# LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), dated as of _____ day of _____, 2021 (the "Commencement Date"), is entered into by and between the **Town of Truro**, a Massachusetts municipal corporation acting by and through its Select Board, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 ("Landlord"), and _____, a _____ corporation/limited liability company, having a mailing address of _____, _____ ("Tenant").

## Recitals

Whereas, Landlord is the owner of a certain parcel of land located at _____, Truro, Massachusetts, shown on Assessors Map 55 as Lots 2 and 3, and described in an instrument recorded with the Barnstable Registry of Deeds in Book 1367, Page 1123 (the "Property");

Whereas, Landlord issued a Request for Proposals on November _____, 2021, soliciting proposals for the lease of a portion of the Property for the installation and operation of a wireless telecommunications facility;

Whereas, Tenant submitted a proposal in response to the Request for Proposals, offering to lease a portion of the Property; and

Whereas, Landlord has selected Tenant as the successful proposer, and Landlord and Tenant wish to set forth herein the terms and conditions governing Tenant's use of a portion of the Property.

Now, therefore, for good and valuable consideration, Landlord and Tenant agree as follows:

## Agreement

### 1. LEASE OF PREMISES.

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the portion of the Property containing approximately _____ square feet, more or less (the "Premises"), which Premises consist of the parcel shown as "_____" on the sketch plan entitled "_____," prepared by _____, attached hereto as Exhibit A and incorporated herein (the "Plan").

The Premises are leased together with the rights described below:

(a) The exclusive right to install, operate, maintain, repair, upgrade, and replace on the Premises a _____ foot (___') high telecommunications tower with a suitable support structure for the transmission and reception of communications

signals (the "Tower"). The Tower shall have sufficient space to be subleased to at least _____ (__) more personal wireless services;

(b) The exclusive right to install, operate, maintain, repair and replace on the Premises any communications rooms, cabinets, fixtures and related equipment, cables, accessories and related improvements, subject to the Town's rights as set forth herein;

(c) The right to locate on the Tower antennas, transmission cables and other appurtenances;

(d) The right to install, maintain, repair and replace: transmission cables from the equipment room, building or cabinet to the antennas; electric lines from a main feed or off-site power source to the equipment room; and telephone lines from a main or off-site telephone entry point to the equipment room, and to make other reasonably appropriate improvements and alterations to the Premises as is reasonably necessary for the Permitted Uses (defined in Section 2.1); and

(e) Such reasonable rights as may reasonably be required by electric, telephone and other utility companies for the purpose of servicing the equipment on the Premises.

1.2. Condition of Premises. The Premises are delivered to Tenant, and Tenant accepts the Property, including the Premises, in its present condition, "AS IS," it being agreed that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to maintain, do any work on, or make any improvements to or provide utilities to the Property, including the Premises.

1.3 Utilities. Tenant shall be solely responsible for bringing onto the Premises, providing, and paying for all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises for the purposes set forth in Section 2.1, which shall be installed in accordance with the reasonable requirements of Landlord and in a manner that avoids unnecessary adverse interference to other activities on the Property and is reasonable in appearance, in Landlord's reasonable judgment.

## 2. USE OF PREMISES

2.1 Permitted Uses. Tenant may erect and maintain on the Premises improvements, personal property, and facilities, including, but not limited to a communications facility, which may include a suitable support structure, including without limitation the Tower, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters, and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements as well as any and all pipes, conduits and wires related to the utility infrastructure (collectively, the "Communication Facility"). The equipment to be installed on the Premises is shown on the specifications on the Plan, attached hereto as Exhibit A, and the location of the Communication Facility on the Premises is shown on Exhibit B. Landlord and Tenant agree that Exhibits A and B show the initial installation of the Communication Facility and the equipment and other personal property

to be placed on the Premises under this Lease. Landlord and Tenant agree that said Exhibits do not limit Tenant's rights under this Lease to improve, modify, replace, supplement, upgrade or remove the Communication Facility or any part thereof during the Term of this Lease, provided that Tenant complies with the provisions of this Lease. During the Term of this Lease, Tenant has the right to install and operate transmission cables from the equipment shelter or cabinets to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinets, and to make reasonable improvements, alterations, modifications, replacements or additions appropriate for Tenant's or subtenants' use within the Premises, subject to the provisions set forth herein. The use of diesel is not permitted on the Premises.

2.2 Installation of Town's Equipment. In accordance with the terms of this Lease, Landlord reserves the right to collocate on the Tower solely for use in connection with police, fire, rescue, emergency broadcasting systems and other municipal purposes (including cabinets, structures, cables and other facilities for the transmission and reception of communications signals, the "Municipal Antennas and Equipment"), and the right to install, maintain, repair, replace and upgrade the Municipal Antennas and Equipment. Tenant agrees to install the Municipal Antennas and Equipment on the Tower and/or the Premises, excluding the portions of the Premises occupied by Tenant, at Tenant's sole cost in connection with Tenant's initial installation of the Tower and the Municipal Antennas and Equipment, and that Landlord shall be entitled to utilize the Tower and/or the Premises without paying a fee. Landlord shall coordinate with Tenant to include the Municipal Antennas and Equipment as part of the Approved Plans and Specifications (as hereinafter defined), so that the Municipal Antennas and Equipment can be incorporated into the initial installation of the Tower and to confirm the proper placement of the Municipal Antennas and Equipment to avoid radio frequency interference. Landlord shall not assign or sub-license any of its rights hereunder and shall not use the Municipal Antennas and Equipment for non-public purposes; nor charge a fee for the use thereof. After installation, all associated maintenance and repairs to the Municipal Antennas and Equipment and cabling and any obligation to maintain or comply with any approvals, permits or licenses shall be the responsibility of Landlord. Tenant shall provide Landlord reasonable access to the Premises, including the Tower, to perform such maintenance and repairs, provided that Landlord does not unreasonably interfere with Tenant's use of the Premises or the operation of the Communication Facility. Landlord and Tenant agree that the Landlord's rights to Tower space hereunder shall terminate upon the termination of this Lease. Upon such termination, Tenant shall at its expense promptly remove the Municipal Antennas and Equipment and associated cables in a good and workmanlike manner.

