

MASTER LICENSE AGREEMENT
FOR WIRELESS COMMUNICATIONS FACILITIES
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND

A _____

FILE NO. _____

THIS MASTER LICENSE AGREEMENT ("Master Agreement"), is concluded at Newington, Connecticut, this _____ day of _____, 20____, by and between the State of Connecticut, Department of Transportation ("State"), James P. Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, and _____, a _____ ("Licensee"), with a mailing address of _____, acting herein by _____, its _____, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Licensee is licensed to operate in the State of Connecticut as a wireless communications provider or wireless communications facilities provider, and

WHEREAS, the Licensee has requested the use of certain property, hereinafter described, to construct, install, and/or operate, and maintain wireless communications facilities consisting of radio transmitting and receiving antennas together with other associated electronic equipment and infrastructure in connection with its, other wireless communications providers ("Co-locators"), and the State's wireless communications system as needed to expand and improve its, its Co-locators, and the State's wireless communications service, and

WHEREAS, the State may have property well suited for the antennas needed for wireless communications service, and

WHEREAS, the State desires to improve services available to the traveling public, to enhance communications systems within the State, and to add to its revenues by making state property available for wireless communications infrastructure consistent with other public uses of its property, and

WHEREAS, the State desires to accommodate Co-locators on antenna support structures thereby reducing the number of structures required, and

WHEREAS, the State and the Licensee acknowledge and agree that the property is designated for transportation use under relevant provisions of the Federal Regulations, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority, pursuant to Sections 13a-80 (with respect to property owned by the State and acquired for highway purposes but which is no longer needed for highway purposes) and 13a-80a (with respect to property on, above or below the highway right of way) of

the Connecticut General Statutes, as revised, to enter into this Master Agreement with the approval of the Secretary, Office of Policy and Management, the State Properties Review Board, and the Attorney General, all being of the State of Connecticut,

NOW, THEREFORE, KNOW YE:

The State does hereby grant to the Licensee, subject to all stipulations, restrictions, specifications and covenants herein contained, the non exclusive right, as hereinafter set forth, to use State property ("Site") situated in the State of Connecticut.

1. The State and the Licensee shall mutually identify and select the Site, subject to all the stipulations, conditions, restrictions, specifications and covenants herein contained, and the State shall grant the Licensee a non-exclusive right to construct, install and/or operate, and maintain, at its own expense, facilities for itself, Co-locators and for the State, if required, only on the Site, including, subject to limitation by the State, any type of structure approved by the Connecticut Siting Council, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, emergency generator and supporting equipment and structures, hereinafter the "Facilities", as described in certain Individual Site Agreements ("ISAs"). The Facilities should also include space for Co-locators. The Licensee's antenna tower and the Licensee's, Co-locator's, and/or the State's, if required, electronic equipment, radio transmitting and receiving antennas, and equipment supporting the Facilities, shall be each party's personal property, respectively. The State may, at its sole discretion, deny, in writing, the Licensee's selection of any identified Site for any reason. The agreement to license an individual Site for use by the Licensee shall be evidenced by a fully executed ISA in the form attached hereto as "Exhibit A". Each ISA shall be executed by the State and the Licensee. Each ISA shall be subject to, and include by reference, the terms of this Master Agreement, unless otherwise provided for in the ISA. Any special items or conditions applicable to the Site shall be included in the ISA. This Master Agreement includes the document entitled "Standard Highway Lease Specifications and Covenants, Connecticut Department of Transportation", dated August 29, 2013 ("Specifications"), which is hereby made a part of this Master Agreement and incorporated by reference herein. Wherever the words "Agreement", "Premises", "Lease", "Second Party", "sublet" or "sub-lessee" appear in the Specifications, they shall mean "Master Agreement", "Site", "License", "Licensee" , "sublicense", or "Co-locators" respectively. In the event there is any conflict between the Specifications and this Master Agreement, the provisions of this Master Agreement shall control.
2. The Licensee has the right to do all work necessary to prepare, maintain and alter the Site for the Licensee's and the State's wireless communications operations, if required, and to construct the Facilities subject to the terms and conditions of the ISA, the Encroachment Permit, and the Notice of Intent to Construct (NOIC) which the Licensee must obtain from the State prior to commencing any work on the Site. Nothing herein shall constitute the grant of either a permit or an agreement to grant same. All of the Site construction,

installation, maintenance, upgrade and repair work shall be performed at the Licensee's sole cost and expense and in a quality and workmanlike manner.

