

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 030663

Please Read Application And Notes, If Any, Attached

This is to certify that Bayside LLC / Applicant

has permission to Install Three 3.7 Meter Satellite Receiving Antennas on Rooftop

AT 235 Oxford St 033 G012001

provided that the person or persons who perform or supervise the construction accepting this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or services are used-in-accordance with the provisions of the Code. YOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]

Health Dept. _____

Appeal Board _____

Other _____

Department Name

[Signature] 6/13/03
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 03-0663	Issue Date:	CBL: 033 G012001
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Location of Construction: 235 Oxford St	Owner Name: Bayside I Llc	Owner Address: Po Box 266	Phone: 871-1290
Business Name:	Contractor Name: Applicant	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Additions - Commercial	Zone: B3

Past Use: WPFO Television/Commercial	Proposed Use: WPFO Television/Commercial	Permit Fee: \$184.00	Cost of Work: \$22,500.00	CEO District: 1
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: U Type: N/A 6/13/03	

Proposed Project Description: Install Three 3.7 Meter Satellite Receiving Antennas on Rooftop	Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature:		Date:

Permit Taken By: gad	Date Applied For: 06/11/2003	Zoning Approval
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
	Date: 6/13/03	Date:	Date:

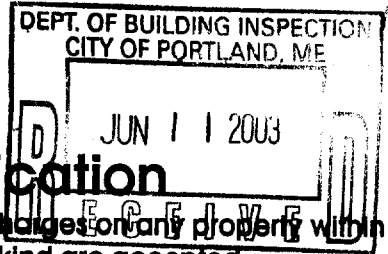
CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

03-0663



All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

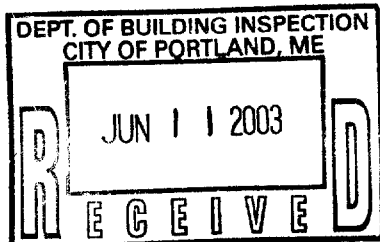
Location/Address of Construction: <u>233 OXFORD ST Portland, ME, 04101</u>		
Total Square Footage of Proposed Structure		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>033 601 2001</u>	Owner: <u>TOM TOYE</u> Managed by: <u>CB Richard ELLIS</u> <u>Boulos Property Mgmt.</u>	Telephone: <u>871-1290</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>FOX 23</u> <u>233 OXFORD ST</u> <u>Portland, Mo. 04101</u>	Cost Of Work: <u>\$22,500</u> Fee: <u>\$ 184.⁰⁰</u>
Current use: <u>Commercial Rental Property</u>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>ADD 3 TV SATELLITE DISHES to</u>		
Project description: <u>RECEIVE PROGRAMMING VIA SATELLITES</u>		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>FAM Mac Arthur</u>		
Mailing address:		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>828-0023</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <u>FAM Mac Arthur</u>	Date: <u>6-11-03</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



CB Richard Ellis
Boulos Property Management

One Canal Plaza
Portland, ME 04101
207.871.1290 Tel
207.772.2647 Fax
www.boulos.com

June 11, 2003

Mr. Harold Goss, Chief Engineer
Max Media of Portland, LLC
233 Oxford Street
Portland, Maine 04101

Dear Harold:

Re: Installation of Three 3.7 Meter Satellite Receive Antennas, 233 Oxford Street, Portland, Maine

This will acknowledge your request for approval to install the above-referenced antennas.

I have reviewed the letter from Daniel S. Chase, P.E., in which he indicates the roof structure is adequate to support the antennas if they are mounted in accordance with his plan. Therefore, in accordance with Article 34 - Satellite Dish of the lease between Max Media of Portland, LLC and Bayside, I, LLC, approval is hereby granted for the installation of three (3) 3.7 meter satellite receive antennas on the roof of 233 Oxford Street.

As you and I discussed, I would appreciate receiving 48 hours' notice of the installation so notification can be given to the other tenants in the building.

Should you have any questions, please do not hesitate to give me a call. Thank you.

