



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

Bureau of TSMO May 20, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into lease agreements with Crown Castle International of Dallas, TX (Vendor #307719), American Tower of Chicago, IL (Vendor #299185), & Wall Street Tower of Camden, NJ (Vendor #307273) for communications facility & tower space in the amount of \$159,274.08 effective upon Governor and Council approval for a five year term. 59% Highway Funds, 39% Turnpike Funds (Intra-Agency Transfers) and 2% Other (Private/Local).

Funding to support this request are anticipated to be available in the following accounts in State FY 2020 and State FY 2021 upon the availability and continued appropriation of funds in the future operating budget. Funding is contingent upon the availability and continued appropriation of funds in FY 2022, FY 2023, FY 2024 and FY 2025, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

Table with 4 columns: Account Number, FY 2020, FY 2021, FY 2022, FY 2023, FY 2024, FY 2025. Rows include Trans Sys Mgmt & Operations and 022-500248 Rent/Lease Other than State.

EXPLANATION

On March 22, 2017, Governor and Council approved (Item #23) for the Department of Transportation to enter into a contract with Tilson Technology Management, Inc. (Vendor #265209) to design, test and build an Advanced Transportation Management System (ATMS) on the Frederick E. Everett Turnpike (FEET). It included new Intelligent Transportation System field devices and a new wireless communications network connecting the field devices to the Transportation Management Center.

Tilson was tasked with designing, building and placing ITS microwave radio communications devices on appropriate communication towers along the FEET. They were required to negotiate and arrange lease agreements between the Department and the owners of the towers to be utilized. Each lease involves a 5 year lease agreement with a 3% escalation each year. The Department is satisfied that the annual lease price is reasonable and comparable to other commercial rates throughout the State. The total cost per lease for all five years is shown below:

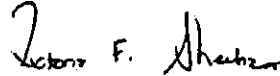
Table with 3 columns: Vendor, Tower Physical Location, Total Cost. Rows for Crown Castle at 39 Orchard Ave, Nashua NH and 233 South River Road, Bedford NH.

American Tower	Englewood Drive, Merrimack, NH	\$44,596.74
Wall Street Tower Limited Partnership	555 Canal St, Manchester, NH	\$38,225.78
Total:		\$159,274.08

These lease agreements have been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed leases are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of these leases is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



Date: April 21, 2020
To: NEW HAMPSHIRE DOT
Regarding: NEW HAMPSHIRE DOT / /
BUN: 878777 / / CELL 153 NASHUA EVERETT TPK., / Order/Application # 416636

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of NEW HAMPSHIRE DOT, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Skyler Cichy at 206-336-7407.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:
Crown Castle
Attn: Contract Development Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to ContractServices@CrownCastle.com or by phone at 1-833-809-8011.

Thank you,

Contract Specialist
Crown Castle



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
JDE Business Unit: 878777
License Identifier: 615127
Type of Site: Crown Site

TOWER SITE LICENSE AGREEMENT

(LICENSE FOR USE OF TOWER AND GROUND SPACE)

THIS TOWER SITE LICENSE AGREEMENT (this "Agreement") is entered into as of this this _____ day of _____, _____ (the "Effective Date"), between Global Signal Acquisitions II LLC, a Delaware limited liability company, with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and New Hampshire Department of Transportation, a New Hampshire corporation, with its principal place of business at Bureau of TSMO, P.O. Box 483, Concord, New Hampshire 03302-0483 ("Licensee").

The parties hereto agree as follows:

1. DEFINITIONS

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjusted Fee" means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

"Adjustment Date" means the date on which the Basic Payment and all other fees set forth herein shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

"AM Detuning Study Fee" means the fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an AM Detuning Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

"Base Fee" means the then-current Basic Payment or other fee, as applicable.

"Basic Payment" means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

TT: E 1532037

Prepared by: S. Price / L. Connors

Prepared on: 4/26/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 19

LRF Rev #: 9



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
JDE Business Unit: 878777
License Identifier: 615127
Type of Site: Crown Site

“Basic Payment Commencement Date” means the earlier of: i) the first (1st) day of the month in which completion of Licensee’s installation occurs, or ii) October 1, 2020.

“Closeout Documentation” means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

“Code” means TIA-222-X, where the “X” refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

“Conveyance” includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

“Crown Castle” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

“Current Term Expiration Date” means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

“Deed” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“Equipment” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“Event of Default” means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“FAA” means the Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

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Type of Site: Crown Site

“Government Entity” means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“Grantor” means the grantor named in the Deed, if applicable.

“Inspection Fee” means the fee payable by Licensee to Crown Castle in the amount of One Thousand and 00/100 Dollars (\$1,000.00) to defray Licensor’s costs associated with Crown Castle’s inspection of any Work not performed by Crown Castle. Said amount is subject to adjustment in accordance with Section 5.2 below.

“Installation Standards” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

“Intermodulation Study” means a study to determine whether an RF interference problem may arise.

“Intermodulation Study Fee” means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Landlord” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“Laws” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“Lender” means any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Equipment” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“Licensed Space” means that portion of the Site that is licensed to Licensee hereunder.

“Licensee” means the party named as “Licensee” in the first paragraph hereof and its successors-in-interest.

“Licensor” means the party named as “Licensor” in the first paragraph hereof and its successors-in-interest.

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“Modification” means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement of any of Licensee’s equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a “Modification”, provided that such replacement does not negatively affect the tower’s loading capacity, as determined by Licensor.

“Modification Application Fee” means the fee payable by Licensee to Licensor in the amount of Five Hundred and 00/100 Dollars (\$500.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application with respect to a Modification. Said amount is subject to adjustment in accordance with Section 5.2 below.

“NTP” means a written notice to proceed.

“Pre-Existing Use” means any installation or modified use of Licensor’s or another user’s equipment prior to the installation or modified use of Licensee’s Equipment.

“Prime Lease” means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor’s rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

“Prior Agreement” means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

“Pro Rata Share” means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining “Pro Rata Share”, Licensor shall be deemed to be a then-existing user of the Site.

“Regulatory Compliance Costs” means the reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

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“RF” means radio frequency.

“Security Instrument” means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

“Site” means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Services Agreement” means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

“Site Application Fee” means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

“Site Engineering Application” means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee’s permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**.

“Site Plan” means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

“Structural Analysis” means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Structural Analysis Fee” means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis with respect to the installation of Licensee’s tower-mounted Equipment described herein or with respect to any Modification to Licensee’s Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

“Subsequent Use” means any installation or modified use of Licensor’s or another user’s equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

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Type of Site: Crown Site

“Term” means the term of this Agreement, as set forth in Section 4 below.

“Term Commencement Date” means the date of full execution of this Agreement.

“Tower Level Drawing” means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

“Unlicensed Equipment” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“Work” means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of Nashua, the County of Hillsborough, and the State of New Hampshire, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 **Tower-Mounted Equipment Not Installed Within 180 Days After Commencement of Installation.** With respect to the installation of any tower-mounted Equipment not already installed on the Site pursuant to a Prior Agreement, if Licensee fails to install all of its tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification) within one hundred eighty (180) days after commencement of its initial installation of such tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights

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will be reserved for future installation of such tower-mounted Equipment after said one hundred eighty (180) day period; provided, however, Licensee may thereafter install the remainder of the permitted but uninstalled tower-mounted Equipment for no increase to the Basic Payment, subject to available capacity at the Site, as determined by Licensor. Licensee shall notify Licensor in writing and coordinate with Licensor prior to installing any portion of the remainder of the permitted but uninstalled tower-mounted Equipment after said one hundred eighty (180) day period. Licensee acknowledges and agrees that Licensor may require that Licensee submit a new Site Engineering Application with respect to the installation of the remainder of such permitted but uninstalled tower-mounted Equipment. In the event that Licensor determines that the Site or tower located thereon cannot accommodate such permitted but uninstalled tower-mounted Equipment without requiring modifications thereto, then the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating such permitted but uninstalled tower-mounted Equipment.

2.2.2 Reduction of Available Capacity Due to Change in Applicable Law. If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to Licensee's completion of installation of any tower-mounted Equipment as described in Exhibit B (or as described in any future amendment for a Modification), Licensor determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

2.3 Application for Modifications. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee's use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

2.4 Conditions Precedent to Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease or Deed to allow Licensor to license the Licensed Space to Licensee, if

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such consent is required, or Licensor has determined that no such written consent is required; (ii) a Site Engineering Application for such installation or Modification has been approved by Licensor; (iii) Licensor has received and approved Licensee's drawings showing the proposed installation of or Modification to the Equipment; (iv) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee's proposed use of the Site; (v) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (vi) the Site Application Fee, Modification Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vii) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor's NTP process. With respect to Licensee's initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party; provided, however, the foregoing right to terminate this Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

2.5 Performance of Work. Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall (i) only engage a contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

2.6 Closeout Documentation. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day

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 Type of Site: Crown Site

period, Licensee shall pay to Licensor One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

2.7 Licensor's Remedies for Undocumented Installation or Modification. In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of this Agreement: (i) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus the Modification Application Fee, plus any costs incurred to assess the impact of the unauthorized installation or Modification; (ii) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (iii) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification. In the alternative to other remedies available to Licensor hereunder (i.e., the other remedies available to Licensor outside of this Section 2.7), Licensor may terminate this Agreement and require Licensee to immediately vacate the Site.

2.8 Acceptance of Licensed Space and Site. By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iii) waives any claims against Licensor related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, and non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area; provided, however, in the event that Licensee requires access to the Site but snow or some other obstruction on or in the access area is preventing or otherwise materially hindering Licensee's access to the Site, then Licensee shall notify Licensor of such snow or other obstruction and Licensor and Licensee shall cooperate with one another for the removal of such snow or other obstruction, on terms mutually agreeable to the parties.

3.2 Authorized Persons; Safety of Personnel. Licensee's right of access to the Site shall be limited to contractors approved by Crown Castle or persons under their direct supervision. Licensee shall not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works

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Prepared on: 4/26/2018

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CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 19

LRF Rev #: 9



Customer Site Name: N/A
 Customer Site No.: N/A
 Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
 JDE Business Unit: 878777
 License Identifier: 615127
 Type of Site: Crown Site

for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site and tower access are material terms of this Agreement.

3.3 Notice to Licensor. Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

3.4 Licensee's Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

3.5 Permits, Authorizations and Licenses. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 Zoning Approval. At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

3.7 Utilities. Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as reasonably allocated by Licensor.

4. TERM

4.1 Term of Agreement. The term of this Agreement shall commence on the Term Commencement Date and continue for a period of Five (5) year(s), ending on the day immediately prior to the Fifth (5th) anniversary of the Term Commencement Date at 11:59:59 p.m. New York time (the "Term").

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4.2 **Automatic Term Renewal.** The Term shall automatically extend for Three (3) renewal period(s) of Five (5) year(s) each unless either party provides written notice to the other of its election not to renew the Term, at least One Hundred Eighty (180) days prior to the Current Term Expiration Date; provided, however, in the event that Licensee provides written notice of non-renewal to Licensor in accordance herewith but does not cause its Equipment to be removed from the Site prior to the Current Term Expiration Date, then (i) if all possible renewal periods have not been exhausted, such non-renewal notice shall be deemed to be invalid and have no force and effect, and this Agreement shall be deemed to have continued for an additional renewal period in accordance with this Section 4.2, as of the Current Term Expiration Date, and (ii) if all possible renewal periods have been exhausted, Section 23 below shall apply with respect thereto.

4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of this Agreement, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the Term of this Agreement shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

5. CONSIDERATION

5.1 **Basic Payment.** Licensee shall pay to Licensor One Thousand Eight Hundred Dollars (\$1,800.00) per calendar quarter, subject to adjustment in accordance with Section 5.2 below (the "Basic Payment"), for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal quarterly payments payable on the Basic Payment Commencement Date, and on the first day of each calendar quarter thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Global Signal Acquisitions II LLC, PO Box 403551, Atlanta, GA 30384-3551. Licensee shall include the JDE Business Unit No. 878777 on or with each payment. Payments for any partial quarter shall be prorated.

5.2 **Adjustments to Basic Payment and Other Fees.** The Basic Payment and all other fees herein that are expressed as fixed dollar amounts (excluding any fees in this Section 5 other than the Basic Payment that are expressed as fixed dollar amounts) shall be increased (but never decreased) on the first anniversary of the Rent Commencement Date and every anniversary of such date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the Basic Payment and other fees shall be calculated by the following formula:

$$\text{The Adjusted Fee} = \text{Base Fee} + (\text{Base Fee} \times 3\%)$$

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensor's election, Licensee shall pay to Licensor its Pro Rata

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Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same (together with supporting documentation).

5.4 Taxes, Fees and Assessments. Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. At Licensor's election, Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site itself or against Licensor's improvements thereon. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, Licensee's Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

5.5 INTENTIONALLY OMITTED.

6. INTERFERENCE

6.1 Interference to Licensee's Licensed Operations. Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensor in writing of such RF interference, (ii) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other uses of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours

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following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions.

6.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 Relocation of Equipment at Licensor's Option. Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 Third Party Offers for Licensed Space. In the event that Licensor receives a proposal from a third party to license the Licensed Space for a fee in excess of One Thousand and 00/100 Dollars (\$1,000.00) per month, then, unless Licensee agrees to amend the Basic Payment to equal the amount offered by said third party (within thirty (30) days of the date of said notice from Licensor), Licensor shall have the right to either (i) relocate the Equipment, or (ii) if Licensor determines, in its sole judgment, that such relocation is not feasible, terminate this Agreement on thirty (30) days written notice.

