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COMMONWEALTH OF MASSACHUSETTS

2016 MAR 23 PM 1 34

SUPERIOR COURT
U.S. DISTRICT COURT
DISTRICT OF MASS.
C.A. NO. 1676CV00031

BERKSHIRE, ss

NORTH ADAMS TOWER COMPANY,
INC.

Plaintiff,

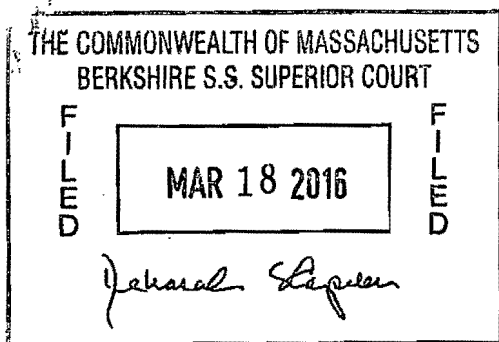
v.

PITTSFIELD CELLULAR TELEPHONE
COMPANY d/b/a VERIZON WIRELESS

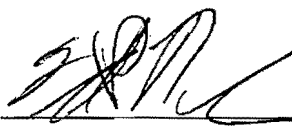
Defendant,

NOTICE OF FILING OF NOTICE OF REMOVAL

Pursuant to 28 U.S.C.A. § 1446(d), the Defendant, Pittsfield Cellular Telephone Company d/b/a Verizon Wireless, hereby gives notice to the Superior Court of Berkshire County, Massachusetts and to Donald W. Goodrich, counsel for the Plaintiff, that the Defendant has filed a Notice of Removal, thereby removing the above-captioned action to the United States District Court for the District of Massachusetts. A copy of the Notice of Removal is attached to this Notice.



Defendant,
Pittsfield Cellular Telephone Company d/b/a
Verizon Wireless
By Their Attorneys,


William P. McGovern, Jr, BBO#656188
Tucker, Saltzman, Dyer & O'Connell, LLP
50 Congress Street
Boston, MA 02109
Tel: (617) 986-4217
Fax: (617) 986-4202
mcgovern@tsd-lawfirm.com

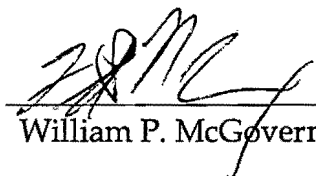
A True Copy
Attest: 
Clerk

MSD

CERTIFICATE OF SERVICE

I, William P. McGovern, hereby certify that on this 16th day of March 2016, I served a copy of the foregoing document by first class mail, postage pre-paid, on all counsel of record:

Donald W. Goodrich, Esquire
Donovan & O'Connor, LLP
1330 Mass MoCA Way
North Adams, MA 01247

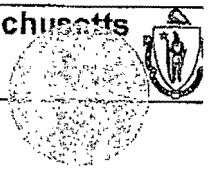


William P. McGovern, Jr.

CIVIL ACTION COVER SHEET

1676CV00031

The Superior Court



PLAINTIFF(S): NORTH ADAMS TOWER COMPANY, INC.
ADDRESS: 61 Main Street, Room 249
North Adams, MA 01247

COUNTY: BERKSHIRE

ATTORNEY: Donald W. Goodrich
ADDRESS: Donovan & O'Connor, LLP
1330 Mass MoCA Way, North Adams, MA 01247
(413) 663-3200

DEFENDANT(S): PITTSFIELD CELLULAR TELEPHONE
COMPANY d/b/a VERIZON WIRELESS

ADDRESS: 180 Washington Valley Road
Bedminster, NJ 07921

BBO: 202200

TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)

CODE NO. A99/D13/B04
TYPE OF ACTION (specify) Other Contract - Breach of Contract
TRACK A
HAS A JURY CLAIM BEEN MADE? [X] YES [] NO
Declaratory Judgment
Other Negligence - Property Damage

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS
(attach additional sheets as necessary)

Table with 2 columns: Description of damages (A-F) and Amount (\$). Includes a court stamp: THE COMMONWEALTH OF MASSACHUSETTS BERKSHIRE S.S. SUPERIOR COURT FEB 01 2016. Subtotal (A): \$ 184,103.41. Total (A-F): \$ 292,794.23.

G. Briefly describe plaintiff's injury, including the nature and extent of injury: Defendant negligently performed construction/maintenance/repairs/modifications to the Tower. As a result of defendant's negligence, plaintiff suffered damages, including property damage and lost revenue. TOTAL (A-F): \$ 476,897.64

CONTRACT CLAIMS
(attach additional sheets as necessary)

Provide a detailed description of claims(s): Defendant breached agreement regarding the construction/maintenance/repair and modification of the Tower. As a result of the breach, plaintiff suffered damages, including property damage and lost revenue. TOTAL: \$ 476,897.64

Signature of Attorney/Pro Se Plaintiff: X [Signature] Date: 1/29/16

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: X [Signature] Date: 1/29/16

(1)

COMMONWEALTH OF MASSACHUSETTS

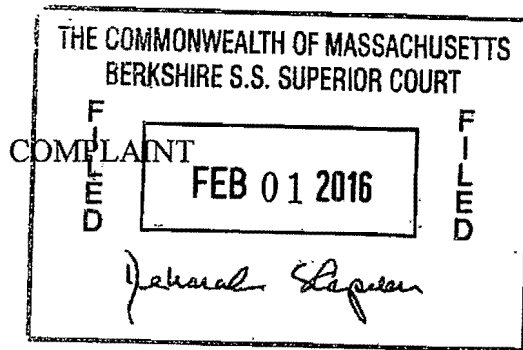
BERKSHIRE, ss

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
Civil Action No. 1676CV00031

NORTH ADAMS TOWER COMPANY, INC.
Plaintiff

v.

PITTSFIELD CELLULAR TELEPHONE
COMPANY d/b/a VERIZON WIRELESS,
Defendant



PARTIES

1. North Adams Tower Company, Inc. ("North Adams Tower") is a Massachusetts corporation with a principal place of business located at 61 Main Street, Room 249, North Adams, Massachusetts.

2. Pittsfield Cellular Telephone Company ("Pittsfield Cellular") is a general partnership whose managing partner is Cellco Partnership ("Cellco"), a general partnership with a principal place of business located at 180 Washington Valley Road, Bedminster, New Jersey.

3. Pittsfield Cellular now does and at all times material to the allegations herein made has done business as Verizon Wireless.

FACTS

4. On August 1, 1990, Berkshire Broadcasting Co., Inc. ("Berkshire Broadcasting") as lessor, entered into a Cellular Property Lease with Pittsfield Cellular, as lessee ("Cellular Property Lease") to lease property then owned by Berkshire Broadcasting, located north of Route 2, the Mohawk Trail, in North Adams, Massachusetts, as described in Attachment A to the

Deborah Lapier
Clerk
Attest:
* TRUE COPY

lease (“Premises”) which included an antenna mounting area on an existing 150 foot self-supporting tower (the “Tower”). See Exhibit A.

5. Section 14 of the Cellular Property Lease states:

14. During the term of this Agreement

(a) Lessee shall exercise special precautions to avoid damage to the Tower and to the equipment and other property of Lessor and the other lessees at the site and assumes all responsibility for any and all loss and expense from such damage caused by Lessee.

(b) Lessee hereby indemnifies and holds harmless Lessor . . . from and against any and all claims, actions, damages, liability and expense (including attorney’s fees and expenses) in connection with . . . damage to property arising from or out of the equipment or other property of Lessee, from or out of use by Lessee of the Tower . . . or occasioned by the act or omission of Lessee or its agents or employees or those for whom Lessee is legally liable

6. Berkshire Broadcasting conveyed, by Quitclaim Deed dated and recorded on April 23, 2004, the Premises to North Adams Tower. See Exhibit B.

7. On April 23, 2004, Berkshire Broadcasting entered into an Assignment and Assumption Agreement with North Adams Tower which “assign[ed] all of its right, title and interest . . . in, to and under the leases, agreements and other contracts pertaining to the Tower Site . . .” See Exhibit C.

8. On September 7, 2012, North Adams Tower and Pittsfield Cellular entered into Amendment No. 1 to the Cellular Property Lease (“Amendment 1”). See Exhibit D.

9. Section 2 of Amendment 1 stated:

Lessee shall, upon full execution hereof and at no expense to Lessor, perform those modification to Lessor’s tower as are described in Sections SK-1 and SK-2 (attached hereto) of the

“Detailed Structural Analysis and Reinforcement of Existing 150’ Self-Supporting Lattice Tower New Antenna Arrangement” dated June 12, 2012 prepared by URS Corporation. Any such modification shall not interfere with the activities or operations of Lessor or Lessor’s other tenants.

10. Section 6 of Amendment 1 stated:

Lessee shall have the right to “swap” or otherwise replace any of the antennas now or in the future located on Lessor’s tower at no additional rent and without the necessity of Lessor’s consent; provided, however, that Lessee shall have first provided Lessor a structural analysis by a professional engineer which states that such tower shall be structurally capable to support any such replacement antennas without the need for further modification or support.

11. On June 30, 2013, North Adams Tower entered into Amendment 2 to the Cellular Property Lease (“Amendment 2”) with Pittsfield Cellular. See Exhibit E.

12. Amendment 2 replaced Section 2 of Amendment 1 with the following:

Lessee shall, upon full execution hereof and at no expense to Lessor perform those modification to Lessor’s tower as are described in Drawings SK-1, SK-2 and SK-3 (attached hereto) of the “Detailed Structural Analysis and Reinforcement of Existing 150’ Self-Supporting Lattice Tower New Antenna Arrangement” dated April 16, 2013 prepared by URS Corporation. Any such modification shall not interfere with the activities or operations of Lessor or Lessor’s other tenants.

and also provided that:

2. Upon completion of the modifications described in Section 1 [set forth above] Lessee shall be authorized and permitted to install and maintain, at no additional cost, the antennas and associated cables and other equipment depicted on Exhibit LE-1 attached hereto.

13. Between September 7, 2012, and March 29, 2014, Pittsfield Cellular made or caused or caused to be made modifications and additions to the Tower, including, but not limited

to, altering its structural integrity and placing new or additional antennas and related materials on it.

14. On or about March 29, 2014, the Tower failed, toppled over and collapsed, destroying it, an adjacent tower, and damaging other yard property of North Adams Tower, as well as antenna, equipment and transmission lines of all the Lessees or Licensees, mounted upon or connect to these facilities located on the Premises.

15. The failure, topple and collapse of the Tower arose from or out of the equipment or other property of Pittsfield Cellular, from or out of use by Pittsfield Cellular of the Tower, and was occasioned by the acts or omissions of Pittsfield Cellular or its agents or employees or those for whom Pittsfield Cellular is legally liable.

16. Pittsfield Cellular failed to exercise special precautions to avoid damage to the Tower and to the equipment and other property of North Adams Tower at the site on the Premises.

17. To date, North Adams Tower has suffered damages and expense (including attorney's fees and expenses as a result of the Tower topple and collapse) in amounts approximating \$500,000.

COUNT I
(Breach of Contract)

18. Plaintiff hereby repeats and incorporates the statements set forth in paragraphs 1-17 above by reference.

19. The defendant has breached the terms of the Cellular Property Lease as amended.

20. The defendant's breach of contract has proximately caused the plaintiff to sustain damages, including, but not limited to, demolishing and removing the damaged Tower and the

adjacent tower, constructing a new tower, and repairing, replacing and securing the surrounding structures, fixtures and landscape of the Premises.

WHEREFORE, the plaintiff requests that this Court enter judgment against Pittsfield Cellular Telephone Company d/b/a Verizon Wireless, awarding the plaintiff the amount of its actual damages, including its attorney's fees and costs, plus interest, reasonable costs and such other relief as this Court deems appropriate.

COUNT II

(Breach of Implied Warranty of Workmanlike Performance)

21. The plaintiff hereby repeats and incorporates the statements set forth in paragraphs 1 - 17 above by reference.

22. In every contract, there is an implied warranty of workmanlike performance pursuant to which the contracting party warrants that it will use reasonable and appropriate skill and care in performing its obligations.

23. The defendant breached the implied warranty of workmanlike performance by failing to use reasonable and appropriate skill and care in the inspection, analysis, modifications and additions to the Tower, which failed, toppled over and collapsed on or about March 29, 2014.

24. As a direct and proximate result of the defendant's breach of the implied warranty of workmanlike performance, by its failure to use reasonable and appropriate skill and care in the inspection, analysis, modifications and additions to the Tower, the plaintiff sustained damages, including, but not limited to, demolishing and removing the damaged Tower and the adjacent tower, constructing a new tower, and repairing, replacing and securing the surrounding structures, fixtures and landscape of the Premises.

WHEREFORE, the plaintiff requests that this Court enter judgment against Pittsfield Cellular Telephone Company d/b/a Verizon Wireless, awarding the plaintiff the amount of its actual damages, plus interest, reasonable costs and such other relief as this Court deems appropriate.

COUNT III
(Negligence)

25. The plaintiff hereby repeats and incorporates the statements set forth in paragraphs 1 - 17 above by reference.

26. Pittsfield Cellular negligently authorized, performed, caused to be performed, supervised and/or approved modifications to the Tower and/or negligently swapped, replaced and/or added antennas and ancillary equipment on the Tower.

27. As a proximate result of the negligence of Pittsfield Cellular, North Adams Tower suffered the damages alleged in paragraphs 14 and 17 above.

WHEREFORE, the plaintiff requests that this Court enter judgment against Pittsfield Cellular Telephone Company d/b/a Verizon Wireless, awarding the plaintiff the amount of its actual damages, plus interest, reasonable costs and such other relief as this Court deems appropriate.

COUNT IV
(Declaratory Judgment)

28. The plaintiff hereby repeats and incorporates the statements set forth in paragraphs 1 - 20 above by reference.

29. Lessees of North Adams Tower and others with rights to use of the Premises suffered damage to their equipment and other property of theirs on the Premises as a result of the

failure of Pittsfield Cellular to exercise special precautions to avoid such damage for which Pittsfield Cellular assumed all responsibility in the Cellular Property Lease.

30. Pittsfield Cellular agreed in the Cellular Property Lease to indemnify and hold harmless North Adams Tower from and against any and all claims, actions, damages, liability and expense (including attorney's fees and expenses) in connection with damage to property arising from or out of the equipment or other property of Pittsfield Cellular from or out of the use by Pittsfield Cellular of the Tower on or about March 29, 2014, when the Tower failed, toppled and collapsed or occasioned by its act or omission or the act or omission of its agents or employees or those for whom it is legally liable.

31. North Adams Tower is on notice of potential claims, actions, damages, liability and expense (including attorney's fees and expenses) of its lessees and others with rights to use of the Tower, arising from or out of Pittsfield Cellular's use of the Tower or occasioned by its act or omission or the act or omission of its agents or employees or those for whom it is legally liable.

32. An actual controversy has arisen between North Adams Tower and Pittsfield Cellular.

WHEREFORE, the plaintiff requests that this Court make binding declarations of the rights, duties, status and other legal relations between North Adams Tower and Pittsfield Cellular and enter a declaratory judgment against Pittsfield Cellular Telephone Company d/b/a Verizon Wireless ordering and enjoining it to indemnify the plaintiff and hold it harmless from and against any and all claims, actions, damages, liability and expense (including attorney's fees and expenses) in connection with damage to property of lessees of North Adams Tower and using the Tower on or about March 29, 2014, when the Tower failed, toppled and collapsed arising from

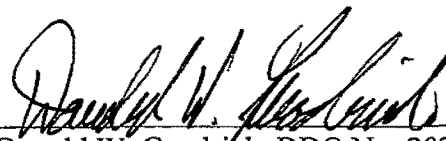
or out of use of the Tower by Pittsfield Cellular or occasioned by its act or omission or the act or omission of its agents or employees or those for whom it is legally liable.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Dated: January 29, 2016

THE PLAINTIFF

By its attorneys,



Donald W. Goodrich, BBO No. 202200

For Donovan & O'Connor, LLP

1330 Mass MoCA Way

North Adams, MA 01247

Tel: (413) 663-3200

Fax: (413) 663-7970

Email: mail@docatty.com

DWG:djb

EXHIBIT A

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Berkshire Broadcasting Co., Inc.
Page 1 of 12

CELLULAR PROPERTY LEASE

This Cellular Property Lease Agreement is made and entered into this 15th day of August, 1996 by and between Berkshire Broadcasting Co., Inc., (the "Lessor") and Pittsfield Cellular Telephone Co., a Massachusetts partnership, having an address c/o Metro Mobile CTS, Inc., 110 East 59th Street, New York, New York 10022 (the "Lessee").

1. Premises.

(a) Lessor hereby leases to Lessee, and Lessee hereby hires and takes from Lessor the real property described on Attachment A attached hereto and made a part hereof (the "Premises").

(b) Lessor hereby leases to Lessee on a non-exclusive basis sufficient space to accommodate all of Lessee's transmit and receive antennas on Lessor's existing 150 foot AGL Tower on the Premises, in accordance with Attachment C hereof.

(c) Lessor leases the Premises together related thereto and with the right of such pedestrian, vehicular and utility ingress and egress to the Premises as Lessee shall deem necessary or appropriate to construct, alter, move, remove and maintain its Facilities (as hereinafter defined); and together with the right to construct, place, alter, move, remove and maintain the Facilities on, under and above the Premises. Lessor agrees to execute such documents as shall be necessary to carry out the intent of this paragraph including, without limitation, utility and ingress and egress easements, and Right of Passage on and to the Premises as set forth on Exhibit C attached hereto and made part hereof.

2. Approvals, Consents and Other Agreements.

(a) It is understood and agreed that the Lessee's ability to use the Premises for the purposes set forth in this Lease is contingent upon its obtaining, either before or after the effective date of this Lease, certain approvals. These approvals (the "Approvals") are all approvals, authorizations, licenses, consents and exemptions required to be issued by all cognizant governmental authorities, in order to construct and operate Lessee's cellular radio telecommunications system on the Premises. In the event that any application for an Approval issued for the operation of the Lessee's Facilities is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority, so that the Lessee shall be unable to use the Premises for the specified purposes, the Lessee shall have the right to terminate this Lease pursuant to this Paragraph 2. This Paragraph 2(a) shall not be applicable if the cancellation, expiration, lapse, withdrawal or

Berkshire Broadcasting Co., Inc.
Page 2 of 12

termination of any of the required approvals is due to the acts or omissions of the Lessee or the failure or refusal of the Lessee to take the actions necessary to obtain or maintain all necessary certificates, permits, licenses, and approvals. Thirty (30) day Notice of the Lessee's exercise of its right to terminate shall be given to the Lessor in writing by certified mail, return receipt requested. All rentals paid pursuant to this Lease to said termination date shall be retained by the Lessor. Upon such termination, this Lease shall become null and void and of no further force and effect and the parties shall have no further obligation, including the payment of money, to each other hereunder.

(b) It is also understood and agreed that the effectiveness of this Lease is contingent upon

- (i) grant of the Right of Passage attached hereto as Exhibit C,
- (ii) obtaining all consents set forth on Attachment E, and
- (iii) obtaining non-disturbance agreements, in form satisfactory for filing on the public record, from all indicated lienors set forth on Attachment B hereto.

In the event that all of the Right of Passage is not granted, consents not obtained, and non-disturbance agreements are not obtained from all lienors, Lessee shall have no obligation to proceed with this Lease and this Lease shall be null, void and of no force or effect.

(c) Lessee shall obtain, at its own expense, any and all licenses and permits from such governmental body or agency as shall have jurisdiction in connection with the installation, repair, alteration or replacement of Lessee's equipment or with any activities of Lessee on the Premises and shall abide by the terms and provisions of such licenses or permits. If for any reason any governmental agency shall deny, terminate, fail or refuse to issue, extend or renew any license or permit to Lessor or Lessee to use or continue to use the Premises for its intended purposes or determine that the Premises is in violation of any statute, orders, regulations, then in that event this Agreement may be terminated by the other party hereto, giving thirty (30) days notice in writing and each party shall not have any further claims against the other and this Lease shall terminate and be of no further force or effect.

Berkshire Broadcasting Co., Inc.
Page 3 of 12

3. Use of Premises. During the term of this Agreement, Lessee, at its expense, shall have the right to do any and all acts necessary or desirable in order to conduct the following activities on the Premises:

- (a) to install radio antennas on the Lessee's tower located on or above the Premises in accordance with the specifications set forth on Attachment C attached hereto and made a part hereof;
- (b) to install Lessee's cellular radio telephone transmitting and receiving equipment at, on, or above the Premises in accordance with Schedule C, and to operate this equipment in accordance with FCC regulations and to insure that this equipment doesn't interfere with the radio transmissions or signals of the Lessor or its other tenants or licensees in their currently existing form, and,
- (c) to alter the Facilities from time to time at Lessee's sole discretion and expense to adapt to Lessee's business needs, provided that such alterations do not interfere with the then existing activities of Lessor or its other tenants, and provided that any alterations that require additional land or Tower space be approved in advance by Lessor.

Lessee at all reasonable times shall have use of and access to the Premises, and to all improvements and appurtenances related thereto. Nothing contained in this agreement shall be deemed to restrict Lessor from using or allowing others to lease the use of the Tower, the Easement, or the land except the Lessor agrees not to use this property in such a way as would interfere in any respect with Lessee's use of the Premises as a communications facility, nor shall Lessor lease such property for an intended use which would so interfere with Lessee's use of the Premises including, but not limited to, the leasing of additional Tower Space to other tenants, licensees or permittees whose transmissions will interfere with Lessee's cellular telephone business and transmissions. Lessee shall utilize the Premises for its cellular communications and related purposes.

4. Term. The Base Term (the "Base Term") of this Lease Agreement which Base Term shall be for a period of ten (10) years. The parties hereto agree to execute, in recordable form, a Memorandum of Lease and/or a Memorandum of Right of Passage setting forth the said commencement date of the Base Term which Memorandum shall exclude financial terms. The parties hereto agree that the commencement date of this lease shall be AUGUST, 1990.

Berkshire Broadcasting Co., Inc.
Page 4 of 12

5. Option to Renew. Provided that Lessee is not in default hereunder, Lessee is hereby granted three (3) options to renew this Lease Agreement following the Base Term for successive periods of five (5) years each, provided that this Lease is in full force and effect at the time of such renewal. If Lessee wishes to exercise any option to renew this Lease as above provided, Lessee shall notify Lessor not later than thirty (30) days prior to the end of the Base Term or the then current renewal term. Failure to exercise any renewal options shall be deemed a waiver of any successive renewal option.

6. Rent/Personal Property Tax.

(a) During the Base Term, Lessee agrees to pay Lessor a monthly rental of Seven Hundred Fifty Dollars (\$750.00) per month, payable in advance, on the first day of a month. If the Base Term of this Lease does not begin on the first day of a month, then the rental payment for such partial month shall be a prorated portion of \$750.00. Said prorated rental payment, if any, shall be due upon the commencement of the Base Term with respect to said Base Term. Notwithstanding anything to the contrary set forth herein, the first six (6) months of monthly rent shall be due and payable in one lump sum at the inception of the Base Term, and the second six (6) months of monthly rent shall also be payable in one lump sum at the seventh (7th) month of the Base Term. Commencing with the second year of the Base Term, monthly rent shall be paid on a monthly basis. The Base Term shall be calculated beginning from the first day of the first full month following the Base Term. In addition, Lessee agrees to pay Lessor a one time payment of Five Thousand and 00/100 Dollars (\$5,000.00) at the beginning of the Base Term.

(b) Commencing on July 1st, 1995, and every 60 months thereafter for as long as this Lease shall remain in effect, the Lessor upon renewal of this Lease (Base Month: July, 1990), or upon the commencement of any renewal term hereof, reserves the right to adjust the rental amount in an amount not to exceed the increase in the Consumer Price Index, U.S. Average (1982 = 100), by giving Lessee written notice of such increase at least sixty (60) days in advance of the date on which such increase becomes effective.

(c) Lessee shall be responsible for payment of any personal property tax for its property on the Premises.

7. Rent During Renewal Terms. In the event that Lessee exercises its renewal option(s) as promised above, each renewal shall be on the same terms and conditions as set forth herein subject to an adjustment of rent as provided in Paragraph 6, above.

Berkshire Broadcasting Co., Inc.
Page 5 of 12

8. Facilities. During the Base Term hereof and during all exercised renewal options, Lessee shall have the right to construct, install, operate and maintain such transmission and receiving equipment and related facilities on the Premises as Lessee shall deem necessary or appropriate in the conduct of its business operations, or in providing communication services to the public. Lessee may alter its Facilities from time to time at its expense as Lessee, in its discretion, deems appropriate. Lessor shall have no obligation whatsoever to construct, maintain, repair, alter or replace the equipment building constructed by the Lessee. It is understood that any new construction requiring additional facilities from those established in Attachment C, will require the advance approval of the Lessor. Such approvals will not be unreasonably withheld.

9. Representations of Lessor.

(a) Except for the permitted liens and encumbrances set forth in Attachment B hereto, Lessor holds a good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances.

(b) Lessor has full authority to enter into and perform this Lease and, upon execution hereof, has agreed to execute and deliver resolutions or other evidence of authority that the entry into and performance of this Lease is a duly authorized, valid and enforceable action of the Lessor. Lessor warrants and represents to the best of its knowledge, that this Lease does not conflict with any other document to which it is a party or is bound.

(c) Lessor warrants and represents that it has complied, and will during the term of this Lease, comply with all instruments and documents which affect the Premises, including, but not limited to, all mortgages, trusts, deeds, Right of Passage, covenants, statutes, regulations, and any other document or restriction which may affect the Premises. Without limiting the generality of the foregoing, Lessor warrants and represents knowledge that:

- (i) the tower is fit for the purposes intended and complies with all municipal, state and federal construction, operational and regulatory requirements;
- (ii) that Lessor will not lease any other part of the Tower to any subsequent tenant whose transmissions would interfere with Lessee's transmissions, facilities or cellular telephone business; provided, however, this representation does not apply to any tenant which preceded Lessee as a tenant, provided such transmissions remain the same as those on the date of this Lease.

Berkshire Broadcasting Co., Inc.
Page 6 of 12

(iii) Lessor shall maintain and repair the tower as necessary during the term hereof so that the tower is fit for the purposes intended and complies with all municipal, state and federal construction, operational and regulatory requirements;

(d) Lessor warrants and represents to the best of its knowledge that, except as set forth on Attachment E appended hereto, that no consent or authorization is required in connection with the entry into and performance of this Lease.

10. Representations of Lessee. Lessee warrants and represents that it has full authority to enter into and perform this Lease Agreement and that this Lease does not conflict with any other document or agreement to which it is a party or is bound, and that this Lease is fully enforceable in accordance with its terms.

11. Surveys. Lessor agrees that Lessee may, at its option and at its expense, perform or cause to be performed such surveying of the Premises and all access areas thereto as Lessee shall deem necessary. Any such surveys shall become Attachment A-1 hereto and shall control in the event of discrepancies between them and Attachment A.

12. Lessor's Work. Lessor shall perform, wholly at its own expense, the work, if any, shown on Attachment D hereto, which is incorporated herein by reference, in order to make the Premises ready for Lessee's occupancy. Such work shall be performed expeditiously in a first-class workmanlike manner upon prior written notice from Lessee to Lessor. In the event that such work is not completed on the date on which the Base Term of this Lease begins, as specified above, the commencement date of the Base Term of this Lease shall be deferred until such completion, and Lessee's obligation to pay rent under this Lease shall be suspended until such completion. Unless all such work is completed by Lessor on or before [N/A] months after the commencement of the Base Term of this Lease, Lessee may immediately terminate this Lease by written notice to Lessor.

13. Utilities. Lessee shall have the right to connect to any existing utility facilities at the Premises including, but not limited to, electric facilities. Lessee shall furnish and pay for all utilities exclusively used by Lessee on the Premises, including the cost of any wiring, pole lines or other installations necessary to furnish such utilities to Lessee. Nothing contained in this Section shall be construed to permit Lessee to make any alterations to existing utility services on the Premises without Lessor's written consent, which will not be unreasonably withheld.

Berkshire Broadcasting Co., Inc.
Page 7 of 12

14. Insurance and Indemnification. During the Term of this Agreement:

- (a) Lessee shall exercise special precautions to avoid damage to the Tower and to the equipment and other property of Lessor and the other lessees at the site and assumes all responsibility for any and all loss and expense from such damage caused by Lessee. Lessee shall immediately report to Lessor the occurrence of any such damage.
- (b) Lessee hereby indemnifies and holds harmless Lessor and Lessor's agents, employees and those for whom Lessor is legally liable from and against any and all claims, actions, damages, liability and expense (including attorney's fees and expenses) in connection with the loss of life, personal injury and damage to property arising from or out of the equipment or other property of Lessee, from or out of the use by Lessee of the Tower, and Leased Parcel, the Easement or any part thereof, or occasioned by the act or omission of Lessee or its agents or employees or those for whom Lessee is legally liable.
- (c) Lessee and all maintenance, service personnel and agents hired by the Lessee, shall maintain with respect to the Tower and the Leased Parcel and the Building, equipment and other property of Lessee thereon or therein, throughout the term of this Agreement, a policy or policies of comprehensive general liability insurance including broad form property damage, in the amount of not less than \$1,000,000 with respect to injuries to any one person and not less than \$1,000,000 with respect to injuries suffered in any one accident and not less than \$300,000 for property damage. Such policies of insurance shall be issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, shall name Lessor as a named insured and shall not be cancelled by the insurer without at least 20 days' prior notice to Lessor. Lessee shall deliver to Lessor, a certificate of such insurance, naming Lessor as a certificate holder.