Sincerely,



Marylou C. Robinson, CPM
Property Manager

Cc: Amy R. Booth

Application for the Installation of Three 3.7 Meter Satellite Receive Antennas

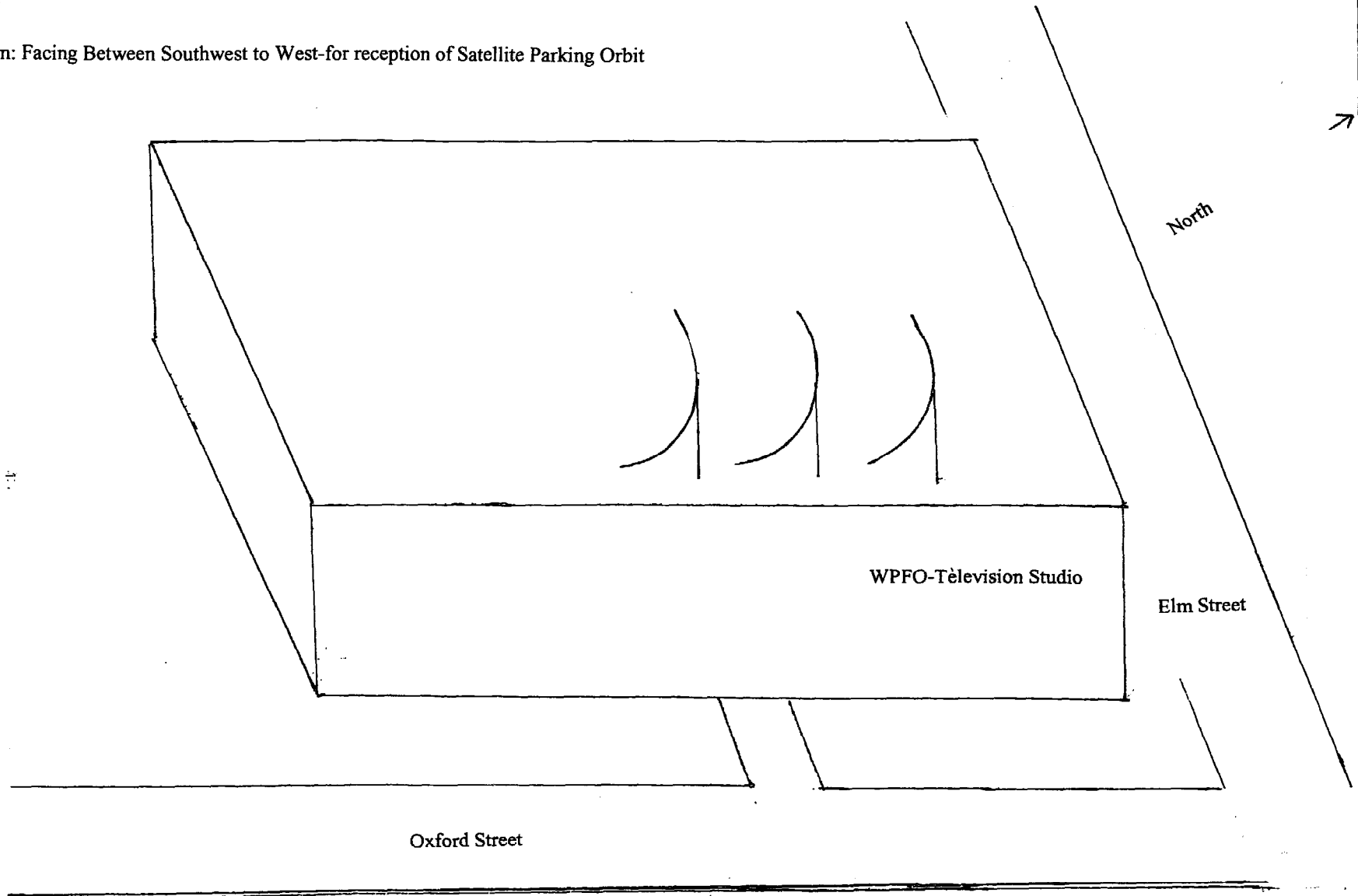
**Location: Northeast Roof of the Television Studio Facility for WPFO-TV
233 Oxford Street, Portland**

Business owner: Max Media of Portland.LLC

Building Landlord: Boulos Property Management

**Purpose: Reception of Television Programming from Satellite Sources for Re-
Broadcast over Television Station WPFO-TV, Channel 23**

Antenna direction: Facing Between Southwest to West-for reception of Satellite Parking Orbit



WPFO-Television Studio

North

Elm Street

Oxford Street

Max Media of Portland, LLC
233 Oxford Street
Portland, Me.

Proposed Satellite Antenna Installation

Three Antennas Proposed:

The Satellite Receive Only Antenna proposed is manufactured by Dawn Co.

The unit employed is a model DH37P with a size of 3.7 meters in diameter.

Manufacturers specifications accompany this application.

57.6 SERIES SPECIFICATIONS



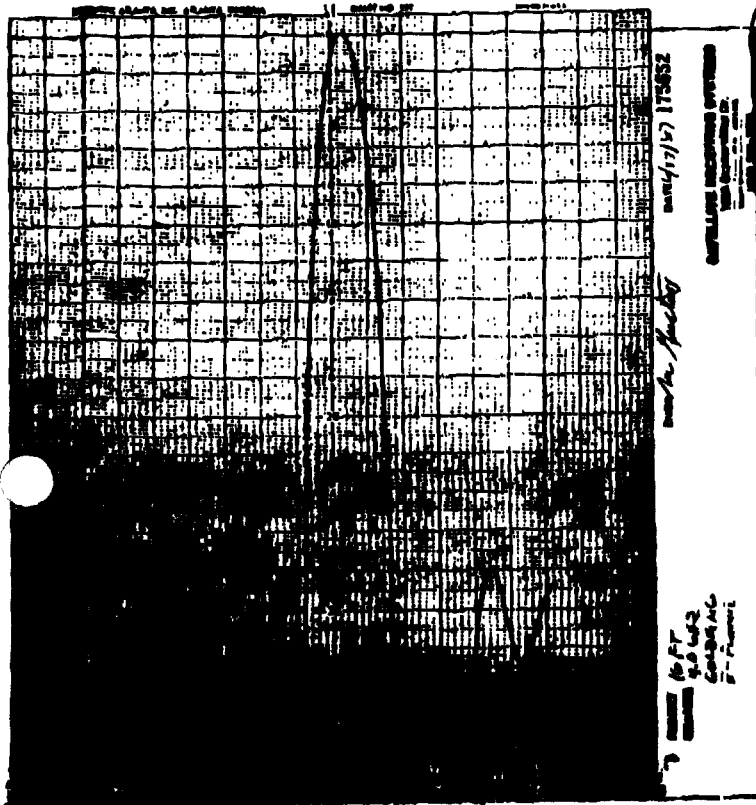
Satellite

ATTN: Harold

207-347-7323

Aperture Efficiency at Ku Band - 67%

REFLECTORS ARE MANUFACTURED ON AN AUTOMATIC SPINNING MACHINE FOR EXTREME ACCURACY.



RADIATION PATTERN

3.7 M 12' Ku Band Measured Gain @ 12 Gig @ 65%: 51.1 db
 C Band Measured Gain @ 4 Gig: 42.3 db
 Weight: 207 lbs. raw
 Thickness: .125
 F/D Ratio: .4
 Wind Force @ 60° @ 90 MPH: 4200 lbs.
 1st Sidelobe: 8°
 3 db Beamwidth: 1.4°

3.9 M 12'9" Ku Band Measured Gain @ 12 Gig: 51.9 db
 C Band Measured Gain @ 4 Gig: 42.6 db
 Weight: 228 lbs. raw
 Thickness: .125
 F/D Ratio: .375
 Wind Force @ 60° @ 90 MPH: 4475 lbs.
 1st Sidelobe: 2.3°
 3 db Beamwidth: 1.4°

4.2 M 14' Ku Band Measured Gain @ 12 Gig: 53.0 db
 C Band Measured Gain @ 4 Gig: 43.5 db
 Weight: 274 lbs. raw
 Thickness: .125
 F/D Ratio: .34
 Wind Force @ 60° @ 90 MPH: 5975 lbs.
 1st Sidelobe: 2.1°
 3 db Beamwidth: 1.2°