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8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. INTENTIONALLY DELETED

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. The liability insurance policies, automobile, commercial general liability, and umbrella shall be endorsed to cover Licensor (and Licensor's manager, as applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary liability insurance maintained by Licensor (and any primary liability insurance maintained by Licensor's manager, as applicable) on a form that does not exclude the concurrent negligence of the additional insured. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensor) shall obtain the following insurance coverage: (i) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including, but not limited to, coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; (iv) umbrella liability insurance of \$5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located. All policies required to be provided pursuant

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to this section shall contain a waiver of subrogation in favor of Licensor. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall agree to provide a copy of said policies upon receipt of written request by Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

Notwithstanding the foregoing, it is acknowledged and agreed that Licensee (for itself alone) shall be entitled to self-insure for all or a portion of the above coverages and insurance requirements in accordance with Licensee's customary and usual practice. Licensee agrees to provide to Licensor its standard form of letter confirming Licensee's responsibility for claims and liability with value up to the amount of Licensee's self-insured retention, and, if applicable, the existence of Licensee's excess liability insurance coverage above such amount sufficient to meet the insurance coverage requirements hereunder.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy for such interruption of use shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Each of the following shall constitute an Event of Default hereunder: (i) Licensee's failure to pay any amount due hereunder within thirty (30) days after receipt of written notice from Licensor that said

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payment is delinquent; (ii) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee's breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee's violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within sixty (60) days after receipt of written notice from the non-breaching party of said breach, provided, however, such sixty (60) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the sixty (60) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate this Agreement as set forth in Section 19.3 below. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars (\$35.00) for each month or partial month that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor's right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of Exhibit B or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW, VENUE

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

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16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: New Hampshire Department of Transportation
Bureau of TSMO
P.O. Box 483
Concord, NH 03302-0483
Telephone Number: (603) 271-6862

As to Licensor: Global Signal Acquisitions II LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.



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18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site.

19. TERMINATION

19.1 Withdrawal or Termination of Site Zoning Approval or Permit. In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 Termination of Prime Lease. If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

19.3 Termination in the Event of Default. In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate this Agreement by providing written notice of such termination to the defaulting party. Such written notice shall describe (i) the Event of Default, and (ii) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-defaulting party's right to terminate this Agreement pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under this Agreement.

19.4 Termination of Licensee's Funding. This Agreement, including any renewal terms, is contingent upon Governor and Council approval, or the approval of The New Hampshire Department of Transportation and the appropriation of sufficient funds from the New Hampshire Legislature for Licensee to carry out its payment obligations under this Agreement. If, in the sole judgment of Licensee, sufficient funds have not been appropriated, then Licensee may terminate this Agreement upon thirty (30) days prior written notice to Licensor. Such termination shall relieve both parties of all further obligations hereunder as of the effective date of such termination, provided that Licensee shall still be obligated to pay to Licensor all Basic Payments for the period prior to such termination and any other payment obligations that accrued prior to such termination. In the event of termination of this Agreement pursuant to this Section 19.3, Licensor shall refund to Licensee any pre-paid Basic Payments on a pro-rata basis for any period after the effective date of such termination.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

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21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 **Subordination.** Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 **Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 **Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

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 License Identifier: 615127
 Type of Site: Crown Site

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

**23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT,
 REMAINING EQUIPMENT FEE**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:

- (i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
 - (a) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of this Agreement,
 - (b) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and
- (iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:

TT: E 1532037

Prepared by: S. Price / L. Connors

Prepared on: 4/26/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 19

LRF Rev #: 9



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
JDE Business Unit: 878777
License Identifier: 615127
Type of Site: Crown Site

- (a) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
- (b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
- (c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Effective Date, and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

This Agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign or official immunity to which the State of New Hampshire (Licensee) and its representative and agents are lawfully entitled.

TT: E 1532037

Prepared by: S. Price / L. Connors

Prepared on: 4/26/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 19

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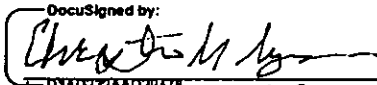
Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
JDE Business Unit: 878777
License Identifier: 615127
Type of Site: Crown Site

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the Effective Date.

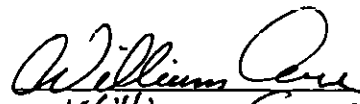
Licensor

Global Signal Acquisitions II LLC,
a Delaware limited liability company

DocuSigned by:

By: Christine Morgan
Name: Christine Morgan at Crown Castle
Title: Manager, Contract Development
Date: April 22, 2020

Licensee

New Hampshire Department of Transportation,
a New Hampshire corporation

By: 
Name: William Cass
Title: Asst. Commissioner
Date: 4/28/20



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
JDE Business Unit: 878777
License Identifier: 615127
Type of Site: Crown Site

EXHIBIT A to Tower Site License Agreement
SITE AND ACCESS AREA LEGAL DESCRIPTIONS

See Attached

TT: E 1532037

Prepared by: S. Price / L. Connors

Prepared on: 4/26/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

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An area containing 2,920 square feet and contained within the following parent parcel:

A certain tract situated in the City of Nashua, County of Hillsborough and State of New Hampshire, said tract of land being more particularly bounded and described as follows:

Beginning at a point on the easterly line of Lot 24, Map 1, said lot also being shown as Lot 22 on a plan entitled "Nashua Terraces, Land of J.A. Spalding in Nashua, N.H.," dated 1893 and being recorded in the Hillsborough County Registry of Deeds as Plan No. 104, said point is located S 17°23'18" W of, and 93.33 feet from, a stone bound at the northeasterly corner of said lot; thence

S 17°23'18" W, a distance of 34.60 feet by land now or formerly of Rivier College to a stone bound; thence

S 17°45'47" W, a distance of 128.33 feet by said Rivier College land to a stone bound; thence

S 17°39'18" W, a distance of 51.35 feet by said Rivier College land to a stone bound; thence

S 17°06'53" W, a distance of 127.96 feet by said Rivier College land to a point; thence

S 18°40'48" W, a distance of 11.33 feet by said Rivier College land to a point; thence

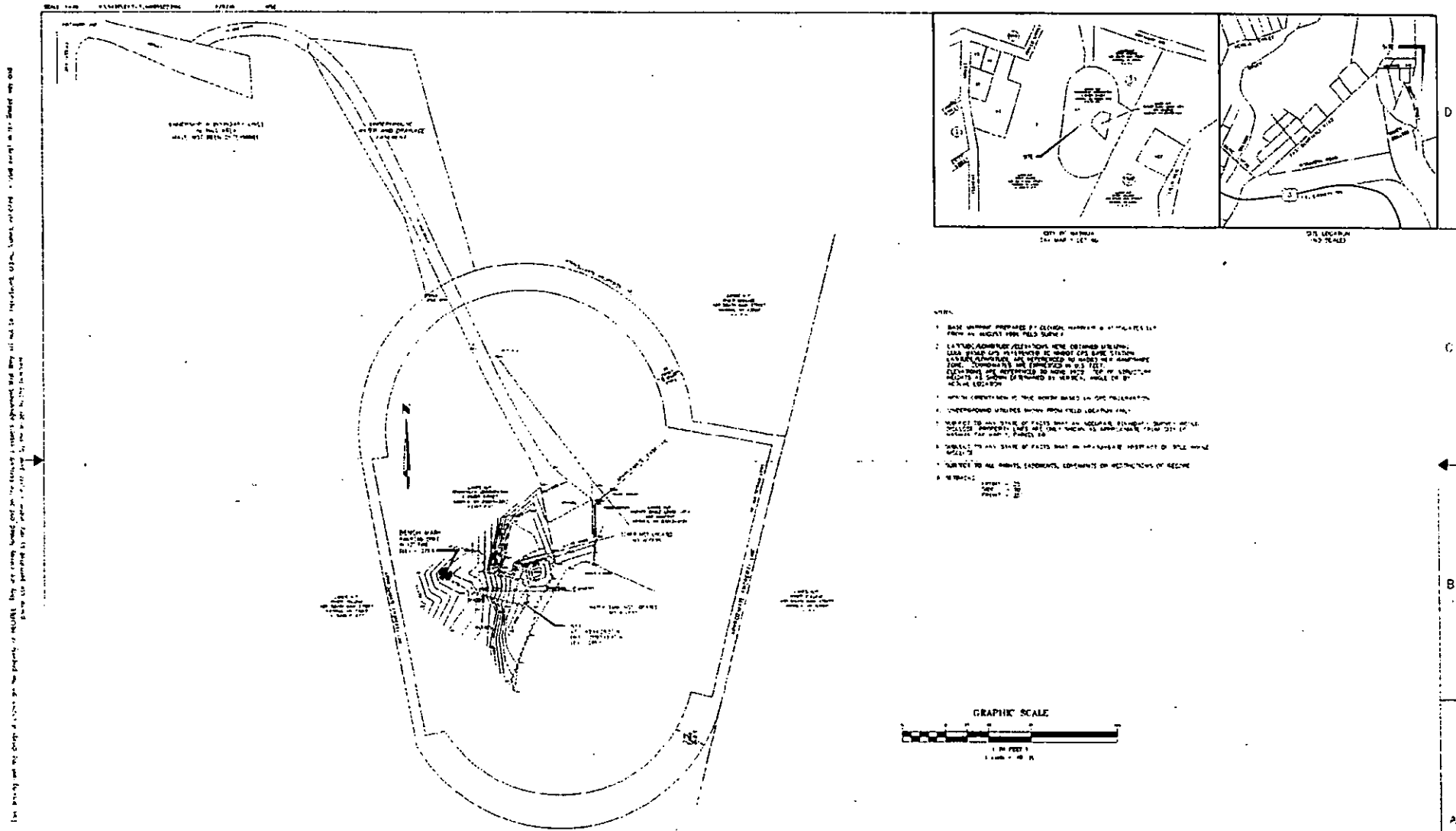
Southwesterly, westerly and northwesterly along a curve to the right having a radius of 155.00 feet, a delta angle of 135°34'37" and an arc length of 366.77 feet, along other land of Rivier College to a point; thence

N 03°05'36" W, a distance of 270.55 feet along said Rivier College land to a point; thence

Northerly, northeasterly, easterly and southeasterly along a curve to the right, having a radius of 155.00 feet, a delta angle of 186°35'14" and an arc length of 504.77 feet along said Rivier College land to a point; thence

S 72°36'42" E, a distance of 86.52 feet along said Rivier College land to the point of beginning.

Said tract containing 3.853 acres, more or less, and is shown as "Lot 60" on plan entitled "Discontinuance, Consolidation and Subdivision Plan, Clement Street, Nashua, New Hampshire", last revised by Allan H. Swanson, Inc., recorded at the Hillsborough County Registry of Deeds ("Registry") as Plat No. ____ ("Plan").



- NOTES:
1. BASE MAPS PREPARED BY CLOUGH HARBOUR & ASSOCIATES, L.P. FROM AN AERIAL PHOTO SURVEY.
 2. ALL PUBLIC UTILITIES SHOWN WERE OBTAINED FROM: LOCAL PUBLIC UTILITIES DEPARTMENTS, STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, AND THE STATE OF NEW HAMPSHIRE. UTILITIES NOT SHOWN ARE ASSUMED TO BE AS SHOWN ON THE AERIAL PHOTO SURVEY. THE RESULTS OF ANY FIELD SURVEY SHALL BE SUBJECT TO ALL RIGHTS, EASEMENTS, COMMENTS OR REVISIONS OF RECORD.
 3. ALL CONSTRUCTION SHALL BE BASED ON THE INFORMATION CONTAINED HEREIN.
 4. UNDERGROUND UTILITIES SHOWN FROM FIELD LOCATION ONLY.
 5. SUBJECT TO ALL STATE OF NEW HAMPSHIRE, FEDERAL, STATE, AND LOCAL REGULATIONS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES.
 6. SUBJECT TO ALL RIGHTS, EASEMENTS, COMMENTS OR REVISIONS OF RECORD.
 7. REVISIONS:
 - DATE: _____
 - BY: _____
 - REASON: _____



CHA CLOUGH HARBOUR & ASSOCIATES LLP
 ENGINEERS, PLANNERS, ARCHITECTS
 200 MARKET STREET, SUITE 200
 NASHUA, NH 03041

NASHUA - EXIT 3
 DEMONSTRATION WATER WORKS
 FINEFIELD STREET
 NASHUA, NH 03042

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/1/03	J. HARRIS	J. HARRIS
2	REVISION	10/1/03	J. HARRIS	J. HARRIS
3	REVISION	10/1/03	J. HARRIS	J. HARRIS
4	REVISION	10/1/03	J. HARRIS	J. HARRIS
5	REVISION	10/1/03	J. HARRIS	J. HARRIS
6	REVISION	10/1/03	J. HARRIS	J. HARRIS
7	REVISION	10/1/03	J. HARRIS	J. HARRIS
8	REVISION	10/1/03	J. HARRIS	J. HARRIS
9	REVISION	10/1/03	J. HARRIS	J. HARRIS
10	REVISION	10/1/03	J. HARRIS	J. HARRIS

LUCENT TECHNOLOGIES/BECHTEL ALLIANCE S&P PROJECT	
SITE CONDITIONS	
JOB NO.	DATE
23274	10/1/03
PROJECT	NO.
030301	01
ISSUED BY: J. HARRIS	



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
JDE Business Unit: 878777
License Identifier: 615127
Type of Site: Crown Site

EXHIBIT B to Tower Site License Agreement

APPROVED EQUIPMENT

See Attached

TT: E 1532037

Prepared by: S. Price / L. Connors

Prepared on: 4/26/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 19

LRF Rev #: 9



Order Information

Customer Approved Jun 11 2019

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
416636	Rhonda Deas	Nov 15 2017	472248	19

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
878777	A	180.0	CELL 153 NASHUA EVERETT TPK.,
Crown Castle District	County		
NE	Hillsborough		
Latitude	Longitude	Structure Type	Site Address
42° 44' 28.50"	-71° 27' 13.90"	SELF SUPPORT	39 Orchard Ave. Nashua, NH 03061

Order Parameters

Who is the customer?	What do you want to do?	First Time Install on Site?	What is the Scope of your Order?
NEW HAMPSHIRE DOT	License Agreement	Yes	Tower Equipment and Ground Space

What is the scope of work?