Berkshire Broadcasting Co., Inc.
Page 8 of 12

15. Assignment and Subletting. Lessee may assign this Lease if Lessee shall have been given an executed assumption by the assignee of all of the Lessee's obligations hereunder in form acceptable to Lessor. Lessee may assign this Lease to a parent, subsidiary, affiliate, or successor entity of Lessee and deliver such assumption to Lessor as aforesaid. Lessee may assign this Lease as collateral security.

16. Termination by Lessor. If Lessee shall fail to pay the rent due hereunder for a period of twenty (20) days after receipt of written notice from Lessor to Lessee of such failure, or if Lessee shall fail to perform any other material agreements or conditions herein, (provided, however, that failure to obtain the Approvals shall never constitute a default by Lessee hereunder) and such failure shall not be corrected within thirty (30) days after Lessee shall have received written notice from Lessor of such failure (or such longer period as may be required to correct such failure, if within said thirty (30) days, Lessee shall take action to correct the same and thereafter diligently pursue such action), Lessee shall be in default hereunder. Upon the occurrence of any such default, Lessor shall have the option to declare the remaining balance of rent due and have all rights permitted by law, including but not limited to, the right at its election to terminate this Lease. Otherwise, this Lease may not be terminated by Lessor, and Lessee may not be barred or evicted from the Premises, or its operations enjoined, or its access to the Premises impaired.

17. Right to Cure. If either party shall be in default hereunder, the non-defaulting party shall have the right to cure the default and the defaulting party shall be obligated to pay on demand the reasonable cost of curing such default, including attorney fees, together with interest thereon at a rate of five percent (5%) per annum, or such lesser rate as shall be the highest legal rate permissible.

18. Expiration and Surrender. At the expiration or termination of this Lease, Lessee will peaceably and quietly remove its equipment including the security fence and building foundation and surrender to Lessor all of the Premises, in good condition, reasonable wear and tear excepted, subject to the terms hereof. In the event that Lessee shall hold over after the termination of the Lease, such holding over shall constitute a month-to-month tenancy at twice the rent per month as the final month of the tenancy.

19. Title to Facilities. Title to Lessee's Facilities except for Lessor's existing equipment building, as well as to any and all fixtures and chattels therein used in connection therewith, shall be and remain vested in Lessee for and during the entire term of this Lease, and shall never be deemed as real estate.

Berkshire Broadcasting Co., Inc.
Page 9 of 12

20. Notice. It is understood and agreed between the parties hereto that written notice delivered by certified mail, return receipt requested, postage prepaid, to the Lessee's offices as specified herein shall constitute sufficient notice to the Lessee, and that written notice delivered in hand or by certified mail, return receipt requested, to the Lessor's offices as specified herein shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease. Addresses are as follows:

To Lessor: Berkshire Broadcasting Co., Inc.
466 Curran Highway
P.O. Box 707
North Adams, Massachusetts 01247
Attn: Donald A. Thurston

To Lessee: Pittsfield Cellular Telephone Company
c/o Metro Mobile CTS, Inc.
110 East 59th Street
36th Floor
New York, New York 10022
Attention: Vice President and General Counsel

Either party may change its address set forth in this Paragraph by giving notice to the other party in accordance herewith.

21. Quiet Enjoyment. Lessor, upon compliance by Lessee with the terms and conditions set forth herein, hereby covenants that Lessee shall have the quiet and peaceful enjoyment and possession of the Premises without hindrance or molestation from Lessor or any person claiming by, through or under Lessor. The Lessor agrees for itself and for any successor in interest to its rights in the Premises that it shall not disturb the possession, use or enjoyment of the Premises by the Lessee, its successors or assigns, nor disaffirm this Agreement or the Lessee's rights or estate hereunder, so long as all the obligations of the Lessee are fully performed in accordance with the terms of this Agreement. If required by the Lessee, the Lessor shall use reasonable efforts to have the holder of such interests or rights execute a non-disturbance agreement consistent with the foregoing.

22. Terms Binding. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

Berkshire Broadcasting Co., Inc.
Page 10 of 12

23. Entire Agreement. The parties hereto agree that this instrument contains the entire agreement between them as of this date, and that it has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this Lease which are not expressly contained in this instrument.

24. Law. This Agreement shall be governed by, construed and enforced in accordance with the law of the Commonwealth of Massachusetts.

25. Recording. A Notice or Memorandum of Lease shall be prepared by Lessee in a form acceptable to Lessor and shall be executed by Lessor at the request of the Lessee (without financial terms contained therein) and recorded in the appropriate registry of land records to provide record notice of this Lease.

26. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, duly executed by each of the parties hereto.

27. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision thereof.

28. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

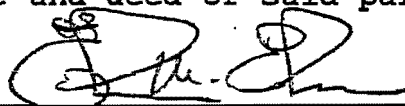
29. Partial Invalidity. The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

30. Subordination and Non-Disturbance. Lessee agrees that upon request of Lessor in writing it will subordinate this Agreement and the lien thereof to the lien of any present or future mortgage or mortgages upon the Leased Parcel or the Land irrespective of the time of execution or time of recording of any such mortgage, provided that the holder of such mortgage shall enter into an agreement that in the event of foreclosure or any other action taken under the mortgage by the holder or any assignee thereof, this Agreement and the rights of Lessee hereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Agreement. Lessee agrees that if requested by the holder of any such mortgage, it will be a party to said agreement and will agree in substance that if the mortgagee or any person claiming under the

Berkshire Broadcasting Co., Inc.
Page 12 of 12

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss: WINDSOR

The foregoing instrument was acknowledged before me this 13TH day of AUGUST, 1990, by Gary Schulman, a Vice President of Metro Mobile CTS of Pittsfield, Inc., a Massachusetts corporation, on behalf of said corporation, and the Pittsfield Cellular Telephone Co., as the corporation's free act and deed of said partnership and the free act and deed of said partnership.



Notary Public
My Commission Expires: _____

THOMAS M. EHR
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 24, 1991

EXHIBIT C

Berkshire Broadcasting Co., Inc.

Page 1 of 2

RIGHT OF PASSAGE

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that Berkshire Broadcasting Co., Inc., a corporation at 466 Curran Highway, North Adams, Massachusetts 01247, in consideration of one dollar (\$1.00) and other good and valuable consideration, received to its full satisfaction from Pittsfield Cellular Telephone Company, with an address at c/o Metro Mobile CTS, Inc., 110 East 59th Street, 36th Floor, New York, New York 10022 ("Metro Mobile"), does give, grant, bargain, and sell unto Metro Mobile, its heirs and assigns for the term set forth hereunder, an easement for all purposes for which a highway is ordinarily used for access and egress and utility lines over a certain piece or parcel of land situated in the City of North Adams, County of Berkshire and Commonwealth of Massachusetts, which Right of Passage is more particularly described as follows:

A right of ingress and egress over a right of way from the highway known as the Mohawk Trail (Route 2) to the southwesterly portion of land now or formerly of this Lessor across land formerly of Mary Mansfield now supposedly of Mark W., Kevin E., Peter D. and Wanda Bubriski as shown on that "Plan of Land in North Adams Owned by Mary Mansfield, June 1942, Scale 1" = 100', E. G. Pease, Engr.", which plan is recorded with the Berkshire County Northern District Registry of Deeds in Plan Drawer 6, Plan 35.

This right shall terminate simultaneously with the expiration or termination of the Cellular Property Lease Agreement between Berkshire Broadcasting Co., Inc. and Pittsfield Cellular Telephone Company dated this 15 day of August, 1990.

EXHIBIT C

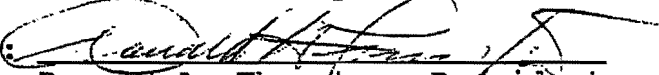
Berkshire Broadcasting Co., Inc.
Page 2 of 2

IN WITNESS WHEREOF, _____ has executed
this instrument this _____ day of _____, 19__.

Signed, Sealed and Delivered in
the presence of:

BERKSHIRE BROADCASTING CO., INC.,
a Massachusetts Corporation

WITNESS:

By: 
Donald A. Thurston, President

ATTACHMENT A

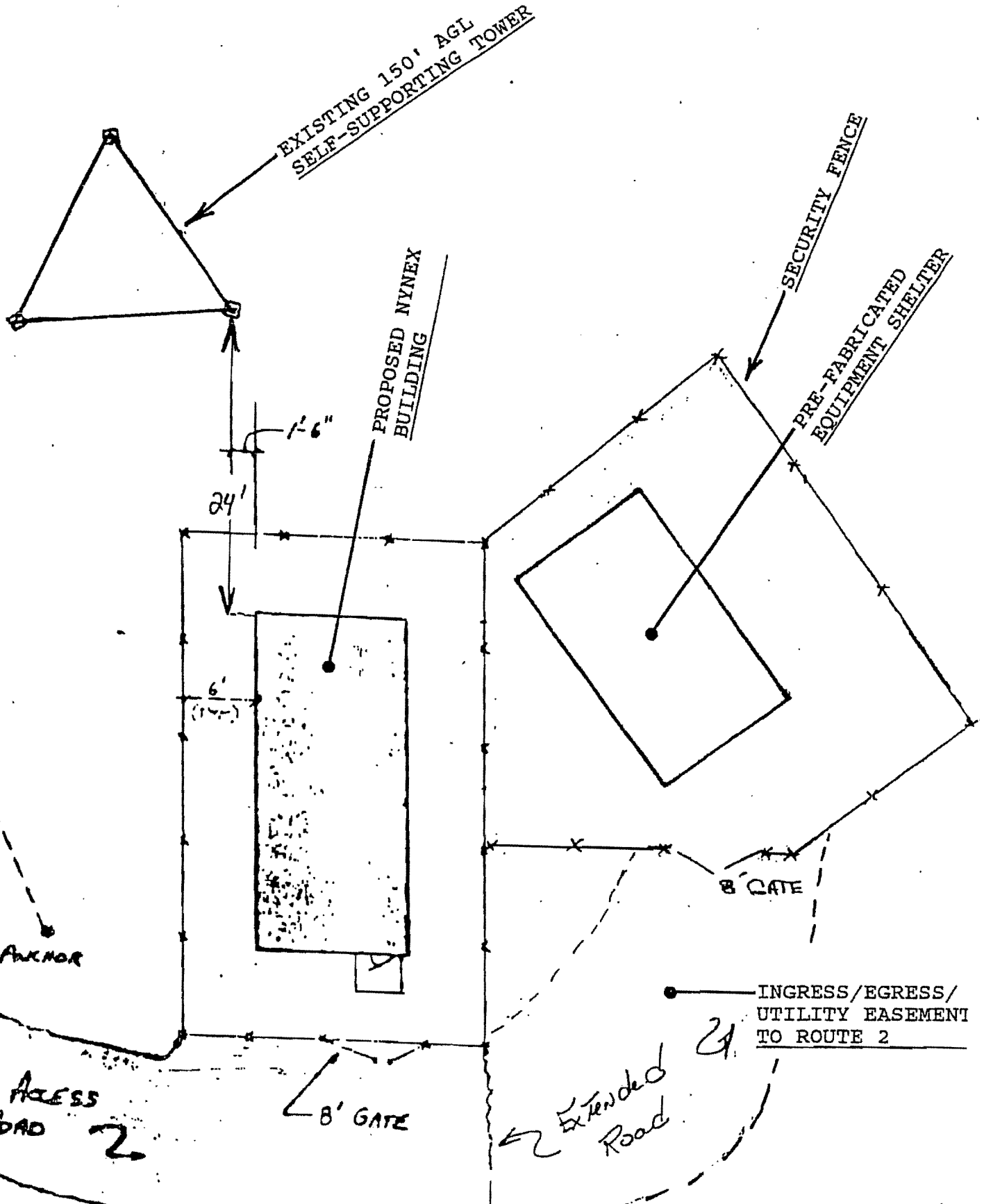
Berkshire Broadcasting Co., Inc.
Page 1 of 4

INDEX

Page 1 and 2	Description of Leased Premises, Map of Property
Page 3 and 4	Copies of Deeds related to the Leased Premises and related Property owned by Berkshire Broadcasting Co., Inc.

DESCRIPTION OF LEASED PREMISES

The Premises shall consist of antenna mounting area at the one hundred thirty (130) foot level (tip of antennas not to exceed 140' AGL) on the existing one hundred fifty (150) foot high self-supporting tower and a piece or parcel of land with an area of approximately one thousand (1000) square feet on which to locate an equipment shelter as shown on Page 2 of 4 of this Attachment A attached hereto. The Premises are contained in a piece or parcel of land located in the City of North Adams, County of Berkshire, Commonwealth of Massachusetts as described in the City of North Adams, Massachusetts land records at Vol. 572, Page 175 and 176 attached hereto as Pages 3 and 4 of 4 of this Attachment.



2832

STATUTE FORM WARRANTY DEED

I, SAMUEL MARTIN, of North Adams, Berkshire County, Massachusetts, for consideration paid, grant to NORTHERN BERKSHIRE BROADCASTING CO., INC., a Massachusetts corporation having a usual place of business in said North Adams, with WARRANTY COVENANTS, the land in said North Adams situate northerly of the Mohawk Trail, bounded and described as follows:

Beginning at an oak tree with stones around the base, such point being the northeasterly corner of land formerly of one Belding (Belden) now supposedly of John R. Kelsey;

Thence running northerly in a straight line to an iron pipe driven into the ground in the southerly line of land formerly of Spitzer or Lenhoff, such easterly line of the premises herein conveyed being parallel to the division line between the Town of Florida and the City of North Adams;

Thence running westerly along the southerly line of land formerly of said Spitzer or Lenhoff to the easterly line of land formerly of one Hosley, now supposedly of John R. Kelsey et ux;

Thence southerly along the easterly line of such land formerly of Hosley to the northwesterly corner of land formerly of one Belding (Belden), now supposedly of said Kelsey;

Thence running easterly along the northerly line of land formerly of said Belding to the point and place of beginning.

There is further granted as appurtenant to the parcel herein conveyed the right, easement and privilege to lay and maintain a water pipe line from the above described premises to the spring known as "The Donahue Spring" situate on land easterly of the premises herein conveyed now supposedly of the Commonwealth of Massachusetts as described in a deed of Ruth W. Davis et al to Commonwealth of Massachusetts, dated June 23, 1960, recorded with the Northern Berkshire Registry of Deeds in Book 552, Page 465.

BOOK
572
PAGE
176

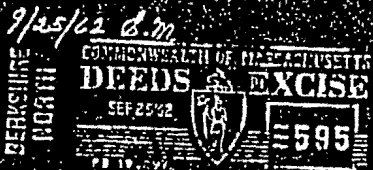
-2-

There is also conveyed herewith a ten (10) foot right of way as appurtenant to the parcel above described in as direct and convenient a route as possible from the highway known as the Mohawk Trail to the above described parcel over land of the Commonwealth of Massachusetts as described in the above mentioned deed:

Meaning and Intending to convey and hereby expressly conveying the same premises conveyed to me by deed of Winfred C. Davis, dated November 7, 1941, recorded with the Northern Berkshire Registry of Deeds in Book 439, Page 312.

I, GRACE E. MARTIN, wife of the above entitled grantor, release to said grantor all rights of dower and homestead and other interests therein.

WITNESS our hands and seals this 25th day of September, 1962.



Samuel Martin
Grace E. Martin

COMMONWEALTH OF MASSACHUSETTS

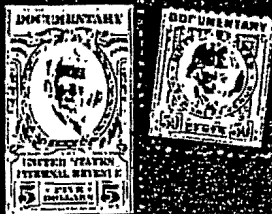
BERKSHIRE, SS.

SEPTEMBER 25, 1962

Then personally appeared the above named Samuel Martin and acknowledged the foregoing instrument to be his free act and deed, before me,

[Signature]

Notary Public.
My commission expires April 29, 1969



Received & entered for record September 25, 1962 at 12h 38m P. M.

ATTACHMENT B

Berkshire Broadcasting Co., Inc.
Page 1 of 1

PERMITTED LIENS AND ENCUMBRANCES

1. Parcel B is subject to an easement to Berkshire Gas Company by instrument dated June 10, 1955, and recorded in the Northern Berkshire Registry of Deeds in Book 496, Page 486&c.
2. Subject to an easement to New England Power Company by instrument dated November 8, 1921, and recorded in said Registry in Book 342, Page 546&c, if applicable to the premises set forth in Schedule B.
3. Subject to the rights of others, if any, in and to "Shelf Road" as shown on a plan recorded in said Registry in Book 585, Pages 435 and 437, and also to the rights of others, if any, in and to the roads shown on City of North Adams Assessors' Map No. 4, Lot 25.
4. Subject to a mortgage to Bank of New England-West, N.A. dated July 24, 1985, and recorded in said Registry in Book 741, Page 289&c. See Notice of Amendment dated July 25, 1989, regarding Revision Agreement dated June 22, 1989, affecting the term of the note dated July 24, 1985, secured by said mortgage, which Notice of Amendment is recorded in said Registry in Book 805, Page 432.
5. Subject to a financing statement to Bank of New England-West, N.A. recorded July 24, 1985, in said Registry in Book 741, Page 296.
6. Subject to a mortgage to Bank of New England-West, N.A. dated December 17, 1987, and recorded in said Registry in Book 982, Page 942&c. See Notice of Amendment dated July 25, 1989, regarding Revision Agreement dated June 22, 1989, affecting the terms of the note dated December 17, 1987, secured by said mortgage, which Notice of Amendment is recorded in said Registry in Book 805, Page 433.
7. Subject to a mortgage to Bank of New England-West, N.A. dated September 14, 1988, recorded in said Registry in Book 793, Page 422&c. See Notice of Amendment dated July 25, 1989, regarding Revision Agreement dated June 22, 1989, affecting the terms of the note dated September 19, 1988, secured by said mortgage, which Notice of Amendment is recorded in said Registry in Book 805, Page 434.
8. Terms of a Variance or Special Permit dated February 23, 1987, and recorded in Said Registry in Book 781, Page 604&c.
9. Terms of a Variance or Special Permit dated May 1, 1989, notice of which is recorded in said Registry in Book 805, Page 120.

ATTACHMENT C

Berkshire Broadcasting Co., Inc.
Page 1 of 1

List and description of equipment and other facilities to be constructed, installed and operated by Lessee and located on or above the Premises.

1. Cellular telephone equipment to be installed in the 8' x 20' equipment shelter building which is to be located on the Leased Premises.
2. Two (2) cellular transmit and six (6) cellular receive antennas to be mounted on the existing 150 ft. AGL tower at a level not to exceed 130 ft. AGL. (Tip of antennas not to exceed 140' AGL).
3. Transmission lines from each of the transmit and receive antennas of a size not to exceed 1 5/8" in diameter each.
4. An eight (8) foot high security fence as required to surround the aforementioned 8' x 20' equipment building.

ATTACHMENT D

Berkshire Broadcasting Co., Inc.
Page 1 of 1

WORK TO BE PERFORMED BY LESSOR

None.

ATTACHMENT E

Berkshire Broadcasting Co., Inc.
Page 1 of 1

CONSENTS REQUIRED

Non-disturbance agreements required pursuant to Items 4, 6 and 7 of Attachment "B" hereinabove.

Berkshire Broadcasting Co., Inc.
Page 1 of 2

RIGHT OF PASSAGE

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that Berkshire Broadcasting Co., Inc., a corporation at 466 Curran Highway, North Adams, Massachusetts 01247, in consideration of one dollar (\$1.00) and other good and valuable consideration, received to its full satisfaction from Pittsfield Cellular Telephone Company, with an address at c/o Metro Mobile CTS, Inc., 110 East 59th Street, 36th Floor, New York, New York 10022 ("Metro Mobile"), does give, grant, bargain, and sell unto Metro Mobile, its heirs and assigns for the term set forth hereunder, an easement for all purposes for which a highway is ordinarily used for access and egress and utility lines over a certain piece or parcel of land situated in the City of North Adams, County of Berkshire and Commonwealth of Massachusetts, which Right of Passage is more particularly described as follows:

A right of ingress and egress over a right of way from the highway known as the Mohawk Trail (Route 2) to the southwesterly portion of land now or formerly of this Lessor across land formerly of Mary Mansfield now supposedly of Mark W., Kevin E., Peter D. and Wanda Bubriski as shown on that "Plan of Land in North Adams Owned by Mary Mansfield, June 1942, Scale 1" = 100', E. G. Pease, Engr:", which plan is recorded with the Berkshire County Northern District Registry of Deeds in Plan Drawer 6, Plan 35.

This right shall terminate simultaneously with the expiration or termination of the Cellular Property Lease Agreement between Berkshire Broadcasting Co., Inc. and Pittsfield Cellular Telephone Company dated this 1st day of August, 1990.

Berkshire Broadcasting Co., Inc.
Page 2 of 2

IN WITNESS WHEREOF, Donald A. Thurston, President has executed
this instrument this 1st day of August, 1990.

Signed, Sealed and Delivered in
the presence of:

BERKSHIRE BROADCASTING CO., INC.,
a Massachusetts Corporation

WITNESS:

Marion L. Conlon
James J. Moran

By: 
Donald A. Thurston, President

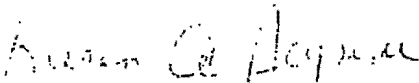

My Commission Expires Oct. 5, 1995

EXHIBIT B

Dto
8

BK 1154 PG 750
04/23/04 01:16 DOC. 4392

QUITCLAIM DEED

BERKSHIRE BROADCASTING CO., INC., a Massachusetts corporation, for consideration paid in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000), as this conveyance constitutes a sale, grants to **NORTH ADAMS TOWER COMPANY, INC.**, a Massachusetts company whose mailing address is P.O. Box 386, North Adams, MA 01247, with **QUITCLAIM COVENANTS**, the premises situate in said North Adams, bounded and described as follows:

Property Address: Mohawk Trail (Route 2), North Adams, MA 01247

ADAMS
DEEDS REG 3
BERKSHIRE

North Adams Tower Co. Inc.

04/23/04 111450 01
000000 #0738

FEE \$2052.00

CASH \$2052.00

BK 1154 PG 752

4. Special Permit granted to Nextel Communications of the Mid-Atlantic, Inc, by the City of North Adams Zoning Board of Appeals, dated November 13, 1997, and recorded January 8, 1998, with said Registry in Book 948, Page 94.

5. Memorandum of Agreement between Berkshire Broadcasting Co., Inc., and Nextel Communications of the Mid-Atlantic, Inc., dated September 16, 1997, and recorded December 18, 1998, with said Registry in Book 971, Page 549.

6. Easement granted by Berkshire Broadcasting Co., Inc., to Verizon New England Inc. (f/k/a New England Telephone and Telegraph Company) dated October 21, 2002, and recorded November 22, 2002, with said Registry in Book 1080, Page 974.

7. Special Permit granted to Independent Wireless One by the City of North Adams Planning Board, dated June 20, 1992, and recorded July 16, 2002, with said Registry in Book 1066, Page 408.

8. Special Permit granted to Pittsfield Cellular Telephone Co. by the City of North Adams Planning Board, dated June 19, 2003, and recorded August 13, 2002, with said Registry in Book 1120, Page 619.

Being all the same premises conveyed to Northern Berkshire Broadcasting Co., Inc. by deed of Samuel Martin dated September 25, 1962, recorded in said registry in Book 572, Page 175.

EXCEPTING, however, all the land lying westerly and southerly, respectively, of the 2 following described courses conveyed by Northern Berkshire Broadcasting Co., Inc. to John Reginald Kelsey et ux by deed dated May 25, 1964, recorded in said Registry in Book 585, Page 433:

Beginning at a stone corner in the southerly line of land supposedly of the City of North Adams at the most northeasterly corner of land designated as that of John R. Kelsey, such corner being the northwesterly corner of land designated as that of WMNB N.B.B.C. Inc. as shown on "Plan Of Land Of Northern Berkshire Broadcasting Co., North Adams, Mass.," dated November 18, 1963, drawn by A. B. Wright, C.E., which plan is recorded in Book 585, Page 435 in aforesaid Registry of Deeds;

thence running south 28° 38' west 635.2 feet, more or less, to an iron rod placed in the easterly line of a way designated on the above described plan as Shelf Road;

thence running south 71° 07' east 799.3 feet, more or less, to an iron pipe and oak tree in the westerly line of land of the Commonwealth of Massachusetts at the southeasterly corner of land described in the deed of Samuel Martin to North Berkshire Broadcasting Co., Inc. recorded in said Registry of Deeds in Book 572, Page 175.

BK 1154 PG 753

PARCEL B:

Land lying easterly and northerly, respectively, of the two following described courses:

Beginning at a stone corner in the southerly line of land supposedly of the City of North Adams at the most northeasterly corner of land designated as that of John R. Kelsey, such corner being the northwesterly corner of land designated as that of WMNB N.B.B.C. Inc., as shown on "Plan Of Land Of Northern Berkshire Broadcasting Co., North Adams, Mass.," dated November 18, 1963, drawn by A.B. Wright, C.E., which plan is recorded in said Registry of Deeds in Book 585, Page 437;

thence running south 28° 38' west 635.2 feet, more or less, to an iron rod placed in the easterly line of a way designated on the above described plan as Shelf Road;

thence running south 71° 07' east 799.3 feet, more or less, to an iron pipe and oak tree in the westerly line of land of the Commonwealth of Massachusetts at the southeasterly corner of land described in the deed of Samuel Martin to Northern Berkshire Broadcasting Co., Inc., recorded in said Registry of Deeds in Book 572, Page 175.

Being all the same premises conveyed to Northern Berkshire Broadcasting Co., Inc., by John Reginald Kelsey et ux by deed dated May 25, 1964, recorded in said Registry of Deeds in Book 585, Page 436.

SUBJECT to an easement to Berkshire Gas Company by instrument dated June 10, 1955, recorded in said Registry in book 496, Page 486.

SUBJECT to an easement to New England Power Company by instrument recorded in said Registry in Book 342, Page 546, if applicable.

Both Parcels A and B are subject to the following:

1. Order of Taking by the Commonwealth of Massachusetts, Department of Public Works, dated June 23, 1982, and recorded July 22, 1982, with said Registry in Book 713, Page 215.
2. Notice of Lease between Berkshire Broadcasting Co., Inc., and Verizon Wireless Messaging Services, LLC, dated April 22, 2002, and recorded May 17, 2002, with said Registry in Book 1060, Page 547.
3. Subordination, Non-Disturbance and Attornment Agreement between Berkshire Bank f/k/a Berkshire County Savings Bank, Berkshire Broadcasting Co., Inc., and Verizon Wireless Messaging Services, LLC, dated April 22, 2002, and recorded May 17, 2002, with said Registry in Book 1060, Page 551.


For title: Northern Berkshire Broadcasting, Inc. and the present Berkshire Broadcasting Co., Inc. are the same corporation, the name having been changed to Berkshire Broadcasting Co., Inc. by Articles of Amendment approved December 10, 1968.


This conveyance does not represent all or substantially all of the Massachusetts assets of Berkshire Broadcasting Co., Inc.

BK 1154 PG 754

IN WITNESS WHEREOF, said Berkshire Broadcasting, Co., Inc., has caused its corporate seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Corydon L. Thurston, Its President, and by Donald A. Thurston, Its Treasurer, hereunto duly authorized this 23rd day of APRIL, 2004.

BERKSHIRE BROADCASTING CO., INC.

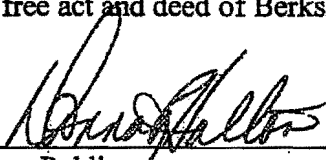

By: Corydon L. Thurston
Its: President


By: Donald A. Thurston
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS


BERKSHIRE, ss. APRIL 23, 2004

Then personally appeared the above-named Corydon L. Thurston, Its President and acknowledged the foregoing instrument to be the free act and deed of Berkshire Broadcasting, Inc. Co., before me.


Notary Public
My Commission Expires: APRIL 5, 2007

BERKSHIRE, ss. April 16, 2004

Then personally appeared the above-named Donald A. Thurston, Its Treasurer and acknowledged the foregoing instrument to be the free act and deed of Berkshire Broadcasting, Inc. Co., before me.


Notary Public
My Commission Expires: 9/3/2010

Land in said North Adams situate northerly of the Mohawk Trail, bounded and described as follows:

PARCEL A: Beginning at an oak tree with stones around the base, such point being the northeasterly corner of land formerly of one Belding (Belden) now supposedly of John R. Kelsey;

thence running northerly in a straight line to an iron pipe driven into the ground in the southerly line of land formerly of Spitzer or Lenhoff, such easterly line of the premises herein conveyed being parallel to the division line between the Town of Florida and the City of North Adams;

thence running westerly along the southerly line of land formerly of said Spitzer or Lenhoff to the easterly line of land formerly of one Hosley, now supposedly of John R. Kelsey et ux;

thence southerly along the easterly line of such land formerly of Hosley to the northwesterly corner of land formerly of one Belding (Belden), now supposedly of said Kelsey;

thence running easterly along the northerly line of land formerly of said Belding to the point and place of beginning.

There is further granted as appurtenant to the parcel herein conveyed the right, easement and privilege to lay and maintain a water pipe line from the above described premises to the spring known as, "The Donahue Spring" situate on land easterly of the premises herein conveyed now supposedly of the Commonwealth of Massachusetts as described in a deed of Ruth W. Davis et als to Commonwealth of Massachusetts, dated June 23, 1960, recorded with said Registry in Book 552, Page 465.

There is also conveyed herewith a 10 foot right of way as appurtenant to the parcel above described in as direct and convenient a route as possible from the highway known as the Mohawk Trail to the above described parcel over land of the Commonwealth of Massachusetts as described in the above mentioned deed.