4.5 M 14'9" Ku Band Measured Gain @ 12 Gig: 53.3 db
 C Band Measured Gain @ 4 Gig: 43.9 db
 Weight: 304 lbs. raw
 Thickness: .125
 F/D Ratio: .33
 Wind Force @ 60° @ 90 MPH: 6600 lbs.
 1st Sidelobe: 1.95°
 3 db Beamwidth: 1.2°

5.0 M 16' Ku Band Measured Gain @ 12 Gig: 54.2 db
 C Band Measured Gain @ 4 Gig: 44.3 db
 Weight: 358 lbs. raw
 Thickness: .125
 F/D Ratio: .3
 Material: 3003-0
 Area: 201 sq. ft.
 Wind Force @ 60° @ 90 MPH: 7800 lbs.
 Antenna Noise at >>45° look angle = 20 deg/K
 G/T @ 3.95 Gig = 23.9 db/deg. K. (75 deg. K LNA)

As a major OEM Supplier, DH Satellite can manufacture to the exact size, thickness, edge design required. Mounting hardware and feed supports available.

Beamwidth (3.0 db) = 0.9 degrees (E-plane)
 = 0.95 degrees (H-plane)
 Beamwidth (10.0 db) = 1.7 degrees (E-plane)
 = 1.8 degrees (H-plane)

Sidelobe = 1.1 degrees (E-plane)
 All Sidelobes > - 22 db
 Antenna Gain: 2.0 degrees off axis = 23 db



3340 S. Lapeer Rd
Orion, MI 48359-1320

SPECIFICATIONS

1 (248) 391-9200 • www.DAWNco.com

Antenna	1.2 Meter	1.8 Meter	2.4 Meter	3.0 Meter (.090)	3.3 Meter	3.7 Meter (57.6 F/L)	3.9 Meter	4.2 Meter	4.5 Meter	5 Meter
C Band Gain @ 4 GHZ	32.6 db	36.1 db	38.6 db	40.6 db	41.5 db	42.3 db	42.6 db	43.5 db	43.9 db	44.3 db
KU Band Gain @ 12 GHZ	42.0 db	45.6 db	48.2 db	49.9 db	50.8 db	51.1 db	51.9 db	53.0 db	53.3 db	54.2 db
Beamwidth -3° db 4 GHZ	4°	2.8°	2.1°	1.7°	1.5°	1.4°	1.4°	1.2°	1.1°	1.05°
Beamwidth -3° db 12 GHZ	1.4°	.95°	.7°	.55°	.52°	.48°	.48°	.4°	.35°	.33°
Isolation Port-Port db	35	35	35	35	35	35	35	35	35	35
Antenna Characteristics Physical										
Weight Raw	9#	25#	60#	102#	168#	207#	228#	274#	304#	358#
Size Pre-Spun	48"	72"	96"	120"	132"	148"	156"	168"	180"	192"
Size Post-spun	46 1/4"	69 1/2"	94"	118"	129"	142 1/4"	151"	167"	176"	187"
Depth	6"	13 1/4"	15"	22"	26 1/4"	20 1/2"	24 3/4"	27"	32"	36 3/8"
Area	12.5 sq. ft.	28.3 sq.ft.	50 sq. ft.	78.5 sq. ft.	95 sq. ft.	113 sq. ft.	128 sq. ft.	154 sq. ft.	171 sq. ft.	201 sq. ft.
Focal Length - F/D Ratio	22" - .45	22" - .3	36" - .375	36" - .3	36" - .28	57.6" - .4	57.6" - .375	57.6" - .34	57.6" - .33	57.6" - .3
Wind Load Survival	125 mph	120 mph	125 mph	125 mph	125 mph	125 mph	125 mph	125 mph	125 mph	125 mph
Operational @ 4 GHZ	85 mph	75 mph	75 mph	85 mph	85 mph	75 mph	75 mph	65 mph	65 mph	65 mph
Operational @ 3GHZ	60 mph	60 mph	60 mph	60 mph	60 mph	60 mph	60 mph	55 mph	55 mph	55 mph

The proposed installation includes Baird non-penetrating satellite antenna mounts to be utilized. These would be located on a membrane type roof structure. Suitable ballast configuration is proposed according to manufacturers specifications supplied in this application.

The services of Daniel S. Chase, Structural and Consulting Engineer have been used for this proposal. His findings are included with this application.

Professional Engineering Consultant



DANIEL S. CHASE, P.E.

210 ST. JOHN STREET
PORTLAND, ME 04102

phone: 799-9087

fax: 799-0325

STRUCTURAL AND CONSULTING ENGINEERING

DANIEL S. CHASE, P.E.
Structural and Construction Engineering
210 St. John St.
Portland, ME 04102
(207) 799-9087 / Fax 799-0325

June 3, 2003

Mr. Harold Goss, Chief Engineer
Mr. Mitch Lambert, General Manager
Max Media of Portland, LLC
233 Oxford St.
Portland, ME 04101

Re: Roof mounted antennas, building at 233 Oxford St., Portland, ME.

Dear Mr. Goss,

At your request, I inspected the subject building on May 19. The purpose of the inspection was to evaluate the existing structure, to determine if it is possible to mount antennas on the roof. And, in particular, if it is possible to utilize antenna mounts as manufactured by Baird Satellite Supporting Systems, which sit on the existing roof surface, rather than penetrating it.

Subject to some limitations, my conclusion is that the structure is adequate to support the antennas on the Baird mounts.

This building has a "flat" roof, covered by a rubber membrane. Most of the deck structure is obscured by a composite board attached to the underside. However, I was able to inspect a limited area around the recently installed air conditioner. As shown on the attached plan, this inspection revealed that the deck is framed with rough-cut 2 x 12 wood joists, spaced at 16 inches on center. The decking itself is 3/4 inch thick, tongue-and-groove wood. The joists span 16 feet, and are supported on 11 x 17 inch wood timbers. The timbers span 18 feet, and are supported on steel pipe columns.