Tilson Technology Management, Inc. is working with the New Hampshire Department of Transportation building an ITS Network running cameras and real time signs along the Everett Turnpike from Concord, NH to Nashua, NH. Placing (1) MW, (6) lines & (4) radios

Customer

Billing Company	Billing ID Number	Billing Address	
NEW HAMPSHIRE DEPT OF TRANSPORTATION	390747	NHDOT - TMC PO BOX 483 CONCORD, NH 03302-0483	
Operating Legal Entity	Operating Legal Entity ID		
NEW HAMPSHIRE DEPT OF TRANSPORTATION	390747		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
--	--	--	--
Customer Project Number	Customer Market	Customer Region	
--	--	--	
Project Management Vendor			
TBD			

Contacts

NAME	EMAIL	PHONE	ADDRESS
Susan Klasen	Susan.klasen@dot.nh.gov	603-271-6862	110 Smokey Bear Blvd. Concord, New Hampshire 03302

RF Contacts

There are currently no Contacts for this order.

Configuration Review

Antennas

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
145	145	2	0	2	0	CAMBIUM NETWORKS / PMP 450I	28.80	7.80	5.90	15.00
145	145	1	0	1	0	COMMSCOPE / VHLP2-11W-2WH_A	26.00	26.00	9.90	17.00

Tower Mounted Equipment

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	TYPE	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
145	145	2	0	2	0	CAMBIUM NETWORKS / PTP 820S	BASE STATION	9.05	9.17	3.85	13.22

Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
145	145	6	0	6	0	GENERAL CABLE / GCR1452	3/8	0.39

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
MW Link	1.00		10.700 - 11.700GHZ
MW Link	1.00		4900.000 - 5925.000MHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

1

Lease Areas

Lease Area 4'0"x4'0" (16.00sq. ft.) - Proposed

Foundation Types

TYPE	LENGTH	WIDTH	HEIGHT	SQ. FT.	STATUS
Pad	4'0"	4'0"	0'6"	16.00	Proposed

Power

Do you need Crown to supply Power?	VAC	Phase	Amps Needed
Yes	120/240	Single Phase	100
Battery Backup Required?			
No			

Equipment

Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
COMMSCOPE / VHLP2-11W-2WH_A	145	338	PIPE MOUNT	Mid-Mount	Proposed
CAMBIUM NETWORKS / PMP 450I	145	180	PIPE MOUNT	Mid-Mount	Proposed
CAMBIUM NETWORKS / PMP 450I	145	300	PIPE MOUNT	Mid-Mount	Proposed

Tower Mounted Equipment

TYPE	MANUFACTURER / MODEL	TME CENTERLINE (ft)	LOCATED ON ANTENNA MOUNT?	MOUNT CLASS	STATUS
BASE STATION	CAMBIUM NETWORKS / PTP 820S	145	Yes		Proposed
BASE STATION	CAMBIUM NETWORKS / PTP 820S	145	Yes		Proposed

Feedlines

TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
POWER	GENERAL CABLE / GCR1452	3/8	145	195	No	Proposed
POWER	GENERAL CABLE / GCR1452	3/8	145	195	No	Proposed
POWER	GENERAL CABLE / GCR1452	3/8	145	195	No	Proposed
POWER	GENERAL CABLE / GCR1452	3/8	145	195	No	Proposed
POWER	GENERAL CABLE / GCR1452	3/8	145	195	No	Proposed
POWER	GENERAL CABLE / GCR1452	3/8	145	195	No	Proposed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CClv" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.

ANTENNA SUMMARY NEW HAMPSHIRE DOT							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ASMD	MANUFACTURER	MODEL	ANTEN #
1	0	1	0	0	CONSCOPE	WHPZ-117-2H4.A	145
2	0	2	0	0	CABLE NETWORKS	PM 601	145

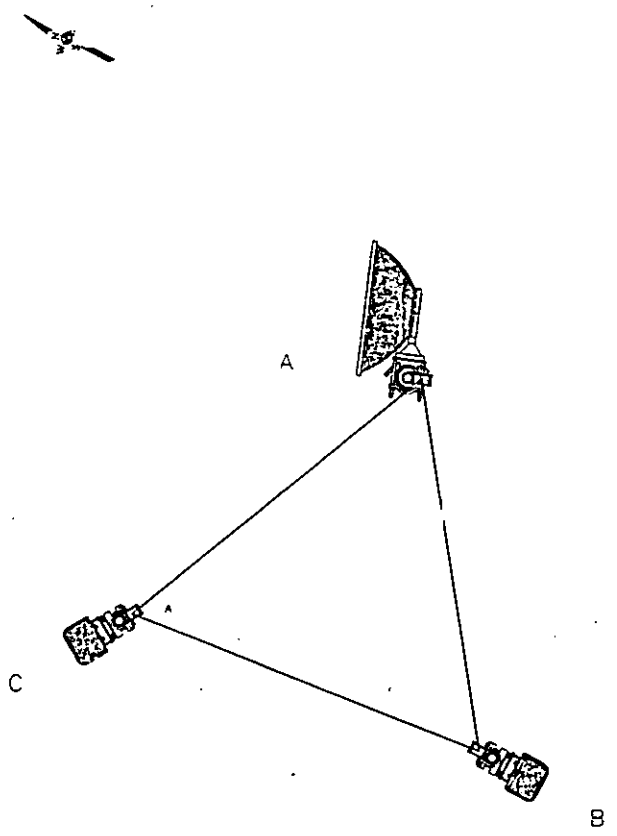
TME SUMMARY NEW HAMPSHIRE DOT							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ASMD	MANUFACTURER	MODEL	TYPE
2	0	2	0	0	CABLE NETWORKS	PM 605	INSTR

FEEDLINE SUMMARY NEW HAMPSHIRE DOT							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ASMD	MANUFACTURER	MODEL	SIZE
6	0	6	0	0	GENERAL CABLE	DOT142	3/8

ORIENT	CUSTOMER	€	STATUS	ANTENNA			FEEDLINE		TME			
				MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG
A	NEW HAMPSHIRE DOT	145	PROPOSED	CONSCOPE	WHPZ-117-2H4.A	335	2	3/8	2	INSTR	CABLE NETWORKS	PM 605
B	NEW HAMPSHIRE DOT	145	PROPOSED	CABLE NETWORKS	PM 605	189	2	3/8	0			
C	NEW HAMPSHIRE DOT	145	PROPOSED	CABLE NETWORKS	PM 601	300	2	3/8	2			

OPERATING LEGAL ENTITY: NEW HAMPSHIRE DEPT OF TRANSPORTATION

CROWN CASTLE
CROWN REGION ADDRESS
USA



BUSINESS UNIT: 878777 TOWER ID: A LEVEL: 145

LEVEL DRAWING | MOUNT: PM 601-1 EQUIPMENT CENTERLINES ARE ABOVE STEEL LEVEL (ASL) UNLESS OTHERWISE NOTED | SEE TOWER ELEVATION FOR REFERENCE

NO	DATE	DESCRIPTION
1	8/2/2019	ISSUED FOR PERMIT UNDER 728.0010

DRAWN/CHECKED BY VEZCAD
DRAWING DATE: 8/2/2019

SITE NUMBER:
SITE NAME:
SITE ADDRESS:
CELL 133 NASHUA EVERETT TPK.
BUSINESS UNIT NUMBER:
878777
SITE ADDRESS:
39 ORCHARD AVE
NASHUA, NH 03061
HILLSBOROUGH COUNTY
NH

DRAWING NOTES
1. THESE DRAWINGS ARE FOR REFERENCE ONLY. NOT FOR CONSTRUCTION OR DESIGN.
SHEET TITLE: 145 FT PROPOSED LE
SHEET NUMBER: A1-145

REV: 19
APP ID: 416636
PROJECT UPGRADE: 17/17/2013



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
JDE Business Unit: 878777
License Identifier: 615127
Type of Site: Crown Site

EXHIBIT C to Tower Site License Agreement

LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

See Attached

TT: E 1532037

Prepared by: S. Price / L. Connors

Prepared on: 4/26/2018

Revised on: 4/20/2020

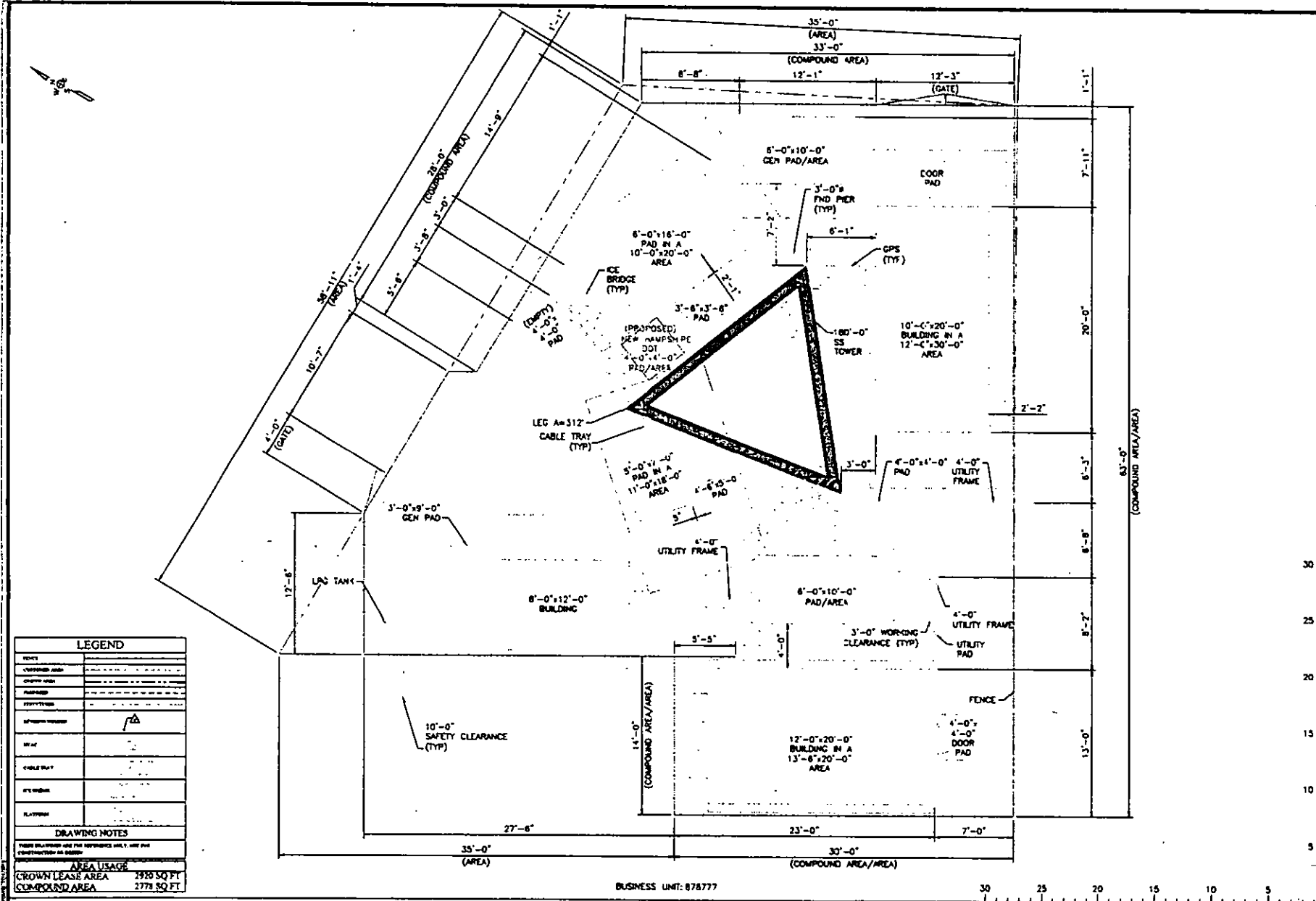
CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 19

LRF Rev #: 9



CROWN REGION ADDRESS
USA



LEGEND	
NOTE	
COMPASS AREA	
COMPASS AREA	
PROPERTY	
PROPERTY	
PROPERTY	
PROPERTY	
PROPERTY	
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PROPERTY	
PROPERTY	
DRAWING NOTES	
THESE DIMENSIONS ARE FOR REFERENCE ONLY. USE THE DIMENSIONS ON DRAWING.	
AREA USAGE	
CROWN LEASE AREA	2920 SQ FT
COMPOUND AREA	2778 SQ FT