2.3 Hours of Use. Tenant and its subtenants, employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) day access to and over the Premises for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.

## 3. TERM.

3.1 Term. The term of this Lease shall commence on the Commencement Date, and terminate twenty (20) years from the Commencement Date (the "Term"). The term "Lease Year" means a period of twelve (12) months, commencing on the Commencement Date or the

annual anniversary date thereof. The Lease may be terminated prior to the expiration of the Term, as provided in this Lease.

3.2 Holdover. If Tenant remains in possession of the Premises after the expiration of the Term of this Lease, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Lease, except that either party may terminate the Holdover Term for any or no reason whatsoever by giving the other a thirty (30)-day notice to quit.

**4. RENT.**

4.1 Rent Commencement Date. Tenant's obligation to pay Rent shall commence on the earlier of (i) the date on which Tenant obtains a building permit for the Communication Facility on the Premises, (ii) six (6) months from the Commencement Date, or (iii) if any required Governmental Approval is appealed by a third party, nine (9) months from the Commencement Date (the "Rent Commencement Date"). All other terms of this Lease shall take effect on the Commencement Date. Notwithstanding anything in this Lease to the contrary, in the event that Tenant is able to use the telecommunications tower existing on the Premises as of the Commencement Date, the Commencement Date shall be the Rent Commencement Date. Landlord and Tenant agree to execute an amendment to the Lease or a letter agreement to memorialize the Rent Commencement Date.

4.2 Base Rent. Starting on the Rent Commencement Date, Tenant shall pay Landlord rent in the amount of _____ Dollars ($_____) a year, to be paid in equal installments of _____ Dollars ($_____) per month, during the Term of this Lease (as adjusted annually below, the "Base Rent"). If the Rent Commencement Date shall be on any day other than the first day of a calendar month, the Base Rent and other charges for such month shall be pro rated on a per diem basis. The initial Base Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date. The Base Rent shall increase automatically each Lease Year during the Term of this Lease, on each anniversary of the Rent Commencement Date, by _____ percent (___%).

4.3 Sublease Rent. In addition to the Base Rent directly payable to the Town, the Tenant will be responsible for entering into sublease agreements with other personal wireless service providers, as follows:

(a) Broadband Carriers. Tenant shall rent to broadband carriers at an annual rent of not less than Thirty-Five Thousand Dollars ($35,000.00).

(b) Narrowband Carriers. Tenant shall rent to narrowband carriers at market based rents.

(c) Payment to Town. Tenant will pay _____ percent (___%) of the gross sublease revenue (the "Sublease Rent") to the Town for the first five (5) years of the sublease, and thereafter shall pay _____ percent (___%) of the gross sublease revenue to the Town.

(d) The Sublease Rent shall increase automatically on each anniversary of the sublease by _____ percent (_____%) of the rent in effect for the prior year.

(e) If Tenant fails to pay the Sublease Rent, Landlord may exercise any and all rights and remedies available to Landlord for nonpayment of Base Rent.

4.4 Additional Rent. From the Commencement Date and throughout the Term of this Lease, Tenant agrees to reimburse Landlord, as "Additional Rent," for any documented increase in real estate taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the Term of this Lease in relation to the Communication Facility or Tenant's use thereof or the Premises. Landlord agrees to provide Tenant any documentation evidencing the increase and how such increase is attributable to Tenant's use. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. The Base Rent, the Sublease Rent, the Additional Rent, and all other sums to be paid to Landlord hereunder are referred to, collectively, as the "Rent." For any tax amount for which Tenant is responsible under this Lease, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or, if permitted or required by law, withhold any payment but only on the express condition that the withholding of payment shall be consented to by Landlord. Landlord's consent shall not be unreasonably withheld as long as Tenant proceeds in the protest in good faith, according to statute, and provides a letter of credit, bond or other security reasonably satisfactory to Landlord to ensure that fines and penalties are not imposed on or against the Premises and that the Premises are not in danger of being sold or forfeited by reason of such proceedings.

4.5 Manner of Payment. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid without demand or off-set, by check made payable to the "Town of Truro," and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant. Rent shall be payable by Tenant to Landlord monthly in advance on the fifth day of each month during the Term of this Lease.

4.6 Late Payments. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor or similar entity.

4.7 Rent Adjustment. If this Lease is terminated prior to the expiration date stated in this Lease, Rent shall be adjusted as of the termination date. Any prepaid Rent shall be returned to Tenant, provided, however, that if Tenant owes Landlord any payments under this Lease, including, without limitation, the Termination Fee (defined in Section 7.1), the Town shall have the right to deduct such amounts from the prepaid Rent. Nothing herein shall affect Landlord's rights to collect the balance of any amounts owed to Landlord hereunder.