My findings were verified in conversation with Mr. Jacobson, the building supervisor, based on his knowledge of the building. Further, he indicated that no plans of the existing structure are available, and that the occupied floors and the columns supporting them are of substantial reinforced concrete.

Based on the roof structure visible to inspection, my calculations indicate that it is adequate to support the antennas on the Baird mounts, if the mounts are placed in accordance with the attached plan. As noted on the plan, if variations in the roof structure are found during the installation of the antennas, work should be stopped until I can further inspect the structure and verify its adequacy.

If you have questions, or require further information, please do not hesitate to contact me.

Yours truly,

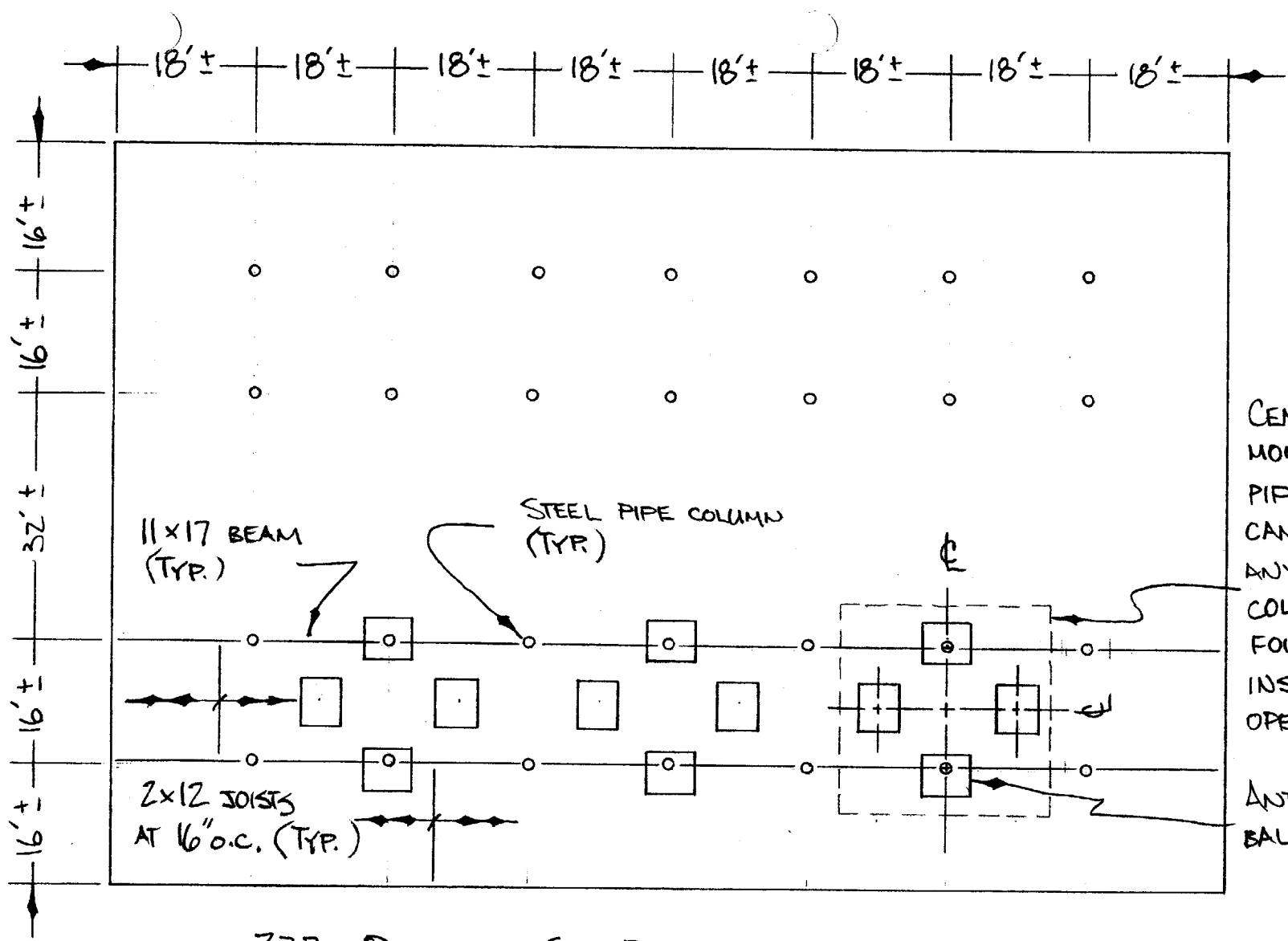
A handwritten signature in black ink that reads "Daniel Chase". The signature is written in a cursive style with a large initial 'D'.

Daniel Chase, P. E.

Att:

Roof structure and mount location plan

Baird antenna mount



CENTER BARD ANTENNA MOUNT OVER STEEL PIPE COLUMNS. MOUNTS CAN BE PLACED OVER ANY OF THE SEVEN COLUMN LINES AS FOUND NECESSARY BY INSTALLATION AND OPERATIONAL CONDITIONS.

ANTENNA MOUNT BALLAST TRAY (TYP.)

233 OXFORD ST. ROOF STRUCTURE
AND
ANTENNA MOUNT LOCATIONS

SCALE: 1" = 20'

DANIEL S. CHASE, P.E.
210 ST. JOHN ST.
PORTLAND, ME 04102
(207) 799-9087

NOTE: NOTIFY ENGINEER IF VARIATIONS IN ROOF STRUCTURE ARE FOUND.

