

MASTER LEASE AGREEMENT

VTA: Vermont Telecommunications Authority
One Hundred State Street, Suite 342
Montpelier, VT 05620-3205
Attn: Legal Department

Lessee: [NAME]
[Address]

Effective Date of this Agreement: _____ 201__ (the "Effective Date").

Exhibits. This Agreement consists of ____ pages including the following exhibits, and schedules which are incorporated herein:

- Exhibit I: Equipment Schedule
- Exhibit II: VTA Network Corridors
- Exhibit III: Network Operating Standards
- Exhibit IV: Form of Corridor Acceptance Certificate
- Exhibit V: Rent Schedule
- Exhibit VI: Site Acceptance Certificate
- Exhibit VII: Standard State Terms and Conditions
- Exhibit VIII: Form of Schedule and Lease
- Exhibit IX: Resiliency Points
- Exhibit X: Lessee's Network

PREAMBLE. Pursuant to this Master Lease Agreement ("Agreement") dated as of _____, 201_, the Vermont Telecommunications Authority, a body corporate and politic and a public instrumentality of the State of Vermont ("VTA") and [Name], a _____[entity] formed in the State of [state] and authorized to do business in Vermont ("Lessee") intends to lease certain Equipment (as defined below) owned by VTA for the purpose of designing and operating a wireless mobile telecommunications network in the Corridors (as defined below at Section 2) with redundant power backup at each Resiliency Point (as defined below at Section 2) to serve the State of Vermont and capable of use by any commercial mobile radio service ("CMRS") providers licensed by the Federal Communications Commission ("FCC") and their respective customers utilizing the Global System for Mobile Communications ("GSM") protocols and Code-Division Multiple Access ("CDMA") protocols, at a minimum,

in a network along the roadways specified as Corridors herein (the “Public Benefit”). This Agreement is part of and subject to the terms and conditions applicable to the award by the Economic Development Administration (“EDA”), United State Department of Commerce, Number 01-79-14230, dated March 12, 2013 (the “Grant”) including but not limited to the representations and terms of VTA stated in its application to the EDA. Any terms and conditions of this Agreement that conflict with the terms and conditions of the Grant shall be construed to be consistent with or, if not possible, governed by the terms and conditions of the Grant unless or until the EDA provides a written exemption from such conflicting term or condition of the Grant.

1. VTA NETWORK EQUIPMENT. All equipment specified by Lessee for the purpose of “Deployment” of the “VTA Network” (as those terms are defined in Section 2 below) and as described in Exhibit I hereto shall be referred to as “Equipment.” Lessee has specified the Equipment as required for the VTA Network, and represents that the Equipment has a useful life of not less than 15 years and is adequate and sufficient to meet Lessee’s performance and operation obligations established by this Agreement for the VTA Network. Upon acceptance of Lessee’s specification of the Equipment, VTA shall purchase the Equipment for a total amount not to exceed _____ dollars (\$-----) (the “Purchase Price”). Any additional equipment not included in the Equipment, that is or becomes necessary for the operation of the VTA Network or is installed or integrated into the VTA Network shall be owned by the VTA. Lessee agrees to take possession, but not ownership, of the Equipment from the effective delivery date of the Equipment to Lessee (as described here) through the end of the Term (as defined at Section 5).

2. DEPLOYMENT AND OPERATION. As a condition of VTA entering into this Agreement, Lessee agrees to (a) specify the Equipment, (b) design the VTA Network to be deployed along segments of public roadways as described in Exhibit II (each segment of public roadway identified in Exhibit II and referred to herein a “Corridor”), including but not limited to the specification and interface of Equipment with redundant power back-up systems to be located by Lessee at ten facilities leased, owned or controlled by the VTA in locations specified by the VTA in Exhibit IX adjacent to one or more Corridors (each facility a “Resiliency Point”), and (c) select and supervise a third-party contractor consistent with the terms and conditions of the Grant and agreed to, and paid for utilizing Grant funds by VTA to deploy and install the Equipment in each “Site” (defined below at (d)) with each Corridor and each Resiliency Point in accordance with manufacturers’ directions and specifications and Lessee’s design of the VTA Network. Lessee further agrees to (d) obtain the legal right to attach the Equipment to utility poles or other real property (each installation or attachment location a “Site”) to provide CMRS along each Corridor, (e) interconnect the Equipment to telecommunications backhaul networks, power sources, and the public switched telephone network, (f) obtain and maintain an interconnection via radio signals between the Equipment and the CMRS frequency blocks licensed by the FCC and (g) test the Equipment, all as further described in this Agreement, with the result that calls initiated by authorized mobile telecommunications customers of CMRS providers, whether those customer use standards compliant CDMA or GSM devices, will be able to initiate and sustain mobile voice calls connected to the public switched telephone network and data sessions within and along the Corridors (provisions (a)-(g) of this Section 2 are collectively referred to herein as the “Deployment”). From time to time, for technical or practical reasons that impose a barrier to the Deployment, Lessee may submit to VTA in writing a request for a replacement Corridor that reflects comparable Equipment and Public Benefit to a Corridor to which there is a barrier to Deployment. VTA may, at its sole discretion, agree to such replacement Corridor and the parties shall enter into an amendment to this Agreement that specifies the Corridor eliminated, the Corridor added and adjusts the performance and schedule hereunder to be consistent with the date of the amendment. Lessee agrees to substantially complete the Deployment within 240 days of the Effective Date of this Agreement. After completion of the Deployment the Equipment in the subject Corridors shall collectively form the “VTA Network.”

Lessee agrees and covenants to operate the VTA Network for the Term (as defined in Section 5 below) to the operating standards set forth in Exhibit III (the “Network Operating Standards”) and to operate and maintain redundant power back-up systems at the Resiliency Points. In addition, Lessee warrants that the VTA Network, as specified, designed, and operated by Lessee, will provide the Public Benefit for the Term.

As a further condition of VTA entering into this Agreement, Lessee agrees that it owns and operates as of the execution of this Agreement, or will own and operate upon completion of the Deployment, a telecommunications network comparable to and compatible with the VTA Network but without the Resiliency Points or redundant power back-up systems supporting CMRS communications in the public roadway corridors identified in Exhibit X (herein "Lessee's Network") that interconnects with the VTA Network and meets the Network Operating Standards. The equipment and development of Lessee's Network shall be at Lessee's sole cost and expense, and neither Lessee's Network nor the equipment deployed in Lessee's Network shall be owned by VTA or subject to the terms of this Agreement.

VTA acknowledges and agrees that all proceeds generated by Lessee in the operation of the VTA Network and the Lessee's Network are the property of Lessee. VTA, without limiting its ability to enforce this Agreement or to collect Rent due and payable, makes no claim of right or interest in or to salaries, fees, returns, dividends, contract proceeds or other compensation earned by Lessee due to its operation of the Equipment. Notwithstanding the foregoing, VTA and Lessee agree that the expansion of Lessee's operations on the VTA Network are uneconomic and not commercially feasible without the publicly-funded purchase of the Equipment. Moreover, VTA and Lessee estimate and concur that no material net proceeds are anticipated to accrue from the operation of the VTA Network during the Term (such estimates presuming application of appropriate accounting principles such as GAAP or the equivalent).