Parcel A is subject to the following:

1. Variance granted to Berkshire Broadcasting Company, Inc., By the City of North Adams Zoning Board of Appeals, dated February 23, 1987, and recorded November 13, 1987, with said Registry in Book 781, Page 604.
2. Variance granted to Berkshire Broadcasting Company, Inc., By the City of North Adams Zoning Board of Appeals, dated May 1, 1989, and recorded July 19, 1989, with said Registry in Book 805, Page 120.
3. Special Permit granted to Nextel Communications of the Mid-Atlantic, Inc, by the City of North Adams Zoning Board of Appeals, dated October 24, 1997, and recorded January 8, 1998, with said Registry in Book 948, Page 93.

EXHIBIT C

DTG
13

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of April 23, 2004 (the "Effective Date") between **BERKSHIRE BROADCASTING CO., INC.**, a Massachusetts corporation ("Assignor") and **NORTH ADAMS TOWER COMPANY, INC.**, a Massachusetts corporation ("Assignee").

WHEREAS, the Assignor has sold and transferred to Assignee the land and tower located in North Adams, Massachusetts and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Tower Site");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest as of the Effective Date in, to and under the leases, agreements and other contracts pertaining to the Tower Site as set forth on Exhibit B attached hereto (the "Assigned Contracts").

2. Assignee hereby accepts the Assigned Contracts and assumes, from and after the Effective Date, and release Assignor from, any and all liabilities, obligations, rights and duties of Assignor with respect to the Assigned Contracts. The Assigned Contracts represent all of the agreements between Assignor and any third party relating to the Tower Site as of the date hereof, but in any event, to the extent not set forth herein, the Assignee agrees to assume any and all agreements between Assignor and any third party relating to the Tower Site and entered into on or before the Effective Date.

3. Assignor and Assignee shall, at the request of either of them from time to time hereafter, execute and deliver such other documents and instruments as may be necessary or appropriate to evidence or effectuate the transfer of the Assigned Contracts and the other transactions contemplated by this Agreement.


4. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law principles of Massachusetts or any other jurisdiction.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Assignment and Assumption Agreement on the date first above written.

BERKSHIRE BROADCASTING CO.,
INC.

By 
Corydon L. Thurston,
President

NORTH ADAMS TOWER COMPANY,
INC.

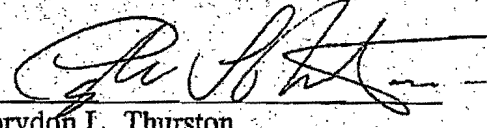
By 
Corydon L. Thurston,
President

EXHIBIT A



QUITCLAIM DEED

BK 1154 PG 750
04/23/04 01:16 DOC. 4382

BERKSHIRE BROADCASTING CO., INC., a Massachusetts corporation, for consideration paid in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000), as this conveyance constitutes a sale, grants to NORTH ADAMS TOWER COMPANY, INC., a Massachusetts company whose mailing address is P.O. Box 386, North Adams, MA 01247, with QUITCLAIM COVENANTS, the premises situate in said North Adams, bounded and described as follows:

Property Address: Mohawk Trail (Route 2), North Adams, MA 01247

Land in said North Adams situate northerly of the Mohawk Trail, bounded and described as follows:

PARCEL A: Beginning at an oak tree with stones around the base, such point being the northeasterly corner of land formerly of one Belding (Belden) now supposedly of John R. Kelsey;

thence running northerly in a straight line to an iron pipe driven into the ground in the southerly line of land formerly of Spitzer or Lenhoff, such easterly line of the premises herein conveyed being parallel to the division line between the Town of Florida and the City of North Adams;

thence running westerly along the southerly line of land formerly of said Spitzer or Lenhoff to the easterly line of land formerly of one Hosley, now supposedly of John R. Kelsey et. ux;

thence southerly along the easterly line of such land formerly of Hosley to the northwesterly corner of land formerly of one Belding (Belden), now supposedly of said Kelsey;

thence running easterly along the northerly line of land formerly of said Belding to the point and place of beginning.

There is further granted as appurtenant to the parcel herein conveyed the right, easement and privilege to lay and maintain a water pipe line from the above described premises to the spring known as, "The Donahue Spring" situate on land easterly of the premises herein conveyed now supposedly of the Commonwealth of Massachusetts as described in a deed of Ruth W. Davis et als to Commonwealth of Massachusetts, dated June 23, 1960, recorded with said Registry in Book 552, Page 465.

There is also conveyed herewith a 10 foot right of way as appurtenant to the parcel above described in as direct and convenient a route as possible from the highway known as the Mohawk Trail to the above described parcel over land of the Commonwealth of Massachusetts as described in the above mentioned deed.

Parcel A is subject to the following:

1. Variance granted to Berkshire Broadcasting Company, Inc., By the City of North Adams Zoning Board of Appeals, dated February 23, 1987, and recorded November 13, 1987, with said Registry in Book 781, Page 604.

2. Variance granted to Berkshire Broadcasting Company, Inc., By the City of North Adams Zoning Board of Appeals, dated May 1, 1989, and recorded July 19, 1989, with said Registry in Book 805, Page 120.

3. Special Permit granted to Nextel Communications of the Mid-Atlantic, Inc, by the City of North Adams Zoning Board of Appeals, dated October 24, 1997, and recorded January 8, 1998, with said Registry in Book 948, Page 93.

4. Special Permit granted to Nextel Communications of the Mid-Atlantic, Inc, by the City of North Adams Zoning Board of Appeals, dated November 13, 1997, and recorded January 8, 1998, with said Registry in Book 948, Page 94.

5. Memorandum of Agreement between Berkshire Broadcasting Co., Inc., and Nextel Communications of the Mid-Atlantic, Inc., dated September 16, 1997, and recorded December 18, 1998, with said Registry in Book 971, Page 549.

6. Easement granted by Berkshire Broadcasting Co., Inc., to Verizon New England Inc. (f/k/a New England Telephone and Telegraph Company) dated October 21, 2002, and recorded November 22, 2002, with said Registry in Book 1080, Page 974.

7. Special Permit granted to Independent Wireless One by the City of North Adams Planning Board, dated June 20, 1992, and recorded July 16, 2002, with said Registry in Book 1066, Page 408.

8. Special Permit granted to Pittsfield Cellular Telephone Co. by the City of North Adams Planning Board, dated June 19, 2003, and recorded August 13, 2002, with said Registry in Book 1120, Page 619.

Being all the same premises conveyed to Northern Berkshire Broadcasting Co., Inc. by deed of Samuel Martin dated September 25, 1962, recorded in said registry in Book 572, Page 175.

EXCEPTING, however, all the land lying westerly and southerly, respectively, of the 2 following described courses conveyed by Northern Berkshire Broadcasting Co., Inc. to John Reginald Kelsey et ux by deed dated May 25, 1964, recorded in said Registry in Book 585, Page 433:

Beginning at a stone corner in the southerly line of land supposedly of the City of North Adams at the most northeasterly corner of land designated as that of John R. Kelsey, such corner being the northwesterly corner of land designated as that of WMNB N.B.B.C. Inc. as shown on "Plan Of Land Of Northern Berkshire Broadcasting Co., North Adams, Mass.," dated November 18, 1963, drawn by A. B. Wright, C.E., which plan is recorded in Book 585, Page 435 in aforesaid Registry of Deeds;

thence running south 28° 38' west 635.2 feet, more or less, to an iron rod placed in the easterly line of a way designated on the above described plan as Shelf Road;

thence running south 71° 07' east 799.3 feet, more or less, to an iron pipe and oak tree in the westerly line of land of the Commonwealth of Massachusetts at the southeasterly corner of land described in the deed of Samuel Martin to North Berkshire Broadcasting Co., Inc. recorded in said Registry of Deeds in Book 572, Page 175.

PARCEL B:

Land lying easterly and northerly, respectively, of the two following described courses:

Beginning at a stone corner in the southerly line of land supposedly of the City of North Adams at the most northeasterly corner of land designated as that of John R. Kelsey, such corner being the northwesterly corner of land designated as that of WMNB N.B.B.C. Inc., as shown on "Plan Of Land Of Northern Berkshire Broadcasting Co., North Adams, Mass.," dated November 18, 1963, drawn by A.B. Wright, C.E., which plan is recorded in said Registry of Deeds in Book 585, Page 437;

thence running south 28° 38' west 635.2 feet, more or less, to an iron rod placed in the easterly line of a way designated on the above described plan as Shelf Road;

thence running south 71° 07' east 799.3 feet, more or less, to an iron pipe and oak tree in the westerly line of land of the Commonwealth of Massachusetts at the southeasterly corner of land described in the deed of Samuel Martin to Northern Berkshire Broadcasting Co., Inc., recorded in said Registry of Deeds in Book 572, Page 175:

Being all the same premises conveyed to Northern Berkshire Broadcasting Co., Inc., by John Reginald Kelsey et ux by deed dated May 25, 1964, recorded in said Registry of Deeds in Book 585, Page 436.

SUBJECT to an easement to Berkshire Gas Company by instrument dated June 10, 1955, recorded in said Registry in book 496, Page 486.

SUBJECT to an easement to New England Power Company by instrument recorded in said Registry in Book 342, Page 546, if applicable.

Both Parcels A and B are subject to the following:

1. Order of Taking by the Commonwealth of Massachusetts, Department of Public Works, dated June 23, 1982, and recorded July 22, 1982, with said Registry in Book 713, Page 215.

2. Notice of Lease between Berkshire Broadcasting Co., Inc., and Verizon Wireless Messaging Services, LLC, dated April 22, 2002, and recorded May 17, 2002, with said Registry in Book 1060, Page 547.

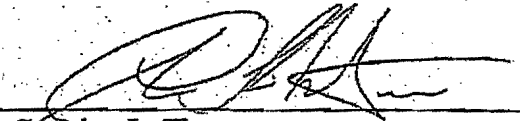
3. Subordination, Non-Disturbance and Attornment Agreement between Berkshire Bank f/k/a Berkshire County Savings Bank, Berkshire Broadcasting Co., Inc., and Verizon Wireless Messaging Services, LLC, dated April 22, 2002, and recorded May 17, 2002, with said Registry in Book 1060, Page 551.

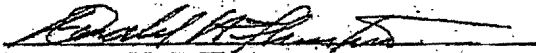
For title: Northern Berkshire Broadcasting, Inc. and the present Berkshire Broadcasting Co., Inc. are the same corporation, the name having been changed to Berkshire Broadcasting Co., Inc. by Articles of Amendment approved December 10, 1968.

This conveyance does not represent all or substantially all of the Massachusetts assets of Berkshire Broadcasting Co., Inc.

IN WITNESS WHEREOF, said Berkshire Broadcasting, Co., Inc., has caused its corporate seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Corydon L. Thurston, Its President, and by Donald A. Thurston, Its Treasurer, hereunto duly authorized this 23rd day of April, 2004.

BERKSHIRE BROADCASTING CO., INC.

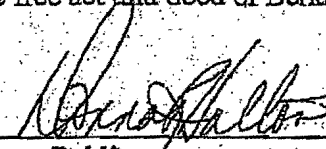

By: Corydon L. Thurston
Its: President


By: Donald A. Thurston
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss. April 23, 2004

Then personally appeared the above-named Corydon L. Thurston, Its President and acknowledged the foregoing instrument to be the free act and deed of Berkshire Broadcasting, Inc. Co., before me.


Notary Public
My Commission Expires: April 5, 2007

BERKSHIRE, ss. April 16, 2004

Then personally appeared the above-named Donald A. Thurston, Its Treasurer and acknowledged the foregoing instrument to be the free act and deed of Berkshire Broadcasting, Inc. Co., before me.

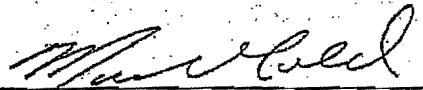

Notary Public
My Commission Expires: 9/3/2010

EXHIBIT B**Licensees of North Adams Tower Company, Inc.**

<u>Licensee</u>	<u>License Date</u>
Arch Wireless (Page Net)	12/1/94
Arch Wireless (Page New England)	4/1/89
Berkshire Broadcasting Co., Inc.	5/10/04
Berkshire Communicators, Inc.	1/1/75
Berkshire Gas Company	1/1/88
Berkshire County Sheriff	11/1/90
Cingular Wireless	1/1/90
City of North Adams	2/1/04
Global Crossing	8/1/00
Independent Wireless One	9/1/02
Krutiak Wood Products	9/1/87
Nextel Communications	9/16/98
North Adams Ambulance Service	6/1/94
ProComm International	1/1/88
Verizon Bell Atlantic	8/1/90
Verizon Wireless Messaging	4/1/02

West Oil Company

11/1/95

EXHIBIT D

Oto
2

AMENDMENT NO. 1 TO CELLULAR PROPERTY LEASE

This Amendment is dated ^{September 7} ~~23 August~~ 2012 and is by and between NORTH ADAMS TOWER COMPANY, INC., successor to BERKSHIRE BROADCASTING CO., INC., having a mailing address of 61 Main Street, Suite 249, P.O. Box 386, North Adams, Massachusetts (the "Lessor") and PITTSFIELD CELLULAR TELEPHONE COMPANY, d/b/a Verizon Wireless, having a mailing address at 180 Washington Valley Road, Bedminster, New Jersey (the "Lessee").

The Lessor and Lessee are parties to a Cellular Property Lease dated August 1, 1990 (the "Lease"), with respect to a communications facility located at Route 2, 2387 Mohawk Trail, North Adams, Massachusetts (the "Premises") including space on a telecommunications tower ("Tower") located at the Premises. The parties wish to amend the Lease in certain particulars.

NOW, THEREFORE, for good and valuable consideration, the receipt of which being acknowledged, the parties agree as follows:

1. Section 5 of the Lease is hereby amended by adding the following additional paragraph:

Provided that Lessee is not then in default, Lessee is hereby granted four (4) additional options to renew this Lease Agreement following the expiration of the optional extensions afforded to and exercised by Lessee in the Lease, each to be for five (5) years. Each such extension shall be automatic unless Lessee terminates at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

2. Lessee shall, upon full execution hereof and at no expense to Lessor, perform those modifications to Lessor's tower as are described in Sections SK-1 and SK-2 (attached hereto) of the "Detailed Structural Analysis and Reinforcement of Existing 150' Self-Supporting Lattice Tower New Antenna Arrangements" dated June 12, 2012 prepared by URS Corporation. Any such modifications shall not interfere with the activities or operations of Lessor or Lessor's other tenants.

3. Section of the Lease is hereby amended by adding the following addition paragraphs:

d. Effective August 1, 2012, adjusted rental payments shall commence and be due at a total annual rental of Twenty-four Thousand (\$24,000) Dollars, to be paid in equal monthly installments on the first day of the month, in advance.

Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purposes upon request of Lessee.

e. Effective on each anniversary of the Effective Date, the annual rent shall be increased by three (3%) percent.

4. The addresses to which notices to the Lessor and Lessee are to be sent pursuant to Section 20 of the Lease are hereby amended to read as follows:

If to LESSOR:

North Adams Tower Company, Inc.
61 Main Street, Suite 249
P.O. Box 386
North Adams, MA 01247-0386

If to LESSEE:

Pittsfield Cellular Telephone Company
c/o Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate


5. Section 2 of Attachment C to the Lease is hereby amended to read as follows:

Fifteen (15) panel antennas, mounted at 120' centerline, together with associated coaxial or other cables or power lines.

6. Lessee shall have the right to "swap" or otherwise replace any of the antennas now or in the future located on Lessor's tower, at no additional rent and without the necessity of Lessor's consent; provided, however, that Lessee shall have first provided to Lessor a structural analysis by a professional engineer which states that such tower shall be structurally capable to support any such replacement antennas without the need for further modification or support.


Signed as a sealed instrument as of the date set forth above.

LESSOR:
North Adams Tower Company, Inc.


Name: Carydon L Thurston
Title: President

LESSEE:
Pittsfield Cellular Telephone Company
d/b/a Verizon Wireless

By: Cellco Partnership
Its General Partner

By: 
David R. Heverling
Area Vice President-Network
9712

STRUCTURAL NOTES

STRUCTURAL STEEL MATERIALS:

STRUCTURAL STEEL BEAMS, CHANNELS, PLATES & ANGLES..... ASTM A572-50
 PIPE COLLARS..... ASTM A53 GRADE B
 STEEL COLLARS..... FV-46 MS
 BOLTS..... ASTM A500
 NUTS..... ASTM A505-N
 STRUCTURAL STEEL SHALL CONFORM TO ALL REQUIREMENTS OF THE 1989
 AISC-LRFD SPECIFICATION, AS REFERENCED IN THE CODE.

UNLESS OTHERWISE NOTED, ALL STEEL WILL BE GALVANIZED IN ACCORDANCE WITH ASTM 133 AFTER FABRICATION. TOUCH UP ALL DAMAGED GALVANIZED STEEL WITH APPROVED COLD ZINC "DAMPING", "DRY OILY", "DIP-IT", OR APPROVED EQUIVALENT, IN ACCORDANCE WITH MANUFACTURERS GUIDELINES. TOUCH-UP DAMAGED NON GALVANIZED STEEL WITH ZINCO PRIME APPLIED IN SHOP OR FIELD.

SHOP AND ERECTION DRAWINGS SHALL BE SUBMITTED FOR ALL STRUCTURAL STEEL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SUBMIT 2 SETS OF PRINTS FOR THE ENGINEER REVIEW.

EXISTING DIMENSIONS OF STRUCTURE SHOWN ON THESE DOCUMENTS ARE NOT GUARANTEED. CONTRACTOR SHALL TAKE FIELD DIMENSIONS AS NECESSARY TO ASSURE PROPER FIT OF ALL FINISHED WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY. WHEN SHOP DRAWINGS BASED ON FIELD MEASUREMENT ARE SUBMITTED FOR REVIEW, DIMENSIONS ARE PROVIDED FOR THE ENGINEER'S REFERENCE ONLY.

CONNECTION ANGLES SHALL HAVE A MINIMUM THICKNESS OF 3/16" AND MINIMUM OF (2) 3/4" BOLTS.

ALL BOLT HOLES WILL BE DRILLED OR PUNCHED, WITH BURRS REMOVED PRIOR TO COATING.

ALL BEARING EDGES OF COLUMNS, STIFFENERS, AND OTHER BEARING SURFACES TO TRANSFER LOAD OVER ENTIRE CROSS SECTION.

THE OMISSION OF ANY MATERIAL THAT WAS SHOWN ON THE CONTRACT DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF PROVIDING THE SAME.

ALL WELDING SHALL BE DONE BY A CERTIFIED WELDER IN ACCORDANCE WITH AWS STANDARDS, USING E70XX ELECTRODES UNLESS OTHERWISE NOTED. WHERE WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZES PER "PREQUALIFIED WELDED JOINTS" TABLES IN AISC "MANUAL OF STEEL CONSTRUCTION", NINTH EDITION.

CONNECTIONS / FIELD ASSEMBLY:

BOLTED CONNECTIONS: UNLESS OTHERWISE NOTED, ALL JOINTS ARE BEARING TYPE, REQUIRING 3/4" DIA. A505-N BOLTS, A505 NUTS AND WASHERS. ALL GALVANIZED. BEVELED WASHERS SHALL BE USED ON BEAM FLANGES HAVING A SLOPE GREATER THAN 1:20.

NON-STRUCTURAL CONNECTIONS, SUCH AS FOR STEEL GRATING, MAY USE 5/8" DIA. GALVANIZED ASTM A307 BOLTS, UNLESS OTHERWISE NOTED.

STRUCTURE IS DESIGNED TO BE LEVEL AND PLUMB, SELF-SUPPORTING AND STABLE AFTER WORK IS COMPLETED.

COMPLETION OF STRUCTURAL STEEL WORK WITHOUT NOTIFYING THE ENGINEER OF ANY DISCREPANCIES WILL BE CONSIDERED ACCEPTANCE OF PRECEDING WORK.

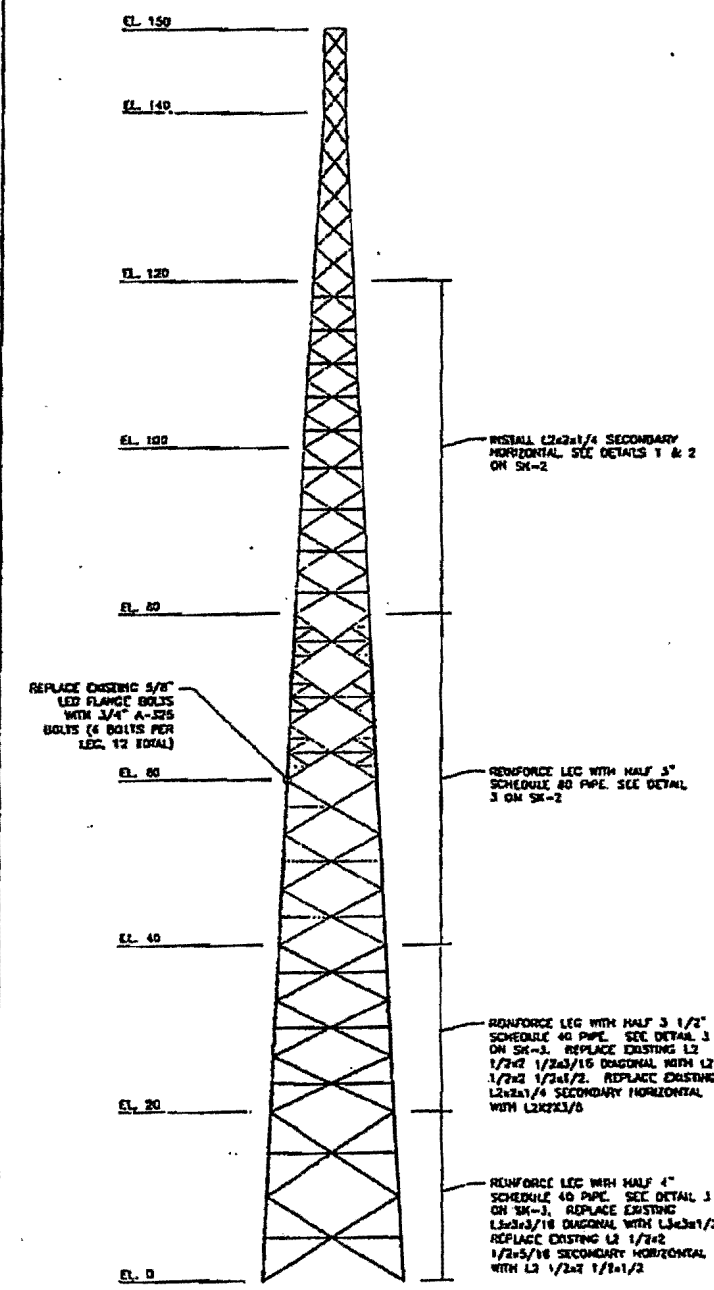
IF WELDING GALVANIZED MATERIALS, USE PRECAUTIONS & PROCEDURES PER AWS D1.1.

INSPECTIONS:

SPECIAL INSPECTIONS ARE REQUIRED PER CODE.

OWNER WILL SUPPLY THE SERVICES OF A SPECIAL INSPECTION AND TESTING AGENTS AS REQUIRED. CONTRACTOR SHALL COORDINATE INSPECTIONS OF FABRICATOR'S AND ERECTOR'S WORK AND MATERIALS TO MEET THE REQUIREMENTS OF THE STATEMENT OF SPECIAL INSPECTIONS FOR THIS PROJECT.

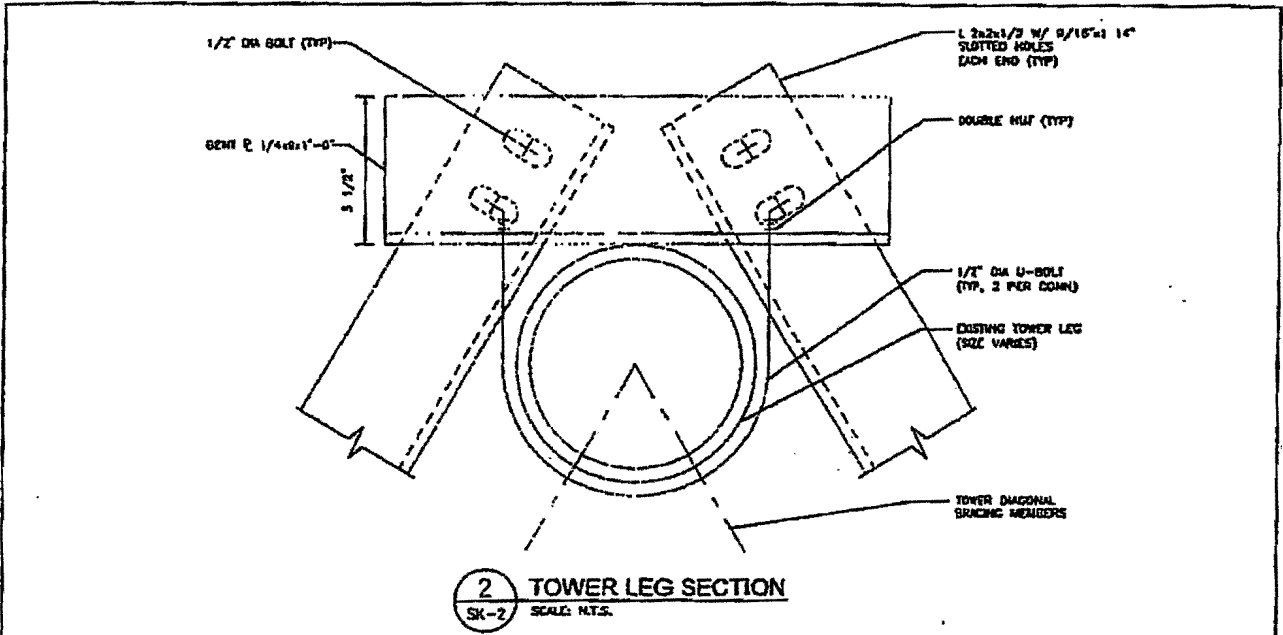
COPIES OF TESTING AND INSPECTION REPORTS WILL BE PROVIDED TO THE OWNER, BUILDING OFFICIAL, ENGINEER OF RECORD AND CONTRACTOR.



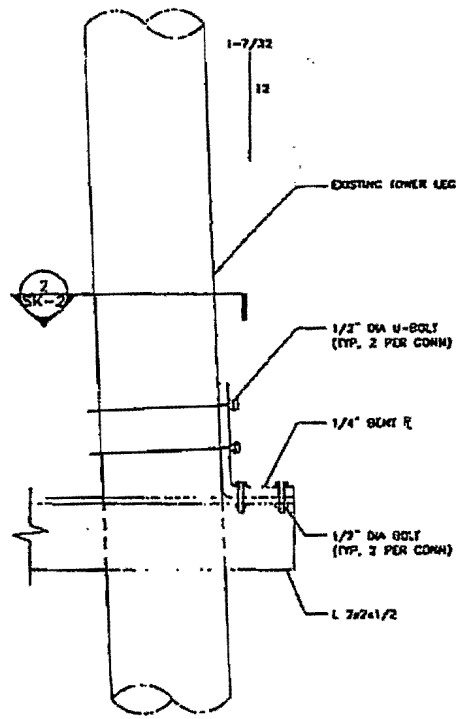
1 TOWER ELEVATION
 SK-1 SCALE 1" = 20'-0"

DWG NO: 30822275 Designed by: KAG Drawn by: KAG Checked by: JAK Approved by: JAS	URS CORPORATION AES 500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-860-320-8862	CELLCO PARTNERSHIP DBA VERIZON WIRELESS WIRELESS COMMUNICATIONS FACILITY SITE ADDRESS: NORTH ADAMS, MA ROUTE 2 NORTH ADAMS, MA 01247	Dep. no. SK-1 REV. DATE: DESCRIPTION Special: Date: 06-12-12 Job No. VZS-117 File No. Draw. 1 of 2
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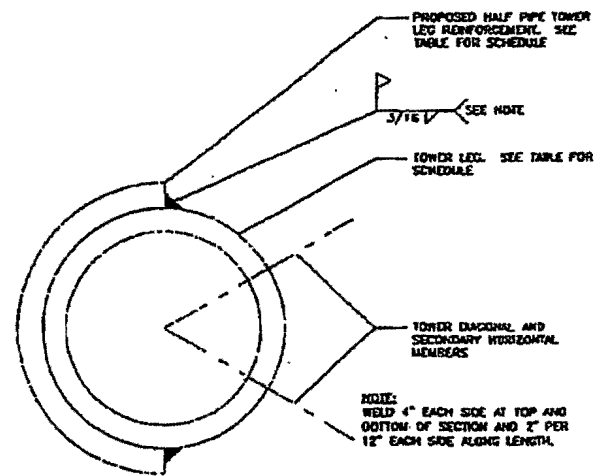
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2 TOWER LEG SECTION
SK-2 SCALE: N.T.S.



1 TOWER LEG DETAIL
SK-2 SCALE: N.T.S.



START ELEVATION	END ELEVATION	EXISTING LEG SIZE	LEG REINFORCEMENT
0'-0"	20'-0"	ROHN 2.5 CM	4" SCHEDULE 40 PIPE
20'-0"	40'-0"	ROHN 3 CM	3.5" SCHEDULE 40 PIPE
40'-0"	60'-0"	ROHN 2.5 CM	3" SCHEDULE 40 PIPE
60'-0"	80'-0"	ROHN 2.5 STD	3" SCHEDULE 40 PIPE

3 TOWER LEG REINFORCEMENT SECTION
SK-2 SCALE: N.T.S.

DWG NO: 36021275 Designed by: KAB Drawn by: KAB Checked by: KAB Approved by: RAS	URS CORPORATION AES 500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-860-525-8082	CELLCO PARTNERSHIP DBA VERIZON WIRELESS WIRELESS COMMUNICATIONS FACILITY SITE 6009753	NORTH ADAMS, MA ROUTE 2 NORTH ADAMS, MA 01247	Rev. No.
				SK-2
Date: 05-12-12				Job No. V25-117
File No.				Page 2 of 2

CT

EXHIBIT E

DFO
4

AMENDMENT NO. 2 TO CELLULAR PROPERTY LEASE

This Amendment is dated July 2, 2013 and is by and between NORTH ADAMS TOWER COMPANY, INC., successor to BERKSHIRE BROADCASTING CO., INC., having a mailing address of 61 Main Street, Suite 249, P.O. Box 386, North Adams, Massachusetts (the "Lessor") and PITTSFIELD CELLULAR TELEPHONE COMPANY, d/b/a Verizon Wireless, having a mailing address at 180 Washington Valley Road, Bedminster, New Jersey (the "Lessee").