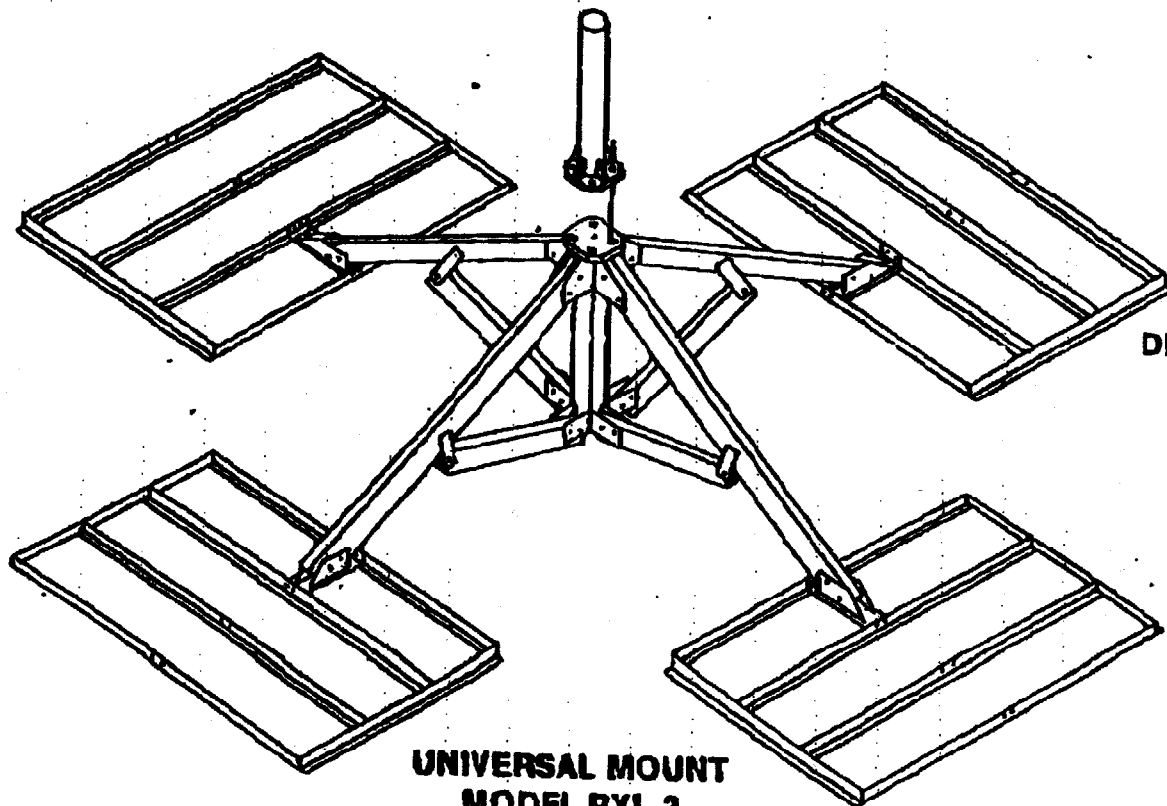
BAIRD

BAIRD Non-Penetrating and Penetrating Supportive System

Versatile Satellite Antenna Base

Engineered for durability, simplicity, and flexibility

1. Sets up fast
2. Rock solid
3. Hot dip galvanized for superior and long term durability
4. Typical usage, antenna size 3.0m (10') to 3.7m (12') for transmit and receive
5. Drop shipped direct to installers



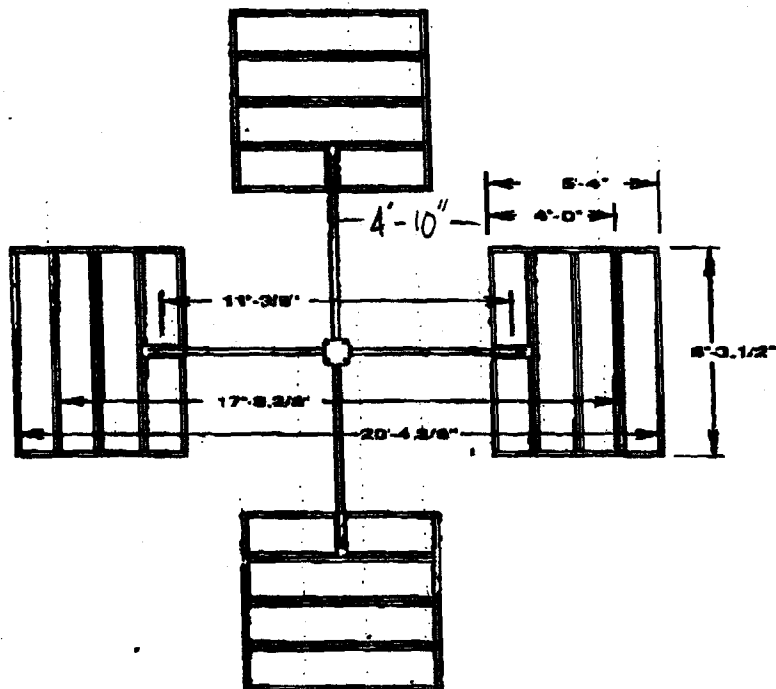
**UNIVERSAL MOUNT
MODEL PXL-2**

DESCRIPTION

1. Constructed of high test steel tube
2. All joints welded.
3. Hot dip galvanized
4. Requires no drilling to install
5. Ballast obtained locally

BAIRD

ESTABLISHED 1947

**PRODUCT SPECIFICATIONS****MODEL PXL-2****NON-PENETRATING OR PENETRATING****FLAT ROOF, ANTENNA SUPPORTING SYSTEM****TYPICAL USAGE**

1. Handles up to a 12.0' (3.7M) antenna
2. K.U. & C band- transmit and receive
3. Pad areas: 26.00 and 33.33 sq.ft.
4. Footprints
 - a. 4' x 6' = 17.7' x 17.7' = 313.29sq.ft.
 - b. 5'4" x 6' = 20.3' x 20.3' = 412.1sq.ft.

Finish - Hot dip galvanized**Pipe Height - as required****Pipe Diameter - as required**

This mount if needed can be equipped with a leveling device.

Ballast required will be recommended based on antenna diameter, type and survival requirements

It is the customer's responsibility to see that all applicable codes are satisfied. It is suggested that a structural engineer review the application of this product.

An engineering report is available to assist with determining the proper amount of ballast.

A pad can be supplied to isolate the mount from the roof surface.

Under extreme wind conditions the mount should be tethered with cable.