3. LEASE. Subject to and upon all of the terms and conditions of this Agreement, VTA hereby agrees to lease to Lessee and Lessee hereby agrees to lease from VTA the Equipment for the Term (as defined in Paragraph 5 below) for the sole purpose of operating and maintaining the VTA Network to the Network Operating Standards. Following the execution and delivery of this Agreement, Lessee shall prepare schedules of the Equipment in each Corridor in the form attached hereto as Exhibit VIII, stating for each Corridor the specific locations at which the Equipment has been deployed by Lessee, together with the information specified by the form including the serial numbers associated with each radio and supplemental processing box, if any, the name of the utility pole owner, the make, model and location of antennas, solar panels, batteries, and generators (each, a "Schedule"). Each Schedule shall refer to and incorporate by reference this Agreement and shall be a part of this Agreement upon delivery to VTA and execution of the Schedule by VTA. For each Schedule, Lessee agrees to complete the Corridor Acceptance Certificate in the form attached hereto as Exhibit IV ("Certificate") and each representation and condition precedent of each Certificate shall be satisfied as to the Equipment in the applicable Corridor. Upon issuance of the Certificate and acceptance of the Certificate and Schedule in writing, VTA grants to Lessee a leasehold interest in the Equipment on a "triple net" basis and Lessee agrees to assume all costs associated with the Equipment and the operation, repair and maintenance of the VTA Network by the terms and conditions stated in this Agreement (each acceptance of the Schedule is a "Lease"). Each signed and fully executed Schedule (by both parties) shall constitute a separate Lease for the Equipment identified therein and shall be automatically incorporated into the Agreement upon the date of the grant. The parties may agree to specify additional details pertaining to each Lease in the Schedule. Lessee and VTA hereby agree that a Schedule, Certificate and Lease shall issue for all Equipment upon successful Deployment of the Equipment acceptable to VTA. Lessee further agrees to install all Equipment in accordance with this Agreement and to meet the conditions stated in the Corridor Acceptance Certificate for all Equipment. Any Certificate and Schedule duly executed and delivered to VTA by Lessee shall be deemed to have been accepted by VTA, and the Schedule shall automatically become a Lease, unless VTA reasonably objects to the Schedule or Certificate by written notice to Lessee delivered within ten (10) business days of VTA's receipt of both documents. **The Lease or any Schedule affected by relocation, termination, or expiration of any occupancy interest shall be amended to reflect the applicable relocation of Equipment. Lessee shall not allow the relocation of Equipment without the prior written consent of VTA.**

4. CONDITIONS PRECEDENT TO LEASE. In addition to the precedent conditions to each individual Lease of the Equipment in the Certificate, each Lease is subject to satisfaction of the following conditions precedent:

a. Receipt by Lessee of rights and/or licenses conveyed in writing to hardware and/or software required, if any, to install and operate the VTA Network and to integrate the Equipment into a network and to modulate the radio frequencies in order to provide the Public Benefit and such written license and/or rights are in full force and effect without actual or imminent material default by Lessee, and have a remaining term (or unilaterally renewable term) of not less than fifteen (15) years from the effective date of the Lease;

b. Acquisition by Lessee of all necessary authorizations to operate the VTA Network including but not limited to (i) a Vermont Certificate of Public Good to operate a telecommunications business, (ii) authorization to do business in Vermont and (iii) authorizations of the FCC required for Lessee's use or lease of radio frequencies to broadcast from the Equipment (if required) during operation of the VTA Network, and each such authorization is in full force and effect;

c. Authorization of Lessee to operate, (i) under a spectrum license issued by the FCC or (ii) by enforceable agreement with an FCC licensee, approved by the FCC, to lease spectrum, not less than five (5) megahertz of radio frequency spectrum for transmission of CMRS, and such license or lease agreement is in full force and effect without actual or imminent material default by Lessee, and with a remaining term of not less than fifteen (15) years from the effective date of the Lease, or a perpetual term or a renewable term upon proof that Lessee's prior renewals, if any, have been exercised;

d. Execution by Lessee, or Lessee's affiliated company, of a "roaming agreement" or other agreement with a third party CMRS provider by which such provider will utilize the VTA Network and the Lessee Network to provide mobile voice communication services to its subscribers and such agreement(s) are in full force and effect without actual or imminent material default by Lessee and such agreement has a remaining term of not less than fifteen (15) years from the date of the Lease or a perpetual term or a renewable term upon proof that Lessee's prior renewals, if any, have been exercised, subject to termination rights held by the parties thereto that have not been exercised as of the date of VTA's execution of any individual Lease;

e. Lessee has provided to VTA certificates of insurance for policies meeting the obligations of Lessee hereunder, and each policy referenced by the certificate(s) is in full force and effect; and

f. VTA has applied for, is awarded and is a recipient in good standing of the Grant (collectively, the EDA and any other federal agent involved in the award, administration, audit or review of the Grant, the "Grantor") for the purpose of deploying and developing mobile voice communications in the VTA Network.

g. VTA holds all rights of ownership in the Equipment and the VTA Network, and the Equipment and VTA Network is free of any defect in title, lien, or other right of third parties excepting the rights of the Grantor under the terms and conditions of the Grant.

5. TERM. This Agreement shall be effective and commence on the date of execution by the parties and run for a term of fifteen (15) years from the Effective Date shown at the head of this Agreement ("Term"), unless sooner terminated, but shall continue and be extended as applicable to each Lease through the full fifteen year Term of each individual Lease from the effective date of the Lease.

6. TERMINATION OF LEASE. The following termination rights shall apply upon receipt of written notice of termination specifying the Schedule or agreement rightfully terminated hereunder:

a. Each or every Lease, or the Agreement, may be terminated by VTA in the event that:

(1). Lessee, or Lessee's vendor, fails to timely deliver or operate the Equipment in the VTA Network, or

(2). the Deployment is not completed (as evidenced by issuance of satisfactory Certificates for all Equipment) within the period established in Section 2, or

- (3). Lessee's breach of this Agreement is not cured within the specified periods, or
- (4). Lessee commits fraud, gross negligence or willful misconduct in or connected with the performance of this Agreement, or
- (5). Lessee fails to perform this Agreement or any Lease, or otherwise breaches the terms or conditions of the Grant, or
- (6). the VTA Network or any Corridor fails to meet the Network Operating Standards for a period of 24 hours, cumulatively, in any thirty (30) day period.

b. This Agreement may be terminated by Lessee in the event of:

- (1). VTA's uncured breach of this Agreement, or
- (2). VTA's fraud, gross negligence or willful misconduct in or connected with the performance of this Agreement.

c. Any termination pursuant to this Section shall be by written notice via certified mail or overnight courier and shall become effective upon the day after the applicable cure period if the receiving party has failed to cure or disprove any basis for termination stated within the notice. Upon receipt of a notice to terminate by right, the receiving party shall have a 60-day cure period to eliminate the grounds of termination and provide written notice of such cure to the terminating party. Notwithstanding the foregoing, with regard to failure to timely perform response to the notice of termination is due within ten days of receipt. With regard to notice of termination based on Subsections 6(a) (1) and 6(a) (2), the non-terminating party shall have only one opportunity to cure during the Term. A notice to terminate on grounds that are not cured within the specified cure period will have the effect of terminating the Lease, providing that the Equipment shall continue to be subject to the terms of the Grant including VTA's ownership thereof. If rightful termination by VTA is not cured by Lessee, Lessee shall be obligated to transfer the rights to each Site as well as the possession of the Equipment to VTA.

d. Unless the Agreement is terminated in its entirety by VTA or Lessee, upon termination of any Lease, the Agreement as it applies to the remaining Corridors and the VTA Network will remain in full force and effect.

7. RENT. Lessee shall pay as rent to VTA for use of the Equipment during the Term, rental payments on a per-RAN basis for each RAN deployed and subject to a Lease in the amounts and on the dates specified in the Rent Schedule attached hereto as Exhibit V ("Rent"). Each Lease is intended to function on a "triple net" basis; Lessee agrees to assume all costs associated with the Equipment and the operation and maintenance of the VTA Network, and in no event shall Lessee offset costs or expenses against the Rent. VTA's sole expense with regard to the VTA Network and the Equipment is (i) the purchase of the Equipment, (ii) satisfaction of any Grant requirements not otherwise Lessee's obligation, and (iii) collection of the Rent and interest due from Lessee. Any Rent or other amount payable by Lessee not paid within fifteen days after the day on which it becomes payable, will be subject to interest in an amount equal to four percent (4%) per year or such other rate to the maximum permitted by applicable law. All payments provided for herein shall be payable to VTA at its address stated at the head of this Agreement, or at any other address designated in advance by VTA in writing.

8. FORBEARANCE OF RENT. VTA and Lessee acknowledge and agree that the VTA Network is located in a rural market with limited commercial opportunity for generating telecommunications business revenue comparable to approximate national industry standards. Such limitations shall not justify or excuse Lessee's non-performance of the Deployment, operation of the VTA Network, or this Agreement. Providing that Lessee is not in default of this Agreement, and as an inducement to enter into this Agreement in recognition of the prospective commercial limitations of the VTA Network, the VTA hereby agrees to waive its right to the rent for a period of ___ months and refrain from exercising any of their rights and remedies with regard to the collection of Rent from the Effective Date until (date to be determined in the RFP) (such period is the "Forbearance Period"); provided, however, that in no event shall the Forbearance Period be deemed to limit Lessee's performance obligations under this

Agreement or to modify, amend, waive or otherwise affect VTA's rights and remedies under law, the Grant, or this Agreement due Lessee's breach of this Agreement. This Section 8 of the Agreement shall not: (a) constitute a waiver of any aspect of the Agreement; (b) extend the Term or the due date of any of Lessee's obligations other than payment of Rent; (c) give rise to any defenses or counterclaims to the right of VTA to compel payment of the Rent or otherwise to enforce its rights and remedies under the Agreement; or (d) establish a custom or course of dealing. For so long as the Forbearance Period continues, the uncollected and accrued rent shall bear interest at a rate that is equal to four percent (4.0%) per year from the date that Rent is first comes due pursuant to each Lease. Should Lessee fail to cure any default of this Agreement, any Rent subject to the Forbearance Period shall come due upon the date of delivery of VTA's notice of default.