SITE PLAN

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
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36			

DRAWN BY: KMA
CHECKED BY: PS
DRAWING DATE: 24/01/08

SITE NUMBER:
SITE NAME:
CELL: 153 NASHUA EVERETT TPK.
BUSINESS UNIT NUMBER:
478777
SITE ADDRESS:
39 ORCHARD AVE.
NASHUA, NH 03061
HILLSBOROUGH COUNTY
USA
SHEET TITLE:
SITE PLAN
SHEET NUMBER:

BUSINESS UNIT: 878777

SCALE: 1/4" = 1'-0"
1
A-2



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: CELL 153 NASHUA EVERETT TPK.,
JDE Business Unit: 878777
License Identifier: 615127
Type of Site: Crown Site

EXHIBIT D to Tower Site License Agreement

PRIME LEASE OR DEED

See Attached

TT: E 1532037

Prepared by: S. Price / L. Connors

Prepared on: 4/26/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 19

LRF Rev #: 9

SECOND AMENDMENT TO PCS SITE AGREEMENT

THIS SECOND AMENDMENT TO PCS SITE AGREEMENT ("Amendment"), is made effective as of the Effective Date (as defined herein) by and between MW CELL REIT 1 LLC, a Delaware limited liability company, having a mailing address of 11900 W. Olympic Boulevard, Suite 400, Los Angeles, California 90064 ("MW Cell"), and STC FIVE LLC, a Delaware limited liability company ("Tenant"), successor in interest to the original tenant, Sprint Spectrum L.P. ("Sprint"), a Delaware limited partnership, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH

WHEREAS, Pennichuck Water Works, Inc., a New Hampshire corporation ("PWW"), and Sprint entered into that certain PCS Site Agreement dated August 15, 1996, as amended by that certain First Amendment to PCS Site Agreement dated January 30, 2004 (collectively, the "Agreement"), whereby PWW conveyed a lease to Sprint for a portion of land consisting of approximately 2,920 square feet in Nashua, Hillsborough County, New Hampshire together with access and utility easements thereto (the "Site"), as more particularly described in the Agreement; and

WHEREAS, PWW, subsequent to the date of the Agreement, entered into an agreement with Wireless Capital Partners, LLC ("WCP") in the form of a loan or Purchase and Sale Agreement pursuant to which the PWW assigned to WCP all rights contained in the Agreement and WCP subsequently transferred its interest in the Agreement to MW Cell; and

WHEREAS, the Agreement had an initial term that commenced on August 15, 1996 and terminated on August 14, 2001 ("Initial Term"). The Agreement provides for four (4) automatic renewal terms of five (5) years each ("Renewal Terms"), with the final Renewal Term terminating on August 14, 2021 (the "Original Term"); and

WHEREAS, MW Cell and Tenant now desire to amend the Agreement to, among other things, provide for additional renewal terms beyond the Original Term.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MW Cell and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings subscribed to them in the Agreement. All references to "Sprint Spectrum" in the Agreement are hereby deleted and inserted thereof as "Tenant".

2. Initial Term Commencement Date. The parties hereby ratify and affirm that the commencement date for the Initial Term of the Agreement was August 15, 1996.

Site Name: Cell 153 Nashua Everett TPK.
BU#: 878777

By: (Initials) XS Date 12/15/09 Doc Type I
BUN: 878777 Lease/Lic 145605

3. Paragraph 2 Amendment. Paragraph 2 of the Agreement is hereby amended by deleting the current text and inserting in lieu thereof the following:

“The term of this Agreement (the “Initial Term”) is five (5) years commencing on the date (“Commencement Date”) Tenant signs this Agreement. This Agreement will be automatically renewed for ten (10) additional terms (each a “Renewal Term”), with the first (1st) Renewal Term through the ninth (9th) Renewal Term continuing for five (5) years each, and the tenth (10th) Renewal Term continuing for ten (10) months, and seventeen (17) days, unless Tenant provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, provided, however, that at the time of commencement of any Renewal Term Tenant shall not be in default under this Agreement. The Initial Term and any Renewal Term shall be collectively referred to herein as the ‘Lease Term.’”

The parties acknowledge that pursuant to this Amendment the Lease Term exceeds the Original Term by twenty-five (25) years, ten (10) months, and seventeen (17) days and that the final Renewal Term will expire on July 1, 2047.

4. Paragraph 5 Amendment. Paragraph 5 of the Agreement is hereby amended by deleting the current text and inserting the following:

“Assignment/Subletting. Tenant shall not assign or transfer this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned, except Tenant may assign or transfer this Agreement to an entity that is a parent, subsidiary or majority owned affiliate of Tenant, conditioned on Tenant providing notice to Owner within thirty (30) days of such assignment or transfer. Notwithstanding the foregoing, Tenant may, in its sole discretion and without Owner’s consent, sublease or license the use of all or any portion of the Site conditioned on Tenant providing notice to Owner of the sublease or license which details the identity of the sublessee or licensee and the term (duration) of the agreement within thirty (30) days of such sublease or license.”

5. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Amendment is hereby amended to be consistent.

6. Headings. The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

7. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By: *Lisa A. Sedgwick*
Name: Lisa A. Sedgwick
Title: RET Manager
Date: 11.19.2009

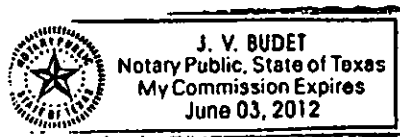
THE STATE OF Texas :
 : ss
COUNTY OF Harris :

On this 19th day of NOVEMBER, 2009, before me personally appeared Lisa A. Sedgwick RET Manager of GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, the Attorney-in-Fact of STC FIVE LLC, a Delaware limited liability company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entities for the uses and purposes therein mentioned.

J. V. Budet
Signature of Notary Public

J. V. BUDET
Printed Name of Notary Public:

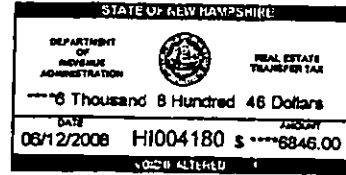
My Commission Expires: JUNE 3, 2012 [Seal]



Return To:

Chicago Title Ins. Co.
1750 Elm St, Suite 102
Manchester, NH 03104

Doc # 8030227 Jun 12, 2008 9:50 AM
Book 7991 Page 0841 Page 1 of 6
Registrar of Deeds, Hillsborough County
Judith A. MacDonald



~~PREPARED BY AND
WHEN RECORDED RETURN TO:~~

WIRELESS CAPITAL PARTNERS, LLC
11900 West Olympic Boulevard, Suite 400
Los Angeles, California 90064
Attn: Title Dept.
WCP #69376

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of December 21, 2007 between Wireless Capital Partners, LLC, a Delaware limited liability company ("Assignor"); whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064, and MW Cell REIT 1 LLC, a Delaware limited liability company ("Assignee"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064.

1. Assignor and Pennichuck Water Works, Inc., as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated 6/15/2007 (the "Agreement"), a memorandum of which was recorded in Hillsborough County, NH on 6/25/2007 in/as 7041515, relating to an interest in the real property described on attached Schedule A. Pursuant to an Assignment dated 6/26/2007, a memorandum of which was recorded in Hillsborough County, NH on 8/24/2007 in/as 7056178, Assignor transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company ("WCPWLS").

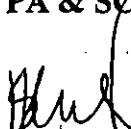
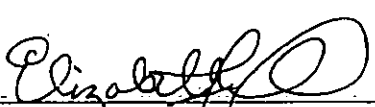

2. Pursuant to an Assignment dated December 21, 2007 (the "Assignment"): (i) Assignor has transferred and assigned, and in confirmation thereof hereby transfers and assigns, all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee; and (ii) Assignee has assumed all liabilities of Assignor under the Agreement which accrue or relate to the period from and after the date hereof.

3. Assignor executes this Memorandum to provide constructive notice of the existence of the Assignment, and of Assignee's rights and obligations under the Assignment.

4. The terms and conditions of the Assignment are incorporated herein by reference as if set forth herein in full.

[Signature page follows]

In witness whereof, the undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

<p>Witness #1 as to land in CT, DE, FL, GA, LA, PA & SC and all other states:</p> <p></p> <p>Name: <u>Holly Schilz</u></p> <p>Witness #2 as to land in CT, DE, FL, GA, LA, PA & SC:</p> <p></p> <p>Name: <u>Elizabeth Lawwill</u></p> <p>Notary Public as to land in GA & LA:</p> <p>Name: _____</p> <p>Title: Notary Public</p>	<p><u>ASSIGNOR:</u></p> <p>WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company</p> <p>By: </p> <p>Name: Keith Drucker</p> <p>Title: Authorized Officer</p>
---	---

[Acknowledgment follows]

County of Los Angeles, State of California:

Multi-State LLC (by Individual) Acknowledgment:

On December 2 2007, before me, the undersigned officer, personally appeared Keith Drucker, who acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Authorized Officer of the foregoing limited liability company (hereinafter, the "LLC"); and that as such officer, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said LLC. Witness my hand and official seal.

Supplemental Acknowledgment pursuant to Uniform Acknowledgment Act and also prescribed form of CA Acknowledgment:

On December 2, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Drucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.

Notary Public



Recorded by:

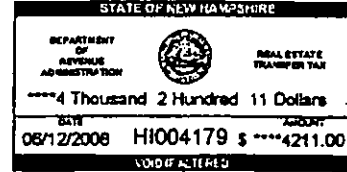
Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

Return to:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

Return to:
Chicago Title Ins. Co.
1750 Elm St, Suite 102
Manchester, NH 03104

Doc # 8030226 Jun 12, 2008 9:49 AM
Book 7991 Page 0835 Page 1 of 6
Registrar of Deeds, Hillsborough County
Judith A. MacDonald



~~PREPARED BY AND~~
~~WHEN RECORDED RETURN TO:~~

WIRELESS CAPITAL PARTNERS, LLC
11900 West Olympic Boulevard, Suite 400
Los Angeles, California 90064
Attn: Title Dept.
WCP #69376

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of December 21, 2007 between WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company, whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064 ("Assignor"), and Wireless Capital Partners, LLC, a Delaware limited liability company ("WCP"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064.

1. WCP and Pennichuck Water Works, Inc., as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated 6/15/2007 (the "Agreement"), a memorandum of which was recorded in Hillsborough County, NH on 6/25/2007 in/as 7041515, relating to an interest in the real property described on attached Schedule A. Pursuant to an Assignment dated 6/26/2007, a memorandum of which was recorded in Hillsborough County, NH on 8/24/2007 in/as 7056178, WCP transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignor.


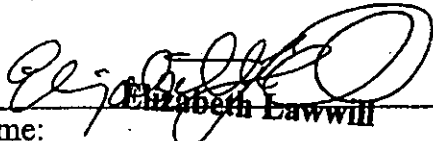
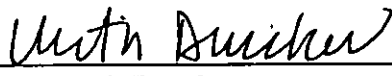
2. Pursuant to an Assignment dated December 21, 2007 (the "Assignment"), Assignor has transferred and assigned, and in confirmation thereof hereby transfers and assigns, all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to WCP.

3. Assignor executes this Memorandum to provide constructive notice of the existence of the Assignment, and of WCP's rights and obligations under the Assignment.

4. The terms and conditions of the Assignment are incorporated herein by reference as if set forth herein in full.

[Signature page follows]

In witness whereof, the undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

<p>Witness #1 as to land in CT, DE, FL, GA, LA, PA & SC and all other states:</p> <p> Name: <u>Jennifer Matkins</u></p> <p>Witness #2 as to land in CT, DE, FL, GA, LA, PA & SC:</p> <p> Name: <u>Elizabeth Lawwill</u></p> <p>Notary Public as to land in GA & LA:</p> <p>_____ Name: _____ Title: Notary Public</p>	<p><u>ASSIGNOR:</u></p> <p>WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company</p> <p>By:  Name: Keith Drucker Title: Authorized Officer</p>
--	---

[Acknowledgment follows]

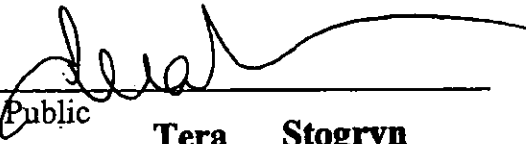
County of Los Angeles, State of California:

Multi-State LLC (by Individual) Acknowledgment:

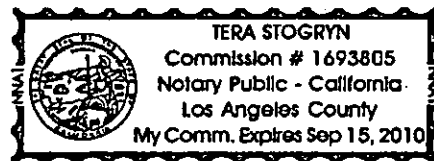
On _____, 2007, before me, the undersigned officer, personally appeared Keith Drucker, who acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Authorized Officer of the foregoing limited liability company (hereinafter, the "LLC"); and that as such officer, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said LLC. Witness my hand and official seal.

Supplemental Acknowledgment pursuant to Uniform Acknowledgment Act and also prescribed form of CA Acknowledgment:

On _____, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Drucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.



Notary Public **Tera Stogryn**



SCHEDULE A
Legal Description

A leasehold interest in a certain parcel of land, situated in the City of Nashua, County of Hillsborough, State of New Hampshire, shown as the "Existing Warner Cable Communication Lease Area" ("Lease Area") on Plan entitled "Discontinuance, Consolidation and Subdivision Plan, Clement Street, Nashua, New Hampshire, Record Owner: Rivier College and Pennichuck Water Works, Inc., prepared for Pennichuck Water Works, Inc., dated January 14, 1992 and recorded as Plan No. 25809.