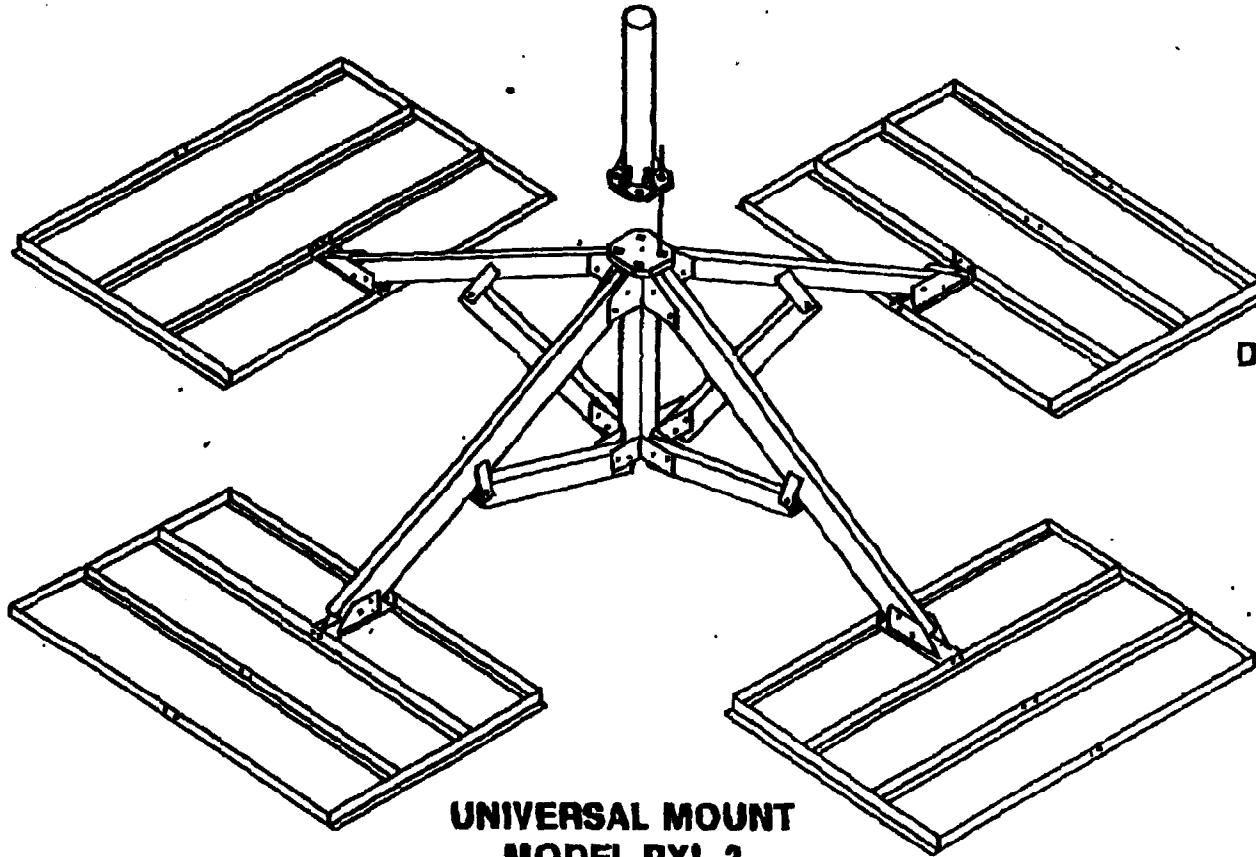
BAIRD

INDUSTRIES

BAIRD Non-Penetrating and Penetrating Supportive System Versatile Satellite Antenna Base

Engineered for durability, simplicity, and flexibility

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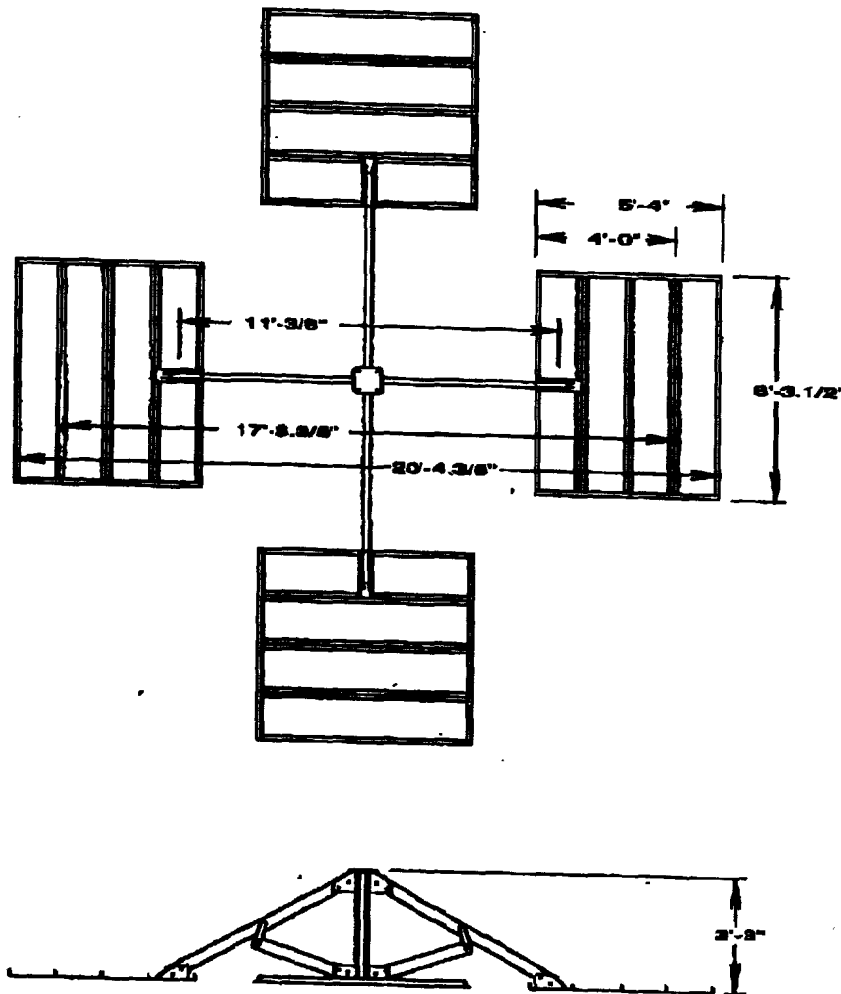
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MODEL PXL-2**

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BAIRD

SATELLITE SUPPORTING SYSTEMS

**PRODUCT SPECIFICATIONS**

MODEL PXL-2

NON-PENETRATING OR PENETRATING

FLAT ROOF, ANTENNA SUPPORTING SYSTEM

TYPICAL USAGE

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A pad can be supplied to isolate the mount from the roof surface.