## 5. INSPECTIONS, APPROVALS.

5.1 Inspections and Tests. Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use. Tenant shall have a period of sixty (60) days from the Commencement Date (the "Due Diligence Period") to conduct any title research

on the Property and to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys and other reasonably necessary tests (the "Tests") to determine the suitability of the Premises for the Communication Facility (the "Due Diligence"). Notwithstanding the foregoing, Tenant shall not conduct subsurface inspections or investigations unless Landlord has approved such tests, which approval may be denied in Landlord's sole discretion. Tenant shall submit a written scope of work to Landlord detailing the work to be done and the portion of the Premises to be affected by such work and containing such other matters as Landlord shall reasonably request. During any Due Diligence activities or pre-construction work, Tenant shall have insurance which covers such activities as set forth in Section 11, Insurance, and provide Landlord with copies of such insurance prior to entering the Premises. Tenant will notify Landlord of any tests in writing at least forty-eight (48) hours prior to performing the same, and will coordinate the scheduling of such activities with Landlord. If in the course of its Due Diligence Tenant determines that the Premises are unsuitable for Tenant's contemplated use, Tenant shall have the right to terminate this Lease prior to the expiration of the Due Diligence Period by delivery of written notice thereof to Landlord, without the payment of a Termination Fee. Tenant will defend, indemnify, and hold harmless Landlord against all costs (including reasonable attorneys' fees), claims, damages and liabilities arising as a result of the negligence or willful misconduct of Tenant or its agents, employees, representatives, contractors or invitees, or from Tenant's exercise of the rights granted herein. If Tenant fails to object to the title to or condition of the Premises by the expiration of the Due Diligence Period, Tenant shall thereafter have no right to terminate the Lease for the condition of the Premises or the title to the Property as the same exist as of the expiration of the Due Diligence Period.

5.2 Governmental Approvals. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning relief, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Lease and agrees to reasonably assist Tenant with such applications at Tenant's sole cost and expense, provided, Tenant acknowledges that Landlord has no control over and cannot guarantee that permits required from municipal boards or officers within its statutory or regulatory authority will be granted or that fees will be waived or reduced.

(b) Tenant shall use good faith and diligent efforts to obtain, at its sole cost and expense, such Governmental Approvals within four (4) months from the Commencement Date (the "Permit Period"). The Permit Period shall be extended if any required land use Governmental Approval is appealed by a third party, provided that Tenant uses diligent efforts to resolve the same within nine (9) months from the Commencement Date (the "Extended Permit Period"). If, despite using good faith and diligent efforts, Tenant fails to (a) obtain any required Governmental Approval within the Permit Period; or (b) resolve an appeal of a required land use Governmental Approval within the Extended Diligence Period, Tenant may terminate this Lease without the payment of any Termination Fee (defined in Section 7.1), by giving Landlord written notice thereof prior to the expiration of the Permit Period or the Extended Permit Period, as the case may be.

(c) Landlord shall have the right to terminate this Lease if Tenant fails to use good faith and diligent efforts to obtain any of the required Governmental Approvals or to resolve any appeal made thereof by a third party by the expiration of the Extended Permit Period. If Landlord elects to terminate this Lease under the provisions of this Section, Landlord shall give Tenant written notice thereof, and this Lease shall terminate sixty (60) days from the date of said notice, unless Tenant obtains the required Governmental Permits or resolves any appeal within said sixty (60)-day period (in which case Landlord's notice of termination shall be null and void).

## 6. INSTALLATION OF COMMUNICATIONS FACILITY; USE; MAINTENANCE.

6.1. Governmental Requirements. Tenant agrees to comply with all applicable federal, state, and local laws, rules, regulations, permits, and approvals, including, without limitation, those required by the Federal Communications Commission ("FCC"), if applicable, the Federal Aviation Administration ("FAA"), the Town of Truro's Zoning Bylaws, and the standards and requirements set forth therein for the installation of wireless communications facilities in the Town of Truro, and federal, state and local noise and environmental regulations, as the same may be amended from time to time, relating to the Premises, the Communication Facility, and/or the use and operation of the Communication Facility on the Premises (the "Governmental Requirements"). Tenant shall make such alterations to the Premises as are required to insure that Tenant's Communication Facility complies with all applicable Governmental Requirements.

Notwithstanding the foregoing, Tenant agrees that:

(a) There shall be no services, equipment or storage at the Premises other than what is necessary for Tenant and its subtenants to provide wireless services from the Premises. Tenant and any subtenant's use of the Premises shall be unmanned (other than periodic visits required to install, inspect, maintain or repair any equipment);

(b) Tenant shall place a fence around the Premises. Tenant shall screen and landscape the Premises and shall be in compliance with all Governmental Requirements;

(c) Any proposed external lighting of the Communication Facility on the Premises shall comply with all Governmental Requirements;

(d) Tenant, and not Landlord, shall be responsible for all signs at the Premises that are required by governmental authorities with applicable jurisdiction over the Premises and Tenant's operations. Any such signs shall be included in the Approved Plans and Specifications that are subject to Landlord's approval pursuant to Section 6.2 below;

(e) Testing of any generator at the Premises shall occur between 10:00 am and 4:30 pm, Monday through Friday; and

(f) To the extent commercially reasonable, all equipment located at the Premises by Tenant or subtenants shall incorporate technology to achieve the quietest operation reasonably attainable.