Together with an easement of access from Orchard Avenue to Lease Area.

**ORIGINAL NOT SUITABLE FOR
PROPER REPRODUCTION**

Recorded by:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

Return to:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

7056178

2007 AUG 24 AM 10: 56

THIS DOCUMENT WAS PREPARED BY:
WCP WIRELESS LEASE SUBSIDIARY, LLC
11900 Olympic Boulevard, Suite 400
Los Angeles, CA 90064
Attn: Service Manager

AFTER RECORDING RETURN TO:
NORTH AMERICAN TITLE
2200 Post Oak Blvd., Suite 100
Houston, TX 77056
Attn: Tania Baez *FedEx*
WCP #: 69376 (colo 69386,69387,69393,69385,19009,18944)

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2
50

DOCUMENT TITLE: MEMORANDUM OF ASSIGNMENT

GRANTOR/LESSOR: WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company

GRANTEE/LESSEE: WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company

PROPERTY ADDRESS: 39 Orchard Ave, Nashua , NH 03060

BK 7892PG0934

PREPARED BY AND
WHEN RECORDED RETURN TO:

WCP WIRELESS LEASE SUBSIDIARY, LLC
11900 W Olympic Blvd, Ste 400
Los Angeles, CA 90064
Attn: Title Dept.
WCP #69376 (colo 69386, 69387, 69393, 69385, 19009, 18944)

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of JUN 26, 2007 between Wireless Capital Partners, LLC, a Delaware limited liability company ("Assignor"), and WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company ("Assignee").

1. Assignor and Pennichuck Water Works, Inc., a New Hampshire corporation, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated June 15, 2007 (the "Agreement"), a memorandum of which was recorded on approximately JUN 19, 2007, in the form attached hereto as Exhibit "A", in the office of the county recording office of Hillsborough County, State of NH.
*Recorded June 25, 2007, Doc. No. 7041515, BK 7865, Pg. 1029.

2. Pursuant to a Master Purchase and Sale Agreement ("Master Agreement") dated June 30, 2006 and an Assignment dated JUN 26, 2007 (the "Assignment"), Assignor has sold, transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Master Agreement and the Assignment, and of Assignee's rights thereunder.

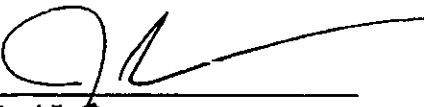
3. The terms and conditions of the Master Agreement and the Assignment are incorporated herein by reference as if set forth herein in full. Copies of the Master Agreement, the Assignment and the Agreement are maintained by Assignee at its offices set forth above.

BK 7892 PG 0935

IN WITNESS WHEREOF, this Memorandum of Assignment has been signed and delivered as of JUN 26, 2007.

ASSIGNOR:

WIRELESS CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Joni LeSage
Title: Treasurer

ASSIGNEE:

**WCP WIRELESS LEASE
SUBSIDIARY, LLC, a Delaware
limited liability company**

By: 
Name: Joni LeSage
Title: Authorized Signatory

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } SS.

On 06/15/2007 before me, Michael Garcia, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Michael Garcia
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

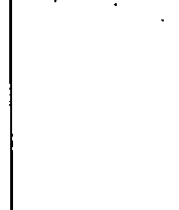
Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



BK 7892PG0937

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } SS.

On 06/15/2007 before me, Michael Garcia, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Joni LeSage
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Michael Garcia
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

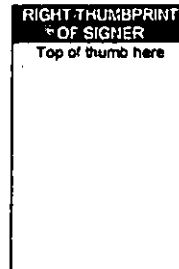
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



BK 7892PG0938

EXHIBIT "A"

PREPARED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
11900 W Olympic Blvd, Ste 400
Los Angeles, CA 90064
Attn: Title Dept.
WCP#: 69376 (colo 69386, 69387, 69393, 69385, 19009, 18944)

MEMORANDUM OF PURCHASE AND SALE OF LEASE
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of JUNE 15, 2007 between PENNICHUCK WATER WORKS, INC., a New Hampshire corporation ("Seller"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Seller, as lessor, and STC Five, LLC, a Delaware limited liability company, as successor in interest to Sprint Spectrum, LP, as lessee ("Tenant"), are parties to that certain lease dated as of August 15, 1996, a memorandum recorded in Book 5745, Page 1347, Hillsborough County Registry, NH, as amended or supplemented by that certain amendment dated as of January 30, 2004 (the "Lease"), with respect to the premises described on Schedule A attached hereto (the "Premises").

B. Seller and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Seller has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.


For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Seller has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about August 14, 2011 and contains two (2) option(s) to renew or extend the term for an additional period of five (5) years each. Seller has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and shall continue until WCP and/or the Tenant ceases to use the Premises for the purposes of transmission and reception of wireless communication signals for a period of more than one year. Seller has retained all of Seller's obligations and liabilities under the Lease.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

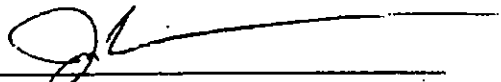
SELLER:

PENNICHUCK WATER WORKS, INC., a
New Hampshire corporation

By: 
Name: Donald L. Ware
Title: President

WCP:

WIRELESS CAPITAL PARTNERS, LLC, a
Delaware limited liability company

By: 
Name: Joni LeSage
Title: Treasurer

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]

ALL-PURPOSE ACKNOWLEDGMENT

State of New Hampshire }
County of Hillsborough } ss.

On June 6, 2007 before me, Morgan A. Hollis, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Donald L. Ware
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



Place Notary Seal Above

to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

My commission Expires: _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



BK7892PG0941

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } SS.

On 06/15/2007 before me, Michael Garcia, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

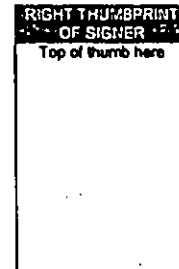
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



BK7892PG0942

SCHEDULE A

LEGAL DESCRIPTION
AND
LEASE DESCRIPTION

That certain Lease Agreement dated August 15, 1996, by and between Pennichuck Water Works, Inc., whose address is PO Box 1947, Merrimack, NH 03054 ("Landlord") and STC Five, LLC, as successor in interest to Sprint Spectrum, LP ("Tenant"), whose address is c/o Global Signal Acquisitions II, 301 N Cattlemen Rd, Sarasota, FL 34232, for the property located at 39 Orchard Ave, Nashua, NH 03060 for which a memorandum is duly recorded in Book 5745, Page 1347 of the Hillsborough County Registry.

The Legal Description follows on the next page:

BK 7892 PG 0943

LEGAL DESCRIPTION

A leasehold interest in a certain parcel of land, situated in the City of Nashua, County of Hillsborough, State of New Hampshire, shown as the "Existing Warner Cable Communication Lease Area" ("Lease Area") on Plan entitled "Discontinuance, Consolidation and Subdivision Plan, Clement Street, Nashua, New Hampshire, Record Owner: Rivier College and Pennichuck Water Works, Inc., prepared for Pennichuck Water Works, Inc., dated January 14, 1992 and recorded as Plan No. 25809.

Together with an easement of access from Orchard Avenue to Lease Area.

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BASIC INFORMATION

Market: New Hampshire

WCP Number: 69376 (also 69386, 69387, 69393, 69385, 19009, 18944)

Site Name: Nashua Everett TPK Exit 3/NM03XC053

Seller: Pennichuck Water Works, Inc.

Site Address: 39 Orchard Ave, Nashua, NH 03060

Purchase Price:

**PURCHASE AND SALE OF LEASE AND
SUCCESSOR LEASE**

(Lease)

This Purchase and Sale of Lease and Successor Lease (this "Agreement") is made as of JUNE 15, 2007 by and between WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP"), and the person identified as Seller on the signature page hereof ("Seller").

Seller, a New Hampshire corporation, as lessor, and STC Five, LLC, a Delaware limited liability company, as successor in interest to Sprint Spectrum, LP, as lessee ("Tenant"), are parties to that certain lease, a copy of which is attached hereto as Exhibit A (the "Lease") with respect to the premises therein described (the "Premises"). For the purposes of this Agreement, the term "Premises" shall include Seller's right, title and interest in and to any tower, equipment and other personal property located on the Premises. If there is more than one Tenant, Lease and/or Premises, then each covenant, representation and warranty made or given herein by Seller with respect to "Tenant", the "Lease" or the "Premises" shall be and hereby is deemed made and given with respect to each of them, individually, and all of them, collectively.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Closing Date.

The closing on the sale and assignment of rights contemplated herein shall occur on a mutually agreeable date ("Effective Date"), but no later than thirty (30) days from the date hereof.

2. Purchase Price.

On the Effective Date, WCP shall pay to Seller, in consideration for the rights and interests granted by Seller to WCP herein, a one-time lump-sum amount equal to the "Purchase Price" set forth in the box entitled

"Basic Information" above. Seller shall not be entitled to any other compensation, fees, commissions, reimbursements, contributions or other payments under this Agreement or otherwise in connection with the sale or assignment of rights under the Lease, the performance of Seller's other obligations under this Agreement or under any other documents executed in connection herewith, except as provided for in Paragraph 25 herein.

3. Assignment of Lease.

(a) Effective upon the Effective Date, Seller shall and hereby does sell, assign, set over, convey and transfer to WCP all of Seller's right, title and interest in and to the Lease for and with respect to the period commencing on the Effective Date and continuing in perpetuity until such time as WCP and/or the Tenant cease to use the Premises for the purposes of transmission and reception of wireless communication signals for a period or more than one (1) year ("Termination Date"). Without limiting the generality of the foregoing, WCP shall have the sole and exclusive right to (i) receive and collect all rent, income, charges, interest, penalties, fees and other revenue payable by or on behalf of Tenant to Seller under the Lease, or, otherwise with respect to the occupancy, use or enjoyment of the Premises, whether described as base rent, holdover rent, including co-location rent or otherwise (collectively, "Rent"), including without limitation any Monthly Rent Payment (as defined herein) payable with respect to the period prior to the Termination Date (provided that payments in respect of real property taxes and assessments shall, to the extent payable to the lessor under the Lease, be paid by Tenant to Seller); (ii) enforce all of the lessor's rights and remedies under the Lease and applicable law at such time, in such manner and in such order or combination as WCP deems appropriate in WCP's sole and absolute discretion; (iii) commence, defend and compromise any action or proceeding relating to Tenant's obligations under the Lease and to retain and direct counsel of its choosing in any such action or proceeding; (iv) file, pursue, defend and compromise any claim or adversary proceeding in any bankruptcy, insolvency or similar proceeding relating to Tenant's obligations under the Lease; (v) accept or decline a surrender or abandonment of the Premises by Tenant; (vi) continue the Lease in effect after Tenant's breach, or waive performance by Tenant of any covenant of the Lease; (vii) terminate, revoke or cancel the Lease for any reason permitted under the Lease or under applicable law; (viii) extend or renew the term of the Lease from time to time (but not beyond the Termination Date), or decline to do so; (ix) collect and receive any holdover rent, (x) terminate any holdover tenancy; (xi) determine or re-determine the expiration date or termination date of the Lease to the extent allowable under the Lease; (xii) grant or withhold consent to any assignment or sublease by Tenant under the Lease; and (xiii) take any other action which the

lessor is permitted to take under the Lease or under applicable law with respect to Tenant's obligations under the Lease or tenancy of the Premises. From and after the Effective Date, Seller shall not, other than to the extent required herein or requested in writing by WCP, exercise or enjoy any of the rights or remedies of lessor under the Lease.

(b) Nothing contained herein, and no action or forbearance on the part of WCP, shall constitute or be construed as an assumption by WCP of any obligation or liability of Seller under the Lease or in respect of the Premises, whether arising or accruing prior to, on or after the Effective Date. Without limiting the generality of the foregoing, neither the collection of Rent by WCP, the enforcement of the lessor's rights and remedies under the Lease nor the taking of any action which the lessor is permitted to take under the Lease, or any combination of the foregoing, shall constitute or be construed as an assumption by WCP of any obligation or liability of Seller under the Lease or in respect of the Premises. Seller and WCP agree that Seller shall retain possession and control of all security deposits, if any, and WCP shall have no obligation with respect to any such security deposit or other security. WCP shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any Person (as defined below) in, on, under or about the Premises.

(c) The foregoing sale and assignment is a present, absolute, unconditional and irrevocable sale and assignment.

4. Seller's Obligations With Respect to Leases.

Seller shall (a) fully, faithfully and timely perform its covenant to ensure Tenant quiet enjoyment of the premises under the Lease; (b) not suffer or allow any breach, default or event of default by the lessor to occur thereunder; (c) not take any action for the purpose, or with the effect, of inducing or causing Tenant to exercise, or not to exercise, a right to renew or extend the Lease; and (d) not perform or discharge any obligation or liability of lessor under the Lease, or fail to do so, in a manner that would (i) hinder, delay or otherwise adversely affect WCP's receipt and collection of Rent or the exercise by WCP of any of its other rights and remedies under the Lease; (ii) give rise to any offset or deduction by Tenant, or the withholding by Tenant of Rent for any cause or reason whatsoever, or the assertion of any such right by Tenant. By way of illustration and not limitation, Seller shall not threaten or commence any unwarranted action or proceeding against Tenant with respect to Tenant's obligations under the Lease or file or pursue any unwarranted claim or adversary proceeding against Tenant in any bankruptcy, insolvency or similar

proceeding with respect to Tenant's obligations under the Lease. Seller shall not, without the prior written consent of WCP, (i) amend or modify the Lease in any respect, or (ii) exercise, or purport or threaten to exercise, any of the rights granted by Seller to WCP hereunder.