Under extreme wind conditions the mount should be tethered with cable.

BALLAST CALCULATION REPORT

PREPARED BY:



A division of Baird Industries, Inc.

PH: 319-233-3681

FAX: 319-235-7653

DATE: 5/23/03
 COMPANY: MAX MEDIA OF MAINE (WPFO)
 CONTACT: HAROLD
 PHONE: _____
 FAX: _____
 PROJECT: _____

-Installation Site Information:

CITY: PORTLAND STATE: ME COUNTRY: _____
 HEIGHT (above grade): 50 ft. ROOF TYPE: RUBBER MEMBRANE

Remove loose material from the area where the mount is to be placed.
 Friction coefficient based on using rubber matting between the mount and roof.

-Exposure Level: C

Exposure "B" Urban and suburban areas, wooded areas, or other terrain with numerous closely spaced obstructions having the size of single-family dwellings or larger.	Exposure "C" Open terrain with only scattered obstructions, generally less than 30 ft. in height. This includes flat, open country and grasslands.	Exposure "D" Flat, unobstructed areas exposed to wind flowing over large bodies of water. Apply only to structures exposed to the wind coming from over the water.
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-Antenna Information:

Mfg.: DH Dia.: 3.7 m Antenna Weight: 450 lbs. Mast Weight: 60 lbs.

-Wind Force:

Wind forces in this calculation are based on ASCE 7-88 @ 90 mph
 $.00256 \times \text{Velocity pressure coefficient} \times (\text{Importance factor} \times \text{Wind Velocity})^2 = \text{Velocity Pressure (psf)}$

$.00256 \times 1.13 \times (1.0 \times 90)^2 = \underline{23.4 \text{ psf}}$

$\text{Velocity pressure} \times \text{Gust response factor} \times \text{Shape factor} \times \text{Area (ft.}^2) = \text{Design wind force (lbs.)}$

$23.4 \text{ psf} \times 1.21 \times 1.2 \times 115.7 \text{ sq.ft.} = \underline{3931 \text{ lbs. wind load}}$

-Untethered: (calculation determines the amount of ballast weight required to prevent sliding.)

$\text{Design wind force} / \text{friction coefficient} \times \text{safety factor} - (\text{mount weight} + \text{antenna weight}) = \text{Required Ballast (lbs.)}$

$3931 \text{ lbs.} / 0.70 \times 1.25 - 1290 \text{ lbs.} = \underline{5730 \text{ lbs. Required Ballast}}$

$(\text{weight of required ballast} + \text{mount} + \text{antenna}) / \text{mount area} = \text{Roof Load (psf)}$

$7020 \text{ lbs.} / 413.0 \text{ sq.ft.} = \underline{17.0 \text{ psf}}$

MOUNTING SYSTEM: PXL-2 5'4 X 6' Ballast Trays

-Tethered (with three cables at 120 degrees spacing to prevent sliding):

Note: (If the tethered ballast required is greater than the untethered ballast required, the tethered ballast required should be used, however in this case the tethers would not be required to prevent sliding.)

$\text{Overturning moment} \times \text{safety factor} = \text{Resisting Moment}$

$\text{Wind load} \times \text{safety factor} \times \text{height to antenna centerline} = (1/2 \text{ base width})^2 \times (\text{antenna weight} + \text{mount weight} + \text{ballast weight})$

$\text{Wind load} \times \text{safety factor} \times \text{height to antenna centerline} / (1/2 \text{ base width}) - (\text{weight of antenna \& mount}) = \text{Req'd ballast (lbs.)}$

$3931 \text{ lbs.} \times 1.50 \times 6.5' / 8.8' - 1120 \text{ lbs.} = \underline{3235 \text{ lbs. Required Ballast}}$

$(\text{Weight of required ballast} + \text{mount} + \text{antenna}) / \text{Mount area} = \text{Roof Load (psf)}$

$4355 \text{ lbs.} / 313.0 \text{ sq.ft.} = \underline{13.9 \text{ psf}}$

MOUNTING SYSTEM: PXL-2 4' X 6' Ballast Trays



A division of Baird Industries, Inc.

Pressure Pad Material

1/8" RUBBER MATTING

Product Data: 6510 April 1993

6510

For: General membrane protection purposes

Classification		
	Properties	
ASTM D3676 Density pcf	40 min	
Specific Gravity		
ASTM D412 Tensile, psi	75 min	
% Elongation	60 min	
ASTM F-36 % Compressibility		Recovery
100 psi	25-35	85 min
200 psi	40-50	85 min
300 psi	50-60	85 min
400 psi	60-70	85 min
ASTM D2240 Shore A2	20-60	
ASTM D624 Die C Tear PPI	20 min	
ASTM F147 Flexibility Factor	1	
ASTM D395 Compression Set B		
25% deflection, 158°F/22 hrs	20-30	
ASTM D3676 Compression (Foam)		
50% deflection, 158°F/22 hrs	20-30	
<p><i>Loose gravel must always be removed from area where rubber matting will be installed.</i></p> <p><i>The values shown represent current production and may vary under different conditions</i></p>		

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2003, by and between Bayside I, LLC with a place of business in Portland, Cumberland County, Maine and a mailing address c/o Boulos Property Management, One Canal Plaza, Portland, ME 04101 ("Landlord") and Max Media of Portland LLC, a Virginia limited liability company, with a mailing address of 233 Oxford Street, Portland, Maine 04101 ("Tenant").