6.2 Approved Plans and Specifications. No improvements (including, without limitations, the Communication Facility) may be constructed, erected, maintained, repaired or replaced on or at the Premises unless Tenant has submitted detailed plans, drawings and specifications showing the Communication Facility and such other items as Landlord may reasonably request, and a proposed construction schedule (the "Approved Plans and Specifications") to Landlord at least forty-five (45) days prior to undertaking the same and has obtained Landlord's prior written consent thereof, which consent shall not be unreasonably withheld, conditioned, or delayed. Such approval shall include, but not be limited to, review and approval of the precise location and design of the Communication Facility or other improvements, and the landscaping of the Premises. Tenant agrees to secure the Communication Facility and other improvements and to address reasonable safety and aesthetics issues raised by Landlord. If Landlord fails to disapprove the plans within said forty-five (45) day period, said plans and specifications shall be deemed to be approved. The review and approval by Landlord under this Lease shall be in addition to any other approvals required under all applicable federal, state and local laws, rules and regulations. The Approved Plans and Specifications shall be updated during the course of construction to reflect approved changes. Tenant reserves the right to make like-kind exchanges and replacements of equipment which do not materially alter the Premises and is installed in accordance with the terms of this Lease, but Tenant shall nonetheless give advance written notice to Landlord of such exchange describing the intended exchange in reasonable detail, unless such like-kind exchange is made during an emergency, then Tenant shall give Landlord such notice as is reasonable or practicable under the circumstances. Tenant agrees to reimburse Landlord for reasonable fees and costs incurred by Landlord in reviewing such Approved Plans and Specifications and any work performed by or on behalf of Tenant, provided that Landlord submits to Tenant invoices showing such costs.

6.3 Amending Exhibits. Landlord and Tenant acknowledge and agree that the location and design of the Communication Facility and other improvements made to the Premises is subject to review and approval by the Planning and/or Zoning Boards having jurisdiction over the Premises. Therefore, the parties agree that Exhibit A, which shows the proposed location of the Communication Facility within the Premises, may need to be modified in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the Premises. If applicable, amended exhibits will be provided by Tenant and attached to this Lease in place of the existing exhibits, copies of which will be provided to Landlord for review prior to being incorporated into this Lease.

6.4 Construction Schedule. Tenant shall commence construction of the Communication Facility promptly after Tenant receives all required Governmental Approvals and provide notice of the same to Landlord as required under Section 6.5, and shall pursue the completion thereof with all due diligence.

6.5 Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in accordance with the Approved Plans and Specifications, in good and workmanlike manner, and in accordance with applicable local building permits. Tenant's construction, operation, use and maintenance of the Communication Facility and any and all other improvements on or at the Premises shall at all

times comply with all applicable Governmental Requirements. Tenant will be responsible for obtaining and maintaining, at its sole cost and expense, all approvals, and permits necessary for the construction of the Communication Facility and any and all other improvements on or at the Premises. Tenant shall have access to the Premises twenty four (24) hours a day, seven (7) days a week for purposes of maintenance and repair but Tenant shall give the Landlord at least five (5) days' notice prior to commencement of construction.

6.6 Construction Costs. Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the Communication Facility and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which Tenant will make payments directly to said company. Tenant may seek contributions from its sublessees for their pro rata portion of the foregoing costs, and Landlord shall have no right to seek a portion of such pro rata capital contributions. Tenant shall repair, at its sole cost and expense, any damage caused to the Property as a result of any act or omission of Tenant or its employees, agents, contractors, or invitees.

6.7 Mechanics' Liens. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to the Landlord within thirty (30) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless the Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

6.8 Removal. Tenant shall be responsible for removal of all portions of the Communication Facility in accordance with Section 12 of this Lease.

6.9 Removal Bond. Before Tenant commences any work on the Premises (other than the Tests conducted under Section 5.1), Tenant shall provide Landlord with a bond in the amount of _____ Dollars ($_____) in favor of Landlord from a bond company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably satisfactory to Landlord (the "Removal Bond") to secure the removal of the Communication Facility at the expiration or earlier termination of this Lease or within the Removal Period (as hereinafter defined). The Removal Bond shall be maintained during the Term of this Lease, and the amount of said bond shall be recalculated by Tenant at least every five (5) years and adjusted accordingly based upon the costs of removal of the Communication Facility. Tenant shall provide such calculations to Landlord for its review. The Removal Bond shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining Landlord's prior written consent.

6.10 Construction Bonds. Before Tenant commences any work on the Premises (other than the Tests conducted under Section 5.1), Tenant shall require any contractor hired to construct the Communication Facility to furnish both a performance bond and a payment bond naming the Tenant and Landlord as co-obligees (collectively, the "Contractor Bonds"). The

penal sum of the performance bond shall be the amount of the construction contract. The penal sum of the payment bond shall be one-half (½) the amount of the construction contract. The Contractor Bonds shall be written by a company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably satisfactory to Landlord. The Contractor Bonds shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining both Tenant's and Landlord's consent. If Tenant intends to construct the Communication Facility itself, it shall provide the Contractor Bonds to Landlord.

6.11 Maintenance of Premises. Tenant shall keep the Premises in good and safe order and condition, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit its agents, employees, representatives or invitees to commit waste to the Premises. If Tenant or its agents, employees, representatives or invitees (including sublessees) damage the Property or any property (including any wireless facility or equipment) of Landlord or any other tenant on the Property, Tenant shall, at its sole cost and expense, promptly repair and restore the Property and/or any property of the Town or of other tenants. Tenant shall be responsible for the removal of all of its trash and waste. Landlord shall have no obligation to maintain the Premises or to remove snow or ice from the Property.

6.12 Maintenance of Communications Facility. Tenant shall maintain and repair the Communications Facility in good order and condition, reasonable wear and tear and damage by casualty excepted, and shall maintain the Communications Facility and related equipment so as to keep it safe, sanitary, and in good working order and condition.