The Lessor and Lessee are parties to a Cellular Property Lease dated August 1, 1990, as amended by Amendment No. 1 dated September 7, 2012 (the "Lease"), with respect to a communications facility located at Route 2, 2387 Mohawk Trail, North Adams, Massachusetts (the "Premises") including space on a telecommunications tower ("Tower") located at the Premises. The parties wish to further amend the Lease in certain particulars.

NOW, THEREFORE, for good and valuable consideration, the receipt of which being acknowledged, the parties agree as follows:

- 1. Section 2 of the Amendment No. 1 is hereby deleted and replaced with the following:


Lessee shall, upon full execution hereof and at no expense to Lessor, perform those modifications to Lessor's tower as are described in Drawings SK-1, SK-2 and SK-3 (attached hereto) of the "Detailed Structural Analysis and Reinforcement of Existing 150' Self-Supporting Lattice Tower New Antenna Arrangement" dated April 16, 2013 prepared by URS Corporation. Any such modifications shall not interfere with the activities or operations of Lessor or Lessor's other tenants.

- 2. Upon completion of the modifications described in Section 1, Lessee shall be authorized and permitted to install and maintain, at no additional cost, the antennas and associated cables and other equipment depicted on Exhibit LE-1, attached hereto.

- 3. In consideration of the foregoing, the parties agree that commencing August 1, 2013, the monthly rent shall increase by TWO HUNDRED 00/100 (\$200.00) DOLLARS per month.

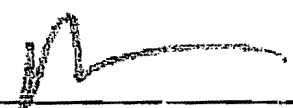
Signed as a sealed instrument as of the date set forth above.

LESSOR:
North Adams Tower Company, Inc.


Corydon L Thurston
President

LESSEE:
Pittsfield Cellular Telephone Company
d/b/a Verizon Wireless

By: Cellco Partnership
Its General Partner

By: 
David R. Heverling
Area Vice President - Network

7/2/13

STRUCTURAL NOTES

STRUCTURAL STEEL MATERIAL:

STRUCTURAL STEEL BEAMS, CHANNELS, PLATES AND ANGLES.....ASTM A572-50
 PIPE COLUMN.....ASTM 53 GRADE B
 STUB COLUMNS Fy=45 KSI.....ASTM A500
 BOLTS.....ASTM A325-N
 STRUCTURAL STEEL SHALL CONFORM TO ALL REQUIREMENTS OF THE 1999 AISC-LRFD SPECIFICATION, AS REFERENCED IN THE CODE.

MODIFICATIONS SHOWN ARE FOR EACH FACE OR LEG UNLESS NOTED OTHERWISE

UNLESS OTHERWISE NOTED, ALL STEEL WILL BE GALVANIZED IN ACCORDANCE WITH ASTM 123 AFTER FABRICATION. TOUCH UP ALL DAMAGED GALVANIZED STEEL WITH APPROVED COLD ZINC, "GALVANOX", "DRY GALV", "ZINC-IT", OR APPROVED EQUIVALENT, IN ACCORDANCE WITH MANUFACTURERS GUIDELINES. TOUCH-UP DAMAGED NON GALVANIZED STEEL WITH SAME PAINT APPLIED IN SHOP OR FIELD.

EXISTING DIMENSIONS OF STRUCTURE SHOWN ON THESE DOCUMENTS ARE NOT GUARANTEED. CONTRACTOR SHALL TAKE FIELD DIMENSIONS AS NECESSARY TO ASSURE PROPER FIT OF ALL FINISHED WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY. WHEN SHOP DRAWINGS BASED ON FIELD MEASUREMENT ARE SUBMITTED FOR REVIEW, DIMENSIONS ARE PROVIDED FOR THE ENGINEER'S REFERENCE ONLY.

ALL WELDING SHALL BE DONE BY A CERTIFIED WELDER IN ACCORDANCE WITH AWS STANDARDS, USING E70XX ELECTRODES UNLESS OTHERWISE NOTED. WHERE WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZES PER "PREQUALIFIED WELDED JOINTS" TABLES IN AISC "MANUAL OF STEEL CONSTRUCTION", NINTH EDITION.

IF WELDING GALVANIZED MATERIALS, USE PRECAUTIONS & PROCEDURES PER AWS D1.1.

MILL BEARING ENDS OF COLUMNS, STIFFENERS, AND OTHER BEARING SURFACES TO TRANSFER LOAD OVER ENTIRE CROSS SECTION.

CONNECTIONS / FIELD ASSEMBLY:

COMMENCEMENT OF STRUCTURAL STEEL WORK WITHOUT NOTIFYING THE ENGINEER OF ANY DISCREPANCIES WILL BE CONSIDERED ACCEPTANCE OF PRECEDING WORK.

BOLT REQUIREMENTS:

BOLTS THAT ARE REMOVED TO REPLACE TOWER MEMBERS SHALL BE REPLACED WITH NEW A325X BOLTS UNLESS NOTED OTHERWISE.

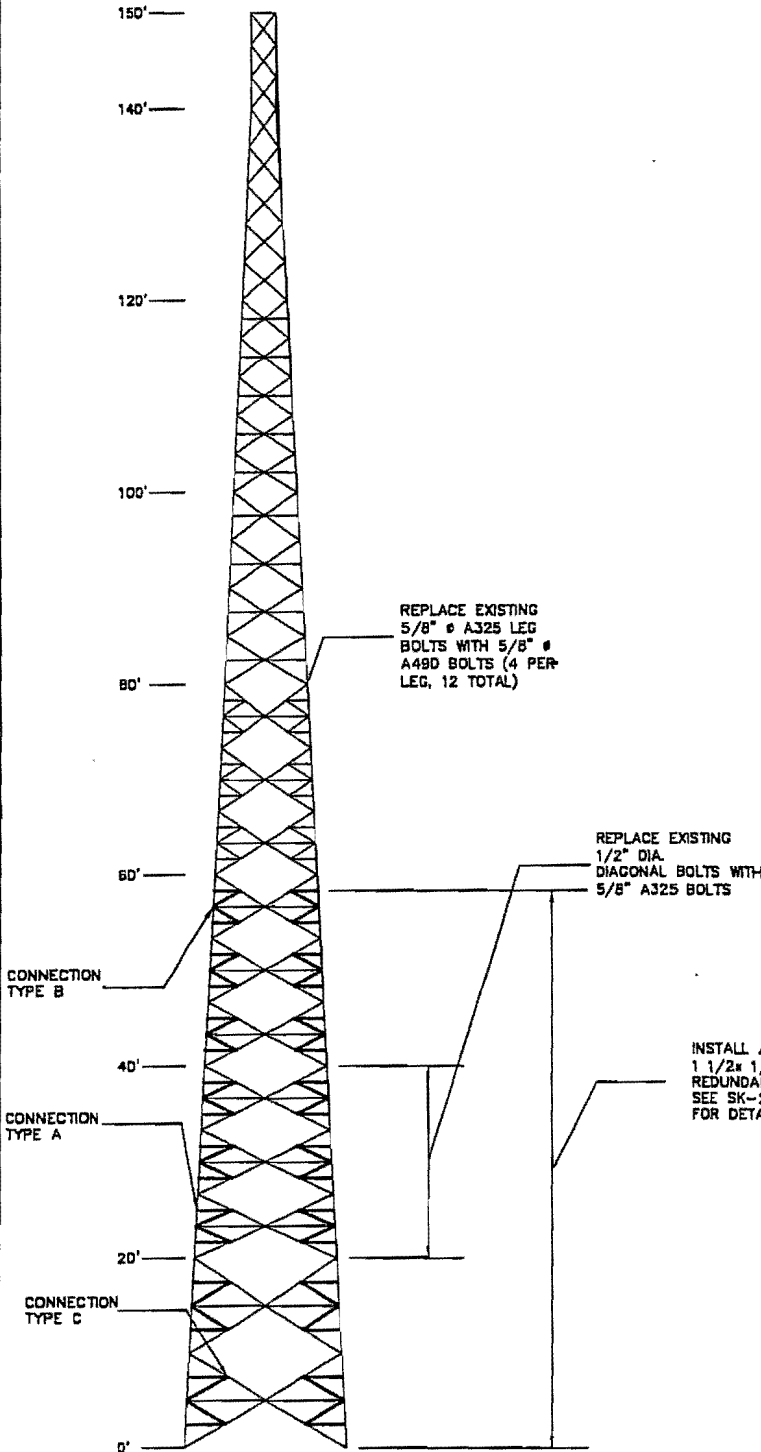
REPLACEMENT OF TOWER MEMBERS AND BOLTS:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STRUCTURAL INTEGRITY OF THE TOWER WHILE TOWER MEMBERS ARE REPLACED.

ONLY ONE MEMBER PER TOWER FACE SHALL BE REPLACED AT A TIME.

THE CONTRACTOR SHALL PREPARE AND MINIMIZE THE TIME THAT MEMBERS ARE NOT CONNECTED TO THE TOWER.

THE CONTRACTOR SHALL BE AWARE OF WEATHER AND WIND CONDITIONS AND NOT PERFORM REPLACEMENT IN A WIND.



1 TOWER ELEVATION
 SK-1 SCALE: 1" = 20'-0"

NOTE:
 VERIFY REINFORCEMENTS DESIGNED UNDER URS PROJECT NUMBER VTR-001 (REV 1) SIGNED AND SEALED DECEMBER 3, 2012 ARE INSTALLED PRIOR TO THE INSTALLATION OF VERIZON PROPOSED ANTENNA ARRANGEMENT. THE PROPOSED MODIFICATIONS UNDER THIS PROJECT ARE TO REINFORCE THE TOWER LEG WITH HALF 3" SCHEDULE 80 PIPE FROM 80' TO 100'. MODIFICATIONS ALSO INCLUDE REPLACING EXISTING \angle 1 1/2x1 1/2x1/4 DIAGONAL WITH \angle 2x2x1/4 FROM 80' TO 100' AND REINFORCING TOWER LEG WITH HALF 2.5" SCHEDULE 40 PIPE FROM 100' TO 120'.

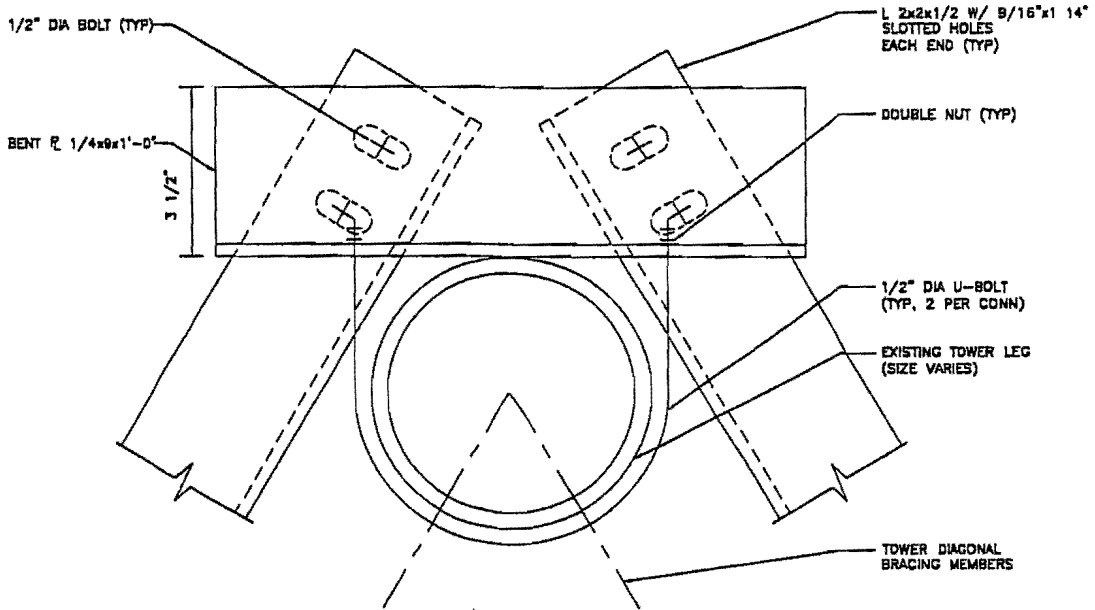
OW NO:
 38922275
 Designed by:
 KAB
 Drawn by:
 MCD
 Checked by:
 MJK
 Approved by:
 RAS

URS CORPORATION AES
 500 ENTERPRISE DRIVE
 ROCKY HILL, CONNECTICUT
 1-860-529-8882

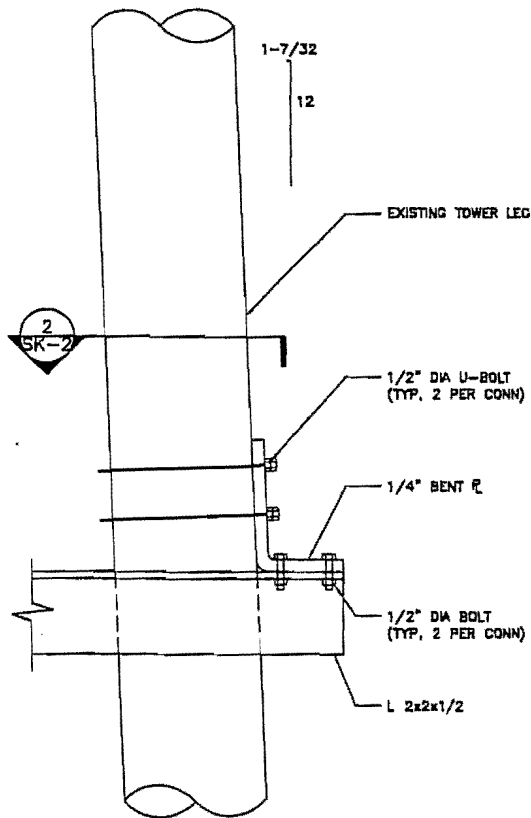
VERIZON WIRELESS
 WIRELESS COMMUNICATIONS FACILITY
 SITE ADDRESS:
 NORTH ADAMS, MA
 ROUTE 2
 NORTH ADAMS, MA 01247

REV.	DATE:	DESCRIPTION
Scale:	Date: 04-16-13	
Job No. VZ5-117RA	File No.	Dwg. 1 of 3

Dwg. No.
SK-1



2 CONNECTION TYPE A SECTION
SK-2 SCALE: N.T.S.



1 CONNECTION TYPE A
SK-2 SCALE: N.T.S.

DW NO:
36922275
Designed by:
KAB
Drawn by:
MCD
Checked by:
MJK
Approved by:
RAS

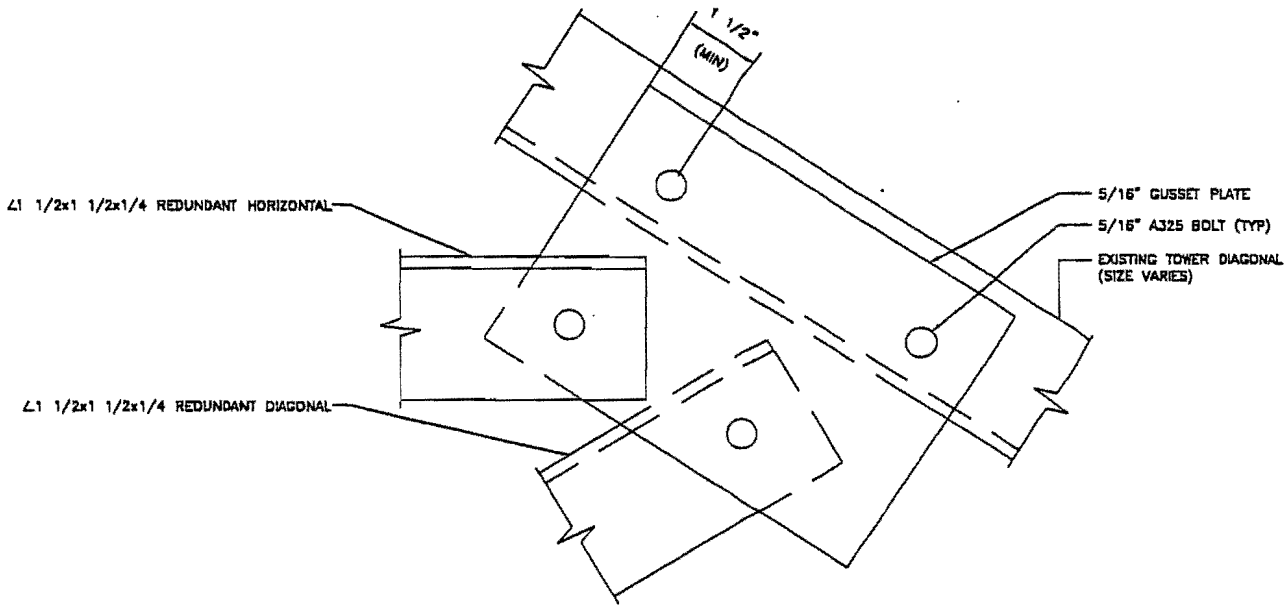
URS CORPORATION AES
500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-(860)-529-8882

VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS:
NORTH ADAMS, MA
ROUTE 2
NORTH ADAMS, MA 01247

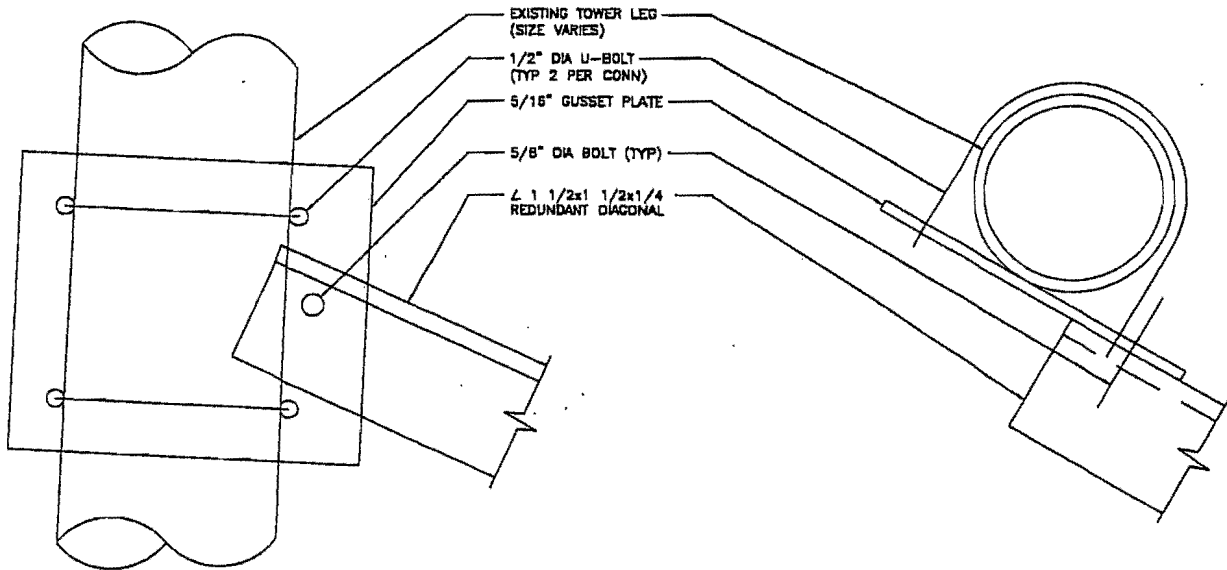
REV.	DATE:	DESCRIPTION

Scale: Date: D4-16-13
Job No. VZ5-117R4 File No. Dep. 2 of 3

Dwg. No.
SK-2



2 CONNECTION TYPE C
SK-3 SCALE: N.T.S.



1 CONNECTION TYPE B
SK-3 SCALE: N.T.S.

1 CONNECTION TYPE B SECTION
SK-3 SCALE: N.T.S.

- NOTES:**
1. LOCATE CONNECTION TYPE B AS CLOSE AS POSSIBLE TO EXISTING SECONDARY HORIZONTALS AND END CONNECTIONS
 2. CONNECTION TYPE B IS SHOWN FOR ONE FACE FOR CLARITY. LOCATE OTHER FACES AS CLOSE AS POSSIBLE.

DW NO:
36922275
Designed by:
KAB
Drawn by:
MCD
Checked by:
MJK
Approved by:
RAS

URS CORPORATION AES

500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-(860)-529-8882

VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY

SITE ADDRESS:

NORTH ADAMS, MA
ROUTE 2
NORTH ADAMS, MA 01247

REV.	DATE:	DESCRIPTION

Scale: Desc: 04-16-13

Job No. VZ5-117R4 File No. Dwg. 3 of 3

Dwg. No.
SK-3



DONOVAN & O'CONNOR, LLP
Attorneys and Counselors at Law
Established 1913

1330 Mass MoCA Way
North Adams, Massachusetts 01247
413.663.3200
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January 29, 2016

J. Norman O'Connor, Jr.
Janice J. Cook
Chris S. Dodig**
Stephen N. Pagnotta[‡]
Stephen F. Narey[‡]
Brigid M. Hennessey**
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Bennington, VT 05201-1033
802.442.3233

** Also admitted NY
[‡] Also admitted VT

email: mail@docatty.com
EIN 04-2198966

Deborah S. Capeless, Esq., Clerk
Superior Court Department
Silvio O. Conte Courthouse Building
76 East Street
Pittsfield, MA 01201

Re: North Adams Tower Company, Inc. v. Pittsfield Cellular Telephone Company
d/b/a Verizon Wireless

Dear Ms. Capeless:

Enclosed for filing with regard to the captioned matter are:

1. Complaint;
2. Civil Action Cover Sheet;
3. Self-addressed, stamped postcard on which we ask that you insert the civil action number assigned to this matter and return to us;
4. Our check in the amount of \$275 representing the filing fee, security fee and surcharge.

Very truly yours,

DONOVAN & O'CONNOR, LLP

Donald W. Goodrich

DWG:djb
Enclosures

CIVIL TRACKING ORDER (STANDING ORDER 1-88)	DOCKET NUMBER 1676CV00031	Trial Court of Massachusetts The Superior Court
CASE NAME: North Adams Tower Company Inc vs. Pittsfield Cellular Telephone Company et al		Deborah S. Capeless, Clerk of Courts
TO: File Copy		COURT NAME & ADDRESS Berkshire County Superior Court 76 East Street Pittsfield, MA 01201

TRACKING ORDER - A - Average

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

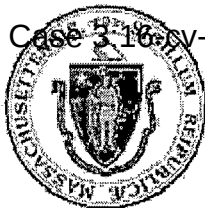
	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		05/02/2016	
Response to the complaint filed (also see MRCP 12)		06/01/2016	
All motions under MRCP 12, 19, and 20	06/01/2016	07/01/2016	08/01/2016
All motions under MRCP 15	03/28/2017	04/27/2017	04/27/2017
All discovery requests and depositions served and non-expert depositions completed	01/22/2018		
All motions under MRCP 56	02/21/2018	03/23/2018	
Final pre-trial conference held and/or firm trial date set			07/23/2018
Case shall be resolved and judgment shall issue by			02/01/2019

A True Copy
 Attest: *[Signature]*
 Clerk

The final pre-trial deadline is **not the scheduled date of the conference**. You will be notified of that date at a later time. Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service. This case is assigned to

Attest: *[Signature]*
 Clerk

DATE ISSUED	ASSISTANT CLERK	PHONE
02/02/2016		(413)499-7487



1676CV00031

North Adams Tower Company Inc vs. Pittsfield Cellular Telephone Company et al

CASE TYPE:	Equitable Remedies	FILE DATE:	02/01/2016
ACTION CODE:	D13	CASE TRACK:	A - Average
DESCRIPTION:	Declaratory Judgment G.L. c. 231A	CASE STATUS:	Closed
CASE DISPOSITION DATE:	03/18/2016	STATUS DATE:	03/18/2016
CASE DISPOSITION:	Transferred to another Court	CASE SESSION:	Civil A
CASE JUDGE:			

LINKED CASE

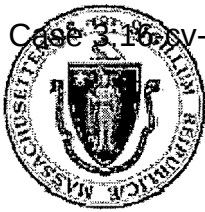
DCM TRACK

Tickler Description	Due Date	Completion Date	
Rule 15 Served By	03/28/2017	03/18/2016	6.00
Rule 56 Served By	02/21/2018	03/18/2016	10.00
Service	05/02/2016	03/18/2016	1.00
Answer	06/01/2016	03/18/2016	2.00
Rule 12/19/20 Served By	06/01/2016	03/18/2016	3.00
Rule 12/19/20 Filed By	07/01/2016	03/18/2016	4.00
Rule 15 Heard By	04/27/2017	03/18/2016	8.00
Final Pre-Trial Conference	07/23/2018	03/18/2016	12.00
Rule 15 Filed By	04/27/2017	03/18/2016	7.00
Rule 12/19/20 Heard By	08/01/2016	03/18/2016	5.00
Discovery	01/22/2018	03/18/2016	9.00
Judgment	02/01/2019	03/18/2016	13.00
Rule 56 Filed By	03/23/2018	03/18/2016	11.00

PARTIES

<p>Plaintiff North Adams Tower Company Inc</p>	<p>Attorney Donald W. Goodrich Donovan & O'Connor, LLP Donovan & O'Connor, LLP 1330 Mass Moca Way North Adams, MA 01247 Work Phone (413) 663-3200 Added Date: 02/02/2016</p>
---	---

A True Copy
 Attest: *[Signature]*
 202200
 Clerk



Docket Report

<p>Defendant D/B/A Verizon Wireless</p>	<p>Private Counsel 656188 William P. McGovern Tucker, Saltzman, Dyer & O'Connell, LLP Tucker, Saltzman, Dyer & O'Connell, LLP 50 Congress Street Suite 430 Boston, MA 02109 Work Phone (617) 986-6220 Added Date: 03/18/2016</p>
<p>Defendant Pittsfield Cellular Telephone Company</p>	<p>Private Counsel 656188 William P. McGovern Tucker, Saltzman, Dyer & O'Connell, LLP Tucker, Saltzman, Dyer & O'Connell, LLP 50 Congress Street Suite 430 Boston, MA 02109 Work Phone (617) 986-6220 Added Date: 03/18/2016</p>

PARTY CHARGES					
#	Offense Date/ Charge	Code	Town	Disposition	Disposition Date

EVENTS				
Date	Session	Event	Result	Resulting Judge

FINANCIAL SUMMARY					
Fees/Fines/Costs	Assessed	Paid	Dismissed	Balance	
Total	275.00	275.00	0.00	0.00	

Deposit Account(s) Summary	Received	Applied	Checks Paid	Balance
Total				

A True Copy
 Attest: *[Signature]*
 Clerk



Docket Report

INFORMATIONAL DOCKET ENTRIES

Date	Ref	Description	Judge
03/18/2016		Case transferred to another court.	
03/18/2016		Appearance entered On this date William P. McGovern, Jr., Esq. added as Private Counsel for Defendant D/B/A Verizon Wireless	
03/18/2016		Appearance entered On this date William P. McGovern, Jr., Esq. added as Private Counsel for Defendant Pittsfield Cellular Telephone Company	
03/18/2016	3	Notice of Removal to the United States District Court filed by Defendant, Pittsfield Cellular Telephone Company d/b/a Verizon Wireless Applies To: Pittsfield Cellular Telephone Company (Defendant); D/B/A Verizon Wireless (Defendant)	
02/02/2016		Demand for jury trial entered.	
02/02/2016	2	Civil action cover sheet filed.	
02/02/2016	1	Original civil complaint filed.	
02/02/2016		Case assigned to: DCM Track A - Average was added on 02/02/2016	
02/02/2016		Appearance entered On this date Donald W Goodrich, Esq. added for Plaintiff North Adams Tower Company Inc	

Antonia J. Stogard
Dist.

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**NORTH ADAMS TOWER COMPANY,
INC.,**

Plaintiff,

CIVIL ACTION

v.

**PITTSFIELD CELLULAR TELEPHONE
COMPANY d/b/a VERIZON WIRELESS**

Defendant.

NOTICE OF REMOVAL

To: Civil Clerk's Office, United States District Court
District of Massachusetts, U.S. Courthouse
Suite 120, 300 State St.
Springfield, MA 01105-2919

Superior Court Clerk, Superior Court Department of the Trial Court
Berkshire County Court House Bldg.
76 East Street, Pittsfield, MA 01201

Donald W. Goodrich, Esquire
Donovan & O'Connor, LLP
1330 Mass MoCA Way
North Adams, MA 01247

Defendant, Pittsfield Cellular Telephone Company d/b/a Verizon Wireless ("Pittsfield Cellular"), by its undersigned attorneys, and pursuant to 28 U.S.C. § 1446, gives notice that it hereby removes the above-captioned case presently pending in the Superior Court Department of the Trial Court of Berkshire County, Commonwealth of Massachusetts, which bears Civil Action Number 1676-CV-00031, to the United States District Court for the District of Massachusetts.