3. During the term of this Master Agreement, the Licensee shall hold title to any antenna tower and its own equipment which are required for the Licensee's operations, which shall remain the Licensee's personal property and are not fixtures. Any equipment installed for a Co-locator's wireless communications system or the State's wireless communications system, if required, shall remain as the Co-locator's or the State's personal property and shall not be removed by the Licensee.
4. Unless directed by the State otherwise, the Licensee, at its own expense, shall remove the equipment considered the Licensee's personal property on or before the expiration or earlier termination of the Master Agreement or any ISA and shall repair any damage to the Site caused by such removal. At the expiration of this Master Agreement or any ISA and if the Licensee has installed equipment to operate the State's wireless communications system, the Licensee shall offer to the State, at no charge, the Facilities and any other items deemed necessary for the State to continue the operation of its wireless communications system on the Site.
5. The primary term of this Master Agreement or any ISA is for a five (5) year period of time ("Initial Term"), commencing upon execution of the Agreement.
6. The Licensee shall pay to the State Two Thousand Dollars (\$2,000) ("License Fee") per month, per Site, payable by or before the first day of each month for the use of the Site for the first year of any ISA. The License Fee shall increase by four percent (4%) per year for the remainder of the term of the ISA. A schedule of the License Fee for the entire term of the ISA is attached hereto as "Exhibit B". The License Fee shall be payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546.
7. This Master Agreement will automatically renew, subject to the Licensee's and the State's right to terminate pursuant to Article 11 herein, for an additional five (5) year period ("Renewal Term") up to four (4) times during the term of this Master Agreement unless the Licensee provides official notice to the State of its intent not to renew, not less than sixty (60) days nor more than one hundred fifty (150) days prior to the expiration of the Initial Term or any Renewal Term of the Master Agreement.
8. The Licensee shall have the right to sub-license the Site to Co-locators by informing the State, in writing, of such sub-licensing. In such event, the Licensee shall enter into a Sub-license Agreement with the Co-locator(s) that permits the Co-locator(s) to locate or install its equipment on the Facilities in exchange for consideration ("Co-locator Fee") paid to the Licensee. In the event that the Licensee enters into any such Sub-license Agreement, the amount of the Licensee Fee due under any ISA shall be increased by an amount equal to twenty

five percent (25%) of the Co-locator Fee. The terms and conditions of the Sub-license Agreement shall not place the Co-locator at a competitive disadvantage to the Licensee and shall be competitively neutral. The Sub-license Agreement shall not allow the Co-locator to make any additional improvements to the Site or perform any work on the Site without first obtaining an Encroachment Permit and a NOIC from the State. Nothing herein shall constitute the grant of a permit or an agreement to grant same. A copy of the Sub-license Agreement shall be submitted to the State for its approval prior to its execution. The following companies are preapproved potential sub-licensees: Cello Partnership dba Verizon Wireless, New Singular Wireless PCS LLC dba A T & T, T-Mobile North East LLC, Sprint/Nextel Corporation, Youghiogheny Communications North East LLC dba Pocket Communications and Metro PCS Communications, Inc.