9. REMEDIES OF VTA UPON TERMINATION; MITIGATION. In the event of any uncured breach of this Agreement by Lessee, in addition to the rights of termination at Section 25, VTA may repossess or liquidate all Equipment then deployed and may terminate any existing Lease. In such event, at the written request of VTA, Lessee shall have a duty to mitigate VTA's losses with respect to funds expended or continuing obligations of the VTA using commercially reasonable efforts. Upon VTA's written request, Lessee shall license to VTA all of Lessee's rights with respect to the use, management, operation and maintenance of the Equipment and the VTA Network, including operational software and rights of attachment or occupancy at each Site at which Equipment is located.

10. LEASE NOT CANCELABLE; LESSEE'S OBLIGATIONS ABSOLUTE. No Lease may be canceled or terminated except as provided herein. Except as otherwise set forth herein, Lessee's obligation to pay all Rent and interest due or to become due hereunder shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense, counterclaim, or recoupment for any reason whatsoever, including any failure of the Equipment or any representations by the manufacturer or the vendor thereof. If the Equipment is unsatisfactory for any reason, Lessee shall make any claim solely against the manufacturer or the vendor thereof and shall, nevertheless, pay VTA all Rent payable hereunder.

11. SELECTION, OPERATION AND USE OF EQUIPMENT. Lessee agrees that it shall be responsible for the selection and use of, and results obtained from, the Equipment and any other associated equipment or services. Lessee warrants that the Equipment and the VTA Network, when installed and operated by Lessee, are of sufficient quality and fitness, including network operability, reliability and functionality for the distribution and sale of CMRS to the public by FCC-licensed providers doing business in the State of Vermont and otherwise to achieve the Public Benefit. Lessee expressly warrants that the function, operability and reliability of the VTA Network will meet all of Lessee's obligations to CMRS providers, third parties under roaming agreements, and the VTA, and will include commercial capacity and functionality requirements for providing voice, text, and data services to the standards stated in this agreement. Except as otherwise set forth in this Agreement, Lessee makes no representations, warranties or guarantees of any kind whatsoever concerning the VTA Network, including but not limited to warranties of merchantability or fitness for a particular purpose, unless such representations, warranties or guarantees are not legally excludable.

12. WARRANTIES. VTA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT OR ITS MERCHANTABILITY, SUITABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ANY SUCH WARRANTY. LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE A CLAIM AGAINST VTA FOR BREACH OF ANY WARRANTY WHATSOEVER. LESSEE LEASES THE EQUIPMENT "AS IS." IN NO EVENT SHALL VTA HAVE ANY LIABILITY, NOR SHALL LESSEE HAVE ANY REMEDY AGAINST VTA, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY DEFICIENCY OR DEFECT THEREOF OR THE OPERATION, MAINTENANCE, OR REPAIR THEREOF

OR ANY CONSEQUENTIAL DAMAGES AS THAT TERM IS USED IN SECTION 2- 719(3) OF THE MODEL UNIFORM COMMERCIAL CODE, AS AMENDED FROM TIME TO TIME (“UCC”).

VTA grants to Lessee, for the sole purpose of prosecuting a claim, the benefits of any and all warranties made available by the manufacturer or the vendor of the Equipment to the extent assignable. Lessee shall enforce up to and including judgment on the merits in a court of law with competent jurisdiction or fully arbitrated decisions, as applicable, the material terms of all third party agreements necessary for the Deployment and operation of the Equipment, including but not limited to any license for software and, upon lease or purchase of the Equipment, including the manufacturer’s representations or warranties, whether express, by law, or implied, with regard to the Equipment.

13. DELIVERY. VTA hereby appoints Lessee as VTA’s agent for the sole and limited purpose of accepting delivery of the Equipment from each vendor thereof. VTA shall not be liable to Lessee for any delay in, or failure of, delivery of the Equipment, nor shall delay of delivery of the Equipment result in a change in the performance of Deployment described in Section 2.

14. OWNERSHIP; FINANCING STATEMENTS; AUDIT RIGHTS. Lessee shall affix to the Equipment any labels supplied by VTA indicating ownership of such Equipment. The Equipment is and shall be the sole property of VTA and subject to a priority security interest and an undivided equitable reversionary interest for the benefit of the Economic Development Administration under 13 CFR §314.9. Lessee shall have no right, title, or interest therein. The Equipment is and shall at all times be and remains personal property and shall not become a fixture except as leasehold improvements financed by VTA under this Agreement if applicable. Lessee shall obtain and record such instruments and take such steps as may be necessary to prevent any person from acquiring any rights in the Equipment by reason of the statutory liens of workers prior to compensation or where Equipment could be claimed or deemed to be real property. Lessee shall make the Equipment and its maintenance records available for inspection by VTA at reasonable times and upon reasonable notice. Lessee shall not acquiesce, consent or agree to the imposition of any lien on the Equipment. Lessee shall, upon any receipt of written notice of any tax or other lien imposed on any Equipment, timely pay such tax or remove such lien, describing by notice to VTA in reasonable detail the nature of such lien or tax, and the actions taken by Lessee, within 30 days of the receipt by Lessee of notice of such lien. VTA may, at its option, designate an independent auditor reasonably acceptable to Lessee to review the books and records of Lessee as they relate to the accounting for costs and revenue associated with the Network, including allocation of indirect costs, all of which shall comply with applicable law. Expenditure by the VTA hereunder of \$500,000 or more in Grant funds paid to Lessee during Lessee's fiscal year shall require that Lessee meet the audit requirements of OMB Circular A- 133. Required audits shall be completed within nine months of the end of the audit period, and Lessee shall take timely and appropriate corrective action on all audit findings associated with the audit requirement hereunder. Should Lessee be deemed a “Subrecipient” of the Grant and be unable or unwilling to perform required audits, VTA may, by requirements of the Grant or federal regulation, make appropriate sanctions allowed by law or Grant terms.

15. EQUIPMENT USE. Lessee agrees that the Equipment will be operated in accordance with the Grant, including the obligation to efficiently administer, operate, and maintain for the useful life of the Equipment pursuant to 42 USC §3194, and the requirements of this Agreement, by competent, qualified personnel under the supervision of Lessee for the purpose for which the Equipment was designed, as well as with applicable operating instructions, laws, and government regulations. Lessee shall use all reasonable precautions to prevent loss or damage to the Equipment from fire and other hazards. Lessee shall procure and maintain in effect all orders, licenses, certificates, permits, approvals, and consents required by federal, state, or local laws or by any governmental body, agency, or authority in connection with the delivery, installation, use, and operation of the Equipment and the VTA Network. Without limiting the foregoing, Lessee shall operate the Equipment in accordance with the Network Operating Standards. Except as provided herein, once it is deployed, Lessee shall not be permitted to relocate Equipment (other than for purposes of repair, replacement or maintenance in accordance herewith). Lessee will

operate the Equipment in the VTA Network as a roaming coverage network for CMRS and shall not enter into any contractual arrangement or standard of operation that changes the use of the VTA Network or limits or prevents Lessee from offering access to the VTA Network to any CMRS provider (other than industry-standard arrangements related to fraud prevention) or from delivery of the Public Benefit. Lessee further agrees that its operation of the Equipment shall be consistent with requirements of the Grant. VTA shall be obligated to provide all Grant requirements to Lessee within ten (10) days of receipt of written request after issuance of the Grant award by the EDA.