6.13 Changes, Alterations. Tenant shall obtain Landlord's prior written consent prior to making any material or structural alterations, changes, or additions to the Approved Plans and Specifications, the Premises, or the Communication Facility in accordance with the terms of this Lease. Tenant shall follow the review and approval procedures set forth in Section 6.2 above to obtain Landlord's consent.

6.14 Utilities. Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will cooperate with any utility company requesting an easement over, under and across the Premises in order for the utility company to provide service to the Tenant, subject to Town Meeting approval and any other applicable approvals.

6.15 Contact. Both Tenant and Landlord shall provide each other with the name and telephone number of a primary contact and a secondary contact, one of which shall be reachable and responsive in the event of an emergency, twenty-four (24) hours per day, seven (7) days per week. Tenant shall also cooperate with Landlord with respect to public safety matters, including access needed for fire protection and safety.

## 7. TERMINATION.

7.1 Termination for Default. Landlord and Tenant shall each have the right to terminate this Lease in the event that the other fails to cure a default within the cure period set forth in Section 14. If this Lease is terminated because of Tenant's default, Tenant shall pay

Landlord a termination fee in an amount equal to twelve (12) months of Rent at the then-current Rent rate (the "Termination Fee").

7.2 Termination for Other Cause. In addition, this Lease may be terminated by Tenant as follows: (i) upon ninety (90) days written notice, if, after the expiration of either the Permit Period or the Extended Permit Period, Tenant is unable to obtain, or maintain, any required Governmental Approval necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining Governmental Approval is commercially unreasonable, so long as Tenant pays Landlord the Termination Fee; said Termination Fee shall not be applicable in the event that a Governmental Approval necessary for the construction or operation of the Communication Facility is revoked without fault of Tenant by any agency, board, court or other governmental authority; (ii) upon ninety (90) days written notice for any reason other than (i) above, so long as Tenant pays Landlord the Termination Fee (except that no such Termination Fee shall be due if Tenant terminates this Lease because of casualty or condemnation, as set forth more particularly in Sections 16 and 17 of this Lease).

## 8. INTERFERENCE; ENERGY SAFETY COMPLIANCE.

8.1 Interference. Tenant warrants that it will operate its Communication Facility at the frequency set forth in Exhibit B. Tenant shall be responsible for taking reasonable measures to ensure that its use of the Premises will not cause "measurable interference," as defined by the FCC, to any present and future Municipal Antennas and Equipment installed on the Premises from time to time, to local radio, television, police, public safety, national defense or other similar operations, and to any equipment of any other lessees of the Property which existed on the Property prior to the date this Lease is executed by the parties. In the event that Tenant's equipment causes such interference, Tenant shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing, within thirty (30) days of written notification from Landlord, unless such interference is with the Municipal Antennas and Equipment, in which event Tenant shall use any and all means to immediately cease such interference.

8.3 Radio Frequency Energy Safety Compliance. The Communication Facility and any other equipment or structures placed on the Premises by Tenant or its subtenants or licensees shall comply with applicable state and federal laws and regulations regarding human exposure to radio frequency energy. Landlord, at its discretion, may reasonably request verification of such compliance no more than once a Lease Year. Upon such request, Tenant and its subtenants shall provide the necessary documentation and shall cooperate with Landlord to demonstrate such compliance. Compliance may be determined by computation, visual inspection, and/or measurement as conditions warrant. The compliance analysis shall employ currently accepted evaluation methods, such as those contained in FCC Office of Engineering and Technology Bulletin 65. Before making any changes in the Communication Facility or operating parameters that materially affect its radio frequency emissions, Tenant shall inform Landlord in writing of its plans to make such changes. Landlord may require Tenant to supply information about the radio frequency emissions of its equipment whenever Landlord has reason to believe a material change in emissions has occurred.

8.4 Interference by Landlord. Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party to install any telecommunications equipment that will cause "measurable interference," as defined by the FCC to the Communication Facility. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Landlord shall take good faith and reasonable steps necessary to correct and eliminate such interference, including but not limited to, at Landlord's option, powering down such equipment and later powering up such equipment for intermittent testing, within twenty-four hours of written notification from Tenant. The foregoing shall not apply to the Municipal Antennas and Equipment or uses/equipment that existed on the Property prior to the execution of this Lease, as long as the existing radio frequency user(s), excluding the Municipal Antennas and Equipment, operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations and manufacturer's specifications.

## 9. ENVIRONMENTAL.

9.1 Use of Hazardous Materials. Tenant agrees that it will not, and will not allow others (including subtenants) to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Premises in violation of any law or regulation. Tenant shall inform the Truro Fire Chief in writing of any Hazardous Materials to be used, present or brought upon the Premises, and shall provide updates if any of the information changes during the Term of this Agreement. Tenant shall be permitted to use and store on the Premises back-up power batteries (e.g. lead-acid batteries) and reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents) to the extent that such batteries and materials are properly handled and stored in accordance with all applicable local, state, and federal laws and regulations, so as to prevent a release of hazardous materials in and on the Premises. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

9.2 Hazardous Materials. "Hazardous Materials" are any hazardous, toxic or radioactive materials, substances or waste, as defined in federal or state law regulating or addressing the generation, storage, use, or transportation of such materials, including but not limited to Massachusetts General Laws, Chapter 21E; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III), 42 U.S.C. §11001, et seq.; and any rules, regulations or orders promulgated pursuant thereto (the "Environmental Laws"). Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permitees and invitees, for the presence of Hazardous Substances on the Premises or be required to abate or remediate the same.