9. After execution of this Master Agreement, but prior to execution of an ISA, the Licensee may seek written authorization from the State to access a proposed Site for the purpose of studying it's suitability for construction of Facilities. The State's authorization must be obtained prior to accessing the Site. Such authorization shall be both Site and task specific and shall be valid for only the limited period of time described in the written authorization. The Licensee may seek authorization for tasks such as making appropriate engineering and boundary surveys, inspections, soil test borings and other reasonably necessary tests, radio frequency testing, and/or other activities as the Licensee may determine necessary for preliminary Site assessment and constructing the Facilities. The Licensee agrees to be subject to and to adhere to all of the terms and conditions of the Master Agreement with respect to such initial Site review notwithstanding the fact that no ISA has been executed for such proposed Site. The Licensee shall report results of any testing to the State within thirty (30) days of receipt of results. In the event that the Licensee fails to provide the State with the results of any testing within thirty (30) days of receipt of the test results, the Licensee agrees that such results shall not be admissible by the Licensee in any proceeding, lawsuit, claim or other dispute between the Licensee and the State.
10. The Licensee shall, for its agents, employees, contractors, guests and invitees, secure a non-exclusive right for pedestrian and vehicular ingress to and egress from the Site. Such ingress and egress shall not be allowed to impair the functionality or flow of traffic at the Site. The Licensee shall have access at all times to its Facilities at each individual Site for ordinary operation and maintenance activities, subject to reasonable access, safety and security procedures which shall be specified in the ISA. In the ISA, the State shall specify whether there are any restrictions on the Licensee's access to the Site and if there are restrictions, the State shall provide the Licensee with the names and telephone numbers of at least two (2) individuals who can be contacted if the Licensee needs access to such Site outside of the hours permitted in the ISA. The Licensee agrees not to enter a Site whose access is restricted by an ISA outside of the hours stated in the ISA, except in emergency situations and after telephone notice has been provided to the State.

11. TERMINATION

A. BY LICENSEE FOR COMMERCIAL REASONS

If, at any time during the term of this Master Agreement or any ISA, it becomes commercially, economically, technologically, or legally inadvisable in the Licensee's business judgment for the Licensee to utilize the Site, the Licensee may terminate the Master Agreement or any ISA on two years written notice to the State. In such event, the Licensee will compensate the State in an amount equivalent to the twelve (12) month License Fee in effect at the time the Master Agreement or ISA is terminated as liquidated damages for the early termination. In the event that less than one (1) year remains on the ISA terminated by the Licensee, the Licensee shall pay to the State as liquidated damages an amount equal only to those monthly License Fees due or to become due during the remainder of the term of the Master Agreement or any ISA. Such payment for termination shall accompany the written notice described above. If any required certificate, permit, notice, license or approval is denied, canceled or otherwise terminated, for reasons beyond the control of the Licensee, so that the Licensee is unable to use the Site for its intended purposes, the Licensee may terminate the Master Agreement or any ISA without liquidated damages. Upon the Licensee's termination of the Master Agreement or any ISA, or at the end of the term of the Master Agreement or any ISA, the Licensee shall, for Sites where State wireless communications equipment is present, offer to the State, at no charge to the State, its Facilities and any other items deemed necessary by the State for the State to continue the operation of its wireless communications system on the Site (but not the Licensee's or Co-locator's equipment therein which may be removed at the Licensee's or Co-locator's sale expense). The State will then have the option of either (1) assuming ownership, in which case the Facilities and any of the State equipment or other equipment necessary for the operation of the Facilities shall remain in place and become State property, or (2) requiring the Licensee, at its sole expense, to remove its Facilities and its Co-locator's equipment, if any, and turn all State equipment over to the State in its present condition and return the Site to its equal or superior condition (normal wear and tear excepted) as it was at the commencement of the ISA. For Sites where no State wireless communications equipment is present, the Licensee shall remove said Facilities and its Co-locator's equipment, if any, and return the Site to its equal or superior condition (normal wear and tear excepted), as it was at the commencement of the ISA, at the Licensee's sole cost and expense, unless the Licensee and the State mutually agree that it is in both parties' best interest to allow the Facilities to remain. In this case, the Facilities may become the property of the State or may transfer to a new licensee for that Site as is mutually agreed.