16. MAINTENANCE. Lessee, at its sole cost and expense, shall keep the Equipment in a suitable condition and environment prior, during and after Deployment for operation as specified by the manufacturer's guidelines or the equivalent and in accordance with Lessee's standard practices (Lessee represents that such practices are consistent with general industry practices) and shall maintain the Equipment in good condition and working order, ordinary wear and tear excepted. Lessee shall promptly notify VTA in writing of any lost or damaged Equipment. Damaged Equipment is deemed to be lost if the estimated repair costs for such damage would exceed 20% of the fair market value of the damaged Equipment. Lessee shall issue to VTA amended Schedules to reflect any loss or relocated Equipment, each of which shall be subject to a Lease upon VTA's acceptance. Loss or relocation of Equipment will not excuse Lessee's performance under this Agreement.

17. NETWORK PERFORMANCE; REPORTING. Lessee shall provide reports to VTA in writing as requested by VTA to meet VTA's reasonable monitoring and management needs, and as required for VTA to meet its obligations under the requirements of the Grant. Lessee shall notify VTA of: (i) any material adverse change or termination in any direct or indirect roaming agreement; (ii) a change in the Network Operating Standards applicable to the VTA Network; or (iii) termination or material adverse modification of a frequency agreement, FCC authorization or other permit, license, attachment agreement or authorization necessary for installation, operation and maintenance of the VTA Network or any Site within the VTA Network. Lessee shall notify VTA of any formal written complaint or notice that Lessee receives from its direct or indirect carrier roaming customers regarding the VTA Network or the Equipment. At a minimum and without individual requests, Lessee shall report monthly on progress relative to the Deployment schedule including but not limited to number of RAN Units deployed in each Corridor, and after Deployment is complete, Lessee shall report monthly to VTA which Equipment within the VTA Network, if any, experiences call blocking rates exceeding three percent (3%).

18. RETURN OF EQUIPMENT. Upon demand by VTA pursuant to VTA's rights of termination hereunder, Lessee shall immediately return possession of the Equipment to VTA and Lessee shall bear all costs of de-installation and removal except when waived by VTA in writing. At the time of such return to VTA, the Equipment shall be in operating order, repair, and condition, ordinary wear and tear excepted, and be capable of being operated by a third party purchaser or third party without further repair, replacement, alterations, or improvements, and in accordance and compliance with any and all statutes, laws, ordinances, rules, and regulations of any governmental authority or any political subdivision thereof applicable to the use and operation of the Equipment. Each Lease is expressly subject to this Paragraph 18. Upon application to any court in Vermont having jurisdiction, VTA shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee set forth in this Paragraph 18. If Lessee fails to return possession of the Equipment when due, the terms and conditions of the Lease shall continue to be applicable and Lessee shall continue to pay Rent at an annual interest rate of four percent (4%) until the Equipment is received in good order and reasonable condition by VTA.

19. LOSS OR DAMAGE; INSURANCE. Lessee shall bear the entire risk of theft or destruction of, or damage to, the Equipment, including, without limitation, any condemnation, seizure, or requisition of title or use ("Casualty Loss"), except in the event of loss or damage of Equipment due solely to VTA's negligent act or omission. No Casualty Loss shall relieve Lessee from its obligations to pay Rent. When any Casualty Loss occurs, Lessee shall immediately notify VTA and, at the option of VTA, shall promptly (a) place such Equipment in good repair and working order; or (b) replace such Equipment. The proceeds of any insurance payable with respect to the Equipment shall be applied either towards (i) repair or replacement of the Equipment or (ii) payment to VTA of any of Lessee's due and unpaid obligations. Lessee hereby appoints VTA as Lessee's attorney-in-fact to make claim for,

receive payment of, and execute and endorse all documents, checks or drafts issued with respect to any Casualty Loss under any insurance policy relating to the Equipment. In addition to coverage required in Exhibit VII, Lessee shall maintain at its expense insurance for loss or damage arising out of such hazards as shall be reasonably required by VTA, including without limitation damages or losses due to personal injury, death and property damage, in customary coverage amounts. All policies that Lessee is obligated to obtain hereunder shall name VTA as an additional insured.

20. TAXES. Lessee shall pay when due, and indemnify and hold VTA harmless from, all sales, use, excise, and other taxes, charges, and fees (including, without limitation, income, franchise, business and occupation, gross receipts, licensing, registration, titling, personal property, stamp and interest equalization taxes, levies, imposts, duties, charges, or withholdings of any nature), and any fines, penalties, or interest thereon, imposed or levied by any governmental body, agency, or tax authority upon or in connection with the Equipment, its, delivery, leasing, possession, use, or relocation of the Equipment or otherwise in connection with the transactions contemplated by each Lease or the Rent thereunder, excluding taxes on or measured by the income of VTA. Upon request, Lessee will provide proof of payment. Lessee will pay all property taxes, if any, on the Equipment. Lessee shall timely prepare and file all reports and returns which are required to be made with respect to any obligation of Lessee under this Paragraph 20. Lessee shall, to the extent permitted by law, cause all billings of such fees, taxes, levies, imposts, duties, withholdings, and governmental charges to be made to Lessee. Upon request, Lessee will provide VTA with copies of all such billings.

21. GENERAL INDEMNITY. Each Lease is a net lease. Therefore, Lessee shall indemnify VTA and its successors and assigns against, and hold VTA, its officers, directors, employees, successors and assigns harmless from any and all claims, actions, damages, obligations, liabilities, costs and expenses, including, without limitation, legal fees incurred by VTA or its successors and assigns arising out of each Lease, or Lessee's operation of the Equipment or the VTA Network, including, without limitation, the purchase, ownership, delivery, lease, possession, maintenance, condition, use, installation, operation, or return of the Equipment, or claims against VTA arising by operation of law applicable to the Equipment or the VTA Network, except that Lessee shall not be liable for any claims, actions, damages, obligations, and costs and expenses determined by a non-appealable, final order of a court of competent jurisdiction to result from the gross negligence or willful misconduct of VTA or its successors and assigns. As required by the Grant, to the extent permitted by law, Lessee agrees to indemnify and hold the federal government, or any agency or subdivision thereof, harmless from and against all liability that the federal government incurs, directly or indirectly, as a result of this Agreement and the award of the Grant, arising from Lessee's performance hereunder, including but not limited to the construction, renovation or repair of the Equipment or any related facility, but only to the extent that such liabilities are incurred because of toxic or hazardous contamination or groundwater, surface water, soil, or other conditions caused by the operation of the Equipment or Lessee's performance of this Agreement subject to the provisions of 13 Code of Federal Regulations at Section 302.19, to the extent applicable and as may be amended.

Lessee agrees that upon written notice by VTA of the assertion of any claim, action, damage, obligation, liability, or lien, Lessee shall assume full responsibility for the defense thereof, provided that VTA's failure to give such notice shall not limit or otherwise affect VTA's rights to defense or indemnity hereunder. If any payment shall become due pursuant to this Paragraph 21 except for payment of Rent, or Purchase Price (the amount due being the "Indemnity Amount"), receipt of which payment is taxable to VTA, Lessee shall pay an additional sum to VTA such that after VTA's payment of such taxes, VTA shall realize the Indemnity Amount in full. The provisions of this Paragraph with regard to matters arising during a Lease shall survive the expiration or termination of such Lease.

22. ASSIGNMENT BY LESSEE. Lessee agrees and acknowledges that it shall not (a) assign, transfer, mortgage, pledge, or otherwise dispose of any Lease or Equipment, or any interest therein; (b) sublease, sublicense, or lend any Equipment; or (c) move any Equipment from the location specified for it in the applicable Schedule.

23. ASSIGNMENT BY VTA. VTA may, in its sole discretion, assign its interest or grant a security interest in this Agreement, the VTA Network, and in any Lease and the Equipment individually or together, in whole or in part. Notwithstanding the prior sentence, VTA shall not assign this Agreement, Leases, or Equipment to Lessee's roaming partner(s), without Lessee's written consent or upon termination of the Agreement. If Lessee is given written notice of any such assignment, it shall immediately make all payments of Rent and other amounts hereunder directly to such assignee. Each such assignee shall have all of the rights of VTA under each Lease assigned to it. Lessee shall not assert against any such assignee any set-off, defense, or counterclaim that Lessee may have against VTA or any other person and shall, at VTA's written request, execute a form of attornment agreement reasonably acceptable to Lessee. No provision or term in this Agreement limits VTA's ability to grant a security interest in this Agreement, any Lease, and the Equipment, to Grantor consistent with the terms of the Grant.