Removal is authorized by 28 U.S.C. § 1441 and is based upon the United States District Court's original jurisdiction of the case pursuant to 28 U.S.C. § 1332, because it is a civil action where the parties are citizens of different states and the amount of controversy exceeds \$75,000 exclusive of interest and costs. In support of this Notice, Pittsfield Cellular states:

A. Background

1. The Complaint naming the Defendant was filed in the Superior Court Department of the Trial Court for the Commonwealth of Massachusetts in County of Berkshire on or about February 2, 2016. Exhibit 1 (Complaint and Civil Action Cover Sheet).

2. Pittsfield Cellular was served with the Summons and Complaint on February 16, 2016. The time within which the Defendant is required to remove this action to the United States District Court for the District of Massachusetts under 28 U.S.C. § 1446 has not expired.

3. The Complaint purports to assert claims for breach of contract, breach of implied warranty of workmanlike performance, and negligence, and asserts a count seeking declaratory judgment.

B. Diversity of Citizenship

4. Defendant Pittsfield Cellular Telephone Company is a general partnership. Its partners are:

Cellco Partnership
Alltel Communications, LLC
CP General Partnership
San Marcos 605 Trust
Eagle Enterprises
William P. Evan
The Linney Family Trust
James P. Kennedy
Doris J. Kile
David Kunkle
Arnold C. Leong
Leo Buk Lhu
Lee McDonald
Mercury Enterprises I
Garry M. Samuels 1988 Trust
S & D Partnership
James T. Platzek Revocable Trust
Gordon R. Porter
Jay Pritchett
Charles Peltzer
Daniel A. Walz
Celio Family Trust

None of the above is believed to be a citizen of Massachusetts.

5. The Plaintiff, North Adams Tower Company, Inc., is a Massachusetts corporation with a principal place of business in North Adams, Massachusetts.

6. For purposes of diversity jurisdiction, "a partnership has attributed to it the citizenship of all its members." *Quincy V, LLC v. Herman*, 652 F.3d 116, 120 (1st Cir. 2011) (citing *Carden v. Arkoma Assocs.*, 494 U.S. 185, 188-90, 110 S.Ct. 1015 (1990)).

Because none of the members of Pittsfield Cellular is known to be a citizen of Massachusetts, there is complete diversity of citizenship between the Plaintiff and the Defendant in this action.

C. Jurisdictional Amount

7. The Complaint asserts a claim for “amounts approximating \$500,000.”

Exhibit 1 (Complaint ¶17).

8. Pursuant to 28 U.S.C. § 1446, a copy of this Notice of Removal will be filed with the Clerk of the Superior Court, Department of the Trial Court, in and for the County of Berkshire, and a copy of this Notice of Removal will be served upon counsel for the Plaintiff.

Defendant,
Pittsfield Cellular Telephone Company d/b/a
Verizon Wireless,
By Their Attorneys,

/s/ William P. McGovern, Jr.
William P. McGovern, Jr., BBO#656188
Tucker, Saltzman, Dyer & O'Connell, LLP
50 Congress Street
Boston, MA 02109
Tel: (617) 986-4217
Fax: (617) 986-4202
mcgovern@tsd-lawfirm.com

CERTIFICATE OF SERVICE

I, William P. McGovern, hereby certify that on this 16th day of March 2016, I served a copy of the foregoing document by first class mail, postage pre-paid, on all counsel of record:

Donald W. Goodrich, Esquire
Donovan & O'Connor, LLP
1330 Mass MoCA Way
North Adams, MA 01247

/s/ William P. McGovern, Jr.
William P. McGovern, Jr.

EXHIBIT 1

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
Civil Action No.

NORTH ADAMS TOWER COMPANY, INC.)
Plaintiff)

v.)

PITTSFIELD CELLULAR TELEPHONE)
COMPANY d/b/a VERIZON WIRELESS,)
Defendant)

COMPLAINT

SUPERIOR COURT
SOMERSET COUNTY, NJ
RECEIVED
2016 FEB 10 AM 8:19

PARTIES

1. North Adams Tower Company, Inc. ("North Adams Tower") is a Massachusetts corporation with a principal place of business located at 61 Main Street, Room 249, North Adams, Massachusetts.

2. Pittsfield Cellular Telephone Company ("Pittsfield Cellular") is a general partnership whose managing partner is Celco Partnership ("Celco"), a general partnership with a principal place of business located at 180 Washington Valley Road, Bedminster, New Jersey.

3. Pittsfield Cellular now does and at all times material to the allegations herein made has done business as Verizon Wireless.

FACTS

4. On August 1, 1990, Berkshire Broadcasting Co., Inc. ("Berkshire Broadcasting") as lessor, entered into a Cellular Property Lease with Pittsfield Cellular, as lessee ("Cellular Property Lease") to lease property then owned by Berkshire Broadcasting, located north of Route 2, the Mohawk Trail, in North Adams, Massachusetts, as described in Attachment A to the

lease ("Premises") which included an antenna mounting area on an existing 150 foot self-supporting tower (the "Tower"). See Exhibit A.

5. Section 14 of the Cellular Property Lease states:

14. During the term of this Agreement

- (a) Lessee shall exercise special precautions to avoid damage to the Tower and to the equipment and other property of Lessor and the other lessees at the site and assumes all responsibility for any and all loss and expense from such damage caused by Lessee.
- (b) Lessee hereby indemnifies and holds harmless Lessor . . . from and against any and all claims, actions, damages, liability and expense (including attorney's fees and expenses) in connection with . . . damage to property arising from or out of the equipment or other property of Lessee, from or out of use by Lessee of the Tower . . . or occasioned by the act or omission of Lessee or its agents or employees or those for whom Lessee is legally liable

6. Berkshire Broadcasting conveyed, by Quitclaim Deed dated and recorded on April 23, 2004, the Premises to North Adams Tower. See Exhibit B.

7. On April 23, 2004, Berkshire Broadcasting entered into an Assignment and Assumption Agreement with North Adams Tower which "assign[ed] all of its right, title and interest . . . in, to and under the leases, agreements and other contracts pertaining to the Tower Site . . ." See Exhibit C.

8. On September 7, 2012, North Adams Tower and Pittsfield Cellular entered into Amendment No. 1 to the Cellular Property Lease ("Amendment 1"). See Exhibit D.

9. Section 2 of Amendment 1 stated:

Lessee shall, upon full execution hereof and at no expense to Lessor, perform those modification to Lessor's tower as are described in Sections SK-1 and SK-2 (attached hereto) of the

“Detailed Structural Analysis and Reinforcement of Existing 150’ Self-Supporting Lattice Tower New Antenna Arrangement” dated June 12, 2012 prepared by URS Corporation. Any such modification shall not interfere with the activities or operations of Lessor or Lessor’s other tenants.

10. Section 6 of Amendment 1 stated:

Lessee shall have the right to “swap” or otherwise replace any of the antennas now or in the future located on Lessor’s tower at no additional rent and without the necessity of Lessor’s consent; provided, however, that Lessee shall have first provided Lessor a structural analysis by a professional engineer which states that such tower shall be structurally capable to support any such replacement antennas without the need for further modification or support.

11. On June 30, 2013, North Adams Tower entered into Amendment 2 to the Cellular Property Lease (“Amendment 2”) with Pittsfield Cellular. See Exhibit E.

12. Amendment 2 replaced Section 2 of Amendment 1 with the following:

Lessee shall, upon full execution hereof and at no expense to Lessor perform those modification to Lessor’s tower as are described in Drawings SK-1, SK-2 and SK-3 (attached hereto) of the “Detailed Structural Analysis and Reinforcement of Existing 150’ Self-Supporting Lattice Tower New Antenna Arrangement” dated April 16, 2013 prepared by URS Corporation. Any such modification shall not interfere with the activities or operations of Lessor or Lessor’s other tenants.

and also provided that:

2. Upon completion of the modifications described in Section 1 [set forth above] Lessee shall be authorized and permitted to install and maintain, at no additional cost, the antennas and associated cables and other equipment depicted on Exhibit LE-1 attached hereto.

13. Between September 7, 2012, and March 29, 2014, Pittsfield Cellular made or caused or caused to be made modifications and additions to the Tower, including, but not limited

to, altering its structural integrity and placing new or additional antennas and related materials on it.

14. On or about March 29, 2014, the Tower failed, toppled over and collapsed, destroying it, an adjacent tower, and damaging other yard property of North Adams Tower, as well as antenna, equipment and transmission lines of all the Lessees or Licensees, mounted upon or connect to these facilities located on the Premises.

15. The failure, topple and collapse of the Tower arose from or out of the equipment or other property of Pittsfield Cellular, from or out of use by Pittsfield Cellular of the Tower, and was occasioned by the acts or omissions of Pittsfield Cellular or its agents or employees or those for whom Pittsfield Cellular is legally liable.

16. Pittsfield Cellular failed to exercise special precautions to avoid damage to the Tower and to the equipment and other property of North Adams Tower at the site on the Premises.

17. To date, North Adams Tower has suffered damages and expense (including attorney's fees and expenses as a result of the Tower topple and collapse) in amounts approximating \$500,000.

COUNT I
(Breach of Contract)

18. Plaintiff hereby repeats and incorporates the statements set forth in paragraphs 1-17 above by reference.

19. The defendant has breached the terms of the Cellular Property Lease as amended.

20. The defendant's breach of contract has proximately caused the plaintiff to sustain damages, including, but not limited to, demolishing and removing the damaged Tower and the

adjacent tower, constructing a new tower, and repairing, replacing and securing the surrounding structures, fixtures and landscape of the Premises.

WHEREFORE, the plaintiff requests that this Court enter judgment against Pittsfield Cellular Telephone Company d/b/a Verizon Wireless, awarding the plaintiff the amount of its actual damages, including its attorney's fees and costs, plus interest, reasonable costs and such other relief as this Court deems appropriate.

COUNT II

(Breach of Implied Warranty of Workmanlike Performance)

21. The plaintiff hereby repeats and incorporates the statements set forth in paragraphs 1 - 17 above by reference.

22. In every contract, there is an implied warranty of workmanlike performance pursuant to which the contracting party warrants that it will use reasonable and appropriate skill and care in performing its obligations.

23. The defendant breached the implied warranty of workmanlike performance by failing to use reasonable and appropriate skill and care in the inspection, analysis, modifications and additions to the Tower, which failed, toppled over and collapsed on or about March 29, 2014.

24. As a direct and proximate result of the defendant's breach of the implied warranty of workmanlike performance, by its failure to use reasonable and appropriate skill and care in the inspection, analysis, modifications and additions to the Tower, the plaintiff sustained damages, including, but not limited to, demolishing and removing the damaged Tower and the adjacent tower, constructing a new tower, and repairing, replacing and securing the surrounding structures, fixtures and landscape of the Premises.

WHEREFORE, the plaintiff requests that this Court enter judgment against Pittsfield Cellular Telephone Company d/b/a Verizon Wireless, awarding the plaintiff the amount of its actual damages, plus interest, reasonable costs and such other relief as this Court deems appropriate.

COUNT III
(Negligence)

25. The plaintiff hereby repeats and incorporates the statements set forth in paragraphs 1 - 17 above by reference.

26. Pittsfield Cellular negligently authorized, performed, caused to be performed, supervised and/or approved modifications to the Tower and/or negligently swapped, replaced and/or added antennas and ancillary equipment on the Tower.

27. As a proximate result of the negligence of Pittsfield Cellular, North Adams Tower suffered the damages alleged in paragraphs 14 and 17 above.

WHEREFORE, the plaintiff requests that this Court enter judgment against Pittsfield Cellular Telephone Company d/b/a Verizon Wireless, awarding the plaintiff the amount of its actual damages, plus interest, reasonable costs and such other relief as this Court deems appropriate.

COUNT IV
(Declaratory Judgment)

28. The plaintiff hereby repeats and incorporates the statements set forth in paragraphs 1 - 20 above by reference.

29. Lessees of North Adams Tower and others with rights to use of the Premises suffered damage to their equipment and other property of theirs on the Premises as a result of the

failure of Pittsfield Cellular to exercise special precautions to avoid such damage for which Pittsfield Cellular assumed all responsibility in the Cellular Property Lease.

30. Pittsfield Cellular agreed in the Cellular Property Lease to indemnify and hold harmless North Adams Tower from and against any and all claims, actions, damages, liability and expense (including attorney's fees and expenses) in connection with damage to property arising from or out of the equipment or other property of Pittsfield Cellular from or out of the use by Pittsfield Cellular of the Tower on or about March 29, 2014, when the Tower failed, toppled and collapsed or occasioned by its act or omission or the act or omission of its agents or employees or those for whom it is legally liable.

31. North Adams Tower is on notice of potential claims, actions, damages, liability and expense (including attorney's fees and expenses) of its lessees and others with rights to use of the Tower, arising from or out of Pittsfield Cellular's use of the Tower or occasioned by its act or omission or the act or omission of its agents or employees or those for whom it is legally liable.

32. An actual controversy has arisen between North Adams Tower and Pittsfield Cellular.

WHEREFORE, the plaintiff requests that this Court make binding declarations of the rights, duties, status and other legal relations between North Adams Tower and Pittsfield Cellular and enter a declaratory judgment against Pittsfield Cellular Telephone Company d/b/a Verizon Wireless ordering and enjoining it to indemnify the plaintiff and hold it harmless from and against any and all claims, actions, damages, liability and expense (including attorney's fees and expenses) in connection with damage to property of lessees of North Adams Tower and using the Tower on or about March 29, 2014, when the Tower failed, toppled and collapsed arising from

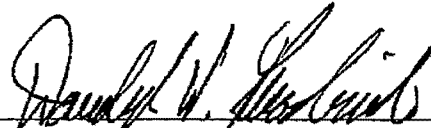
or out of use of the Tower by Pittsfield Cellular or occasioned by its act or omission or the act or omission of its agents or employees or those for whom it is legally liable.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Dated: January 29, 2016

THE PLAINTIFF

By its attorneys,



Donald W. Goodrich, BBO No. 202200

For Donovan & O'Connor, LLP

1330 Mass MoCA Way

North Adams, MA 01247

Tel: (413) 663-3200

Fax: (413) 663-7970

Email: mail@docatty.com

DWG:djb

EXHIBIT A

0+0
1

Berkshire Broadcasting Co., Inc.
Page 1 of 12

CELLULAR PROPERTY LEASE

This Cellular Property Lease Agreement is made and entered into this 15th day of August, 1996 by and between Berkshire Broadcasting Co., Inc., (the "Lessor") and Pittsfield Cellular Telephone Co., a Massachusetts partnership, having an address c/o Metro Mobile CTS, Inc., 110 East 59th Street, New York, New York 10022 (the "Lessee").

1. Premises.

(a) Lessor hereby leases to Lessee, and Lessee hereby hires and takes from Lessor the real property described on Attachment A attached hereto and made a part hereof (the "Premises").

(b) Lessor hereby leases to Lessee on a non-exclusive basis sufficient space to accommodate all of Lessee's transmit and receive antennas on Lessor's existing 150 foot AGL Tower on the Premises, in accordance with Attachment C hereof.

(c) Lessor leases the Premises together related thereto and with the right of such pedestrian, vehicular and utility ingress and egress to the Premises as Lessee shall deem necessary or appropriate to construct, alter, move, remove and maintain its Facilities (as hereinafter defined); and together with the right to construct, place, alter, move, remove and maintain the Facilities on, under and above the Premises. Lessor agrees to execute such documents as shall be necessary to carry out the intent of this paragraph including, without limitation, utility and ingress and egress easements, and Right of Passage on and to the Premises as set forth on Exhibit C attached hereto and made part hereof.

2. Approvals, Consents and Other Agreements.

(a) It is understood and agreed that the Lessee's ability to use the Premises for the purposes set forth in this Lease is contingent upon its obtaining, either before or after the effective date of this Lease, certain approvals. These approvals (the "Approvals") are all approvals, authorizations, licenses, consents and exemptions required to be issued by all cognizant governmental authorities, in order to construct and operate Lessee's cellular radio telecommunications system on the Premises. In the event that any application for an Approval issued for the operation of the Lessee's Facilities is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority, so that the Lessee shall be unable to use the Premises for the specified purposes, the Lessee shall have the right to terminate this Lease pursuant to this Paragraph 2. This Paragraph 2(a) shall not be applicable if the cancellation, expiration, lapse, withdrawal or

Berkshire Broadcasting Co., Inc.
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termination of any of the required approvals is due to the acts or omissions of the Lessee or the failure or refusal of the Lessee to take the actions necessary to obtain or maintain all necessary certificates, permits, licenses, and approvals. Thirty (30) day Notice of the Lessee's exercise of its right to terminate shall be given to the Lessor in writing by certified mail, return receipt requested. All rentals paid pursuant to this Lease to said termination date shall be retained by the Lessor. Upon such termination, this Lease shall become null and void and of no further force and effect and the parties shall have no further obligation, including the payment of money, to each other hereunder.

(b) It is also understood and agreed that the effectiveness of this Lease is contingent upon

- (i) grant of the Right of Passage attached hereto as Exhibit C,
- (ii) obtaining all consents set forth on Attachment E, and
- (iii) obtaining non-disturbance agreements, in form satisfactory for filing on the public record, from all indicated lienors set forth on Attachment B hereto.

In the event that all of the Right of Passage is not granted, consents not obtained, and non-disturbance agreements are not obtained from all lienors, Lessee shall have no obligation to proceed with this Lease and this Lease shall be null, void and of no force or effect.

(c) Lessee shall obtain, at its own expense, any and all licenses and permits from such governmental body or agency as shall have jurisdiction in connection with the installation, repair, alteration or replacement of Lessee's equipment or with any activities of Lessee on the Premises and shall abide by the terms and provisions of such licenses or permits. If for any reason any governmental agency shall deny, terminate, fail or refuse to issue, extend or renew any license or permit to Lessor or Lessee to use or continue to use the Premises for its intended purposes or determine that the Premises is in violation of any statute, orders, regulations, then in that event this Agreement may be terminated by the other party hereto, giving thirty (30) days notice in writing and each party shall not have any further claims against the other and this Lease shall terminate and be of no further force or effect.

Berkshire Broadcasting Co., Inc.
Page 3 of 12

3. Use of Premises. During the term of this Agreement, Lessee, at its expense, shall have the right to do any and all acts necessary or desirable in order to conduct the following activities on the Premises:

- (a) to install radio antennas on the Lessee's tower located on or above the Premises in accordance with the specifications set forth on Attachment C attached hereto and made a part hereof;
- (b) to install Lessee's cellular radio telephone transmitting and receiving equipment at, on, or above the Premises in accordance with Schedule C, and to operate this equipment in accordance with FCC regulations and to insure that this equipment doesn't interfere with the radio transmissions or signals of the Lessor or its other tenants or licensees in their currently existing form, and,
- (c) to alter the Facilities from time to time at Lessee's sole discretion and expense to adapt to Lessee's business needs, provided that such alterations do not interfere with the then existing activities of Lessor or its other tenants, and provided that any alterations that require additional land or Tower space be approved in advance by Lessor.

Lessee at all reasonable times shall have use of and access to the Premises, and to all improvements and appurtenances related thereto. Nothing contained in this agreement shall be deemed to restrict Lessor from using or allowing others to lease the use of the Tower, the Easement, or the land except the Lessor agrees not to use this property in such a way as would interfere in any respect with Lessee's use of the Premises as a communications facility, nor shall Lessor lease such property for an intended use which would so interfere with Lessee's use of the Premises including, but not limited to, the leasing of additional Tower Space to other tenants, licensees or permittees whose transmissions will interfere with Lessee's cellular telephone business and transmissions. Lessee shall utilize the Premises for its cellular communications and related purposes.

4. Term. The Base Term (the "Base Term") of this Lease Agreement which Base Term shall be for a period of ten (10) years. The parties hereto agree to execute, in recordable form, a Memorandum of Lease and/or a Memorandum of Right of Passage setting forth the said commencement date of the Base Term which Memorandum shall exclude financial terms. The parties hereto agree that the commencement date of this lease shall be AUGUST, 1990.

Berkshire Broadcasting Co., Inc.
Page 4 of 12

5. Option to Renew. Provided that Lessee is not in default hereunder, Lessee is hereby granted three (3) options to renew this Lease Agreement following the Base Term for successive periods of five (5) years each, provided that this Lease is in full force and effect at the time of such renewal. If Lessee wishes to exercise any option to renew this Lease as above provided, Lessee shall notify Lessor not later than thirty (30) days prior to the end of the Base Term or the then current renewal term. Failure to exercise any renewal options shall be deemed a waiver of any successive renewal option.

6. Rent/Personal Property Tax.

(a) During the Base Term, Lessee agrees to pay Lessor a monthly rental of Seven Hundred Fifty Dollars (\$750.00) per month, payable in advance, on the first day of a month. If the Base Term of this Lease does not begin on the first day of a month, then the rental payment for such partial month shall be a prorated portion of \$750.00. Said prorated rental payment, if any, shall be due upon the commencement of the Base Term with respect to said Base Term. Notwithstanding anything to the contrary set forth herein, the first six (6) months of monthly rent shall be due and payable in one lump sum at the inception of the Base Term, and the second six (6) months of monthly rent shall also be payable in one lump sum at the seventh (7th) month of the Base Term. Commencing with the second year of the Base Term, monthly rent shall be paid on a monthly basis. The Base Term shall be calculated beginning from the first day of the first full month following the Base Term. In addition, Lessee agrees to pay Lessor a one time payment of Five Thousand and 00/100 Dollars (\$5,000.00) at the beginning of the Base Term.

(b) Commencing on July 1st, 1995, and every 60 months thereafter for as long as this Lease shall remain in effect, the Lessor upon renewal of this Lease (Base Month: July, 1990), or upon the commencement of any renewal term hereof, reserves the right to adjust the rental amount in an amount not to exceed the increase in the Consumer Price Index, U.S. Average (1982 = 100), by giving Lessee written notice of such increase at least sixty (60) days in advance of the date on which such increase becomes effective.

(c) Lessee shall be responsible for payment of any personal property tax for its property on the Premises.

7. Rent During Renewal Terms. In the event that Lessee exercises its renewal option(s) as promised above, each renewal shall be on the same terms and conditions as set forth herein subject to an adjustment of rent as provided in Paragraph 6, above.

Berkshire Broadcasting Co., Inc.
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8. Facilities. During the Base Term hereof and during all exercised renewal options, Lessee shall have the right to construct, install, operate and maintain such transmission and receiving equipment and related facilities on the Premises as Lessee shall deem necessary or appropriate in the conduct of its business operations, or in providing communication services to the public. Lessee may alter its Facilities from time to time at its expense as Lessee, in its discretion, deems appropriate. Lessor shall have no obligation whatsoever to construct, maintain, repair, alter or replace the equipment building constructed by the Lessee. It is understood that any new construction requiring additional facilities from those established in Attachment C, will require the advance approval of the Lessor. Such approvals will not be unreasonably withheld.

9. Representations of Lessor.

(a) Except for the permitted liens and encumbrances set forth in Attachment B hereto, Lessor holds a good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances.

(b) Lessor has full authority to enter into and perform this Lease and, upon execution hereof, has agreed to execute and deliver resolutions or other evidence of authority that the entry into and performance of this Lease is a duly authorized, valid and enforceable action of the Lessor. Lessor warrants and represents to the best of its knowledge, that this Lease does not conflict with any other document to which it is a party or is bound.

(c) Lessor warrants and represents that it has complied, and will during the term of this Lease, comply with all instruments and documents which affect the Premises, including, but not limited to, all mortgages, trusts, deeds, Right of Passage, covenants, statutes, regulations, and any other document or restriction which may affect the Premises. Without limiting the generality of the foregoing, Lessor warrants and represents knowledge that:

- (i) the tower is fit for the purposes intended and complies with all municipal, state and federal construction, operational and regulatory requirements;
- (ii) that Lessor will not lease any other part of the Tower to any subsequent tenant whose transmissions would interfere with Lessee's transmissions, facilities or cellular telephone business; provided, however, this representation does not apply to any tenant which preceded Lessee as a tenant, provided such transmissions remain the same as those on the date of this Lease.

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(iii) Lessor shall maintain and repair the tower as necessary during the term hereof so that the tower is fit for the purposes intended and complies with all municipal, state and federal construction, operational and regulatory requirements;

(d) Lessor warrants and represents to the best of its knowledge that, except as set forth on Attachment E appended hereto, that no consent or authorization is required in connection with the entry into and performance of this Lease.

10. Representations of Lessee. Lessee warrants and represents that it has full authority to enter into and perform this Lease Agreement and that this Lease does not conflict with any other document or agreement to which it is a party or is bound, and that this Lease is fully enforceable in accordance with its terms.

11. Surveys. Lessor agrees that Lessee may, at its option and at its expense, perform or cause to be performed such surveying of the Premises and all access areas thereto as Lessee shall deem necessary. Any such surveys shall become Attachment A-1 hereto and shall control in the event of discrepancies between them and Attachment A.

12. Lessor's Work. Lessor shall perform, wholly at its own expense, the work, if any, shown on Attachment D hereto, which is incorporated herein by reference, in order to make the Premises ready for Lessee's occupancy. Such work shall be performed expeditiously in a first-class workmanlike manner upon prior written notice from Lessee to Lessor. In the event that such work is not completed on the date on which the Base Term of this Lease begins, as specified above, the commencement date of the Base Term of this Lease shall be deferred until such completion, and Lessee's obligation to pay rent under this Lease shall be suspended until such completion. Unless all such work is completed by Lessor on or before [N/A] months after the commencement of the Base Term of this Lease, Lessee may immediately terminate this Lease by written notice to Lessor.

13. Utilities. Lessee shall have the right to connect to any existing utility facilities at the Premises including, but not limited to, electric facilities. Lessee shall furnish and pay for all utilities exclusively used by Lessee on the Premises, including the cost of any wiring, pole lines or other installations necessary to furnish such utilities to Lessee. Nothing contained in this Section shall be construed to permit Lessee to make any alterations to existing utility services on the Premises without Lessor's written consent, which will not be unreasonably withheld.

Berkshire Broadcasting Co., Inc.
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14. Insurance and Indemnification. During the Term of this Agreement:

- (a) Lessee shall exercise special precautions to avoid damage to the Tower and to the equipment and other property of Lessor and the other lessees at the site and assumes all responsibility for any and all loss and expense from such damage caused by Lessee. Lessee shall immediately report to Lessor the occurrence of any such damage.
- (b) Lessee hereby indemnifies and holds harmless Lessor and Lessor's agents, employees and those for whom Lessor is legally liable from and against any and all claims, actions, damages, liability and expense (including attorney's fees and expenses) in connection with the loss of life, personal injury and damage to property arising from or out of the equipment or other property of Lessee, from or out of the use by Lessee of the Tower, and Leased Parcel, the Easement or any part thereof, or occasioned by the act or omission of Lessee or its agents or employees or those for whom Lessee is legally liable.
- (c) Lessee and all maintenance, service personnel and agents hired by the Lessee, shall maintain with respect to the Tower and the Leased Parcel and the Building, equipment and other property of Lessee thereon or therein, throughout the term of this Agreement, a policy or policies of comprehensive general liability insurance including broad form property damage, in the amount of not less than \$1,000,000 with respect to injuries to any one person and not less than \$1,000,000 with respect to injuries suffered in any one accident and not less than \$300,000 for property damage. Such policies of insurance shall be issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, shall name Lessor as a named insured and shall not be cancelled by the insurer without at least 20 days' prior notice to Lessor. Lessee shall deliver to Lessor, a certificate of such insurance, naming Lessor as a certificate holder.

Berkshire Broadcasting Co., Inc.
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15. Assignment and Subletting. Lessee may assign this Lease if Lessee shall have been given an executed assumption by the assignee of all of the Lessee's obligations hereunder in form acceptable to Lessor. Lessee may assign this Lease to a parent, subsidiary, affiliate, or successor entity of Lessee and deliver such assumption to Lessor as aforesaid. Lessee may assign this Lease as collateral security.

16. Termination by Lessor. If Lessee shall fail to pay the rent due hereunder for a period of twenty (20) days after receipt of written notice from Lessor to Lessee of such failure, or if Lessee shall fail to perform any other material agreements or conditions herein, (provided, however, that failure to obtain the Approvals shall never constitute a default by Lessee hereunder) and such failure shall not be corrected within thirty (30) days after Lessee shall have received written notice from Lessor of such failure (or such longer period as may be required to correct such failure, if within said thirty (30) days, Lessee shall take action to correct the same and thereafter diligently pursue such action), Lessee shall be in default hereunder. Upon the occurrence of any such default, Lessor shall have the option to declare the remaining balance of rent due and have all rights permitted by law, including but not limited to, the right at its election to terminate this Lease. Otherwise, this Lease may not be terminated by Lessor, and Lessee may not be barred or evicted from the Premises, or its operations enjoined, or its access to the Premises impaired.

17. Right to Cure. If either party shall be in default hereunder, the non-defaulting party shall have the right to cure the default and the defaulting party shall be obligated to pay on demand the reasonable cost of curing such default, including attorney fees, together with interest thereon at a rate of five percent (5%) per annum, or such lesser rate as shall be the highest legal rate permissible.

18. Expiration and Surrender. At the expiration or termination of this Lease, Lessee will peaceably and quietly remove its equipment including the security fence and building foundation and surrender to Lessor all of the Premises, in good condition, reasonable wear and tear excepted, subject to the terms hereof. In the event that Lessee shall hold over after the termination of the Lease, such holding over shall constitute a month-to-month tenancy at twice the rent per month as the final month of the tenancy.

19. Title to Facilities. Title to Lessee's Facilities except for Lessor's existing equipment building, as well as to any and all fixtures and chattels therein used in connection therewith, shall be and remain vested in Lessee for and during the entire term of this Lease, and shall never be deemed as real estate.