B. BY THE STATE FOR CONVENIENCE

The State may terminate this Master Agreement or any ISA at any time, where, at its own discretion, it determines that termination is in the best interest of the State. The State shall provide the Licensee with

two (2) years written notice of the termination of this Master Agreement or any ISA. If the State's own need for or use of a Site requires it to terminate this Master Agreement or any ISA, then the State will pay the Licensee, within one hundred twenty (120) days after the effective date of termination, an amount equal to the Licensee's actual labor and material costs for removal and/or relocation of the Facilities. The Licensee shall provide to the State all supporting documentation of said labor and material costs that the State may reasonably request as a precondition to the State's reimbursing the Licensee. The State shall reimburse the Licensee only for those costs supported by appropriate documentation.

The Licensee shall use its best efforts to find another suitable Site for its Facilities in the event that the State's use of the Site requires relocation by the Licensee. If the Licensee removes its Facilities from a Site in response to a notice from the State terminating any ISA, the Licensee may relocate, on a temporary basis, to a mutually agreeable Site for up to one hundred eighty (180) days, during the time the Licensee is searching for a permanent location for the relocation of its Facilities, to maintain uninterrupted wireless communications service. The Licensee shall notify the State in advance, in writing, where the Licensee desires to temporarily relocate. The State shall review and consider approval of the Site(s) where the Licensee has requested to place its Facilities on a temporary basis.

The State agrees that, in making decisions regarding its use of a Site subject to an ISA, it will make reasonable efforts to accommodate the Licensee's needs to maintain uninterrupted wireless communications service. The Licensee agrees to bear all costs of relocation of the Facilities and acknowledges it is not entitled to any relocation assistance payments at the conclusion of this Master Agreement or any ISA under local, State or Federal ordinances, statutes, regulations, or rules, and the Licensee further agrees it will not file or pursue any such claim. The Licensee's obligation to pay the Licensee Fee for the use of an individual Site shall cease upon the effective date of termination of the Master Agreement or a particular ISA.

C. BY THE LICENSEE OR THE STATE FOR CAUSE

If either party shall fail to perform or comply with any of the terms and conditions contained in this Master Agreement, this Master Agreement shall be deemed to have been breached, and may be terminated at any time by the non-breaching party by giving the breaching party thirty (30) days official notice, in writing, as the same is hereinafter defined. However, no breach shall result in termination of this Master Agreement by the non-breaching party as long as the breaching party shall proceed from the time it received actual notice of such breach to cure the same diligently and in good faith, and providing such cure is accomplished within a reasonable period of time, time being of the essence, not to exceed one hundred twenty (120) consecutive calendar days from the time it received actual notice of such breach. Either party's lack of enforcement of its right to terminate this Master Agreement shall not be construed as a waiver of its right to do so. The provisions of this paragraph, however,

shall not affect the rights of the parties to terminate as provided for elsewhere in this Master Agreement.