5. Cooperation by Seller.

From time to time hereafter, (i) each party hereto shall promptly furnish to the other such information (including documents and records in its possession, custody or control) regarding the Lease, the Premises and Tenant as the other reasonably requests; (ii) Seller shall provide access to the Premises (to the extent not prohibited by the Lease) for the purpose of WCP's inspection of the Premises and improvements thereon, and such other purposes as WCP reasonably deems appropriate. Each party hereto shall deliver to the other a copy of any written communication that it delivers to Tenant at the same time and in the same manner that such communication is delivered to Tenant. Each party hereto shall promptly deliver to the other a copy of any written communication that it receives from Tenant or any other person relating to the Lease or the Premises. Each party hereto shall keep the other reasonably informed of any other communications between it and Tenant, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease or the Premises.

6. Removal/Restoration.

If WCP so elects, all antennas, telecommunications equipment, alterations and other improvements made to or brought to the Premises (collectively, the "Improvements") by Tenant shall become and/or remain Tenant's personal property irrespective of whether all or any portion thereof is deemed to be real property under applicable law. Seller waives any rights it may have, including rights it may have in its capacity as original lessor under the Lease or lessor under the Successor Lease (as defined below) to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Improvements or any portion thereof.

7. Notice to Tenant.

On or prior to the Effective Date, Seller shall execute and furnish to WCP a notice (the "Tenant Notification Letter") in the form of Exhibit B attached hereto. Within three calendar days of the Effective Date, Seller shall deliver an original or copy of the Tenant Notification Letter to Tenant. Seller shall be responsible for taking such other action as is necessary or appropriate to give Tenant actual notice of the sale and assignment of the Lease, and to cause Tenant to commence payment and delivery of Rent directly to WCP. WCP may elect also

to deliver an original or copy of the Tenant Notification Letter to Tenant at such time or times after the Effective Date that WCP deems appropriate. After the Effective Date, Seller shall notify WCP by facsimile transmission within 1 business day of Seller's receipt of any payment in respect of Rent, and Seller shall forward such payment to WCP within 3 business days (a) by reputable overnight courier service which provides package tracking services (if such payment was received by Seller by check or other negotiable instrument, provided Seller shall endorse such negotiable instrument in favor of WCP prior to forwarding it to WCP) or (b) by wire transfer (if such payment was received by Seller in any other form). If Seller willfully fails or refuses to forward any such payment to WCP within the time and in the manner provided herein, then, in addition to its other rights and remedies hereunder, WCP shall be entitled to receive a processing fee equal to the greater of (a) and (b) of such payment.

8. Impositions.

Seller shall pay and perform in a timely manner all mortgages that are liens against the Premises, if any. Seller shall pay or cause to be paid, prior to delinquency, all taxes, charges and other obligations ("Impositions") that are or could become liens against the Premises, whether existing as of the date hereof or hereafter created or imposed, and WCP shall have no obligation or liability therefor. Without limiting the generality of the foregoing, except to the extent taxes and assessments are the obligation of Tenant under the Lease, Seller shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Premises, or imposed in connection with the execution, delivery, performance or recordation of this Agreement, including without limitation any sales, income, documentary or other transfer taxes.

9. WCP's Remedies.

(a) If any Imposition, or any installment thereof, is not paid within the time hereinabove specified, and if such Imposition is or could become senior in right of payment or foreclosure to this Agreement, then WCP shall have the right, but not the obligation, from time to time and at any time, in addition to its other rights under this Agreement and applicable law, to pay and/or discharge such Imposition, together with any penalty and interest thereon, and Seller shall reimburse WCP therefor immediately upon receipt of notice of payment by WCP thereof.

(b) If WCP determines in its reasonable discretion that Seller has failed, after reasonable notice and opportunity, to perform any covenant, obligation or duty which Seller is bound to perform under the Lease, the Successor Lease or any other agreement or applicable law relating

to the Lease, the Successor Lease (as defined below) or the Premises, then WCP shall have the right, but not the obligation, from time to time and at any time, to perform such covenant, obligation or duty, and Seller shall, within 30 days of receipt of an invoice therefor, reimburse WCP for all costs and expenses incurred by WCP in connection therewith.

(c) In addition to its other rights and remedies under this Agreement and applicable law, WCP may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being acknowledged by Seller that money damages may not be an adequate remedy for the harm caused to WCP by a breach or default by Seller under this Agreement, and Seller waives the posting of a bond in connection therewith.

10. Successor Lease.

(a) Upon the expiration of the term of the Lease (including without limitation any expiration resulting from an election by Tenant not to exercise a right to renew or extend the Lease or the failure, whether inadvertent or otherwise, to exercise any such right) or upon the termination of the Lease for any reason (including without limitation any termination resulting from (x) a default or breach by Tenant, (y) a rejection or deemed rejection of the Lease in bankruptcy), Seller shall and hereby does irrevocably lease (the "Successor Lease") the Premises to WCP, for a term commencing upon the expiration or termination of the Lease and ending upon the Termination Date, upon terms and conditions which are identical to those in the Lease, provided however, that (i) WCP shall be named as replacement tenant in the place and stead of Tenant; (ii) the term shall be as stated in the preceding clause; (iii) WCP shall have no obligation to pay Rent of any kind or nature to Seller during, for or with respect to any period prior to the Termination Date, it being understood that part of the Purchase Price is prepayment in full for the lease rights provided in this Section; (iv) such lease shall be freely assignable or subleaseable by WCP, in whole or in part, on such terms and conditions as WCP deems appropriate, and WCP shall be entitled to the proceeds and rent therefrom which proceeds and rent shall be included in Rent; (v) WCP shall have no obligation to cure any defaults of Tenant under the Lease; (vi) WCP shall have access upon the same terms as any easement or license then or previously benefiting Tenant; (vii) WCP shall have the right to vacate the Premises at any time or from time to time without terminating the Lease (unless the Premises cease to be used by WCP or the Tenant for the purposes of transmission and reception of wireless communications signals for a period of more than one year; at which time, the Lease shall be terminated and this Agreement shall terminate as set

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forth in Section 3 herein); and (viii) WCP shall have the right to surrender the Premises and terminate all of its obligations theretofore or thereafter arising under such a replacement lease by executing and delivering and/or recording a quitclaim therefor at any time, which quitclaim shall be effective as of the date stated therein.

(b) Upon written request of WCP, WCP and Seller shall promptly and in good faith negotiate, execute and deliver such a new agreement evidencing such lease. Prior to the execution and delivery of such a lease, this Agreement shall constitute good and sufficient evidence of the existence of such agreement, and WCP shall have the immediate right to the possession, use and enjoyment of the Premises following the expiration or termination of the Lease regardless whether such a lease is then being negotiated or has yet been executed or delivered. As between Seller and WCP, WCP shall have the right, but not the obligation, to use and enjoy any improvements or equipment installed or constructed by Tenant upon the Premises. The rights granted to WCP in this Section are presently vested, irrevocable property interests.

11. Representations.

Seller hereby represents and warrants to WCP, as of the date hereof, that:

(a) The Lease, this Agreement and all other documents executed by Seller in connection therewith constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their terms.

(b) The execution, delivery and performance by Seller of the Lease, this Agreement and such other documents do not and will not violate or conflict with any provision of Seller's organizational documents (if Seller is an organization) or of any agreement to which Seller is a party or by which Seller or the Premises is bound and do not and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Seller is subject.

(c) Any permits, licenses, consents, approvals and other authorizations which are necessary or appropriate in connection with Seller's execution, delivery or performance of the Lease, this Agreement and such other documents have been obtained by Seller and are and will remain in full force and effect.

(d) There is no pending or threatened action, suit or proceeding that, if determined against Seller, would adversely affect Seller's ability to enter into the Lease, this Agreement or such other documents or to perform its obligations hereunder or thereunder.

(e) A true, correct, and complete copy of the Lease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Seller or Tenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any) is attached hereto as Exhibit A.

(f) Seller owns 100% of the fee title to the Premises, subject to no lien, encumbrance or exception other than those, if any, disclosed in the preliminary title report referred to on Exhibit C. Seller owns 100% of the lessor's right, title and interest in and to the Lease, subject to no lien, encumbrance or exception other than those, if any, disclosed on the preliminary title report referred to on Exhibit C. Except as disclosed on the preliminary title report referred to on Exhibit C, Seller has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease or the Premises to any other Person.

(g) Other than the Lease, there are no agreements, arrangements or understandings to which Seller is a party or by which Seller is bound, relating to the Lease or to the Premises. The Lease constitutes the legal, valid and binding obligation of Tenant; enforceable against Tenant in accordance with its terms.

(h) The name, address (including individual contact) and facsimile number for giving of notices by Seller to Tenant under the Lease are accurately set forth on Exhibit C attached hereto. Without taking into consideration any right of Tenant to extend or renew the Lease, the Lease expires on the date (the "Expiration Date") set forth on said Exhibit C. Tenant has no right to extend or renew the Lease except as set forth on said Exhibit C.

(i) The sums (each, a "Monthly Rent Payment") payable by Tenant to Seller from and after the date hereof under the Lease in respect of base rent are set forth on Exhibit C attached hereto, together with the date or dates upon which each such Monthly Rent Payment is payable. The Monthly Rent Payment is subject to adjustment or re-calculation only at the time and in the manner, if any, set forth on said Exhibit C. Tenant has no right of offset or deduction, and, except as set forth on said Exhibit C, no period of free or reduced rent, with respect to any Monthly Rent Payment due or payable after the date hereof. Except as set forth on said Exhibit C, Tenant has not paid, and Seller has not collected, any Rent in respect of any period more than 30 calendar days from the date hereof, nor has Seller received any security

deposit, letter of credit, guaranty or other security for Tenant's obligation for payment of Rent.

(j) Seller has not breached or defaulted upon Seller's obligations under the Lease, and no fact or circumstance presently exists which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by Seller under the Lease. To the best of Seller's knowledge, Tenant has not breached or defaulted upon Tenant's obligations under the Lease, and no fact or circumstance presently exists which, with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default by Tenant under the Lease. At no time prior to the date hereof has Seller delivered or received notice of a breach or default by either Seller or Tenant under the Lease or notice of the existence of a fact or circumstance which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by either Seller or Tenant under the Lease. Tenant has not notified Seller of any intention or desire to terminate the Lease or surrender or abandon the Premises. Without limiting the generality of the foregoing, Tenant has not notified Seller of the existence of a fact or circumstance the continuance of which would cause Tenant (or would have a reasonable likelihood of causing Tenant) to terminate the Lease or surrender or abandon the Premises, or to withhold payment of any Rent or fail to extend or renew the Lease.

(k) Tenant's use and enjoyment of the Premises does not depend upon any license or easement (other than licenses and easements that may be granted in the Lease) for access or utility purposes. If Tenant's use and enjoyment of the Premises depends upon any such license or agreement, then Seller hereby assigns all of its right, title and interest in and to such license or agreement to WCP and such license or agreement shall, for the purposes of this Agreement, be deemed to be included in the term "Lease".

12. Memorandum.

On or prior to the Effective Date, Seller shall deliver to WCP two originals of a Memorandum of Purchase and Sale of Lease and Successor Lease in the form of Exhibit D attached hereto (the "Memorandum"), duly executed by Seller and otherwise in recordable form. WCP may record the Memorandum in the real property records of the jurisdictions in which the Premises are located, and in such other place or places as WCP deems appropriate. WCP's interest in the Lease and the Premises are intended to and shall be an interest in real property. Notwithstanding the foregoing, WCP may elect to file in such place or places as WCP deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Seller as debtor and the Lease, the Rent and the proceeds thereof as collateral,

and in the event that WCP's interest in such collateral is later determined to be an interest in personal property rather than in real property, then Seller agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that WCP shall have a perfected security interest in such collateral.

13. Casualty and Eminent Domain.

Seller shall promptly notify WCP of any casualty to the Premises or the exercise of any power of eminent domain, or threat thereof, relating to the Premises, or any portion thereof. WCP shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the lessor's interest under the Lease for the period commencing on the Effective Date and ending on the Termination Date. Seller shall not settle or compromise any insurance claim or condemnation award relating to the Premises except upon 30 days prior written notice to WCP.

14. Further Assurances.

The parties shall, from time to time, upon the written request of the other party, promptly execute and deliver such certificates, instruments and documents and take such other actions as may be appropriate to effectuate or evidence the terms and conditions of this Agreement or to enforce all rights and remedies hereunder or under the Lease. ...

15. Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be served by personal delivery, by facsimile transmission or by Federal Express or another reputable overnight courier service, addressed to the party to be notified. If there is any dispute regarding the actual receipt of notice, the party giving such notice shall bear the burden of providing reasonably satisfactory evidence of such delivery or receipt. For the purposes of the foregoing, the addresses of the parties shall be as set forth below their names on the signature page hereof.

16. Entire Agreement.

This Agreement, and the instruments and agreements referred to herein, constitute the entire agreement between Seller and WCP with respect to the subject matter hereof. Without limiting the generality of the foregoing, Seller acknowledges that it has not received or relied upon any advice of WCP or its representatives regarding the tax effect or attributes of the transactions contemplated hereby.

17. Counterparts.

This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.