9.3 Indemnity. Tenant agrees to defend, indemnify, and hold harmless and Landlord from and to assume all duties, responsibilities, and liabilities at is sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages, including attorneys' fees) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding arising out of or related to the failure of Tenant or any of the other Tenant Parties (defined in Section 10.1) to comply with any of the Environmental Laws, including without limitation, any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or matters as may now or hereafter be in effect. The indemnification of this Section specifically includes all costs, expenses and fees incurred in connection with any investigation of the condition of the Premises or the Property, as applicable, or any clean-up, remedial, removal or restoration work required by any governmental authority. Tenant shall not be obligated to indemnify Landlord for environmental conditions existing on the Premises prior to the Commencement Date unless caused or exacerbated by any of the Tenant Parties (defined in Section 10.1) or for any Hazardous Materials present on the Premises because of the negligence of Landlord.

9.4 Costs. The indemnifications of this Section 9 specifically includes reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

9.5 Survival. The provisions of this Section 9 will survive the expiration or termination of this Lease.

## 10. INDEMNIFICATION; RELEASE.

10.1 Tenant Indemnity. In addition to Tenant's obligations under Section 9.3, Tenant shall indemnify, hold harmless, release and defend Landlord, and its officers, agents, and employees against and from all claims, expenses, or liabilities (a) arising directly or indirectly from the failure of Tenant to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations, or lawful direction now or hereafter in force of any public authority; and (b) to the extent caused by the act, omission, or negligence on the part of Tenant, any of its subtenants, or Tenant's or subtenant's agents, employees, contractors, sublessees, invitees or anyone else claiming by, through or under Tenant and/or subtenant (collectively with Tenant, the "Tenant Parties"). However, in no event shall Tenant be obligated to indemnify Landlord to the extent such claim, expense, or liability results directly from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Any obligations of Tenant under this Lease shall be binding on all the other Tenant Parties, and Tenant shall be responsible for such other Tenant Parties.

10.2 Release. To the maximum extent permissible by law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant or any of the Tenant Parties unless caused by the gross negligence or willful misconduct of Landlord or its officers, agents, or employees.

10.3 Landlord Indemnity. To the extent permitted by law, Landlord shall hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), arising directly from the gross negligence or wanton conduct of Landlord or its agents, employees, contractors, or invitees, or the breach of any provision of this Lease, except to the extent attributable to the negligence or willful misconduct of any of the Tenant Parties.

10.4 No Personal Liability. To the fullest extent permitted by law, no official, employee, agent or representative of Landlord shall be individually or personally liable for any obligation or liability of Landlord under this Lease.

10.5 Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

## 11. INSURANCE.

11.1 Required Insurance. Tenant and any subtenant shall carry during the Term, and for so long as Tenant or the Communication Facility remains in occupancy at the Premises, at its own cost and expense, the following insurance:

(a) Commercial general liability with amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate limit. The policy shall include blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability and independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) All-risk property damage insurance for replacement of the Communication Facility and Tenant's property. Said insurance shall include coverage for all natural disasters, including earthquakes, hurricanes, tornadoes, and floods. Tenant may self-insure this coverage.

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks, and/or rented automobiles and trucks, in the amount of (i) One Million and no/100 Dollars ($1,000,000) for bodily injury and consequent death per occurrence, and Five Hundred Thousand Dollars ($500,000) for property damage per occurrence, or One Million Dollars ($1,000,000) combined single limit.

(d) Workers Compensation in the amount of the statutory limit.

(e) Umbrella excess liability in the amount of Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate over all liability insurance required by this Lease.

11.2 General Requirements. The following conditions shall apply to the insurance policies required herein:

(a) All insurance shall commence no later than the Commencement Date. Tenant shall provide Landlord with certificates of the insurance policies, meeting the requirements set forth herein, and including Landlord as an additional insured.

(b) All required insurance of Tenant shall be primary with respect to any insurance maintained by Landlord with respect to claims resulting from the Tenant's negligence and shall not call on Landlord's insurance for contributions.

(c) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

(d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.

(e) Tenant shall provide at least thirty (30) day's written notice to Landlord of cancellation, non-renewal, or reduction of any required coverage that is not replaced.

(g) On each anniversary of the Commencement Date, and on such other times as Landlord may reasonably request, Tenant shall provide Landlord with a certificate evidencing the coverages required hereunder.

(h) Tenant's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease under which Landlord may in its sole discretion take immediate and unilateral action to suspend the rights of Tenant to operate pursuant to this Lease until said breach is corrected and/or to exercise such other rights and remedies available to Landlord.

(i) Tenant's obligation to hold harmless and indemnify Landlord shall not be limited by the requirement for, or existence of, insurance coverage.

(j) Landlord shall have the right to require Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

## 12. REMOVAL.

12.1 Waiver of Liens. All portions of the Communication Facility and other equipment or materials brought onto the Property by Tenant or its subtenants (except any equipment, facilities or materials of Landlord) will be and remain Tenant's personal property and may, at Tenant's option, be removed by Tenant at any time during the Term or the Removal Period. Landlord covenants and agrees that no part of the Communication Facility constructed,

erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being acknowledged by Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed at any time during the Term or the Removal Period provided that Tenant restores the Premises in accordance with the provisions of Section 12.2.

12.2 Removal. Within sixty (60) days of the expiration or termination of this Lease (the "Removal Period"), Tenant shall remove the Communication Facility and other equipment or materials brought onto the Property by Tenant or its subtenants. If requested, Tenant shall remove footings, foundations, and concrete below grade from the Premises. Tenant shall restore the Premises as close as is reasonably possible to its original condition, normal wear and tear and damage by fire or other casualty excepted. In the event that Tenant fails to remove the Communication Facility within said sixty (60) day period and/or to restore the Premises to the condition required herein, Landlord may use the Removal Bond to effectuate the same.