24. DEFAULT. Lessee shall be in default under this Agreement and/or each Lease upon the occurrence of any of the following events (following the expiration of any applicable cure periods) (each, an "Event of Default"):

- a. Lessee fails to pay within fifteen days of when due any amount required to be paid by Lessee under or in connection with any Lease (a "Payment Default");
- b. Lessee fails to perform any other provision under or in connection with this Agreement or a Lease or violates any of Lessee's covenants or agreements under this Agreement or any Lease;
- c. Lessee makes an assignment for the benefit of creditors, whether voluntary or involuntary, or consents; to the appointment of a trustee or receiver, or if either shall be appointed for Lessee or for a substantial part of its property without its consent and, in the case of any such involuntary proceeding, such proceeding is not dismissed or stayed for thirty days following the commencement thereof;
- d. any petition or proceeding is filed by or against Lessee under any Federal or State bankruptcy or insolvency code or similar law and, in the case of any such involuntary petition or proceeding, such petition or proceeding is not dismissed or stayed for thirty days following the filing or commencement thereof, or Lessee takes any action authorizing any such petition or proceeding;
- e. any judgment involving an amount in excess of \$100,000 shall be rendered against Lessee which remains unpaid or not stayed for a period of sixty days;
- f. Lessee shall dissolve, liquidate, wind up or cease its business, sell or otherwise dispose of all or substantially all of its assets, or make any material change in its lines of business; or
- g. Lessee shall suffer any loss or suspension of any material license, permit, or other right or asset necessary to the operation of the Equipment or the Network.

25. REMEDIES. In addition to the remedies stated at Section 8, upon the occurrence and continuation of an Event of Default, VTA shall have the right, in its sole discretion, to exercise any one or more of the following remedies:

- a. terminate each Lease or any of them;
- b. declare any and all Rent and other amounts then due and any and all Rent and other amounts to become due under the Agreement including interest thereon (collectively, the "Lease Obligations") immediately due and payable notwithstanding any applicable Forbearance Period;

c. take possession of any or all items of Equipment, wherever located, without demand, notice, court order, or other process of law, and without liability for entry to Lessee's premises, for damage to Lessee's property, or otherwise;

d. demand that Lessee immediately return any or all Equipment to VTA in accordance with Paragraph 18 above, and, for each day that Lessee shall fail to return any item of Equipment, VTA may demand an amount equal to the Rent payable for such Equipment in accordance with Paragraph 18 above;

e. lease, sell or otherwise dispose of the Equipment, in accordance with the terms of the Grant if applicable, in a commercially reasonable manner with or without notice and on public or private bid; and

f. exercise any other right or remedy to recover damages or enforce the terms of the Leases and this Agreement. Upon the occurrence and continuance of an Event of Default or an event which with the giving of notice or the passage of time, or both, would result in an Event of Default, VTA shall have the right, whether or not VTA has made any demand or the obligations of Lessee hereunder have matured, to appropriate and apply to the payment of the obligations of Lessee hereunder all security deposits, interest, and other deposits (general or special, time or demand, provisional or final) now or hereafter held by and other indebtedness or property now or hereafter owing by VTA to Lessee. VTA may pursue any other rights or remedies available at law or in equity, including, without limitation, rights or remedies seeking damages, specific performance, and injunctive relief. No right or remedy is exclusive of any other provided herein or permitted by law or equity. All such rights and remedies shall be cumulative and may be enforced concurrently or individually from time to time. Notwithstanding anything to the contrary herein, VTA's sole and exclusive remedy in the event of a Payment Default shall be the termination of the Lease and the repossession of the Equipment subject thereto, except as provided by the remedies at Section 6. Any failure of VTA to require strict performance by Lessee, or any waiver by VTA of any provision hereunder or under any Schedule, shall not be construed as a consent or waiver of any other breach of the same or of any other provision. Any amendment or waiver of any provision hereof or under any Schedule or consent to any departure by Lessee here from or therefrom shall be in writing and signed by VTA.

26. VTA'S EXPENSE. Lessee shall pay VTA all costs and expenses in protecting and enforcing VTA's rights and interests in each Lease and the Equipment, including, without limitation, legal, collection, and remarketing fees and expenses incurred by VTA in enforcing the terms, conditions, or provisions of each Lease or upon the occurrence and continuation of an Event of Default.

27. LESSEE'S WAIVERS. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by the UCC applicable in Vermont with respect to claims under the Grant or by the VTA. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require VTA to sell, lease, or otherwise use any Equipment in mitigation of VTA's damages. Lessee hereby waives all claims and legal action of any kind whatsoever against VTA for any default, injury or damage by VTA under any Lease or this Agreement, absent VTA's fraud, gross negligence or willful misconduct, and any claim or action of right brought by Lessee shall be commenced within one year after the cause of action accrues.

28. NOTICES; ADMINISTRATION. Except as otherwise provided herein, all notices, approvals, consents, correspondence, or other communications required or desired to be given hereunder shall be given in writing and shall be delivered by overnight courier, or certified or registered mail, postage prepaid, if to VTA, then to Vermont Telecommunications Authority, One Hundred State Street, Suite 346, Montpelier, Vermont 05620-3205 Attention: Executive Director, if to Lessee, then to [Name][Address], Attention: [Chief Executive Officer] or such other address as shall be designated by Lessee or VTA to the other party in writing in accordance with this Section. All such notices and correspondence shall be effective when delivered.

29. REPRESENTATIONS. In addition to all other representations, covenants, warranties and agreements herein, Lessee represents and warrants to VTA that

- a. Lessee is formed, duly authorized and validly existing under the laws of the State of [state name];
- b. the execution, delivery, and performance by Lessee of this Agreement are within Lessee's powers, have been duly authorized by all necessary action, do not violate or breach any agreement with a third party, and do not and will not contravene (i) Lessee's organizational documents or (ii) any law, regulation, rule, or contractual restriction binding on or affecting Lessee;
- c. no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery, and performance by Lessee of this Agreement;
- d. this Agreement and each Lease constitutes the legal, valid, and binding obligations of Lessee enforceable against Lessee in accordance with its terms;
- e. the cost of any Equipment sold to VTA by Lessee does not exceed the fair and usual price for such type of equipment purchased in like quantity and reflects all discounts, rebates, and allowances for the Equipment (including, without limitation, discounts for advertising, prompt payment, testing, or other services) given to the Lessee by the manufacturer, supplier, or any other person;
- f. all information supplied by Lessee to VTA in connection herewith is correct in all material respects and does not omit any material statement necessary to insure that the information supplied is not misleading;
- g. neither Lessee nor its officers, employees, or members of its board of directors are "Interested Parties" as defined in the Grant pursuant to 13 CFR §300.3;
- h. no brokerage services were utilized or engaged in obtaining this Agreement; and
- i. no officer, agent, attorney or employee of the federal government or person who exercised discretion with regard to the Grant is, as of the Effective Date now or has an agreement with Lessee to be, an employee or principal of Lessee.

30. FURTHER ASSURANCES. Lessee, upon the request of VTA, will execute, acknowledge, record, or file, as the case may be, such further documents and do such further acts as may be reasonably necessary, desirable, or proper to carry out more effectively the purposes of this Agreement. Lessee hereby appoints VTA as its attorney-in-fact to execute on behalf of Lessee and authorizes VTA to file without Lessee's signature any UCC financing statements and amendments VTA deems advisable and notice shall be provided to Lessee of such event. Lessee further acknowledges that this Agreement and all documentation related to this Agreement and the Grant are subject to the VTA's disclosure obligations under Title 1, Sections 315 et al. of the Vermont Statutes Annotated and Title 5, Section 522 of the United States Code.

31. FORCE MAJEURE. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event.

32. WAIVER OF JURY TRIAL. Omitted.

33. NO AGENCY. Lessee acknowledges and agrees that neither the manufacturer nor any supplier, salesman, representative, or other agent of the manufacturer or supplier, is an agent of VTA. No salesman, representative, or agent of the manufacturer or supplier is authorized to waive or alter any term or condition of this Agreement or any Schedule and no representation as to the Equipment or any other matter by the manufacturer or supplier shall in any way affect Lessee's duty to pay Rent and perform its other obligations as set forth in this Agreement or any Schedule.