12. The Licensee shall pay for all utilities it consumes in its operations at the rate charged by the servicing utility company(ies). Any Encroachment Permit or notice necessary for such power or other utilities to be installed and/or connected will be applied for by the Licensee or the servicing utility company. Such utility service installations and/or connections shall be coordinated with and require the prior approval of the State, such approval not to be unreasonably withheld, conditioned or delayed. Nothing herein shall constitute the grant of a permit or an agreement to grant same.
13. The Licensee shall operate the Facilities in a manner that will not cause interference with the State or any Co-locators of the Licensee. Similarly, the State shall not use any portion of the Site in any way which interferes with the operations of the Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating such interference. All operations of the Licensee shall be in compliance with all Federal, State and local requirements. The Licensee's failure to do so may, at the State's option, be deemed a material breach by the Licensee and the Licensee agrees to take all reasonable steps necessary to comply with such Federal, State and local requirements, in a reasonable time period.
14. The Licensee shall have the right to assign this Master Agreement or any ISA to any person or business entity which (i) is FCC licensed to operate a wireless communications business or is licensed as a wireless communications facilities provider; (ii) is a parent to the Licensee, or subsidiary or affiliate of the Licensee or the Licensee's parent; (iii) is merged or consolidated with the Licensee; or (iv) acquires more than a fifty percent (50%) ownership interest in the Licensee or the assets of the Licensee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Site is located. The Licensee may otherwise assign this License or any ISA upon written approval of the State, which approval shall not be unreasonably delayed, withheld, conditioned or denied.
15. The Licensee, its assignees or sub-licensees and/or Co-locators, must obtain an Encroachment Permit in accordance with Item (20) of the attached Specifications. The Licensee must contact the State District Maintenance Director, in the District in which the Site is located, to apply for this permit. Nothing herein shall constitute the grant of a permit or an agreement to grant same.
16. The Licensee shall have the sole responsibility, at no cost to the State, of using the Site for the construction of the Facilities in accordance with all applicable Federal, State and local codes, laws, rules, ordinances, regulations and guidelines, including all requirements identified in the Encroachment Permit, the NOIC, and all other applicable permit requirements and design specifications and criteria, prepared by a licensed architect and/or engineer (as required for the specific structure) in conformance with the requirements of the Connecticut State Building Code for construction on the Site. The

Licensee shall also abide by the stipulations of the "ConnDOT Wireless Communications Facilities Program Procedures" ("Procedures") 1 unless pre-empted by the terms and conditions of the ISA. The Procedures are attached hereto as "Exhibit C" and are hereby made a part of this Master Agreement. The Licensee shall submit copies of all plans and specifications to the State [and the Federal Highway Administration (FHWA), if required, and any other Federal Agency having jurisdiction therein], for prior approval (including issuance of an NOIC), which approval will not be unreasonably withheld or conditioned. The State shall give such approval or provide the Licensee with its requests for changes within sixty (60) days of the State's receipt of the Licensee's plans and specifications. If the State does not provide such approval or request for changes within such sixty (60) day period, the State shall be deemed to have approved the plans. The Licensee shall have the sole responsibility to obtain, execute and comply with any and all environmental, safety or other permits, regulations, and utility rights which may apply to the construction of the Facilities on the Site. The State agrees to reasonably cooperate with the Licensee, at the Licensee's expense, in connection with the Licensee's application for and obtaining of all licenses, permits and any and all other necessary approvals that may be required for the Licensee's intended use of the Site. Nothing herein shall constitute the grant of a permit or an agreement to grant same.

The Licensee agrees, at its own expense, to periodically inspect the construction of the Facilities and report on its finding(s) to the State. When construction of the Facilities is completed, the Licensee shall procure and deliver to the State (and the FHWA and any other Federal Agency having jurisdiction therein, if required), a statement, signed by a licensed professional engineer or architect (as required by the specific structure), attesting to the best of the engineer's or architect's knowledge that the Facilities were built in accordance with all governing codes and in accordance with the construction plans approved by the State. The Licensee shall also, at no cost to the State, deliver to the State a complete set of as-built plans upon completion of construction of the Facilities, in hard copy and electronic format, satisfactory to the State.

17. It is mutually understood and agreed by the parties hereto that this Master Agreement may also be subject to the approval of the FHWA and any other Federal agency having jurisdiction therein. This shall be construed to mean that the Licensee is henceforth on notice that each phase of the design and construction, and sub-licensing of the airspace may be subject to the reasonable review and approval by the FHWA and any other Federal Agency having jurisdiction therein.
18. It is mutually understood and agreed by the parties hereto that any State, FHWA and/or other Federal Agency approvals given, granted or issued, at any time pursuant to this Master Agreement shall, in no way, mean or imply that the State, FHWA and/or any other Federal Agency having jurisdiction therein is/are approving the suitability or adequacy of any design and/or any construction for the intended use, nor undertaking or assuming any responsibility or liability for the Site and the construction thereon.