1. Premises. Landlord hereby leases, demises and lets unto Tenant, in consideration of the Rent to be paid and other covenants to be performed by Tenant and subject to the terms and conditions set forth herein, and Tenant leases from Landlord, the following premises:

The office suite known and numbered as 35 as depicted on Exhibit A attached hereto and incorporated herein (the "Premises") in the building located at 233 Oxford Street in Portland, Maine (the "Building") located in the Bayside I Complex. The Premises shall be deemed to contain 8,000 rentable square feet. It is the responsibility of the Tenant to determine all zoning information and secure all required permits and approvals for its proposed use and occupancy of the Premises. Neither Landlord nor The Boulos Company make any representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the Premises for the Tenant's intended use thereof.

2. Term. To have and to hold the said Premises for a term of ten (10) years beginning on the 1st day of March 2003, (the "Commencement Date") and terminating at 5:00 p.m. on the 28th day of February 2013 unless earlier terminated as provided in this Agreement or by mutual agreement of the parties (the "Lease Term"). This Lease is expressly contingent upon the successful termination of the Greater Portland Council of Government's Lease before March 1, 2003. In the event that Landlord's work is completed subsequent to March 1, 2003, the Lease shall commence upon Landlord's notice to Tenant of substantial completion, and the first lease year shall begin on that date and end on February 28, 2004.

3. Assignment and Subletting. Tenant shall not be permitted to assign this Lease or sublet the Leased Premises or any part thereof without Landlord's prior written consent such consent not to be unreasonable withheld or delayed. As a condition of Landlord's consent, Tenant agrees it shall use the services of a broker of Landlord's choice as Tenant's exclusive leasing agent for the purpose of (a) subletting any portion of the Leased Premises. In the event of any sublease or assignment, Tenant shall remain primarily liable for the Lease. Landlord shall receive all rent received by Tenant in excess of the base rent herein. Landlord shall have the right to recapture the space and release Tenant from its Lease obligation for the portion of the Leased Premises to be subleased or assigned rather than approve any sublease or assignment of the Lease. Notwithstanding the above, Tenant shall have the right to freely assign or sublease the Leased Premises to affiliates or subsidiaries so long as Tenant remains primarily liable for the Lease and so long as this provision continues for any subsequent non-affiliated assignment or sublease.

4. Rent. Tenant covenants and agrees to pay to Landlord, without holdback or set-off, at Landlord's address, during each year of the Lease Term, in monthly installments payable in advance on the first day of each month during the Lease Term, together with any other sums required to be paid by Tenant hereunder regardless of whether designated as rent (collectively, "Rent") as follows:

<u>Year</u>	<u>Rent per SF</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
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Tenant's agent shall be submitted to Landlord for its approval prior to commencement of work. Tenant agrees that all work shall be at Tenant's sole cost and shall be completed in compliance with all applicable state and municipal building codes and ordinances.

33. Landlord's Work. Landlord shall substantially complete the work described on Exhibit B prior to occupancy by Tenant. The Leased Premises shall be deemed to be ready for occupancy by Tenant on the date there is sent to Tenant a notice from Landlord to the effect that Landlord has substantially completed all of Landlord's work described in Exhibit B which is attached hereto and incorporated herein, which notice shall be binding and conclusive upon Tenant in the absence of bad faith. "Substantially completed," as used in this paragraph, is defined to mean completed in such a fashion as to enable Tenant, upon performance of the work to be done by Tenant, to open for business in the normal manner, exclusive of punch list items.

34. Satellite Dish. Landlord hereby grants to Tenant during the Lease Term access on the roof of the Building for the purpose of installing 3 to 4 satellite dish antennas (the "Equipment, subject, however, to the existing structural capacity of the roof and subject to the condition that Tenant shall receive from Landlord prior written approval of Tenant's plans for such installation, which approval shall not be unreasonably withheld or delayed.

Tenant's obligations shall continue as follows:

(a) All expansions, installations, operations, repairs, maintenance and removals shall be conducted in a good workmanlike manner ensuring that public and construction safety are complied with during any expansion, installation, operation, repair, maintenance or removal of the Equipment. Under no circumstances shall the Equipment interfere with window washing equipment.

(b) The Tenant will repair any and all damage to the Building caused by the expansion, installation, operation, repair, maintenance or removal of the Equipment and return the area to its original condition to the reasonable satisfaction of the Landlord within fifteen (15) days of the removal or the term expiry.

(c) The expansion and/or installation of any or all of the Equipment, its operation, repair, maintenance and removal shall cause no inconvenience to the Landlord's or other's equipment or its or their current satellite equipment on the said roof.

(d) The Tenant shall place and at all times maintain during the Lease Term comprehensive liability and property damage insurance in the amount of not less than \$1,000,000 against claims for personal injury, death or loss or damage to property arising out of the use or operation of the Equipment.

(e) Access to the Equipment shall normally be restricted to the hours 8:00 a.m. to 5:00 p.m., Monday - Friday. In the event access to the roof is necessary (on an emergency basis), access shall be provided. Any additional costs shall be the responsibility of the Tenant.

(f) The Tenant shall throughout the Lease Term maintain the Equipment in good condition and order.

(g) The Tenant shall install, at the Tenant's cost, the Equipment in accordance with the plans prepared by the Tenant at its expense.

(h) Tenant shall, at its expense, provide for all utilities used in connection with the

operation, installation, expansion, repair or maintenance of the Equipment.

In addition to any other rules and regulations Landlord may establish from time to time governing use of the roof, Tenant shall comply with the following: (i) Tenant shall be solely responsible for installing, operating, maintaining and repairing its equipment at its own expense in a manner that causes no interference with or damage to the roof itself or any others person's use of the roof; (ii) Tenant shall perform all of such work in such a way as to not damage any Building systems or void any warranty or guaranty relating thereto, and Landlord may require that Tenant use existing Building conduits and pipes and use contractors reasonably approved by Landlord in performing such work; (iii) Tenant shall be responsible for obtaining and paying for all governmental licenses and permits required by law and for complying with all applicable laws.


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

LANDLORD:
BAYSIDE I, LLC

By: _____
Thomas A. Toye, III
Member

Witness

TENANT:
MAX MEDIA OF PORTLAND LLC

By: 
Printed Name: Mitchell A. Lambert
Its: VP/GM



Witness