Berkshire Broadcasting Co., Inc.
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20. Notice. It is understood and agreed between the parties hereto that written notice delivered by certified mail, return receipt requested, postage prepaid, to the Lessee's offices as specified herein shall constitute sufficient notice to the Lessee, and that written notice delivered in hand or by certified mail, return receipt requested, to the Lessor's offices as specified herein shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease. Addresses are as follows:

To Lessor: Berkshire Broadcasting Co., Inc.
466 Curran Highway
P.O. Box 707
North Adams, Massachusetts 01247
Attn: Donald A. Thurston

To Lessee: Pittsfield Cellular Telephone Company
c/o Metro Mobile CTS, Inc.
110 East 59th Street
36th Floor
New York, New York 10022
Attention: Vice President and General Counsel

Either party may change its address set forth in this Paragraph by giving notice to the other party in accordance herewith.

21. Quiet Enjoyment. Lessor, upon compliance by Lessee with the terms and conditions set forth herein, hereby covenants that Lessee shall have the quiet and peaceful enjoyment and possession of the Premises without hindrance or molestation from Lessor or any person claiming by, through or under Lessor. The Lessor agrees for itself and for any successor in interest to its rights in the Premises that it shall not disturb the possession, use or enjoyment of the Premises by the Lessee, its successors or assigns, nor disaffirm this Agreement or the Lessee's rights or estate hereunder, so long as all the obligations of the Lessee are fully performed in accordance with the terms of this Agreement. If required by the Lessee, the Lessor shall use reasonable efforts to have the holder of such interests or rights execute a non-disturbance agreement consistent with the foregoing.

22. Terms Binding. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

Berkshire Broadcasting Co., Inc.
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23. Entire Agreement. The parties hereto agree that this instrument contains the entire agreement between them as of this date, and that it has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this Lease which are not expressly contained in this instrument.

24. Law. This Agreement shall be governed by, construed and enforced in accordance with the law of the Commonwealth of Massachusetts.

25. Recording. A Notice or Memorandum of Lease shall be prepared by Lessee in a form acceptable to Lessor and shall be executed by Lessor at the request of the Lessee (without financial terms contained therein) and recorded in the appropriate registry of land records to provide record notice of this Lease.

26. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, duly executed by each of the parties hereto.

27. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision thereof.

28. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

29. Partial Invalidity. The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

30. Subordination and Non-Disturbance. Lessee agrees that upon request of Lessor in writing it will subordinate this Agreement and the lien thereof to the lien of any present or future mortgage or mortgages upon the Leased Parcel or the Land irrespective of the time of execution or time of recording of any such mortgage, provided that the holder of such mortgage shall enter into an agreement that in the event of foreclosure or any other action taken under the mortgage by the holder or any assignee thereof, this Agreement and the rights of Lessee hereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Agreement. Lessee agrees that if requested by the holder of any such mortgage, it will be a party to said agreement and will agree in substance that if the mortgagee or any person claiming under the

Berkshire Broadcasting Co., Inc.
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mortgage (including a purchaser at foreclosure sale, its successors and assigns) shall succeed to the interest of Lessor in this Agreement, it will recognize said mortgagee or person and its successors and assigns as its Lessor under the terms of this Agreement. Lessee agrees that it will upon request of Lessor execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination. The word "mortgage" as used herein includes mortgages, deeds of trust and other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof or therefor.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the date first above written.

WITNESSES:

[Signature]
[Signature]

LESSOR:

BERKSHIRE BROADCASTING CO., INC.
 By: [Signature]
 Donald A. Thurston, President

WITNESSES:

[Signature]
[Signature]

LESSEE:

PITTSFIELD CELLULAR TELEPHONE CO.
 By: METRO MOBILE CTS OF PITTSFIELD, INC., its General Partner
 By: [Signature]
 Gary Schulman, Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss:
 COUNTY OF BERKSHIRE)

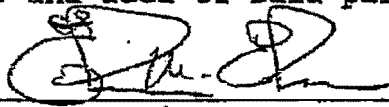
The foregoing instrument was acknowledged before me this 15 day of August, 1996, by Donald A. Thurston, who acknowledged to me that he is President of Berkshire Broadcasting Co., Inc., a Massachusetts corporation, on behalf of said corporation, as its free act and deed.

[Signature]
 Notary Public
 My Commission Expires: 10/25/96

Berkshire Broadcasting Co., Inc.
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STATE OF *CONNECTICUT*)
COUNTY OF *HARTFORD*) ss: *WINDSOR*

The foregoing instrument was acknowledged before me this *13TH* day of *AUGUST*, 19*92*, by Gary Schulman, a Vice President of Metro Mobile CTS of Pittsfield, Inc., a Massachusetts corporation, on behalf of said corporation, and the Pittsfield Cellular Telephone Co., as the corporation's free act and deed of said partnership and the free act and deed of said partnership.



Notary Public
My Commission Expires: _____

THOMAS M. EHR
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 21, 20*16*

EXHIBIT C

Berkshire Broadcasting Co., Inc.
Page 1 of 2

RIGHT OF PASSAGE

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that Berkshire Broadcasting Co., Inc., a corporation at 466 Curran Highway, North Adams, Massachusetts 01247, in consideration of one dollar (\$1.00) and other good and valuable consideration, received to its full satisfaction from Pittsfield Cellular Telephone Company, with an address at c/o Metro Mobile CTS, Inc., 110 East 59th Street, 36th Floor, New York, New York 10022 ("Metro Mobile"), does give, grant, bargain, and sell unto Metro Mobile, its heirs and assigns for the term set forth hereunder, an easement for all purposes for which a highway is ordinarily used for access and egress and utility lines over a certain piece or parcel of land situated in the City of North Adams, County of Berkshire and Commonwealth of Massachusetts, which Right of Passage is more particularly described as follows:

A right of ingress and egress over a right of way from the highway known as the Mohawk Trail (Route 2) to the southwesterly portion of land now or formerly of this Lessor across land formerly of Mary Mansfield now supposedly of Mark W., Kevin E., Peter D. and Wanda Bubriski as shown on that "Plan of Land in North-Adams Owned by Mary Mansfield, June 1942, Scale 1" = 100', E. G. Pease, Engr.", which plan is recorded with the Berkshire County Northern District Registry of Deeds in Plan Drawer 6, Plan 35.

This right shall terminate simultaneously with the expiration or termination of the Cellular Property Lease Agreement between Berkshire Broadcasting Co., Inc. and Pittsfield Cellular Telephone Company dated this 15 day of August, 1990.

EXHIBIT C

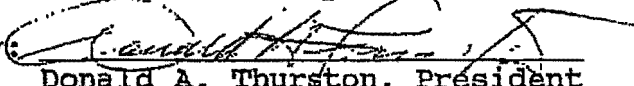
Berkshire Broadcasting Co., Inc.
Page 2 of 2

IN WITNESS WHEREOF, _____ has executed
this instrument this _____ day of _____, 19__.

Signed, Sealed and Delivered in
the presence of:

BERKSHIRE BROADCASTING CO., INC.,
a Massachusetts Corporation

WITNESS:

By: 
Donald A. Thurston, President

ATTACHMENT A

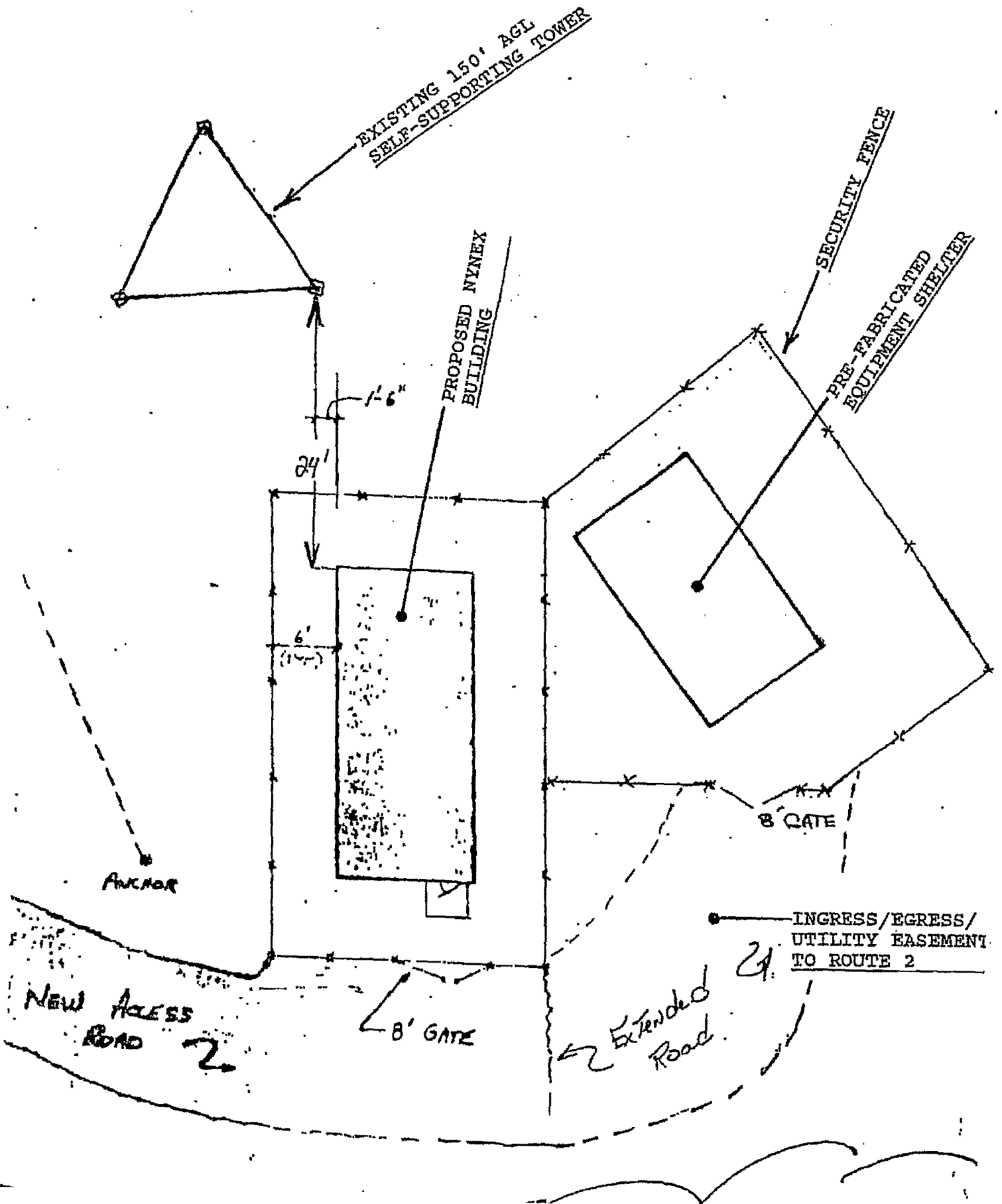
Berkshire Broadcasting Co., Inc.
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INDEX

Page 1 and 2	Description of Leased Premises, Map of Property
Page 3 and 4	Copies of Deeds related to the Leased Premises and related Property owned by Berkshire Broadcasting Co., Inc.

DESCRIPTION OF LEASED PREMISES

The Premises shall consist of antenna mounting area at the one hundred thirty (130) foot level (tip of antennas not to exceed 140' AGL) on the existing one hundred fifty (150) foot high self-supporting tower and a piece or parcel of land with an area of approximately one thousand (1000) square feet on which to locate an equipment shelter as shown on Page 2 of 4 of this Attachment A attached hereto. The Premises are contained in a piece or parcel of land located in the City of North Adams, County of Berkshire, Commonwealth of Massachusetts as described in the City of North Adams, Massachusetts land records at Vol. 572, Page 175 and 176 attached hereto as Pages 3 and 4 of 4 of this Attachment.



2862

STATUTE FORM WARRANTY DEED

I, SAMUEL MARTIN, of North Adams, Berkshire County, Massachusetts, for consideration paid, grant to NORTHERN BERKSHIRE BROADCASTING CO., INC., a Massachusetts corporation having a usual place of business in said North Adams, with WARRANTY COVENANTS, the land in said North Adams situate northerly of the Mohawk Trail, bounded and described as follows:

Beginning at an oak tree with stones around the base, such point being the northeasterly corner of land formerly of one Belding (Belden) now supposedly of John R. Kelsey;

Thence running northerly in a straight line to an iron pipe driven into the ground in the southerly line of land formerly of Spitzer or Lenhoff, such easterly line of the premises herein conveyed being parallel to the division line between the Town of Florida and the City of North Adams;

Thence running westerly along the southerly line of land formerly of said Spitzer or Lenhoff to the easterly line of land formerly of one Hosley, now supposedly of John R. Kelsey et ux;

Thence southerly along the easterly line of such land formerly of Hosley to the northwesterly corner of land formerly of one Belding (Belden), now supposedly of said Kelsey;

Thence running easterly along the northerly line of land formerly of said Belding to the point and place of beginning.

There is further granted as appurtenant to the parcel herein conveyed the right, easement and privilege to lay and maintain a water pipe line from the above described premises to the spring known as, "The Donahue Spring" situate on land easterly of the premises herein conveyed now supposedly of the Commonwealth of Massachusetts as described in a deed of Ruth W. Davis et al to Commonwealth of Massachusetts, dated June 23, 1960, recorded with the Northern Berkshire Registry of Deeds in Book 552, Page 465.

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572
PAGE
176

-2-

There is also conveyed herewith a ten (10) foot right of way as appurtenant to the parcel above described in as direct and convenient a route as possible from the highway known as the Mohawk Trail to the above described parcel over land of the Commonwealth of Massachusetts as described in the above mentioned deed.

Meaning and intending to convey and hereby expressly conveying the same premises conveyed to me by deed of Winfred C. Davis, dated November 7, 1941, recorded with the Northern Berkshire Registry of Deeds in Book 439, Page 912.

I, GRACE E. MARTIN, wife of the above entitled grantor, release to said grantor all rights of dower and homestead and other interests therein.

WITNESS our hands and seals this 25th day of September, 1962.



Samuel Martin
Grace E. Martin

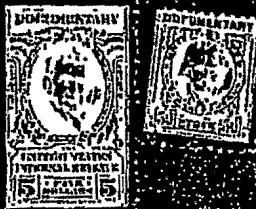
COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS.

SEPTEMBER 25, 1962

Then personally appeared the above named Samuel Martin and acknowledged the foregoing instrument to be his free act and deed, before me,

[Signature]
Notary Public
My commission expires April 29, 1969



Received & entered for record September 25, 1962 at 12h 38m P.M.

ATTACHMENT B

Berkshire Broadcasting Co., Inc.

Page 1 of 1

PERMITTED LIENS AND ENCUMBRANCES

1. Parcel B is subject to an easement to Berkshire Gas Company by instrument dated June 10, 1955, and recorded in the Northern Berkshire Registry of Deeds in Book 496, Page 486&c.
2. Subject to an easement to New England Power Company by instrument dated November 8, 1921, and recorded in said Registry in Book 342, Page 546&c, if applicable to the premises set forth in Schedule B.
3. Subject to the rights of others, if any, in and to "Shelf Road" as shown on a plan recorded in said Registry in Book 585, Pages 435 and 437, and also to the rights of others, if any, in and to the roads shown on City of North Adams Assessors' Map No. 4, Lot 25.
4. Subject to a mortgage to Bank of New England-West, N.A. dated July 24, 1985, and recorded in said Registry in Book 741, Page 289&c. See Notice of Amendment dated July 25, 1989, regarding Revision Agreement dated June 22, 1989, affecting the term of the note dated July 24, 1985, secured by said mortgage, which Notice of Amendment is recorded in said Registry in Book 805, Page 432.
5. Subject to a financing statement to Bank of New England-West, N.A. recorded July 24, 1985, in said Registry in Book 741, Page 296.
6. Subject to a mortgage to Bank of New England-West, N.A. dated December 17, 1987, and recorded in said Registry in Book 982, Page 942&c. See Notice of Amendment dated July 25, 1989, regarding Revision Agreement dated June 22, 1989, affecting the terms of the note dated December 17, 1987, secured by said mortgage, which Notice of Amendment is recorded in said Registry in Book 805, Page 433.
7. Subject to a mortgage to Bank of New England-West, N.A. dated September 14, 1988, recorded in said Registry in Book 793, Page 422&c. See Notice of Amendment dated July 25, 1989, regarding Revision Agreement dated June 22, 1989, affecting the terms of the note dated September 19, 1988, secured by said mortgage, which Notice of Amendment is recorded in said Registry in Book 805, Page 434.
8. Terms of a Variance or Special Permit dated February 23, 1987, and recorded in Said Registry in Book 781, Page 604&c.
9. Terms of a Variance or Special Permit dated May 1, 1989, notice of which is recorded in said Registry in Book 805, Page 120.

ATTACHMENT C

Berkshire Broadcasting Co., Inc.
Page 1 of 1

List and description of equipment and other facilities to be constructed, installed and operated by Lessee and located on or above the Premises.

1. Cellular telephone equipment to be installed in the 8' x 20' equipment shelter building which is to be located on the Leased Premises.
2. Two (2) cellular transmit and six (6) cellular receive antennas to be mounted on the existing 150 ft. AGL tower at a level not to exceed 130 ft. AGL. (Tip of antennas not to exceed 140' AGL).
3. Transmission lines from each of the transmit and receive antennas of a size not to exceed 1 5/8" in diameter each.
4. An eight (8) foot high security fence as required to surround the aforementioned 8' x 20' equipment building.

ATTACHMENT D

Berkshire Broadcasting Co., Inc.
Page 1 of 1

WORK TO BE PERFORMED BY LESSOR

None.

ATTACHMENT E

Berkshire Broadcasting Co., Inc.

Page 1 of 1

CONSENTS REQUIRED

Non-disturbance agreements required pursuant to Items 4, 6 and 7 of Attachment "B" hereinabove.

Berkshire Broadcasting Co., Inc.
Page 1 of 2

RIGHT OF PASSAGE

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that Berkshire Broadcasting Co., Inc., a corporation at 466 Curran Highway, North Adams, Massachusetts 01247, in consideration of one dollar (\$1.00) and other good and valuable consideration, received to its full satisfaction from Pittsfield Cellular Telephone Company, with an address at c/o Metro Mobile CTS, Inc., 110 East 59th Street, 36th Floor, New York, New York 10022 ("Metro Mobile"), does give, grant, bargain, and sell unto Metro Mobile, its heirs and assigns for the term set forth hereunder, an easement for all purposes for which a highway is ordinarily used for access and egress and utility lines over a certain piece or parcel of land situated in the City of North Adams, County of Berkshire and Commonwealth of Massachusetts, which Right of Passage is more particularly described as follows:

A right of ingress and egress over a right of way from the highway known as the Mohawk Trail (Route 2) to the southwesterly portion of land now or formerly of this Lessor across land formerly of Mary Mansfield now supposedly of Mark W., Kevin E., Peter D. and Wanda Bubriski as shown on that "Plan of Land in North Adams Owned by Mary Mansfield, June 1942, Scale 1" = 100', E. G. Pease, Engr:", which plan is recorded with the Berkshire County Northern District Registry of Deeds in Plan Drawer 6, Plan 35.

This right shall terminate simultaneously with the expiration or termination of the Cellular Property Lease Agreement between Berkshire Broadcasting Co., Inc. and Pittsfield Cellular Telephone Company dated this 1st day of August, 1990.

Berkshire Broadcasting Co., Inc.
Page 2 of 2

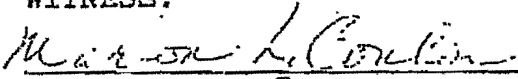
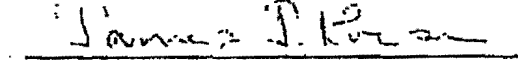
IN WITNESS WHEREOF, Donald A. Thurston, President has executed
this instrument this 1st day of August, 1990.

Signed, Sealed and Delivered in
the presence of:

BERKSHIRE BROADCASTING CO., INC.,
a Massachusetts Corporation

By: 
Donald A. Thurston, President

WITNESS:

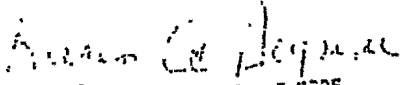

My Commission Expires Oct. 5, 1995

EXHIBIT B

D to
8

BK 1154 PG 750
04/23/04 01:16 DOC. 4382

QUITCLAIM DEED

BERKSHIRE BROADCASTING CO., INC., a Massachusetts corporation, for consideration paid in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000), as this conveyance constitutes a sale, grants to NORTH ADAMS TOWER COMPANY, INC., a Massachusetts company whose mailing address is P.O. Box 386, North Adams, MA 01247, with QUITCLAIM COVENANTS, the premises situate in said North Adams, bounded and described as follows:

Property Address: Mohawk Trail (Route 2), North Adams, MA 01247

RECORDED
DEEDS REG W
BERKSHIRE

04/23/04 131654 01
00000 #0735

FEE \$2052.00

CASH \$2052.00

BK 1154 PG 752

4. Special Permit granted to Nextel Communications of the Mid-Atlantic, Inc, by the City of North Adams Zoning Board of Appeals, dated November 13, 1997, and recorded January 8, 1998, with said Registry in Book 948, Page 94.

5. Memorandum of Agreement between Berkshire Broadcasting Co., Inc., and Nextel Communications of the Mid-Atlantic, Inc., dated September 16, 1997, and recorded December 18, 1998, with said Registry in Book 971, Page 549.

6. Easement granted by Berkshire Broadcasting Co., Inc., to Verizon New England Inc. (f/k/a New England Telephone and Telegraph Company) dated October 21, 2002, and recorded November 22, 2002, with said Registry in Book 1080, Page 974.

7. Special Permit granted to Independent Wireless One by the City of North Adams Planning Board, dated June 20, 1992, and recorded July 16, 2002, with said Registry in Book 1066, Page 408.

8. Special Permit granted to Pittsfield Cellular Telephone Co. by the City of North Adams Planning Board, dated June 19, 2003, and recorded August 13, 2002, with said Registry in Book 1120, Page 619.

Being all the same premises conveyed to Northern Berkshire Broadcasting Co., Inc. by deed of Samuel Martin dated September 25, 1962, recorded in said registry in Book 572, Page 175.

EXCEPTING, however, all the land lying westerly and southerly, respectively, of the 2 following described courses conveyed by Northern Berkshire Broadcasting Co., Inc. to John Reginald Kelsey et ux by deed dated May 25, 1964, recorded in said Registry in Book 585, Page 433:

Beginning at a stone corner in the southerly line of land supposedly of the City of North Adams at the most northeasterly corner of land designated as that of John R. Kelsey, such corner being the northwesterly corner of land designated as that of WMNB N.B.B.C. Inc. as shown on "Plan Of Land Of Northern Berkshire Broadcasting Co., North Adams, Mass.," dated November 18, 1963, drawn by A. B. Wright, C.E., which plan is recorded in Book 585, Page 435 in aforesaid Registry of Deeds;

thence running south 28° 38' west 635.2 feet, more or less, to an iron rod placed in the easterly line of a way designated on the above described plan as Shelf Road;

thence running south 71° 07' east 799.3 feet, more or less, to an iron pipe and oak tree in the westerly line of land of the Commonwealth of Massachusetts at the southeasterly corner of land described in the deed of Samuel Martin to North Berkshire Broadcasting Co., Inc. recorded in said Registry of Deeds in Book 572, Page 175.

BK 1154 PG 753

PARCEL B:

Land lying easterly and northerly, respectively, of the two following described courses:

Beginning at a stone corner in the southerly line of land supposedly of the City of North Adams at the most northeasterly corner of land designated as that of John R. Kelsey, such corner being the northwesterly corner of land designated as that of WMNB N.B.B.C. Inc., as shown on "Plan Of Land Of Northern Berkshire Broadcasting Co., North Adams, Mass.," dated November 18, 1963, drawn by A.B. Wright, C.E., which plan is recorded in said Registry of Deeds in Book 585, Page 437;

thence running south 28° 38' west 635.2 feet, more or less, to an iron rod placed in the easterly line of a way designated on the above described plan as Shelf Road;

thence running south 71° 07' east 799.3 feet, more or less, to an iron pipe and oak tree in the westerly line of land of the Commonwealth of Massachusetts at the southeasterly corner of land described in the deed of Samuel Martin to Northern Berkshire Broadcasting Co., Inc., recorded in said Registry of Deeds in Book 572, Page 175.

Being all the same premises conveyed to Northern Berkshire Broadcasting Co., Inc., by John Reginald Kelsey et ux by deed dated May 25, 1964, recorded in said Registry of Deeds in Book 585, Page 436.

SUBJECT to an easement to Berkshire Gas Company by instrument dated June 10, 1955, recorded in said Registry in book 496, Page 486.

SUBJECT to an easement to New England Power Company by instrument recorded in said Registry in Book 342, Page 546, if applicable.

Both Parcels A and B are subject to the following:

1. Order of Taking by the Commonwealth of Massachusetts, Department of Public Works, dated June 23, 1982, and recorded July 22, 1982, with said Registry in Book 713, Page 215.

2. Notice of Lease between Berkshire Broadcasting Co., Inc., and Verizon Wireless Messaging Services, LLC, dated April 22, 2002, and recorded May 17, 2002, with said Registry in Book 1060, Page 547.

3. Subordination, Non-Disturbance and Attornment Agreement between Berkshire Bank f/k/a Berkshire County Savings Bank, Berkshire Broadcasting Co., Inc., and Verizon Wireless Messaging Services, LLC, dated April 22, 2002, and recorded May 17, 2002, with said Registry in Book 1060, Page 551.


For title: Northern Berkshire Broadcasting, Inc. and the present Berkshire Broadcasting Co., Inc. are the same corporation, the name having been changed to Berkshire Broadcasting Co., Inc. by Articles of Amendment approved December 10, 1968.


This conveyance does not represent all or substantially all of the Massachusetts assets of Berkshire Broadcasting Co., Inc.

BK 1154 PG 754

IN WITNESS WHEREOF, said Berkshire Broadcasting, Co., Inc., has caused its corporate seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Corydon L. Thurston, Its President, and by Donald A. Thurston, Its Treasurer, hereunto duly authorized this 23rd day of APRIL, 2004.

BERKSHIRE BROADCASTING CO., INC.


By: Corydon L. Thurston
Its: President

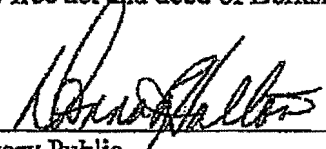

By: Donald A. Thurston
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

APRIL 23, 2004

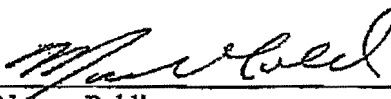
Then personally appeared the above-named Corydon L. Thurston, Its President and acknowledged the foregoing instrument to be the free act and deed of Berkshire Broadcasting, Inc. Co., before me.


Notary Public
My Commission Expires: APRIL 20 2004

BERKSHIRE, ss.

April 16, 2004

Then personally appeared the above-named Donald A. Thurston, Its Treasurer and acknowledged the foregoing instrument to be the free act and deed of Berkshire Broadcasting, Inc. Co., before me.


Notary Public
My Commission Expires: 9/3/2010

BK 1154 PG 751

Land in said North Adams situate northerly of the Mohawk Trail, bounded and described as follows:

PARCEL A: Beginning at an oak tree with stones around the base, such point being the northeasterly corner of land formerly of one Belding (Belden) now supposedly of John R. Kelsey;

thence running northerly in a straight line to an iron pipe driven into the ground in the southerly line of land formerly of Spitzer or Lenhoff, such easterly line of the premises herein conveyed being parallel to the division line between the Town of Florida and the City of North Adams;

thence running westerly along the southerly line of land formerly of said Spitzer or Lenhoff to the easterly line of land formerly of one Hosley, now supposedly of John R. Kelsey et ux;

thence southerly along the easterly line of such land formerly of Hosley to the northwesterly corner of land formerly of one Belding (Belden), now supposedly of said Kelsey;

thence running easterly along the northerly line of land formerly of said Belding to the point and place of beginning.

There is further granted as appurtenant to the parcel herein conveyed the right, easement and privilege to lay and maintain a water pipe line from the above described premises to the spring known as, "The Donahue Spring" situate on land easterly of the premises herein conveyed now supposedly of the Commonwealth of Massachusetts as described in a deed of Ruth W. Davis et als to Commonwealth of Massachusetts, dated June 23, 1960, recorded with said Registry in Book 552, Page 465.

There is also conveyed herewith a 10 foot right of way as appurtenant to the parcel above described in as direct and convenient a route as possible from the highway known as the Mohawk Trail to the above described parcel over land of the Commonwealth of Massachusetts as described in the above mentioned deed.

Parcel A is subject to the following:

1. Variance granted to Berkshire Broadcasting Company, Inc., By the City of North Adams Zoning Board of Appeals, dated February 23, 1987, and recorded November 13, 1987, with said Registry in Book 781, Page 604.
2. Variance granted to Berkshire Broadcasting Company, Inc., By the City of North Adams Zoning Board of Appeals, dated May 1, 1989, and recorded July 19, 1989, with said Registry in Book 805, Page 120.
3. Special Permit granted to Nextel Communications of the Mid-Atlantic, Inc, by the City of North Adams Zoning Board of Appeals, dated October 24, 1997, and recorded January 8, 1998, with said Registry in Book 948, Page 93.

EXHIBIT C

176
13

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of April 23, 2004 (the "Effective Date") between BERKSHIRE BROADCASTING CO., INC., a Massachusetts corporation ("Assignor") and NORTH ADAMS TOWER COMPANY, INC., a Massachusetts corporation ("Assignee").