34. GOVERNING LAW; SEVERABILITY. THIS AGREEMENT AND EACH LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF VERMONT, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF. IF ANY PROVISION SHALL BE HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED. LESSEE ACKNOWLEDGES THAT LESSEE HAS READ THIS AGREEMENT AND THE SCHEDULE HERETO, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, LESSEE AND VTA AGREE THAT THIS AGREEMENT, THE LEASES, AND THE SCHEDULES DELIVERED IN CONNECTION HERewith FROM TIME TO TIME, ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. SHOULD ANY INCONSISTENCY EXIST BETWEEN THE TERMS OF ANY LEASE OR SCHEDULE AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL PREVAIL. In the event of any conflict between this Section 34, or any other provision of this Agreement or any Lease and the Grant, then the Grant shall govern. In the event of any conflict between this Agreement or its provisions and a Lease, the Lease shall govern.

35. SWITCH SERVICES. As a condition of VTA's performance under this Agreement (and an exception to VTA's acceptance deemed to automatically occur pursuant to Section 3), Lessee agrees that it will, prior to delivery to VTA of a Corridor Acceptance Certificate, (i) acquire rights to operate and/or own a switch that is sufficient to operate the VTA Network and to perform Lessee's obligations under any roaming agreement(s) to which Lessee is a party, or (ii) execute an agreement for hosted switching services sufficient to operate the VTA Network and to perform Lessee's obligations under any roaming agreement(s) to which Lessee is a party.

36. RIGHT TO RELOCATE. In circumstances where Sprint, Verizon, T-Mobile or AT&T have provided material overlapping mobile voice CMRS coverage within a Corridor, upon Lessee's written request approved in writing by VTA, and with Grantor's approval, permit the Equipment located within such material overlap can be relocated to locations that are mutually agreeable, at Lessee's sole expense, and VTA and Lessee will amend existing Leases or issue new Leases and Schedules as required to conform with the terms of this Agreement.

37. APPLICABLE FEDERAL ACTS. Lessee's performance under this Agreement is subject to all federal laws applicable as a result of the federally-funded Grant. See, e.g., US Department of Economic Development, Standard Terms and Conditions for Construction Projects, Title II, dated March 12, 2013, and Special Award Conditions for Financial Assistance Award for Public Works and Economic Development Facilities, Award No. 01-79-14230. Among other requirements, Lessee specifically agrees (i) that any and all wages paid to perform the obligations of Lessee under this Agreement with respect to the VTA Network will comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3144, 3146, 3147; 42 U.S.C. § 3212), requiring minimum wages for mechanics and laborers employed on Federal Government public works projects to be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in Vermont; (ii) that the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 – 3708, applies to the performance of the work required under this Agreement for the construction and operation of the VTA Network; (iii) that the requirements are not exempted or satisfied by a Programmatic Agreement, the National Historic Preservation Act, 16 U.S.C. § 470, and Historical and

Archeological Preservation Act, 16 U.S.C. § 469a-1 et seq. shall apply to construction of the VTA Network and any accessories or extensions thereof; (iv) that applicable provisions of federal law and regulations is of that prohibit discrimination against any person on the grounds of race, color, national origin, handicap, age, religion, or sex apply to the construction of the VTA Network; and (v) the Grant and therefore the Agreement is subject to subpart C of 2 C.F.R. part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)."

38. NON-DISCRIMINATION. During the performance of this Agreement, Lessee, referred to in this Section 38 as "the contractor" agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(8) Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(9) Contractor or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of Executive Order No. 11246, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(10) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers

or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(11) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require. [Sec. 202 and 203 of Executive Order 11246 as amended by Executive Order 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684.; Executive Order 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230. <http://www.archives.gov/federal-register/codification/executive-order/11246.html>].

40. CONSENT TO MONITORING AND OTHER GRANT STANDARDS.

a. For purposes of the this Section 40, Lessee may be considered a Subrecipient of the Grant and shall consent to monitoring, by VTA and others, the use of Grant funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the Federal award is administered in compliance with laws, regulations, and the provisions of this Agreement or the Grant and that performance goals are achieved.

b. Lessee shall not engage in activities under this Agreement that may restrict or eliminate competition. No employee, officer, or agent of Lessee shall participate in the selection, award, or administration of a subaward supported by Federal funds if a real or apparent conflict-of-interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this Subsection 40.b has a financial interest or other interest in the organization selected or to be selected for a subaward. The officers, employees, and agents of Lessee shall neither solicit nor offer anything of monetary value to VTA, its officers, employees or agents. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It could also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

c. Lessee's performance under this Agreement is subject to 2 C.F.R. part 1326, subpart C, "Government wide Debarment and Suspension (Nonprocurement)" and 15 C.F.R. part 28, "New Restrictions on Lobbying." Lessee should be prepared to provide Form CD-512, "Certification Regarding Lobbying-Lower Tier Covered Transactions," completed without modification. The Grant is subject to subpart C of 2 C.F.R. part 1326, "Government wide Debarment and Suspension (Nonprocurement)." This Agreement is subject to 31 U.S.C § 1352, as implemented at 15 C.F.R. part 28, regarding new restrictions on lobbying and Lessee may be required to submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any report.

41. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION: Department of Labor regulations set forth in 4 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. Lessee shall comply with 41 CFR 60-4. by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women in each new project area shall be as follows: From April 1, 1981, until further notice: 6.9 percent. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions. Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "Standard Federal Equal Employment

Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6.

During the performance of this contract, Lessee specifically agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Failure or refusal to comply with these provisions may result in cancellation, termination, or suspension in whole or in part the Grant. Each nonexempt subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

42. **AVAILABILITY OF GRANT FUNDS.** The funds awarded under the Grant are subject to terms, conditions and legislative initiatives outside the control of the VTA. If the funds awarded under the Grant are insufficient or unavailable to support payment obligations under this Agreement, then the VTA shall not be obligated for payments due under this Agreement, and the parties shall have the right to terminate this Agreement in the event of a suspension of the Grant for more than 30 days or any cancellation of the Grant due to insufficient funds. Lessee shall have the right to receive full payment for and/or retain payments previously distributed from Grant funds for all work performed through the effective date of termination.

43. **BOND REQUIREMENTS.** Lessee agrees to ensure its performance by providing to VTA upon execution of this Agreement a performance bond equal to 100 percent of the Purchase Price of the to secure fulfillment of all Lessee's obligations under this Agreement and each Lease, and a payment bond for 100 percent of

the Purchase Price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. See 15 C.F.R. §24.36(h). Any bond required under this Section 43 shall not be allowed to lapse until all Equipment is installed and all Corridor Acceptance Certificates have issued.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be duly executed by their duly authorized officers as of the date first written above.

VERMONT TELECOMMUNICATIONS AUTHORITY

By: _____

Name: Christopher J. Campbell

Title: Executive Director

[NAME]

By: _____

Name: [name]

Title: Chief Executive Officer

EXHIBIT I: EQUIPMENT

Following are the specifications for the Equipment that is the subject of this Agreement to be deployed for purposes of constructing and operating the VTA Network. One radio or radio access node (“RAN”) as described below, one supplemental processing unit that includes battery backup, as described below, transmit and receive antennas, licensed radio software as required to operate the RAN, connections to all power and backhaul services, and all mounting hardware of any kind, collectively, are referred to in this Exhibit I as a “RAN Unit”. The Equipment is comprised of RAN Units. One RAN Unit will be deployed at each Site within the Corridor. [The following is an approximation of a RAN Unit subject to awarded bidder’s comparable specifications] RAN Unit Specifications [Specific specifications for this Exhibit I to be completed upon award of the RFP. At minimum, Equipment shall include any tangible item installed, attached or functioning in Vermont that is necessary for the construction and operation of the VTA Network.]

The RFP will require the following characteristics (by example):

- Dual mode (GSM/CDMA) system
- Software upgrade to UMTS (3G) and/or LTE (4G) supported
- Deployed as a base transceiver station (BTS) with control functions including packet control and other like functions fulfilled through connectivity
- 24 VDC input power
- Battery backup – 30-60 minutes of operations under typical circumstances
- Receiver sensitivity; -110 dBm
- Wall or Pole Mounting Equipment

Waveform Specifications: GSM/EDGE

Capacity: each Unit to accommodate 10 or more simultaneous users per RAN unit

Data rates of: [to be identified by respondents to RFP]

Waveform Specifications: CDMA2000

Capacity: 16 calls per RAN unit

Data rates of: [to be identified by respondents to RFP]

EXHIBIT II: VTA NETWORK CORRIDORS

VTA Network [COLUMNS AND MAP ATTACHMENT TO BE COMPLETED PRIOR TO ISSUANCE OF RFP AND IN ACCORDANCE WITH GRANT APPLICATION/TERMS]

Corridor name, number of radios, description of end points and approximate mileage are listed below. The locations of the Corridors are also shown in the map below. .