12.3 Survival. The provisions of this Section 12 shall survive the expiration or earlier termination of this Lease.

## 13. ASSIGNMENT AND SUBLETTING.

13.1 Assignment. Tenant may assign or transfer this Lease to any entity which is licensed by the FCC to operate a wireless communications business and the Communication Facility and (i) is a parent, subsidiary or affiliate of Tenant; (ii) controls or is controlled by or under common control with Tenant; (iii) is merged or consolidated with Tenant; or (iv) acquires more than fifty percent (50%) of an ownership interest in Tenant or the assets of Tenant in the area in which the Property is located, provided that notification is submitted to Landlord within sixty (60) days of said assignment or transfer and the assignee, at the Town's request, enters into an Assignment and Assumption Agreement agreeing to assume Tenant's obligations under this Lease. Tenant shall not otherwise assign this Lease without Landlord's written consent, which may be withheld in Landlord's sole discretion.

13.2 Sublease. Tenant may, without Landlord's consent, sublet or license a portion or portions of the Premises for collocation by FCC-licensed wireless communication carriers and similar entities at market-based rents and fees, provided that Tenant pays Landlord the Sublease Rent as set forth in Section 4.3 above and that such subtenant or licensee shall be bound to comply with the terms of this Lease. Tenant shall provide Landlord with a copy of all subleases and licenses and any amendments thereto for space at the Premises within ten (10) days of entering into any sublease, license or amendment. Any subtenant of Tenant shall not have the right to further sublease or license their space to another entity or person. Tenant's failure to pay Landlord the Sublease Rent or to provide a copy of any such sublease, license or amendment thereto shall constitute a material default under this Lease. In the event that Tenant does not have a master agreement with the subtenant that sets forth the required rents for a sublease between the parties, the subtenants rent amount and rent escalator shall be the same as the rent amount and rent escalator then owed by Tenant to Landlord pursuant to the terms of this Lease. Tenant shall be responsible for the activities of all sub-lessees and licensees notwithstanding anything to the contrary in this Lease.

## 14. DEFAULT AND RIGHT TO CURE.

14.1 Default by Tenant

It shall be an event of default if:

(a) Tenant fails to pay Rent when due hereunder, or maintain the insurance required hereunder, and such failure continues for ten (10) days after written notice from Landlord that the same is due;

(b) Tenant fails to perform or observe any other term or condition contained in this Agreement and such failure is not cured within thirty (30) days after written notice from Landlord, provided, however, that if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Tenant commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date of the notice from Landlord);

(c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver or trustee is appointed to take over and conduct the business of Tenant, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated not later than ninety (90) days after such declaration, election or appointment, unless (i) such debtor in possession, receiver or trustee shall have within said ninety (90) days shall have remedied all defaults under this Lease; and (ii) such debtor in possession, receiver or trustee shall have within said ninety (90) days executed an agreement, duly approved by the Town, whereby such debtor in possession, receiver or trustee shall assume and agree to be bound by each and every term, provision and limitation of this Lease, and if in bankruptcy Tenant, for itself, for the debtor in possession, the receiver or trustee does, hereby waives its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the Court's Order for Relief.

In the event of default which remains uncured after all applicable cure and grace periods, Landlord shall have the right to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended (in which event Tenant shall pay Landlord the Termination Fee), and remove the Communications Facility and Tenant's other Effects on the Property if Tenant fails to remove the same in accordance with Section 12, without prejudice to any remedies which might be otherwise be available to Landlord.

If Landlord is the prevailing party in any legal claim, Tenant agrees to reimburse Landlord for all costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all legal and court costs. Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and

expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

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

14.2 Default by Landlord. It shall be an event of default under this Lease if Landlord fails to perform any material term or condition under this Lease within sixty (60) days after receipt of written notice from Tenant specifying the failure, provided, however, that no such failure will be deemed to exist if Landlord commences to cure the default within such sixty (60) day period and thereafter prosecutes the same to completion with reasonable diligence. In the event that Tenant terminates this Lease because of Landlord's default hereunder, Landlord shall repay Tenant any prepaid Rent and Tenant shall have the right to pursue any and all remedies available to it at law and/or equity.

## 15. NOTICES.

Any notice required or permitted to be given in writing under this Lease shall be (a) mailed by certified mail, postage prepaid, return receipt requested, (b) sent by overnight air courier service, or (c) sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section). Notice will be addressed to the parties at the addresses set forth below. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

| If to Tenant, to: | With a copy to: |
|---|---|
| | |

| If to Landlord, to: | With a copy to: |
|---|---|
| Town of Truro<br>24 Town Hall Road<br>Truro, MA 02666<br>Attention: Select Board | KP Law, P.C.<br>Town Counsel<br>101 Arch Street<br>Boston, MA 02110<br>Attention: Katharine Lord Klein, Esq. |

## 16. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a substantial portion of the Premises sufficient, in Tenant's reasonable determination, to render the Premises substantially unsuitable for Tenant's use, Tenant may terminate this Lease, without the payment of the Termination Fee, by written notice

thereof to Landlord, and this Lease will immediately terminate. Upon such termination, this Lease shall become null and void, and Landlord and Tenant shall have no other further obligations to each other hereunder, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the unamortized value of its Communication Facility.