WHEREAS, the Assignor has sold and transferred to Assignee the land and tower located in North Adams, Massachusetts and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Tower Site");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest as of the Effective Date in, to and under the leases, agreements and other contracts pertaining to the Tower Site as set forth on Exhibit B attached hereto (the "Assigned Contracts").

2. Assignee hereby accepts the Assigned Contracts and assumes, from and after the Effective Date, and release Assignor from, any and all liabilities, obligations, rights and duties of Assignor with respect to the Assumed Contracts. The Assigned Contracts represent all of the agreements between Assignor and any third party relating to the Tower Site as of the date hereof, but in any event, to the extent not set forth herein, the Assignee agrees to assume any and all agreements between Assignor and any third party relating to the Tower Site and entered into on or before the Effective Date.

3. Assignor and Assignee shall, at the request of either of them from time to time hereafter, execute and deliver such other documents and instruments as may be necessary or appropriate to evidence or effectuate the transfer of the Assigned Contracts and the other transactions contemplated by this Agreement.

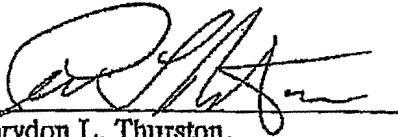
4. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law principles of Massachusetts or any other jurisdiction.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Assignment and Assumption Agreement on the date first above written.

BERKSHIRE BROADCASTING CO.,
INC.

By 
Corydon L. Thurston,
President

NORTH ADAMS TOWER COMPANY,
INC.


By 
Corydon L. Thurston,
President

EXHIBIT A



QUITCLAIM DEED

BK 1154 PG 750
04/23/04 01:16 DOC. 4382

BERKSHIRE BROADCASTING CO., INC., a Massachusetts corporation, for consideration paid in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000), as this conveyance constitutes a sale, grants to NORTH ADAMS TOWER COMPANY, INC., a Massachusetts company whose mailing address is P.O. Box 386, North Adams, MA 01247, with QUITCLAIM COVENANTS, the premises situate in said North Adams, bounded and described as follows:

Property Address: Mohawk Trail (Route 2), North Adams, MA 01247

Land in said North Adams situate northerly of the Mohawk Trail, bounded and described as follows:

PARCEL A: Beginning at an oak tree with stones around the base, such point being the northeasterly corner of land formerly of one Belding (Belden) now supposedly of John R. Kelsey;

thence running northerly in a straight line to an iron pipe driven into the ground in the southerly line of land formerly of Spitzer or Lenhoff, such easterly line of the premises herein conveyed being parallel to the division line between the Town of Florida and the City of North Adams;

thence running westerly along the southerly line of land formerly of said Spitzer or Lenhoff to the easterly line of land formerly of one Hosley, now supposedly of John R. Kelsey et ux;

thence southerly along the easterly line of such land formerly of Hosley to the northwesterly corner of land formerly of one Belding (Belden), now supposedly of said Kelsey;

thence running easterly along the northerly line of land formerly of said Belding to the point and place of beginning.

There is further granted as appurtenant to the parcel herein conveyed the right, easement and privilege to lay and maintain a water pipe line from the above described premises to the spring known as, "The Donahue Spring" situate on land easterly of the premises herein conveyed now supposedly of the Commonwealth of Massachusetts as described in a deed of Ruth W. Davis et als to Commonwealth of Massachusetts, dated June 23, 1960, recorded with said Registry in Book 552, Page 465.

There is also conveyed herewith a 10 foot right of way as appurtenant to the parcel above described in as direct and convenient a route as possible from the highway known as the Mohawk Trail to the above described parcel over land of the Commonwealth of Massachusetts as described in the above mentioned deed.

Parcel A is subject to the following:

1. Variance granted to Berkshire Broadcasting Company, Inc. By the City of North Adams Zoning Board of Appeals, dated February 23, 1987, and recorded November 13, 1987, with said Registry in Book 781, Page 604.

2. Variance granted to Berkshire Broadcasting Company, Inc. By the City of North Adams Zoning Board of Appeals, dated May 1, 1989, and recorded July 19, 1989, with said Registry in Book 805, Page 120.

3. Special Permit granted to Nextel Communications of the Mid-Atlantic, Inc, by the City of North Adams Zoning Board of Appeals, dated October 24, 1997, and recorded January 8, 1998, with said Registry in Book 948, Page 93.

4. Special Permit granted to Nextel Communications of the Mid-Atlantic, Inc, by the City of North Adams Zoning Board of Appeals, dated November 13, 1997, and recorded January 8, 1998, with said Registry in Book 948, Page 94.

5. Memorandum of Agreement between Berkshire Broadcasting Co., Inc., and Nextel Communications of the Mid-Atlantic, Inc., dated September 16, 1997, and recorded December 18, 1998, with said Registry in Book 971, Page 549.

6. Easement granted by Berkshire Broadcasting Co., Inc., to Verizon New England Inc. (f/k/a New England Telephone and Telegraph Company) dated October 21, 2002, and recorded November 22, 2002, with said Registry in Book 1080, Page 974.

7. Special Permit granted to Independent Wireless One by the City of North Adams Planning Board, dated June 20, 1992, and recorded July 16, 2002, with said Registry in Book 1066, Page 408.

8. Special Permit granted to Pittsfield Cellular Telephone Co. by the City of North Adams Planning Board, dated June 19, 2003; and recorded August 13, 2002, with said Registry in Book 1120, Page 619.

Being all the same premises conveyed to Northern Berkshire Broadcasting Co., Inc. by deed of Samuel Martin dated September 25, 1962, recorded in said registry in Book 572, Page 175.

EXCEPTING, however, all the land lying westerly and southerly, respectively, of the 2 following described courses conveyed by Northern Berkshire Broadcasting Co., Inc. to John Reginald Kelsey et ux by deed dated May 25, 1964, recorded in said Registry in Book 585, Page 433:

Beginning at a stone corner in the southerly line of land supposedly of the City of North Adams at the most northeasterly corner of land designated as that of John R. Kelsey, such corner being the northwesterly corner of land designated as that of WMNB N.B.B.C. Inc. as shown on "Plan Of Land Of Northern Berkshire Broadcasting Co., North Adams, Mass.," dated November 18, 1963, drawn by A. B. Wright, C.E., which plan is recorded in Book 585, Page 435 in aforesaid Registry of Deeds;

thence running south $28^{\circ} 38'$ west 635.2 feet, more or less, to an iron rod placed in the easterly line of a way designated on the above described plan as Shelf Road;

thence running south $71^{\circ} 07'$ east 799.3 feet, more or less, to an iron pipe and oak tree in the westerly line of land of the Commonwealth of Massachusetts at the southeasterly corner of land described in the deed of Samuel Martin to North Berkshire Broadcasting Co., Inc. recorded in said Registry of Deeds in Book 572, Page 175.

PARCEL B:

Land lying easterly and northerly, respectively, of the two following described courses:

Beginning at a stone corner in the southerly line of land supposedly of the City of North Adams at the most northeasterly corner of land designated as that of John R. Kelsey, such corner being the northwesterly corner of land designated as that of WMNB N.B.B.C. Inc., as shown on "Plan Of Land Of Northern Berkshire Broadcasting Co., North Adams, Mass.," dated November 18, 1963, drawn by A.B. Wright, C.E., which plan is recorded in said Registry of Deeds in Book 585, Page 437;

thence running south 28° 38' west 635.2 feet, more or less, to an iron rod placed in the easterly line of a way designated on the above described plan as Shelf Road;

thence running south 71° 07' east 799.3 feet, more or less, to an iron pipe and oak tree in the westerly line of land of the Commonwealth of Massachusetts at the southeasterly corner of land described in the deed of Samuel Martin to Northern Berkshire Broadcasting Co., Inc., recorded in said Registry of Deeds in Book 572, Page 175.

Being all the same premises conveyed to Northern Berkshire Broadcasting Co., Inc., by John Reginald Kelsey et ux by deed dated May 25, 1964, recorded in said Registry of Deeds in Book 585, Page 436.

SUBJECT to an easement to Berkshire Gas Company by instrument dated June 10, 1955, recorded in said Registry in book 496, Page 486.

SUBJECT to an easement to New England Power Company by instrument recorded in said Registry in Book 342, Page 546, if applicable.

Both Parcels A and B are subject to the following:

1. Order of Taking by the Commonwealth of Massachusetts, Department of Public Works, dated June 23, 1982, and recorded July 22, 1982, with said Registry in Book 713, Page 215.

2. Notice of Lease between Berkshire Broadcasting Co., Inc., and Verizon Wireless Messaging Services, LLC, dated April 22, 2002, and recorded May 17, 2002, with said Registry in Book 1060, Page 547.


3. Subordination, Non-Disturbance and Attornment Agreement between Berkshire Bank f/k/a Berkshire County Savings Bank, Berkshire Broadcasting Co., Inc., and Verizon Wireless Messaging Services, LLC, dated April 22, 2002, and recorded May 17, 2002, with said Registry in Book 1060, Page 551.

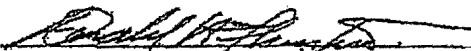
For title: Northern Berkshire Broadcasting, Inc. and the present Berkshire Broadcasting Co., Inc. are the same corporation, the name having been changed to Berkshire Broadcasting Co., Inc. by Articles of Amendment approved December 10, 1968.

This conveyance does not represent all or substantially all of the Massachusetts assets of Berkshire Broadcasting Co., Inc.

IN WITNESS WHEREOF, said Berkshire Broadcasting, Co., Inc., has caused its corporate seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Corydon L. Thurston, Its President, and by Donald A. Thurston, Its Treasurer, hereunto duly authorized this 23rd day of APRIL, 2004.

BERKSHIRE BROADCASTING CO., INC.


By: Corydon L. Thurston
Its: President

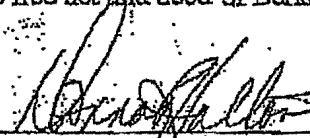

By: Donald A. Thurston
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

APRIL 23, 2004

Then personally appeared the above-named Corydon L. Thurston, Its President and acknowledged the foregoing instrument to be the free act and deed of Berkshire Broadcasting, Inc. Co., before me.


Notary Public
My Commission Expires: APRIL 5, 2007

BERKSHIRE, ss.

April 16, 2004

Then personally appeared the above-named Donald A. Thurston, Its Treasurer and acknowledged the foregoing instrument to be the free act and deed of Berkshire Broadcasting, Inc. Co., before me.

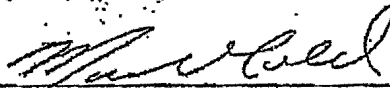

Notary Public
My Commission Expires: 9/3/2010

EXHIBIT BLicensees of North Adams Tower Company, Inc.

<u>Licensee</u>	<u>License Date</u>
Arch Wireless (Page Net)	12/1/94
Arch Wireless (Page New England)	4/1/89
Berkshire Broadcasting Co., Inc.	5/10/04
Berkshire Communicators, Inc.	1/1/75
Berkshire Gas Company	1/1/88
Berkshire County Sheriff	11/1/90
Cingular Wireless	1/1/90
City of North Adams	2/1/04
Global Crossing	8/1/00
Independent Wireless One	9/1/02
Krutiak Wood Products	9/1/87
Nextel Communications	9/16/98
North Adams Ambulance Service	6/1/94
ProComm International	1/1/88
Verizon Bell Atlantic	8/1/90
Verizon Wireless Messaging	4/1/02

West Oil Company

11/1/95

EXHIBIT D

D70
2

AMENDMENT NO. 1 TO CELLULAR PROPERTY LEASE

This Amendment is dated ~~23 August~~ ^{September 7} 2012 and is by and between NORTH ADAMS TOWER COMPANY, INC., successor to BERKSHIRE BROADCASTING CO., INC., having a mailing address of 61 Main Street, Suite 249, P.O. Box 386, North Adams, Massachusetts (the "Lessor") and PITTSFIELD CELLULAR TELEPHONE COMPANY, d/b/a Verizon Wireless, having a mailing address at 180 Washington Valley Road, Bedminster, New Jersey (the "Lessee").

The Lessor and Lessee are parties to a Cellular Property Lease dated August 1, 1990 (the "Lease"), with respect to a communications facility located at Route 2, 2387 Mohawk Trail, North Adams, Massachusetts (the "Premises") including space on a telecommunications tower ("Tower") located at the Premises. The parties wish to amend the Lease in certain particulars.

NOW, THEREFORE, for good and valuable consideration, the receipt of which being acknowledged, the parties agree as follows:

1. Section 5 of the Lease is hereby amended by adding the following additional paragraph:

Provided that Lessee is not then in default, Lessee is hereby granted four (4) additional options to renew this Lease Agreement following the expiration of the optional extensions afforded to and exercised by Lessee in the Lease, each to be for five (5) years. Each such extension shall be automatic unless Lessee terminates at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

2. Lessee shall, upon full execution hereof and at no expense to Lessor, perform those modifications to Lessor's tower as are described in Sections SK-1 and SK-2 (attached hereto) of the "Detailed Structural Analysis and Reinforcement of Existing 150' Self-Supporting Lattice Tower New Antenna Arrangements" dated June 12, 2012 prepared by URS Corporation. Any such modifications shall not interfere with the activities or operations of Lessor or Lessor's other tenants.

3. Section of the Lease is hereby amended by adding the following addition paragraphs:

d. Effective August 1, 2012, adjusted rental payments shall commence and be due at a total annual rental of Twenty-four Thousand (\$24,000) Dollars, to be paid in equal monthly installments on the first day of the month, in advance.

Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purposes upon request of Lessee.

e. Effective on each anniversary of the Effective Date, the annual rent shall be increased by three (3%) percent.

4. The addresses to which notices to the Lessor and Lessee are to be sent pursuant to Section 20 of the Lease are hereby amended to read as follows:

If to LESSOR:

North Adams Tower Company, Inc.
61 Main Street, Suite 249
P.O. Box 386
North Adams, MA 01247-0386

If to LESSEE:

Pittsfield Cellular Telephone Company
c/o Celco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate


5. Section 2 of Attachment C to the Lease is hereby amended to read as follows:

Fifteen (15) panel antennas, mounted at 120' centerline, together with associated coaxial or other cables or power lines.

6. Lessee shall have the right to "swap" or otherwise replace any of the antennas now or in the future located on Lessor's tower, at no additional rent and without the necessity of Lessor's consent; provided, however, that Lessee shall have first provided to Lessor a structural analysis by a professional engineer which states that such tower shall be structurally capable to support any such replacement antennas without the need for further modification or support.


Signed as a sealed instrument as of the date set forth above.

LESSOR:
North Adams Tower Company, Inc.

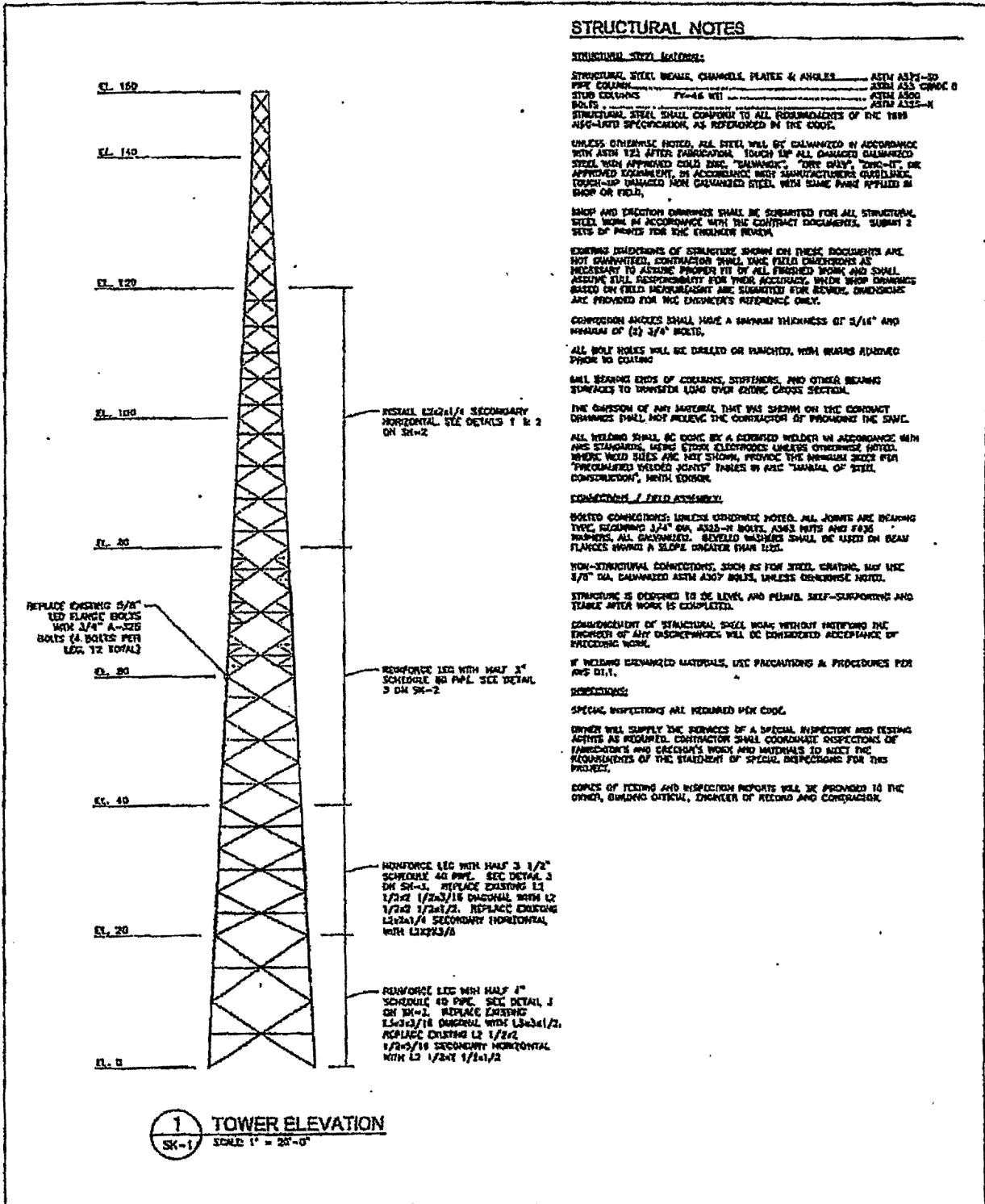

Name: Corydon L. Thurston
Title: PRESIDENT

LESSEE:
Pittsfield Cellular Telephone Company
d/b/a Verizon Wireless

By: Celco Partnership
Its General Partner


By: _____
David R. Heverling
Area Vice President - Network

9712



STRUCTURAL NOTES

STRUCTURAL STEEL MATERIALS:
 STRUCTURAL STEEL BEAMS, CHANNELS, PLATES & ANGLES _____ ASTM A36
 PIPE COLUMNS _____ ASTM A513 GR. B
 STEEL COLUMNS _____ ASTM A500
 BOLTS _____ ASTM A325-N
 STRUCTURAL STEEL SHALL COMPLY TO ALL REQUIREMENTS OF THE 1989 AISC-LRFD SPECIFICATION, AS REFERENCED IN THE CODE.

UNLESS OTHERWISE NOTED, ALL STEEL WILL BE GALVANIZED IN ACCORDANCE WITH ASTM 1171 AFTER FABRICATION. TOUCH UP ALL DAMAGED GALVANIZED STEEL WITH APPROVED ZINC RICH "PAINTWORK" WITH ONLY "ZINC-UP" OR APPROVED EQUIVALENT, IN ACCORDANCE WITH MANUFACTURERS GUIDELINE. TOUCH-UP DAMAGED NON GALVANIZED STEEL WITH SAME PAINT APPLIED IN SHOP OR FIELD.

SHOP AND FIELD DIMENSIONS SHALL BE SUBMITTED FOR ALL STRUCTURAL STEEL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SUBMIT 2 SETS OF PRINTS FOR THE ENGINEER REVIEW.

EXISTING DIMENSIONS OF STRUCTURE SHOWN ON THESE DOCUMENTS ARE NOT GUARANTEED. CONTRACTOR SHALL TAKE FIELD DIMENSIONS AS NECESSARY TO ASSURE PROPER FIT OF ALL FINISHED WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY. WHILE SHOP DIMENSIONS BASED ON FIELD MEASUREMENT ARE SUBMITTED FOR REVIEW, DIMENSIONS ARE PROVIDED FOR THE ENGINEER'S REFERENCE ONLY.

CONNECTION ANGLES SHALL HAVE A MINIMUM THICKNESS OF 5/16" AND MINIMUM OF (2) 3/4" BOLTS.

ALL BOLT HOLES WILL BE DRILLED OR PUNCHED, WITH EDGES BEVELLED PRIOR TO COATING.

ALL BEARING EDGES OF COUSERS, STIFFENERS, AND OTHER BEARING SURFACES TO TRANSFER LOAD OVER CRANE CROSS SECTION.

THE CRANES OF ANY MATERIAL THAT WAS SHOWN ON THE CONTRACT DOCUMENTS SHALL NOT AFFECT THE CONTRACTOR'S PROGRESS OF THE WORK.

ALL WELDING SHALL BE DONE BY A CERTIFIED WELDER IN ACCORDANCE WITH AISC STANDARDS, USING E70XX ELECTRODES UNLESS OTHERWISE NOTED. WHERE WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZES PER "PREQUALIFIED WELDER JOINT" TABLES IN AISC "MANUAL OF STEEL CONSTRUCTION", THIRD EDITION.

CONNECTIONS / FIELD ASSEMBLY:
 BOLTED CONNECTIONS: UNLESS OTHERWISE NOTED, ALL JOINTS ARE BEARING TYPE. BOLTED 1/4" DIA. A325-N BOLTS, A325-N NUTS AND F306 WASHERS, ALL GALVANIZED. BEVELLED WASHERS SHALL BE USED ON BEAM FLANGES SHOWING A SLOPE GREATER THAN 1:1.

NON-STRUCTURAL CONNECTIONS, SUCH AS FOR STEEL CRANING, MAY USE 3/8" DIA. GALVANIZED ASTM A307 BOLTS, UNLESS OTHERWISE NOTED.

STRUCTURE IS DESIGNED TO BE LEVEL AND PLUMB, SELF-SUPPORTING AND STABLE AFTER WORK IS COMPLETED.

CONFORMANCE OF STRUCTURAL STEEL WORK WITHOUT NOTIFYING THE ENGINEER OF ANY DISCREPANCIES WILL BE CONSIDERED ACCEPTANCE OF FINISHED WORK.

IF WELDING EXHAUSTED MATERIALS, USE PRECAUTIONS & PROCEDURES PER AWS D1.1.

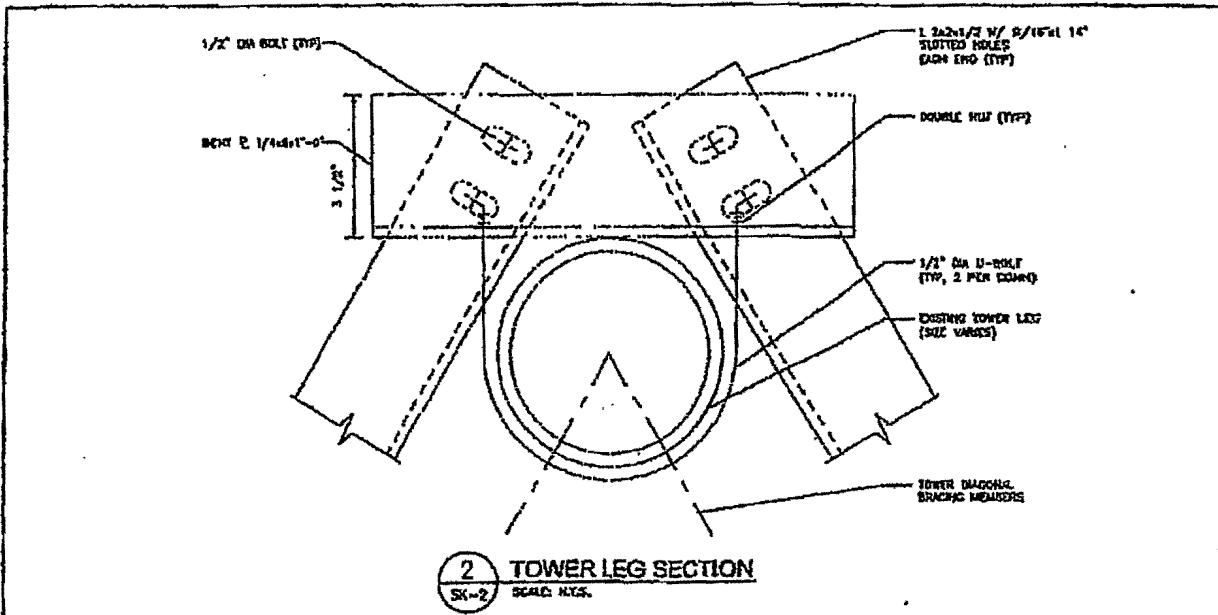
INSPECTIONS:
 SPECIAL INSPECTIONS ARE REQUIRED PER CODE.

OWNER WILL SUPPLY THE SERVICES OF A SPECIAL INSPECTOR AND TESTING AGENTS AS REQUIRED. CONTRACTOR SHALL COORDINATE INSPECTIONS OF FABRICATOR'S AND ERECTOR'S WORK AND MATERIALS TO MEET THE REQUIREMENTS OF THE STATEMENT OF SPECIAL INSPECTIONS FOR THE PROJECT.

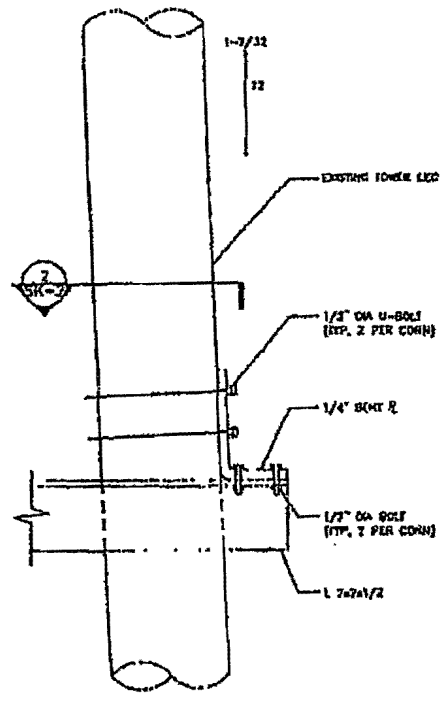
COPIES OF TESTING AND INSPECTION REPORTS WILL BE PROVIDED TO THE OWNER, BUILDING OFFICIAL, ENGINEER OF RECORD AND CONTRACTOR.

DRW NO: 34821225 DRAWING NO: 140 SHEET NO: 104 DATE: 10/01/15 DESIGNED BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	URS CORPORATION AES 500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT (860)320-0802	CELLCO PARTNERSHIP DBA VERIZON WIRELESS WIRELESS COMMUNICATIONS FACILITY NORTH ADAMS, MA ROUTE 2 NORTH ADAMS, MA 01247	REV. DATE DESCRIPTION 01/01/15 08-12-12 01/01/15 117 SK-1 Page 1 of 2
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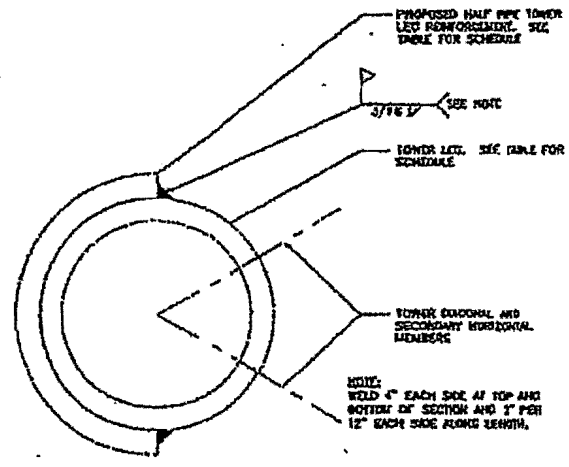
ET



2 TOWER LEG SECTION
SK-2 SCALE: N.T.S.



1 TOWER LEG DETAIL
SK-2 SCALE: N.T.S.



3 TOWER LEG REINFORCEMENT SECTION
SK-2 SCALE: N.T.S.

TOWER LEG REINFORCEMENT SCHEDULE			
START ELEVATION	END ELEVATION	EXISTING LEG SIZE	LEG REINFORCEMENT
0'-0"	20'-0"	RDM 2.5 EH	4" SCHEDULE 40 PIPE
20'-0"	40'-0"	RDM 3 EH	3.5" SCHEDULE 40 PIPE
40'-0"	60'-0"	RDM 2.5 EH	3" SCHEDULE 40 PIPE
60'-0"	80'-0"	RDM 2.5 STD	3" SCHEDULE 40 PIPE

DWG NO: 36321275 Designed by: RAD Drawn by: RAD Checked by: TAK Approved by: RAS	URS CORPORATION AES 500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-866-528-6282	CELLCO PARTNERSHIP DBA VERIZON WIRELESS WIRELESS COMMUNICATIONS FACILITY SITE 6038751 NORTH ADAMS, MA ROUTE 2 NORTH ADAMS, MA 01247	Date: _____ Rev. DATE: _____ Description: _____ Scale: _____ Date: 05-12-15 Job No. VZS-312 ITO No. _____ Day 7 of 7	Draw. No. SK-2
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CT

EXHIBIT E

Dto
4

AMENDMENT NO. 2 TO CELLULAR PROPERTY LEASE

This Amendment is dated July 11, 2013 and is by and between NORTH ADAMS TOWER COMPANY, INC., successor to BERKSHIRE BROADCASTING CO., INC., having a mailing address of 61 Main Street, Suite 249, P.O. Box 386, North Adams, Massachusetts (the "Lessor") and PITTSFIELD CELLULAR TELEPHONE COMPANY, d/b/a Verizon Wireless, having a mailing address at 180 Washington Valley Road, Bedminster, New Jersey (the "Lessee").