18. Amendments, Etc.

This Agreement may be amended, modified or terminated only by a writing signed by the party against whom it is to be enforced. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.

19. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Seller may not assign or otherwise transfer, voluntarily or involuntarily, any of its rights under this Agreement to any person other than to a successor owner of all of Seller's fee title in and to the Premises without WCP's written consent, which WCP shall be entitled to give or withhold in its sole and absolute discretion, and WCP shall not be obligated to recognize any such assignment or transfer unless and until such successor owner delivers an assumption of all of Seller's obligations under this Agreement in writing. WCP may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of WCP's right, title and interest in and to this Agreement, the Lease and/or the documents executed and delivered in connection herewith and therewith without notice to or consent of Seller. Upon request by WCP, Seller shall in writing acknowledge a proposed or completed transfer by WCP and confirm that Seller's consent thereto is not required.

20. No Third Party Beneficiaries.

Nothing express or implied in this Agreement is intended to confer any rights or benefits on any Person other than Seller and WCP, and their permitted successors and assigns.

21. Governing Law.

(A) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PREMISES ARE LOCATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF. THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

(B) EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(C) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF HILLSBOROUGH COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF NEW HAMPSHIRE, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

22. Attorney's Fees.

In any action or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, and of its other expenses, costs and losses, including internal and administrative costs and losses associated with any breach of default. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the lesser of (a) 10% per annum or (b) the highest rate permitted by applicable law.

23. Severability.

If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability, and the remaining provisions shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected thereby in a materially adverse manner with respect to either party.

24. Joint and Several Liability.

Each person or entity constituting Seller shall be jointly and severally liable for all of the obligations of Seller under this Agreement.

25. Future Tenants.

If WCP consents to a sublease or collocation at any time during the term of this Agreement, it shall deliver to Seller an amount equal to _____ of the revenue received from such Tenant. WCP shall provide Seller with a copy of such executed agreement to sublet or collocation in a timely manner.

If Seller enters into a new lease or consents to a sublease or collocation on the Master Premises, Seller shall be entitled to receive _____ of the revenue resulting therefrom, provided however, Seller shall not enter into a new lease or consent to a sublease

or collocation on the Master Premises with Tenant or one of its affiliates.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

SELLER:

PENNICHUCK WATER WORKS, INC., a
New Hampshire corporation

By: Donald K. Ware
Name: Donald K. Ware
Title: President

Address: PO Box 1947
Merrimack, NH 03054
Attn: _____
Fax: _____

WCP:

WIRELESS CAPITAL PARTNERS, LLC, a
Delaware limited liability company

By: Joni LePage
Name: Joni LePage
Title: Treasurer

Address: 11900 W Olympic Blvd, Ste 400
Los Angeles, CA 90064
Attn: Operations Manager
Fax: _____

EXHIBIT C
TO PURCHASE AND SALE OF LEASE

(NOTE TO SELLER: Seller to complete and/or verify)

Tenant Name:	STC Five, LLC
Tenant Address:	c/o Global Signal Acquisitions II LLC 301 N Cattlemen Rd, Sarasota, FL 34232
Tenant Telecopy/Facsimile:	
Expiration Date:	August 14, 2021, (including options to extend)
Tenant's Option or Renewal Rights:	Current term expires on August 14, 2011, with two (2) options to extend at five (5) years each, with a final expiration date of August 14, 2021
Current Monthly Rent Payment:	together with the following co-location rents:
Adjustment or Recalculation of Monthly Rent Payment:	The Rent shall be increased by _____ of the Rent paid for the previous year
Security Deposit:	N/A
Preliminary Title Report:	Commitment No. NAT#14622-07-00137, issued by North American Title Company, dated March 15, 2007

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SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT

THIS SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "*Supplement*"), made as of the Conversion Closing Date (as defined below), by and among, STC FIVE LLC, a Delaware limited liability company ("*Lessor*"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Lessee*"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("*Sprint Collocator*").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Master Lease and Sublease Agreement, dated May 26, 2005 (the "*Agreement*"), by and among Lessor, Lessee, and Global Parent (as defined in the Agreement);

WHEREAS, the parties desire that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement; and

WHEREAS, Lessor is the owner of a leasehold estate or other interest in and to certain real property as more particularly described on Exhibit A attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon (the "*Site*").

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledge by the parties hereto, the parties hereby agree as follows:

1. *Agreement and Defined Terms.*

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement. The parties agree that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement and the Agreement is incorporated herein by reference. In the event of a conflict or inconsistency between the

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terms of the Agreement and this Supplement, the terms of the Agreement shall govern and control.

2. Demise.

Pursuant to and subject to the terms, conditions and reservations in the Agreement, Lessor hereby subleases or otherwise makes available to Lessee, and Lessee hereby subleases and accepts from Sublessor, the Leased Property of the Site. Such Leased Property consists of, among other things, the interest of Lessor in the Land related to the Site, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and the Tower located on the Land.

3. Sprint Collocation Space.

The Sprint Collocator has leased back from Lessee pursuant to the Agreement the Sprint Collocation Space on the Site as more particularly defined and described in the Agreement.

4. Term.

The Term of the lease and sublease as to the Leased Property of the Site pursuant to the Agreement and this Supplement shall commence on May 31, 2005, 2005 (the "*Conversion Closing Date*") and shall terminate or expire on the Site Expiration Date as determined in accordance with the Agreement, but in no event later than May 25, 2037 which is the Site Expiration Outside Date.

5. Rent.

Lessee shall pay to Lessor the Rent in accordance with Section 11 of the Agreement.

6. Leaseback Charge.

Each Sprint Collocator is obligated to pay to Lessee the Sprint Collocation Charge in accordance with Section 11 of the Agreement.

7. Purchase Option.

Lessee shall have an option to purchase the right, title and interest of Lessor in the Site in accordance with Section 36 of the Agreement.

8. Notice.

All notices hereunder shall be deemed validly given if given in accordance with the Agreement.

9. *Governing Law.*

This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

10. *Modifications.*

This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

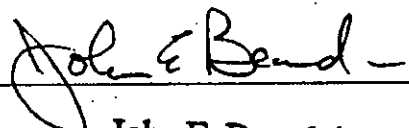
[Remainder of Page Intentionally Left Blank]

BK7561PG1790

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Conversion Closing Date.


LESSOR:

STC FIVE LLC,
a Delaware limited liability company

By: 
Name: John E. Beaudoin
Title: Assistant Vice President

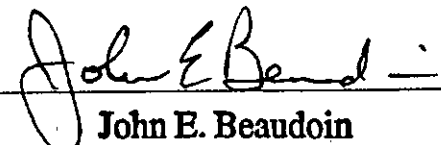
LESSEE:

GLOBAL SIGNAL ACQUISITIONS II L.L.C.,
a Delaware limited liability company

By: 
Name: Keith Drucker
Vice President
Title: Corporate Development

SPRINT COLLOCATOR:

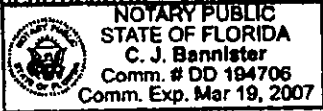
SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 
Name: John E. Beaudoin
Title: Assistant Secretary

LESSEE BLOCK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of August, 2005 by Keith Decker, member (or agent) on behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is personally known to me or has produced _____ as identification.



Signature: [Handwritten Signature]

Name (printed, typed or stamped): _____

BK 7561 PG 1 792

LESSOR BLOCK

State of Kansas }

County of Johnson }

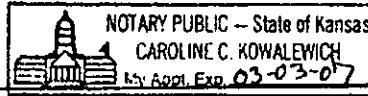
This instrument was acknowledged before me on July 28 2005
by John E. Beaudoin as _____ of STC FIVE LLC.

Assistant Vice President

Caroline C Kowalewich
(signature of notarial officer)

(Seal, if any)

My appointment expires: _____



BK 7561 PG 1793

SPRINT COLLOCATOR BLOCK

State of Kansas)

County of Johnson)

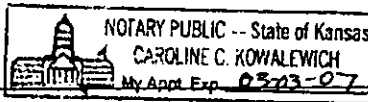
This instrument was acknowledged before me on July 28 2005,
by John E. Beaudoin as _____ of SPRINT SPECTRUM
LP

Assistant Secretary

Caroline C Kowalewich
(signature of notarial officer)

(Seal, if any)

My appointment expires: _____



BK 7561 PG 1794

EXHIBIT A

Legal Description of Lessor's Leased Site

Located in the State of _____, County of _____, as described below.

BK 7561 PG 1795

Schedule 1 (one)

Connection Number 10625442

A lease by and between Pennichuck Water Works, Inc., a New Hampshire corporation, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Notice of Lease recorded 8/21/1996, in Book 5745, Page 1347, affecting land described in attached legal description; Said leasehold interest was assigned to STC FIVE LLC by an unrecorded assignment.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

Exhibit A

Legal Description A Leasehold Estate, said lease area being a portion of the following described parent parcel:

A certain tract situated in the City of Nashua, County of Hillsborough and State of New Hampshire, said tract of land being more particularly bounded and described as follows:

Beginning at a point on the easterly line of Lot 24, Map 1, said lot also being shown as Lot 22 on a plan entitled "Nashua Terraces, Land of J.A. Spalding in Nashua, N.H.," dated 1893 and being recorded in the Hillsborough County Registry of Deeds as Plan No. 104, said point is located S 17°23'18" W of, and 93.33 feet from, a stone bound at the northeasterly corner of said lot; thence

S 17°23'18" W, a distance of 34.60 feet by land now or formerly of Rivier College to a stone bound; thence

S 17°45'47" W, a distance of 128.33 feet by said Riviera College land to a stone bound; thence

S 17°39'18" W, a distance of 51.35 feet by said Rivier College land to a stone bound; thence

S 17°06'53" W, a distance of 127.96 feet by said Rivier College land to a point; thence

S 18°40'48" W, a distance of 11.33 feet by said Rivier College land to a point; thence

Southwesterly, westerly and northwesterly along a curve to the right having a radius of 155.00 feet, a delta angle of 135°34'37" and an arc length of 366.77 feet, along other land of Rivier College to a point; thence

N 03°05'36" W, a distance of 270.55 feet along said Rivier College land to a point; thence

Northerly, northeasterly, easterly and southeasterly along a curve to the right, having a radius of 155.00 feet, a delta angle of 186°35'14" and an arc length of 504.77 feet along said Rivier College land to a point; thence

S 72°36'42" E, a distance of 86.52 feet along said Rivier College land to the point of beginning.

Said tract containing 3.853 acres, more or less, and is shown as "Lot 60" on plan entitled "Discontinuance, Consolidation and Subdivision Plan, Clement Street, Nashua, New Hampshire", last revised by Allan H. Swanson, Inc., recorded at the Hillsborough County Registry of Deeds ("Registry") as Plat No. ____ ("Plan").

BK7561PG1797

Also conveying:

(1) underground water line and drainage easements, along with easements for access thereto, reserved by the Grantor in its deed to Rivier College dated June 19, 1992, recorded in the Registry at Book 5348, Page 677 ("Rivier Deed"), in behalf of itself and/or its assigns, from Lot 60 described above and shown on the Plan to Orchard Avenue, on and across the specific access and utility easement area defined by metes and bounds below ("Specified Easement Area") on land now or formerly of Rivier College to construct, install, operate, maintain, repair, removed and replace underground water main and drainage pipelines and other equipment relative to the Grantee's water supply and distribution systems, and the right to pass by foot or vehicle, on and across the Specified Easement Area for the foregoing purposes and in order to pass between Orchard Avenue and Lot 60 for any other purposes, the design and size of equipment and the manner of exercise of said rights, to be in the sole discretion of Grantee, without interference by Rivier College;

SPECIFIED EASEMENT AREA

Beginning at a point on the southerly sideline of Orchard Avenue, said point being the northeasterly corner of land now or formerly of Friendship Club, Inc.; thence

S 76°03'41" E, a distance of 97.07 feet by said Avenue to a point; thence

S 08°00'00" E, a distance of 214.56 feet to a point in the northerly sideline of Lot 60; thence

Southwesterly along a curve to the left, having a radius of 155.00 feet, a delta angle of 18°55'40" and a arc length of 51.20 feet by said Lot 60 to a point; thence

N 08°00'00" W, a distance of 76.18 feet to a point; thence

N 22°00'00" W, a distance of 180.76 feet to a point at said Friendship Club land; thence

N 13°56'19" E, a distance of 9.88 feet by said land of Friendship Club, Inc. to the point of beginning.

Said easement area contains .0351 acres, and is shown on the Plan.

Tax ID: 47855

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236

BK 7561 PG 1798

Connection Number 10625442

MASTER LEASE AND SUBLEASE

THIS MASTER LEASE AND SUBLEASE (this "*Agreement*") is made and entered into this 26th day of May, 2005 (the "*Effective Date*"), by STC FIVE LLC, a Delaware limited liability company ("*Lessor*"), SPRINT SPECTRUM L.P., a Delaware limited partnership ("*Sprint Collocator*"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Lessee*"), and GLOBAL SIGNAL INC., a Delaware corporation ("*Global Parent*"). Lessor, Sprint, Lessee and Global Parent are sometimes individually referred to in this Agreement as a "*Party*" and collectively as the "*Parties*".

WHEREAS certain Affiliates of Sprint operate throughout the United States and its territories the Sites, which include Towers and related equipment and, in some cases, buildings, and such Affiliates either own, ground lease or otherwise have an interest in the tracts of land on which such Towers are located;

WHEREAS, Lessee desires to lease or pre-lease the Sites;

WHEREAS the obligations set forth in this Agreement are interrelated and required in order for Lessee to lease or pre-lease the Sites;

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Definitions.