Corridor Name	Mileage	Radios	Corridor End Points (Cross Roads, Mile Markers, etc.)*
T.C. Warren to Rochester Rt. 100-S			
T.C. Hancock to Bread Loaf Rt. 125			
T.C. Rochester to Goshen Rt. 73-E			
T.C. Stockbridge Rt. 100 and Rt. 107			
T.C. Northfield to Braintree Rt. 12A			
T.C. Rt. 112 to state line			
T.C. Woodstock to Felchville Rt. 106			
T.C. Rt. 100 S. of Rt. 9 Jacksonville to Whitingham			
T.C. Rt. 100 Wilmington to West Dover			
T.C. Island Pond to Canaan Rt. 114			

*** All locations are approximately 1/2 mile buffer perpendicular to the roadway and 1/2 mile past the end (on the roadway) of each crossroad.**

EXHIBIT III: NETWORK OPERATING STANDARDS

The performance of the VTA Network shall be subject to and comply with the standards agreed between Lessee and the CMRS providers that are its roaming partners or its FCC licensed carrier customers. Lessee will notify VTA in writing if the standard changes. Moreover the CMRS signals in the Corridors shall meet a standard of [to be completed by RFP response]. Therefore, field analysis and engineering required to prepare the VTA Network design shall not be conducted until sufficient vegetation has returned to the trees to evaluate the impact of foliage on the transmission of the Equipment and completion of calls on the VTA Network.

EXHIBIT IV: CORRIDOR ACCEPTANCE CERTIFICATE

INSTRUCTIONS

1. LESSEE SHALL SIGN, DATE AND DELIVER THIS CERTIFICATE TO VTA IN PERSON, VIA EMAIL OR AT VTA'S ADDRESS AFTER THE CORRIDOR IS INSTALLED AND THE CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THE LEASE AS IT APPLIES TO EACH CORRIDOR HAVE BEEN SATISFIED.

 2. DO NOT SIGN UNLESS ALL ITEMS ARE ACCEPTABLE AND THE CORRIDOR HAS BEEN TESTED.

 3. IF ANY ITEMS ARE UNACCEPTABLE, PROMPTLY NOTIFY VTA IN WRITING OF THE SPECIFICS.
-

<u>Corridor Name and Map (attached)</u>	<u>Corridor Acceptance Date</u>	<u>Compact RAN Serial Number</u>	<u>Support Process Box Serial Number</u>	<u>Site Identifier: Utility Pole Number or Street Address</u>	<u>GIS Coordinates</u>	<u>Additional Equipment</u>

LESSEE' S REPRESENTATIONS

- A. By executing this Corridor Acceptance Certificate ("Certificate") Lessee represents to VTA as an inducement to VTA's grant of the Lease that the Equipment identified in this Certificate is:
 - (i) interconnected to the public switched telephone network and part of the VTA Network;
 - (ii) located in the Corridor as shown on the attached map and on the utility poles and at the GIS coordinates shown above;
 - (iii) in good working order, and meet manufacturers' standards of installation and operation;
 - (iv) subject to manufacturers' warranties for the Equipment, and such warranties are in full force and effect;
 - (v) subject to lawful agreement(s) with the owner(s) of the utility pole, structure, or other real property on which Equipment is installed, and such agreement(s) are in full force and effect without actual or imminent material default by Lessee;
 - (vi) is in the titled ownership of VTA and not subject to any lien, or other evidence of ownership or interest filed against the Equipment other than liens or other evidence of ownership filed for the protection of VTA or Grantor;
 - (vii) functioning to the standards required by the applicable roaming agreements and frequency leases to which Lessee is a party;
 - (viii) in compliance with all applicable laws, authorizations, permits, attachment agreements, building and electrical codes and ordinances;
 - (ix) operating as a wireless mobile telecommunications network to serve the State of Vermont, capable of use by any commercial mobile radio service providers licensed by the Federal Communications Commission and their respective customers utilizing the GSM and CDMA;

- (x) provides, when accessed by the customer equipment of any commercial mobile radio service provider, continuous commercial mobile radio services (voice and data) coverage along the Corridor with hand-off between the Equipment at the Sites within the Corridor; and
- (xi) the subject of the accepted Site Acceptance Test (see Exhibit VI) attached hereto and made a part hereof.

B. The Lessee also represents to VTA that as of the date of this Certificate:

- (i) Lessee has a Vermont Certificate of Public Good to operate a telecommunications business;
- (ii) Lessee has authorization to do business in Vermont, and no unpaid and delinquent tax liabilities in Vermont;
- (iii) Lessee holds all authorizations or approvals of the Federal Communications Commission required for Lessee's use of the radio frequencies on which the Equipment transmits and receives radio signals for operation of the VTA Network;
- (iv) the Master Lease Agreement is in full force and effect;
- (v) Lessee's licenses in writing to all software required to operate and integrate the Equipment into a network and required to modulate the radio frequencies in order to provide the Public Benefit are in full force and effect without actual or imminent material default by Lessee, and have a remaining term of not less than fifteen (15) years from the date hereof;
- (vi) Lessee has acquired rights to own and/or operate a switch, or has fully executed agreement for host switching services that is in full force and effect without actual or imminent material default by Lessee, and the switch or agreement for host switching services meets the criteria of Section 35;
- (vii) Lessee has full right to operate and leasehold title (or better) to not less than five (5) megahertz of radio frequency spectrum licensed for transmission of commercial mobile radio services by the FCC, subject to one or more agreement(s) and such agreement(s) are in full force and effect without actual or imminent material default by Lessee; and
- (viii) Lessee is party to a "roaming agreement" or other agreement with a third party commercial mobile radio service provider by which such provider will utilize the VTA Network to provide mobile voice communication services to its subscribers and such agreement is in full force and effect without actual or imminent material default by Lessee.

C. By executing this Corridor and Acceptance Certificate Lessee also agrees:

- 1. Lessee is in possession of the Equipment and accepts the Equipment set forth in the Schedule for purposes of the Lease and operation of the VTA Network.
- 2. Lessee's obligations under this Lease commence upon Lessee's execution of this Certificate and, except as provided in the Agreement, are irrevocable.
- 3. VTA makes no express representations and has disclaimed any implied warranties of any kind whatsoever with regard to the Equipment, its suitability, operability or durability; and VTA makes no representations that apply to the selection of the Corridor, the availability of customers, carriers, or revenue, available from operating the Equipment within the Corridor.
- 4. Except as otherwise provided in the Agreement, Lessee's obligation to continue to operate the Equipment to the standards of performance stated in the Master Lease Agreement will continue for the remaining Term and will not be waived, released, or amended by problems, defects, operability or performance of the Equipment or the network design of the VTA Network as it applies to the Corridor.
- 5. This Certificate and the attached Schedule incorporate and are governed by the terms and conditions of the Master Lease Agreement and the terms with initial capitals herein shall have the definitions assigned therein.

D. BY SIGNING THIS CERTIFICATE, LESSEE ASSERTS AND VTA AGREES:

- 1. Ownership of the VTA Network with regard to this Corridor is delivered to VTA. The obligations of the Lessee with respect to Deployment are completed.
- 2. All conditions precedent to the grant of the Lease of the Corridor are satisfied.