## 17. CASUALTY.

Landlord will provide prompt notice to Tenant of any casualty affecting the Property. If Tenant's Communication Facility or improvements are substantially damaged or destroyed, Tenant may terminate this Lease by upon written notice to Landlord. Termination shall be effective immediately after such notice is given, without the payment of the Termination Fee. Upon such termination, this Lease shall become null and void, and Landlord and Tenant shall have no other further obligations to each other hereunder, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Premises, but only until such time (which shall in no event be longer than ninety (90) days from the date of such casualty) as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by, and Tenant shall comply with, all of the terms and conditions of this Lease, including, but not limited to, Tenant's obligation to pay Rent and carry insurance.

If Tenant elects to continue this Lease, Tenant shall restore the Premises and/or Communication Facility to the condition existing immediately prior to such damage or destruction. Tenant shall not unreasonably or unnecessarily delay restoration of its Communications Facility. If Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Premises at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed (which shall be no later than six (6) months from the date of said casualty).

## 18. MISCELLANEOUS.

18.1 Landlord's Access Rights. Upon providing the notice specified herein, Landlord shall have a right of access to the Premises at all times, to inspect the Communication Facility and/or the Municipal Antennas and Equipment, to take necessary actions to protect the Municipal Antennas and Equipment and/or the property or persons on the Property, to enforce the terms of this Lease, or for any other purpose. Except in cases of emergency, the Landlord must give Tenant at least twenty-four (24) hours notice of any request for access to the Premises. In the event of an emergency, Landlord shall give Tenant notice of any access as soon thereafter as practical. If Landlord needs to alter the Municipal Antennas and Equipment located on the Tower, Landlord shall give Tenant at least forty-eight (48) hours prior notice thereof, and shall comply with any reasonable rules and regulations of Tenant to ensure that Landlord does not

damage the Tower or any antennas or other equipment installed on the Tower and to avoid unreasonable interference with Tenant's Communication Facility.

18.2 Landlord's Responsibilities. Upon the payment of Rent and the performance of all applicable terms of this Lease, Tenant shall have the right to quiet use and enjoyment of the Premises for the purposes provided for in this Lease only, recognizing, however, that the Property shall continue to be used by the Town of Truro, and that the Town shall, as owner, have unimpeded access to the Property, including the Premises, at all times (subject to the notice provision), provided Landlord does not interfere unreasonably with Tenant's permitted use.

18.3 No Indirect/Consequential Damages. Neither Landlord nor Tenant shall have liability to the other or to their prospective subtenants or licensees for any interruption of Tenant's/subtenant's/licensee's business due to casualty or any other reason. In no event shall Landlord or Tenant incur liability hereunder with respect to indirect or consequential damages incurred by the other party or any person acting by or through that party due to any act or omission by Landlord or Tenant.

18.4 Amendment; Waiver. This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

18.5 Short Form Lease. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease attached hereto and incorporated herein as Exhibit C. Either party may record this memorandum at any time, in its absolute discretion.

18.6 Bind And Benefit. The terms and conditions contained in this Lease will run with the Premises and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

18.7 Severability. If any term or condition of this Lease is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

18.8 As-Built Drawings. Tenant shall provide Landlord with two (2) sets of as-built drawings upon completion of construction.

18.9 Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; (v) use of the terms "termination" or "expiration" are interchangeable, (vi) reference to a default will take into consideration any applicable notice, grace and cure periods, and (vii) references to "Tenant" shall, where appropriate, include the other Tenant Parties.

18.10 Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

18.11 No Option. The submission of this Lease for examination or consideration does not constitute a reservation of or option for the Premises. This Lease will become effective as an agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

18.12 No Limitation of Regulatory Authority. The parties acknowledge that nothing in this Lease shall be deemed to be an agreement by Landlord to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of Landlord or any regulatory authority of Landlord to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable legal requirements.

18.13 No Presumptions Regarding Preparation of Lease Agreement. The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease.

18.14 Survival. Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease shall so survive.

18.15 Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Tenant submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Lease.

[Signature Page Follows]

In Witness Whereof, the parties hereto have caused this Lease Agreement to be executed on this _____ day of _____, 2021.

LANDLORD:

**TOWN OF TRURO**,
By its Select Board

_____

_____

_____

_____

_____

TENANT:

By: _____
Name:
Title:

786748/TRUR/0059

**EXHIBIT A**

**Plan**

# EXHIBIT B

## Tenant's Frequencies

**EXHIBIT C**

**MEMORANDUM OF LEASE**

In accordance with G.L. c.183, §4, notice is hereby given of a Lease Agreement dated as of _____, 2021 (the "Lease"), by and between the **Town of Truro**, a Massachusetts municipal corporation acting by and through its Select Board, having an address of 24 Town Hall Road, Truro, MA 02666 ("Landlord"), and _____, a _____, having a mailing address of _____ ("Tenant").

The premises leased to Tenant consists of approximately _____ square feet (the "Premises"), being a portion of a certain parcel of land located at _____, Truro, Massachusetts, shown on Assessors Map ___ as Lot ___, and described in an instrument recorded with the Barnstable Registry of Deeds in Book _____, Page _____ (the "Property"), with an easement for access and utilities over a portion of the Property. The Premises are shown more particularly in Exhibit A, attached hereto and incorporated herein.

The term of the Lease is twenty (20) years, commencing _____, 2021 and terminating on _____, 2041.

Executed by Landlord and Tenant as of this ____ day of _____, 2021.

LANDLORD:

**TOWN OF TRURO**,
By its Select Board

_____

_____

_____

_____

_____

TENANT:

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this ___ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, member of the Truro Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

_____
Notary Public
My Commission Expires:

COMMONWEALTH/STATE OF _____

_____, ss

On this ___ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

_____
Notary Public
My Commission Expires:

786748/TRUR/0059

## Exhibit A

## Plan of Premises