The Lessor and Lessee are parties to a Cellular Property Lease dated August 1, 1990, as amended by Amendment No. 1 dated September 7, 2012 (the "Lease"), with respect to a communications facility located at Route 2, 2387 Mohawk Trail, North Adams, Massachusetts (the "Premises") including space on a telecommunications tower ("Tower") located at the Premises. The parties wish to further amend the Lease in certain particulars.

NOW, THEREFORE, for good and valuable consideration, the receipt of which being acknowledged, the parties agree as follows:

- 1. Section 2 of the Amendment No. 1 is hereby deleted and replaced with the following:


Lessee shall, upon full execution hereof and at no expense to Lessor, perform those modifications to Lessor's tower as are described in Drawings SK-1, SK-2 and SK-3 (attached hereto) of the "Detailed Structural Analysis and Reinforcement of Existing 150' Self-Supporting Lattice Tower New Antenna Arrangement" dated April 16, 2013 prepared by URS Corporation. Any such modifications shall not interfere with the activities or operations of Lessor or Lessor's other tenants.

- 2. Upon completion of the modifications described in Section 1, Lessee shall be authorized and permitted to install and maintain, at no additional cost, the antennas and associated cables and other equipment depicted on Exhibit LE-1, attached hereto.

- 3. In consideration of the foregoing, the parties agree that commencing August 1, 2013, the monthly rent shall increase by TWO HUNDRED 00/100 (\$200.00) DOLLARS per month.

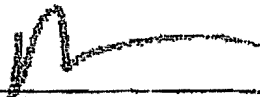
Signed as a sealed instrument as of the date set forth above.

LESSOR:
North Adams Tower Company, Inc.


Corydon L. Thurston
President

LESSEE:
Pittsfield Cellular Telephone Company
d/b/a Verizon Wireless

By: Celco Partnership
Its General Partner

By: 
David R. Hovoring
Area Vice President - Network

7/30/13

STRUCTURAL NOTES

STRUCTURAL STEEL MATERIAL:

STRUCTURAL STEEL BEAMS, CHANNELS, PLATES AND ANGLES.....ASTM A572-50
 PIPE COLUMN.....ASTM 53 GRADE B
 STUB COLUMNS F_y=46 KSI.....ASTM A500
 BOLTS.....ASTM A325-N
 STRUCTURAL STEEL SHALL CONFORM TO ALL REQUIREMENTS OF THE 1989 AISC-LRFD SPECIFICATION, AS REFERENCED IN THE CODE.

MODIFICATIONS SHOWN ARE FOR EACH FACE OR LEG UNLESS NOTED OTHERWISE

UNLESS OTHERWISE NOTED, ALL STEEL WILL BE GALVANIZED IN ACCORDANCE WITH ASTM 123 AFTER FABRICATION. TOUCH UP ALL DAMAGED GALVANIZED STEEL WITH APPROVED COLD ZINC, "GALVANOX", "DRY GALV", "ZINC-IT", OR APPROVED EQUIVALENT, IN ACCORDANCE WITH MANUFACTURERS GUIDELINES. TOUCH-UP DAMAGED NON GALVANIZED STEEL WITH SAME PAINT APPLIED IN SHOP OR FIELD.

EXISTING DIMENSIONS OF STRUCTURE SHOWN ON THESE DOCUMENTS ARE NOT GUARANTEED. CONTRACTOR SHALL TAKE FIELD DIMENSIONS AS NECESSARY TO ASSURE PROPER FIT OF ALL FINISHED WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY. WHEN SHOP DRAWINGS BASED ON FIELD MEASUREMENT ARE SUBMITTED FOR REVIEW, DIMENSIONS ARE PROVIDED FOR THE ENGINEER'S REFERENCE ONLY.

ALL WELDING SHALL BE DONE BY A CERTIFIED WELDER IN ACCORDANCE WITH AWS STANDARDS, USING E70XX ELECTRODES UNLESS OTHERWISE NOTED. WHERE WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZES PER "PREQUALIFIED WELDED JOINTS" TABLES IN AISC "MANUAL OF STEEL CONSTRUCTION", NINTH EDITION.

IF WELDING GALVANIZED MATERIALS, USE PRECAUTIONS & PROCEDURES PER AWS D1.1.

MILL BEARING ENDS OF COLUMNS, STIFFENERS, AND OTHER BEARING SURFACES TO TRANSFER LOAD OVER ENTIRE CROSS SECTION.

CONNECTIONS / FIELD ASSEMBLY:

COMMENCEMENT OF STRUCTURAL STEEL WORK WITHOUT NOTIFYING THE ENGINEER OF ANY DISCREPANCIES WILL BE CONSIDERED ACCEPTANCE OF PRECEDING WORK.

BOLT REQUIREMENTS:

BOLTS THAT ARE REMOVED TO REPLACE TOWER MEMBERS SHALL BE REPLACED WITH NEW A325X BOLTS UNLESS NOTED OTHERWISE.

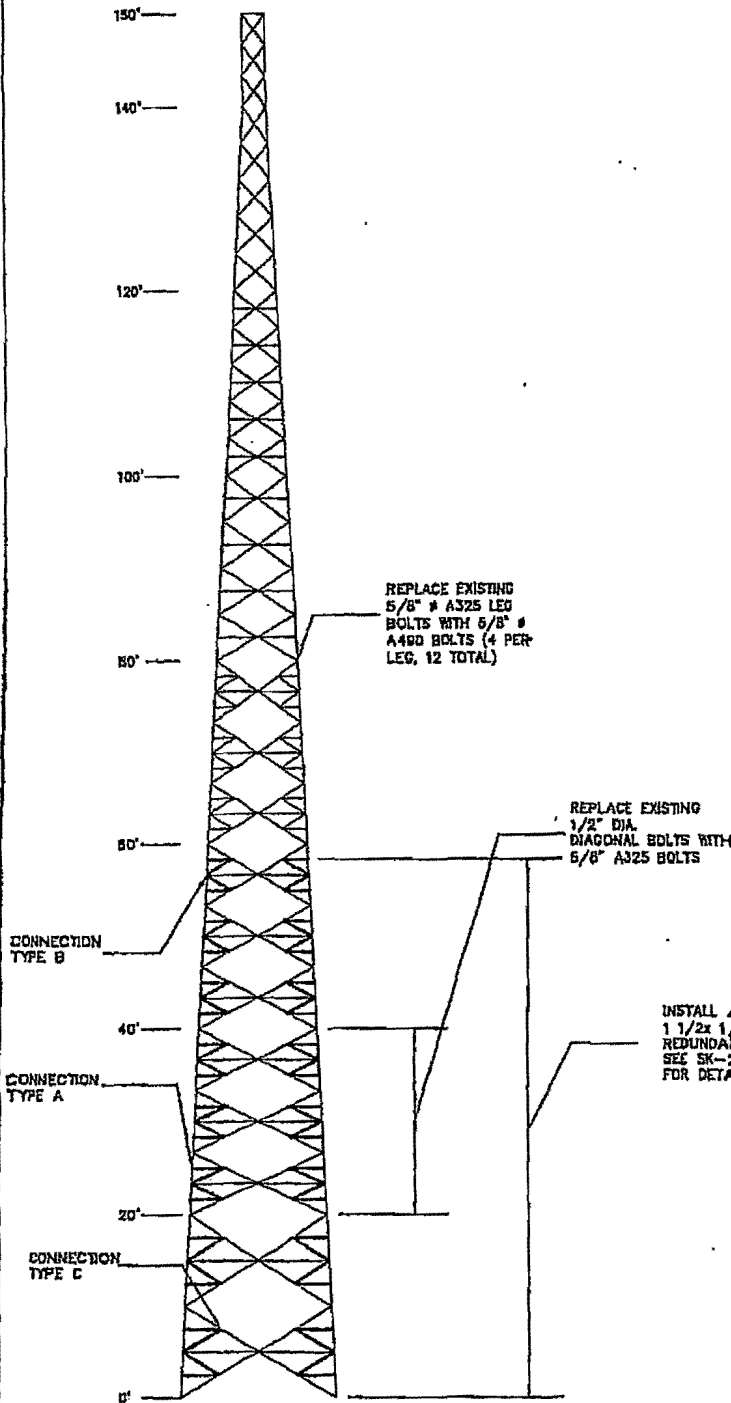
REPLACEMENT OF TOWER MEMBERS AND BOLTS:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STRUCTURAL INTEGRITY OF THE TOWER WHILE TOWER MEMBERS ARE REPLACED.

ONLY ONE MEMBER PER TOWER FACE SHALL BE REPLACED AT A TIME.

THE CONTRACTOR SHALL PREPARE AND MINIMIZE THE TIME THAT MEMBERS ARE NOT CONNECTED TO THE TOWER.

THE CONTRACTOR SHALL BE AWARE OF WEATHER AND WIND CONDITIONS AND NOT PERFORM REPLACEMENT IN A WIND.



1 TOWER ELEVATION
 SK-1 SCALE: 1" = 20'-0"

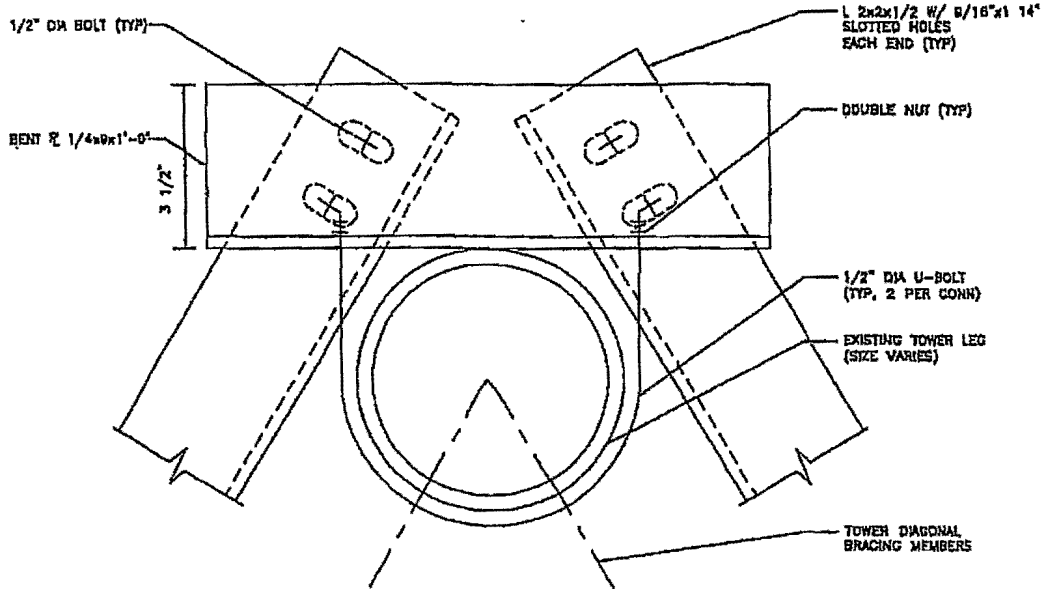
NOTE:
 VERIFY REINFORCEMENTS DESIGNED UNDER URS PROJECT NUMBER VTR-001 (REV 1) SIGNED AND SEALED DECEMBER 3, 2012 ARE INSTALLED PRIOR TO THE INSTALLATION OF VERIZON PROPOSED ANTENNA ARRANGEMENT. THE PROPOSED MODIFICATIONS UNDER THIS PROJECT ARE TO REINFORCE THE TOWER LEG WITH HALF 3" SCHEDULE 80 PIPE FROM 80' TO 100'. MODIFICATIONS ALSO INCLUDE REPLACING EXISTING ∠1 1/2x1 1/2x1/4 DIAGONAL WITH ∠2x2x1/4 FROM 80' TO 100' AND REINFORCING TOWER LEG WITH HALF 2.5" SCHEDULE 40 PIPE FROM 100' TO 120'.

DW NO: 38922275
 Designed by: KAB
 Drawn by: MCD
 Checked by: MJK
 Approved by: RAS

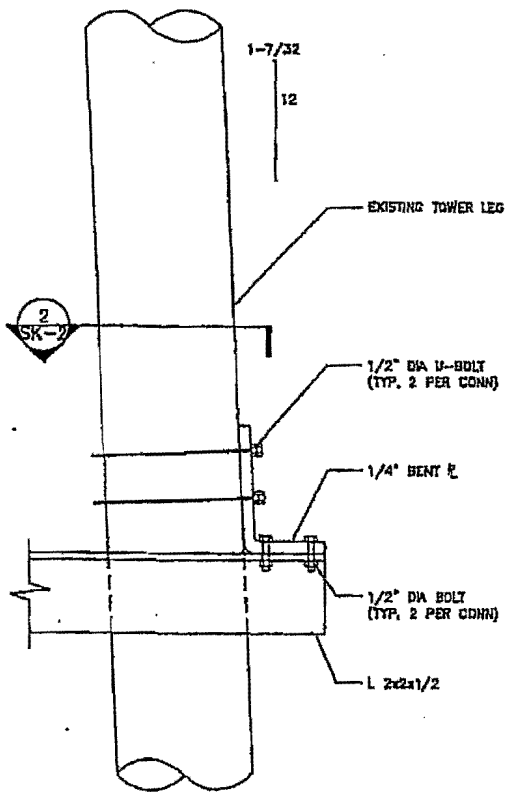
URS CORPORATION AES
 800 ENTERPRISE DRIVE
 ROCKY HILL, CONNECTICUT
 1-888-529-9882

VERIZON WIRELESS
 WIRELESS COMMUNICATIONS FACILITY
 NORTH ADAMS, MA
 ROUTE 2
 NORTH ADAMS, MA 01247

REV.		DATE	DESCRIPTION	Dwg. No. SK-1
Sheet		Date: 04-15-13		Dwg. 1 of 3
Job No: V25-117R4		File No.		

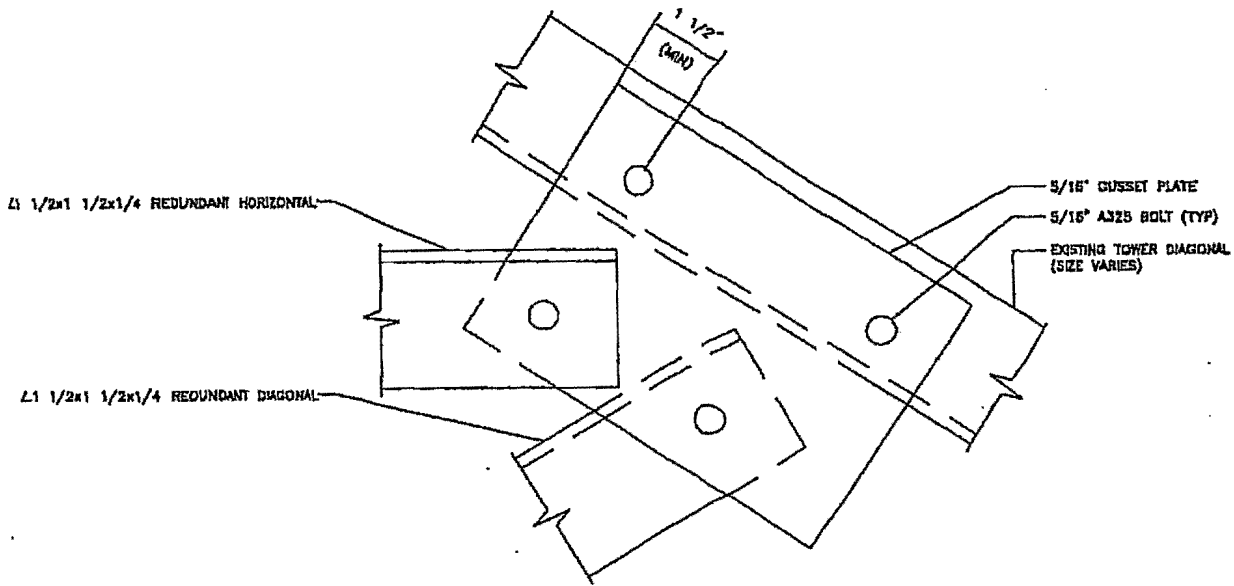


2 CONNECTION TYPE A SECTION
 SK-2 SCALE: N.T.S.

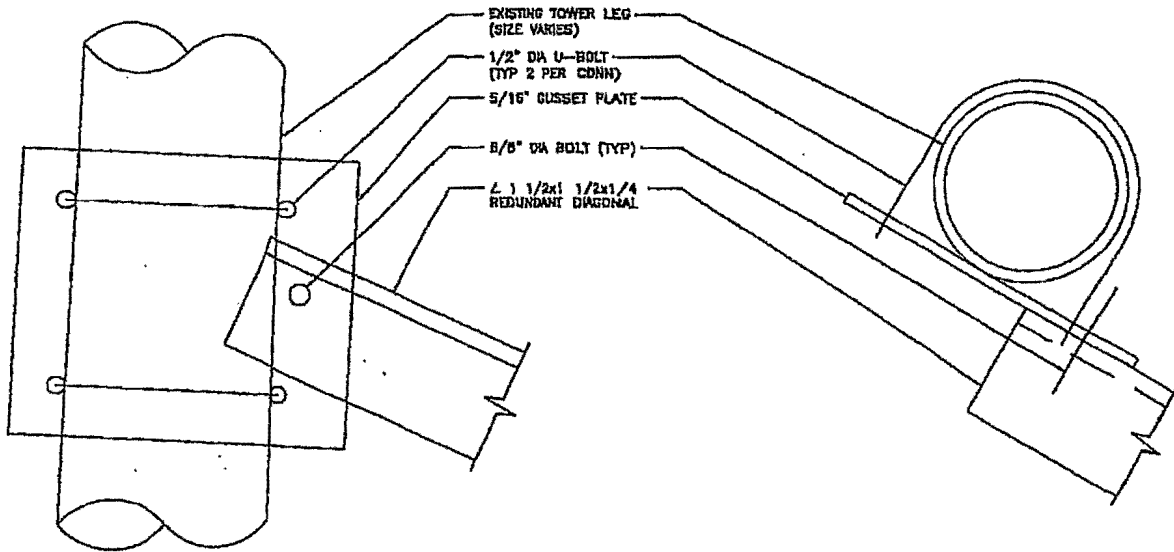


1 CONNECTION TYPE A
 SK-2 SCALE: N.T.S.

DR. NO: 38922275 Designed by: KAS Drawn by: MCD Checked by: MUX Approved by: RAS	URS CORPORATION AES 500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-(860)-529-8882	VERIZON WIRELESS WIRELESS COMMUNICATIONS FACILITY NORTH ADAMS, MA ROUTE 2 NORTH ADAMS, MA 01247	DRG. NO. SK-2 REV. DATE DESCRIPTION Scale: Date: 04-16-13 Job No. VZ5-117R4 File No.
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2 CONNECTION TYPE C
SK-3 SCALE: N.T.S.



1 CONNECTION TYPE B
SK-3 SCALE: N.T.S.

1 CONNECTION TYPE B SECTION
SK-3 SCALE: N.T.S.

- NOTES:
 1. LOCATE CONNECTION TYPE B AS CLOSE AS POSSIBLE TO EXISTING SECONDARY HORIZONTALS AND END CONNECTIONS
 2. CONNECTION TYPE B IS SHOWN FOR ONE FACE FOR CLARITY. LOCATE OTHER FACES AS CLOSE AS POSSIBLE.

DW NO: 38922275
 Designed by: KAB
 Drawn by: MCD
 Checked by: MJK
 Approved by: RAS

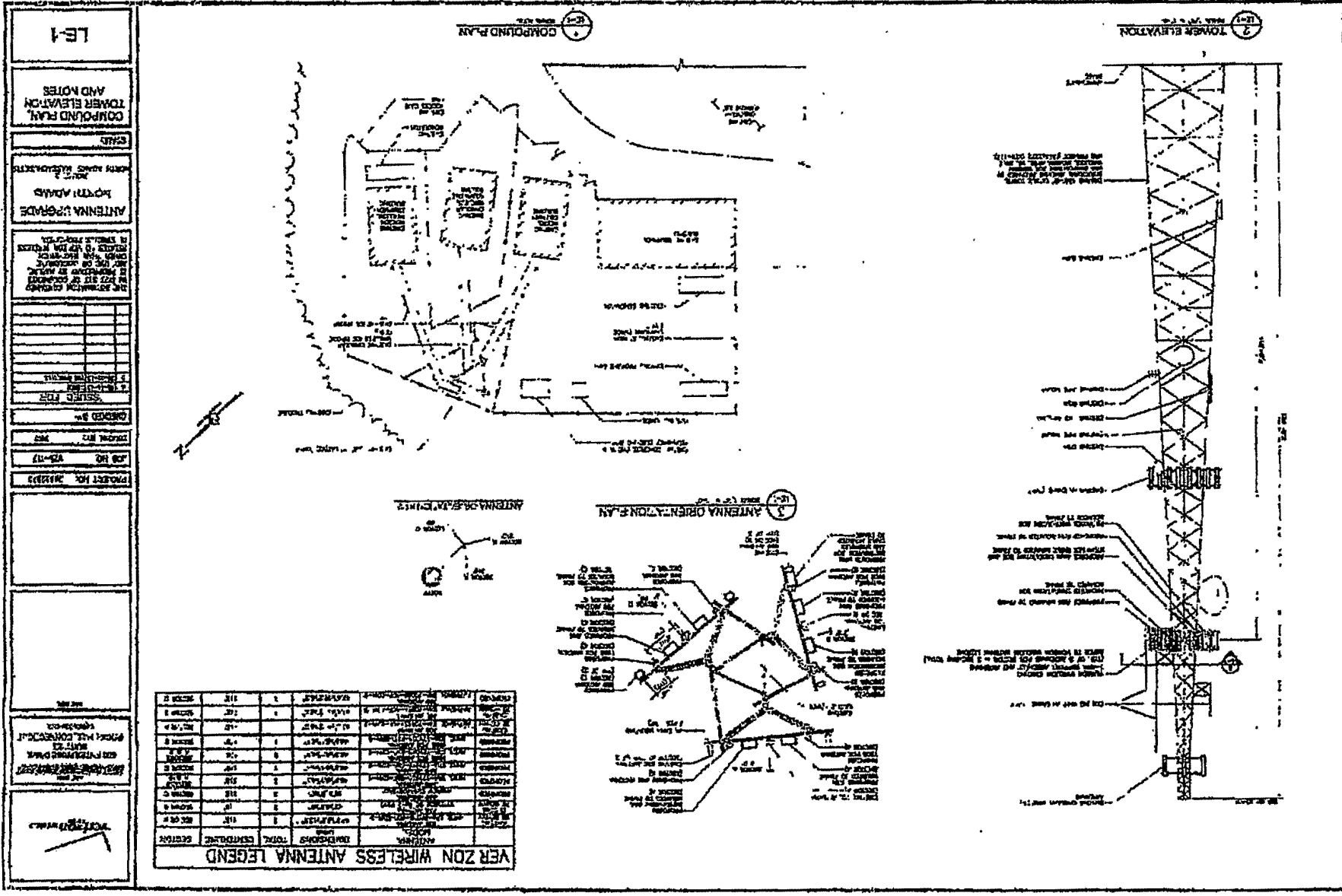
URS CORPORATION AES
 500 ENTERPRISE DRIVE
 ROCKY HILL, CONNECTICUT
 1-860-528-8882

VERIZON WIRELESS
 WIRELESS COMMUNICATIONS FACILITY
 NORTH ADAMS, MA
 ROUTE 2
 NORTH ADAMS, MA 01247

REV.	DATE	DESCRIPTION

Scale: Date: 04-16-13
 Job No: VZS-117RA File No. Dwg. 3 of 3

Dwg. No.
SK-3



021016

I hereby deputize

A Sheriff's Officer to
serve the within process



A Sheriff's Officer

CIVIL ACTION COVER SHEET	DOCKET NUMBER	Trial Court of Massachusetts The Superior Court
PLAINTIFF(S): <u>NORTH ADAMS TOWER COMPANY, INC.</u>		COUNTY: <u>BERKSHIRE</u>
ADDRESS: <u>61 Main Street, Room 249</u> <u>North Adams, MA 01247</u>	DEFENDANT(S): <u>PITTSFIELD CELLULAR TELEPHONE</u> <u>COMPANY d/b/a VERIZON WIRELESS</u>	
ATTORNEY: <u>Donald W. Goodrich</u>		
ADDRESS: <u>Donovan & O'Connor, LLP</u> <u>1330 Mass MoCA Way, North Adams, MA 01247</u> <u>(413) 663-3200</u>	ADDRESS: <u>180 Washington Valley Road</u> <u>Bedminster, NJ 07921</u>	
BBO: <u>202200</u>		

TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)			
CODE NO. <u>A99/D13/B04</u>	TYPE OF ACTION (specify) <u>Other Contract - Breach of Contract</u>	TRACK <u>A</u>	HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
"If "Other" please describe: <u>Declaratory Judgment.</u>			
<u>Other Negligence - Property Damage</u>			

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damages claims; indicate single damages only.

TORT CLAIMS
(attach additional sheets as necessary)

A. Documented medical expenses to date:	\$
1. Total hospital expenses	\$ _____
2. Total doctor expenses	\$ _____
3. Total chiropractic expenses	\$ _____
4. Total physical therapy expenses	\$ _____
5. Total other expenses (describe below)	\$ _____
Subtotal (A):	\$ _____
B. Documented lost wages and compensation to date	\$ <u>184,103.41</u>
C. Documented property damages to date	\$ <u>292,794.23</u>
D. Reasonably anticipated future medical and hospital expenses	\$ _____
E. Reasonably anticipated lost wages	\$ _____
F. Other documented items of damages (describe below)	\$ _____

G. Briefly describe plaintiff's injury, including the nature and extent of injury:
 Defendant negligently performed construction/maintenance/repairs/modifications to the Tower.
 As a result of defendant's negligence, plaintiff suffered damages, including property damage and lost revenue. TOTAL (A-F): \$ 476,897.64

CONTRACT CLAIMS
(attach additional sheets as necessary)

Provide a detailed description of claim(s):
 Defendant breached agreement regarding the construction/maintenance/repair and modification of the Tower. As a result of the breach, plaintiff suffered damages, including property damage and lost revenue. TOTAL: \$ 476,897.64

Signature of Attorney/Pro Se Plaintiff: X Donald W. Goodrich Date: 1/29/16

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: X Donald W. Goodrich Date: 1/29/16

CIVIL COVER SHEET

JS 44 (Rev. 12/12)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DEFENDANTS

(b) County of Residence of First Listed Plaintiff Berkshire (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 1 U.S. Government Plaintiff
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
4 Diversity (Indicate Citizenship of Parties in Item III)

- Citizen of This State PTF DEF
Citizen of Another State PTF DEF
Citizen or Subject of a Foreign Country PTF DEF

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. sec 1332

Brief description of cause: tort, warranty, contract, and declaratory judgment claims for collapsed telecommunication tower

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 476,897.64 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) _____

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

I. 410, 441, 470, 535, 830*, 891, 893, 895, R.23, REGARDLESS OF NATURE OF SUIT.

II. 110, 130, 140, 180, 190, 196, 230, 240, 290, 320, 362, 370, 371, 380, 430, 440, 442, 443, 445, 446, 448, 710, 720, 740, 790, 820*, 840*, 850, 870, 871.

III. 120, 150, 151, 152, 153, 195, 210, 220, 245, 310, 315, 330, 340, 345, 350, 355, 360, 365, 367, 368, 375, 385, 400, 422, 423, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 625, 690, 751, 791, 861-865, 890, 896, 899, 950.

*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES

NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES

NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES

NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES

NO

7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES

NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division

Central Division

Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division

Central Division

Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES

NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME _____

ADDRESS _____

TELEPHONE NO. _____

TUCKER, SALTZMAN, DYER & O'CONNELL, LLP

50 CONGRESS STREET
BOSTON, MASSACHUSETTS 02109
617-986-6220
www.tsd-lawfirm.com

SCOTT J. TUCKER
PAUL SALTZMAN *
JAMES R. DYER
BRIAN A. O'CONNELL *
SCOTT H. KREMER
WILLIAM P. MCGOVERN, Jr. *
WILLIAM J. FIDURKO
NICOLE M. MELMAN
SAMUEL A. KENNEDY-SMITH *

321 South Main Street
Providence, RI 02093
401-390-3460
Direct Correspondence to Boston Office

FAX 617-986-6229

mcgovern@tsd-lawfirm.com
Direct 617-986-4217

*Also admitted in RI

March 16, 2016

Civil Clerk's Office
Berkshire Superior Court
76 East Street
Pittsfield, MA 01201

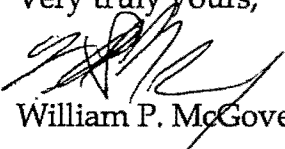
**Re: North Adams Tower Company, Inc. v. Pittsfield Cellular Telephone Company
d/b/a Verizon Wireless
Berkshire Superior Court C.A. #1676CV00031**

Dear Sir or Madam:

Relative to the removal of the above-captioned matter from Superior Court to the United States District Court for the District of Massachusetts, enclosed please find:

- Notice of Filing of Notice of Removal
- Notice of Removal filed with the U.S.D.C.

Kindly process the requested removal of the within matter to the United States District Court for the District of Massachusetts. Thank you for your courtesy and cooperation.

Very truly yours,

William P. McGovern, Jr.

WPM/tm

cc: Donald W. Goodrich, Esquire