3. Site Acceptance Testing (see Exhibit VI) for each Site has been accepted by VTA.
4. That the following exceptions to this Certificate for the Corridor are mutually acceptable to the parties:

RAN Unit (by serial numbers)	Corridor Exception from standards set by the Acceptance Certificate or Exhibit VI or the Corridors as described in Exhibit II. Please describe exception in detail.	Initials of each Party Signifying acceptance of the exception as described

Signed on behalf of Lessee by:

:

By: _____ **Date:** _____

Name:

Title:

Duly authorized

Signed on behalf of VTA by:

By: _____ **Date:** _____

Name:

Title:

Duly authorized

EXHIBIT V: RENT

[To be completed based on response to RFP]

Lessee will pay to VTA annual rent calculated in accordance with this Exhibit VI and the Agreement:

Annually from [TBD]	Rent or Interest Due	Date Rent or Interest Payable

EXHIBIT VI: SITE ACCEPTANCE CERTIFICATE

<u>General Information</u>
Site Identifier (Utility Pole Number or Street Address)
Date / Time of Test
Test Participants
Individual Documenting Results
Backhaul Type & Bandwidth
Antenna Type (Omni or Directional)
Roaming Network Operator 1
Roaming Network Operator 2
Roaming Network Operator 3
Roaming Network Operator 4
Roaming Network Operator 5

Roaming Network Operator Test Results		GSM	CDMA	LTE	
Operator					
Handset make & model					
Air Interface					
Frequency band(s) tested					
Mobile Registration (success/failure)					
Mobile Originated SMS (success/failure)					
Mobile Terminated SMS (success/failure)					
Mobile Originated Phone Call (success/failure)					
Landline or Mobile Recipient					
Mobile Terminated Phone Call (success/failure)					
Landline or Mobile Initiated					
Data Browsing (success/failure)					
Speedtest.net Upload Speed					
Speedtest.net Download Speed					

Test Conducted by: _____ for _____ on __/__/__

Test Confirmed or Accepted by: _____ for VTA on __/__/__

EXHIBIT VII: STANDARD STATE TERMS AND CONDITIONS

1. Entire Agreement. This Agreement and each Lease represent the entire agreements between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. This Agreement and these State Terms and Conditions are subject to the terms of the Grant.
2. Applicable Law. This Agreement and all Leases will be governed by the laws of the State of Vermont. Any action or proceeding brought pursuant to this License shall be brought and enforced in the Superior Court of the State of Vermont, Washington County Division. The Lessee irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding.
3. Independence, Liability. The Lessee will act in an independent capacity and not as officers or employees of the State. The Lessee shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Lessee or of any agent of the Lessee. The State shall notify Lessee in the event of any such claim or suit, and the Lessee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. Lessee shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this contract. After a final judgment or settlement Lessee may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. Lessee shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of Lessee. Lessee shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Lessee.
4. Insurance. Before commencing work on this contract the Lessee must provide certificates of insurance to show that the following minimum coverages are in effect. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Lessee for the Lessee's operations. Lessee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement. These are solely minimums that have been established to protect the interests of the State. Lessee shall notify the State if any of its policies are replaced by policies that do not provide comparable coverage to those set forth below.
 - a) Workers Compensation: With respect to all operations performed, the Lessee shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.
 - b) General Liability and Property Damage: With respect to all operations performed under the contract, the Lessee shall carry general liability insurance having all major divisions of coverage including, but not limited to:
 - Premises - Operations
 - Products and Completed Operations
 - Personal Injury Liability
 - Contractual LiabilityThe policy shall be on an occurrence form and limits shall not be less than:
 - \$2,000,000 per Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$ 50,000 Fire/ Legal/Liability

- c) Automotive Liability: The Lessee shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.
 - d) Professional liability insurance: Before commencing work as contemplated in this Agreement and throughout the Term, Lessee shall cause its engineers and other design professionals who perform work related to Lessee's use of the Equipment to procure and maintain professional liability insurance for any and all services so performed with minimum coverage of \$1,000,000 per occurrence.
5. Fair Employment Practices and Americans with Disabilities Act. Lessee agrees to comply with the requirements of Title 21, V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Lessee shall also comply, to the full extent applicable, with the Americans with Disabilities Act of 1990, as amended.
6. Set Off. The State may set off any sums which the Lessee owes the State against any sums due the Lessee under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
7. Taxes Due To the State.
- a. Lessee understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Lessee certifies under the pains and penalties of perjury that, as of the date the License is signed, the Lessee is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Lessee understands that any payment under this Agreement from the State (or VTA) to Lessee (e.g. for termination without cause) may be withheld if the Commissioner of Taxes determines that the Lessee is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Lessee also understands the State may set off any taxes (and related penalties, interests and fees) due to the State of Vermont, but only if the Lessee has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Lessee has no further legal recourse to contest the amounts due.
8. Subcontractors. Lessee shall not assign or subcontract the performance of this agreement or any portion thereof to any other party without the prior written approval of the State. Notwithstanding the foregoing sentence, Lessee may hire subcontractors to install and maintain the Equipment, provided that Lessee ensures those contractors comply with the provisions of this Agreement. Lessee also agrees to obtain a tax certification clause substantially identical to Paragraph 7(b) above from all subcontractors hired for performance of this Agreement operating in the State of Vermont.
9. No Gifts or Gratuities. Lessee shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the Term.

EXHIBIT VIII: FORM OF SCHEDULE AND LEASE

The Equipment described in this Schedule is the subject of that certain Master Lease Agreement dated _____, 2013 by and between Vermont Telecommunications Authority, with a mailing address of One Hundred State Street, Suite 342, Montpelier, VT 05620-3205 (“VTA”) and [Name] with a mailing address of [address] (“Lessee”). The Master Lease Agreement is hereby incorporated into this Schedule and the terms with initial capitals shall have the meanings assigned therein. The Equipment shown below is owned by the VTA. VTA leases to Lessee the Equipment listed herein in accordance with the terms and conditions of the Master Lease Agreement upon execution of this Schedule by VTA. The parties agree to the recording of this Lease in the land records of the municipality in which the Equipment is located. The parties further agree under the UCC as applicable in Vermont this agreement by its terms gives effect to notice of VTA’s right or lien with respect to the Equipment, constituting personal property in Vermont, as required by the terms of the Grant and to execute all further documentation required to meet the obligations of VTA under the Grant with regard to securing a lien to benefit of the EDA.

<u>Corridor Name and Map</u>	<u>Corridor Completion Date</u>	<u>Corridor Acceptance Date</u>	<u>Compact RAN Serial Number</u>	<u>Sup p l’t Process Box Serial Number</u>	<u>Site Identifier: Utility Pole Number or Street Address</u>	<u>GIS Coordinates</u>	<u>Additional Equipment</u>

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease Agreement to be effective as of the date first set forth above.

VTA

By: _____
 Print: _____
 Title: Executive Director, Vermont Telecommunications Authority##
 Duly Authorized Representative

STATE OF VERMONT
 COUNTY OF WASHINGTON

On this the ___ day of _____, 20___, before me personally appeared _____ who acknowledged him/herself to be the Executive Director of the Vermont Telecommunications Authority, State of Vermont, and that s/he acknowledged the foregoing instrument by him/her sealed and subscribed to be his/her free act and deed and the free act and deed of the Vermont Telecommunications Authority.

In witness whereof I hereunto set my hand and official seal.

Before me, _____

Notary Public
 My Commission Expires: _____

LICENSEE

Entity Name:

By:

Title:

By: _____

Print:

Title:

Duly Authorized Representative

STATE OF _____

COUNTY OF _____

On this the ___ day of _____, 20___, before me personally appeared _____ who acknowledged him/herself to be a _____ of the _____ and that he/she acknowledged the foregoing instrument by him/her sealed and subscribed to be his/her free act and deed and the free act and deed of said _____.

In witness whereof I hereunto set my hand and official seal.

Before me, _____

Notary Public

My Commission Expires: _____

EXHIBIT IX: RESILIENCY POINTS

Town	Preferred location	Latitude	Long
Halifax	Town Offices/School	42.784150	-72.768500
Whitingham	Middle School/Elem. School	42.787867	-72.841200
Dover	Town Hall	42.944000	-72.802533
Townshend	Town Hall	43.045920	-72.666683
Stockbridge	Central School and Rec Area	43.764094	-72.717453
Rochester	Town Offices	43.876004	-72.806947
Hancock	Town Hall and Community Church	43.924614	-72.840366
Roxbury	Town Offices	44.090905	-72.734120
Rt 114 Pole	Rt 114 East Side of road	44.902717	-71.881385
Norton	Town Hall and Offices	45.009082	-71.795313

EXHIBIT X: LESSEE'S NETWORK

[COLUMNS AND MAP ATTACHMENT TO BE COMPLETED PRIOR TO ISSUANCE OF RFP AND IN ACCORDANCE WITH GRANT APPLICATION/TERMS]

Corridor Name	Mileage	Radios	Corridor End Points (Cross Roads, Mile Markers, etc.)*
T.C. Woodstock to Bethel Rt. 12			
T.C. Charleston to Bloomfield Rt. 105			
T.C. Rt. 30 Newfane to Jamaica (Townshend and Jamaica portions)			
Other Routes:			