19. Items (22) and (23) of the attached Specifications are hereby deleted therefrom.
20. During the term of this Master Agreement, the Licensee agrees to perform, in a manner reasonably acceptable to the State, FHWA, and/or other Federal Agency having jurisdiction therein, if applicable, and at the Licensee's own expense, all maintenance and repairs to the Facilities due to natural and man-made causes related to the Facilities installed or constructed on the Site, as well as the appurtenances thereto, including, but not limited to any buildings and structures, fencing, stairs, points of ingress and egress, and lighting facilities, unless caused by the negligence or deliberate acts or omissions of the State.
21. Item 7 of the attached Specifications is hereby deleted in its entirety and the following is substituted in lieu thereof:

(7) INSURANCE

With respect to the operations performed by the Licensee under the terms of this Master Agreement and also those performed for the Licensee by its subcontractors and Co-locators, the Licensee will be required to carry, and shall ensure that its subcontractors and Co-locators carry, for the duration of this Master Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to the State. In the event the Licensee secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and (B) below, the State of Connecticut shall be named as an additional insured.

A. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Master Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the

automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Master Agreement requires work on, over or under the right of way of any railroad company, the Licensee shall provide, with respect to the operations that it or its subcontractors perform under the Master Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the State named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such insurance is required, the Licensee shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

D. WORKERS' COMPENSATION

With respect to all operations the Licensee performs and all those performed for the Licensee by subcontractors, the Licensee shall carry, and shall ensure that its subcontractors carry, Workers' Compensation Insurance, and as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

E. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY

Owner's and Contractor's Protective (OCP) Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

In conjunction with the above coverages, the Licensee agrees to furnish to the State a Certificate of Insurance on a form acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Licensee shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Licensee may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Master Agreement.

22. If one or more terms, provisions or conditions of this Master Agreement shall, to any extent, be invalid or unenforceable, the remainder of same shall be valid and enforceable to the fullest extent permitted by law.

23. Miscellaneous Provisions:

(a) This Master Agreement, along with any ISA, constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.

(b) This Master Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any amendments to this Master Agreement or any ISA must be in writing and executed by both parties hereto.

(d) Applicable Law. Jurisdiction. This Master Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut.

(e) All Exhibits annexed hereto form material parts of this Master Agreement.

(f) This Master Agreement shall be executed in duplicate counterparts, each of which shall be deemed an original.

24. Notwithstanding any provision of this Master Agreement and the Specifications attached hereto, or any ISA, nothing contained therein shall constitute or be deemed to constitute a waiver of the sovereignty and sovereign immunity of the State.

Agreement No. _____

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
James P. Redeker, Commissioner

Name:

By _____ (Seal)

Thomas A. Harley, P.E.
Bureau Chief

Name:

Bureau of Engineering and
Construction

Date: _____

STATE OF CONNECTICUT)

) SS: Newington _____ A.D., 200__

COUNTY OF HARTFORD)

Date

Personally appeared for the State, Thomas A. Harley, P.E., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Bureau Chief, Bureau of Engineering and Construction, before me.

My Commission Expires:

Notary Public

WITNESSES:

LICENSEE

Name:

By _____ (Seal)

Name:

Date: _____

STATE OF _____)

) SS: _____ A.D., 20

COUNTY OF _____)

City/Town Date

Personally appeared for the Licensee, _____, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of _____, and his free act and deed as _____ before me.

My Commission Expires:

Notary Public

Agreement No. _____

This Agreement is made with the advice and consent of the undersigned in conformance with Sections 13a-80 and 13a-80a of the Connecticut General Statutes, as revised.

APPROVED:

Secretary
Office of Policy & Management
State of Connecticut

Date: _____

REVIEWED AND/OR APPROVED BY:

Name:
Title:
State Properties Review Board

Date: _____

APPROVED:

Attorney General
State of Connecticut

Date: _____