For purposes of this Agreement, the following capitalized terms have the following respective meanings:

"*AAA*" means the American Arbitration Association or any successor entity.

"*Additional Master Lease and Sublease*" collectively and individually, means Master Lease and Sublease One, Master Lease and Sublease Two, Master Lease and Sublease Three, Master Lease and Sublease Four and Master Lease and Sublease Six.

"*Additional Master Lease Lessee*" means the "*Lessee*," as defined in a Cross-Defaulted Master Lease and Sublease.

"*Additional Master Lease Lessor*" collectively and individually, means the "*Lessor*," under and as defined in each Cross-Defaulted Master Lease and Sublease.

"*Additional Master Lease Sprint Collocator*" collectively and individually, means the "*Sprint Collocator*," under and as defined in each Cross-Defaulted Master Lease and Sublease.

"*Additional Master Lease Sprint Additional Party*" collectively and individually, means the "*Sprint Additional Party(s)*," under and as defined in each Cross-Defaulted Master Lease and Sublease.

lessor, Sprint Telephony PCS, L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease and Sublease Two" means that certain Master Lease and Sublease, dated as of May 26, 2005, by and among STC Two LLC, a Delaware limited liability company, as lessor, SprintCom, Inc., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease and Sublease Three" means that certain Master Lease and Sublease, dated as of May 26, 2005, by and among STC Three LLC, a Delaware limited liability company, as lessor, American PCS Communications, LLC, as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease and Sublease Four" means that certain Master Lease and Sublease, dated as of May 26, 2005, by and among STC Four LLC, a Delaware limited liability company, as lessor, PhillieCo, L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease and Sublease Six" means that certain Master Lease and Sublease, dated as of May 26, 2005, by and among STC Six Company, a Delaware statutory trust, as lessor, Sprint Spectrum L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease Site" means, for purposes of this Agreement, any Site, (a) which is identified in Exhibit A-1 (the **"Initial Master Lease Sites"**); and (b) any Site added to this Agreement as a Master Lease Site as provided herein.

"Mortgage" means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed and/or other conveyance of, or encumbrance against, the right, title and interest of a Party in and to the Land, Tower and Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

"Mortgagee" means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assigns of the holder.

"Non-Collocation Sites" has the meaning set forth in Section 6(c).

"Non-Contributable Sites" has the meaning set forth in the Agreement to Lease and Sublease.

"Non-Financeable Sites" has the meaning set forth in 41(c).

"Non-Financeable Site Financing Cost" means, with respect to each Non-Financeable Site included in the Final Non-Financeable Sites Statement, an amount equal to the product of (x) 12% of the aggregate Individual Site Prepaid Rent attributable to the Non-Financeable Sites and (y) a fraction, the numerator of which is the amount of debt (not to exceed \$850,000,000) Lessee obtains in connection with the consummation of the transactions under the Agreement to Lease and Sublease and the denominator of which is the sum of (1) the Rent and Pre-Lease Rent,

the following shall not be Permitted Acts: (i) any substitution or replacement of the Leased Property; (ii) any merger or consolidation of the Lessee or its Affiliates; (iii) any modification, alteration, addition or improvement to the Leased Property, in each case, which fails to comply with the provisions of Rev. Proc. 2001-28, 2001-1 C.B. 1156; (iv) any voluntary or involuntary case or proceeding seeking relief of debts of the Lessee or its Affiliates, (v) any assignment of the Lessee's interest in the transactions contemplated by the Transaction Documents; (vi) the entry into a New Lease under Section 40 of this Agreement; and (vii) any severance of this Agreement under Section 41.

"Permitted Encumbrances" has the meaning set forth in the Agreement to Lease and Sublease.

"Permitted Use" means use of each Site for the purposes of: (a) constructing, installing, operating, repairing, altering, managing, maintaining and marketing the Tower and Improvements of each Site and making further Improvements to such Site as permitted under this Agreement, and (b) the use of such Site by Sprint Collocator with respect to the Sprint Collocation Space or any Available Space at such Site subject to the terms of the Collocation Agreements and this Agreement, as the case may be, and (c) the use by Tower Subtenants of any portions of the Land, Tower and Improvements of such Site (including any Available Space) as is reasonably necessary for operation of the Communications Facilities of such Tower Subtenants subject to the terms of the Collocation Agreements and this Agreement.

"Person" means any individual, corporation, limited liability company (or series thereof), partnership, association, trust or any other entity or organization, including a Governmental Authority.

"Pre-Lease Rent" has the meaning set forth in Section 11(b).

"Pre-Lease Site" means, for purposes of this Agreement, each Site which is not identified as a Master Lease Site on Exhibit A-1 and is therefore subject to this Agreement as a Pre-Lease Site as of the Effective Date, until such Site is converted to a Master Lease Site as provided herein.

"Preliminary Non-Financeable Sites Statement" has the meaning set forth in Section 41(c)(i).

"Prime Rate" means the rate of interest reported in the "Money Rates" column or section of The Wall Street Journal (Eastern Edition) as being the prime rate on corporate loans of larger U.S. Money Center Banks.

"Proceeds" means all insurance moneys recovered or recoverable by Lessor, Lessee or Sprint Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

"Property Taxes" means, as to each Site, any and all of the following levies, assessed or imposed upon, against or with respect to the Site, any part of the Site, or the use and occupancy of the Site at any time during the Term as to such Site (whether imposed directly by a Governmental Authority or indirectly through any other Persons, and including any penalties,

one hundred sixty percent (160%) of the Expiring Ground Rent for such Site. The foregoing assumes the term of the applicable Ground Lease for which Renewal Ground Rent and Expiring Ground Rent are calculated are of equivalent length, and, if not of equivalent length, the period over which the Ground Rent for the Expiring Ground Lease shall be calculated shall match the length of the term of the Lessee Negotiated Renewal or Lessor Negotiated Renewal, as applicable.

"Site" means all of the Sites identified on Exhibit A hereto, which includes all Master Lease Sites and Pre-Lease Sites, as applicable, now or hereafter subject to this Agreement. As used in this Agreement, reference to a Site (including any reference to a Master Lease Site or a Pre-Lease Site) will include the Land, the Tower, the Improvements (excluding Severable Alterations) and Non-Severable Alterations, but will not include Sprint's Improvements or Sprint's Communications Equipment or any Tower Subtenant's Improvements or Tower Subtenant's Communications Equipment and in each case shall include all of the Leased Property with respect to such Site.

"Site Designation Supplement" means, as to any Master Lease Site, a supplement to this Agreement, in substantially the form of Exhibit B attached to this Agreement.

"Site Expiration Date" means, as to any Site, (a) as to an Owned Site, the Site Expiration Outside Date and (b) as to a Leased Site or Other Interest Site, the sooner to occur of (i) one day prior to the expiration of the relevant Ground Lease (as the same may be extended or renewed pursuant to the terms of this Agreement), or (ii) the Site Expiration Outside Date.

"Site Expiration Outside Date" means, as to any Site, May 25, 2037.

"Sprint" means Sprint Corporation and Affiliates thereof that are parties to the Agreement to Lease and Sublease.

"Sprint-Additional Party" means each Sprint Group Member which, at any applicable time during the Term of this Agreement, has not yet contributed its right, title and interest in the Leased Property at a Pre-Lease Site to Lessor pursuant to the Agreement to Lease and Sublease.

"Sprint Buffer Zone" has the meaning set forth in Section 6(b).

"Sprint Collocation Charge" has the meaning set forth in Section 11(b).

"Sprint Collocation Space" means, as to each Site: (a) the portions of the Land and Improvements comprising the Site used or occupied exclusively by Sprint Collocator or its Affiliates, or on which any portion of Sprint's Communications Facility is located, operated or maintained as of the Effective Date (including, without limitation, portions of the Land and Improvements on which switches and other of Sprint's Communications Equipment are located and the air space above such portion of the Land and Improvements (to the extent such air space is not occupied by a third party on the Effective Date)), (b) the portion of the Tower on the Site on or within which any portion of Sprint's Communications Facility is located, operated or maintained as of the Effective Date (including without limitation, portions of the Tower on which any antennas, transmission lines, amplifiers and filters are located), plus (in the event Sprint Collocator maintains fewer than nine (9) 1' x 6' panel antennas on such Tower as of the

which is the number of years (to three decimal places) remaining from and after the applicable measuring date to the Site Expiration Outside Date and the denominator of which is thirty-two (32).

"Unpaid Amount" has the meaning set forth in Section 11(d).

"Withdrawal Cause" means, as to any Site, the inability of Sprint Collocator (after using commercially reasonable efforts) to obtain or maintain any Governmental Approval necessary for the operation of Sprint's Communications Facility at such Site; provided, however, that Sprint Collocator may not assert Withdrawal Cause if Sprint Collocator (i) cannot maintain or obtain or otherwise forfeits a Governmental Approval as a result of the violation of any Laws by Sprint Collocator or its Affiliates or any enforcement action or proceeding brought by any Governmental Authority against Sprint Collocator or its Affiliates because of any alleged wrongdoing by Sprint Collocator or its Affiliates or (ii) does not have such Governmental Approval on the Effective Date and such Governmental Approval was required on the Effective Date.

"Withdrawal Date" means the effective date of Sprint Collocator's election to terminate its leaseback or other use and occupancy of the Sprint Collocation Space at any Site pursuant to a Withdrawal Notice.

"Withdrawal Notice" has the meaning set forth in Section 10(a).

"Withdrawal Rights" means the rights of Sprint Collocator to elect to terminate its leaseback or other use and occupancy of the Sprint Collocation Space with respect to a Site as described in Section 10(a).

"Zoning Laws" means any zoning, land use or similar Laws, including, without limitation, Laws relating to the use or occupancy of any communications towers or property, building codes, zoning ordinances and land use regulations.

"90 Day Lessee Notice" has the meaning set forth in Section 16(c).

Any other capitalized terms used in this Agreement will have the respective meanings given to them elsewhere in this Agreement.

SECTION 2. Documents.

(a) This Agreement will consist of the following documents, as amended from time to time as provided herein:

- (i) this Agreement;
- (ii) the following Exhibits, which are incorporated herein by this reference:

Exhibit A	List of Sites
Exhibit A-1	List of Master Lease Sites
Exhibit B	Form of Site Designation Supplement

Exhibit C	Intentionally Omitted
Exhibit D	Form of Officer's Certificate of Sprint Corporation
Exhibit E	Form of Officer's Certificate of Global Signal Inc.
Exhibits F and G	Intentionally Omitted
Exhibit H	Individual Site Rent and Option Purchase Price Amount

(iii) Schedules to the Exhibits, which are incorporated herein by reference and Schedule I hereto which is Incorporated by reference; and

(iv) such additional documents as are incorporated by reference.

(b) If any of the foregoing are inconsistent, this Agreement will prevail over the Exhibits, the Schedules and additional incorporated documents.

SECTION 3. Master Lease Sites and Pre-Lease Sites.

(a) Subject to the terms and conditions of this Agreement, Lessor hereby lets, leases and demises unto Lessee, and Lessee hereby leases, takes and accepts from Lessor the Leased Property of all of the Master Lease Sites. Each Master Lease Site in addition to the Initial Master Lease Sites will be made subject to this Agreement by means of a Conversion Closing (after which Lessor and Lessee will execute and deliver at a Technical Closing a Master Lease Site Designation Supplement between Lessor and Lessee and the amendment of Exhibit A hereto to reflect such Site as a Master Lease Site instead of a Pre-Lease Site). Lessor and Lessee acknowledge and agree that this single Agreement is indivisible (except pursuant to Section 41(d)), intended to cover all of the Sites and is not a separate lease and sublease or agreement with respect to individual Sites, and in the event of a bankruptcy of any Party, all Parties intend that this Agreement be treated as a single indivisible Agreement. All disclaimers of obligations by Sprint Collocator and its Affiliates under this Agreement are qualified in all respects by such Parties' representations, warranties and covenants under the Agreement to Lease and Sublease. In addition, the Parties acknowledge and agree that this Agreement is intended to be treated for U.S. federal income tax purposes as (i) a lease between Lessee and Lessor, with respect to the Sites, and (ii) a lease between Lessee and Sprint Collocator, with respect to the Sprint Collocation Space; and the Parties further agree to not take any position on any tax return that is inconsistent with such treatment.

(b) As to each Master Lease Site, this Agreement is a grant of a leasehold interest in each Owned Site; and as to Leased Sites and Other Interest Sites, this Agreement is a grant of a subleasehold or other interest in each Leased Site or Other Interest Site, as applicable.

(c) As to each Pre-Lease Site, Lessor hereby appoints, and Lessee agrees to act and will act, as the exclusive operator of the Leased Property at each of the Pre-Lease Sites during the Term as to each Pre-Lease Site. In performing its duties as operator of the Pre-Lease Sites, Lessee will manage, administer and operate each of the Pre-Lease Sites, subject to the provisions of this Agreement, in a manner (i) which is comparable to and in accordance with prudent

management and quality standards used in the telecommunications industry by nation-wide communications tower operators operating portfolios of comparable size and quality as that being leased and operated under this Agreement and (ii) consistent with the standards used to manage, administer and operate the Master Lease Sites. Except as specifically provided herein, no Sprint Additional Party nor Lessor shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing with respect to any Pre-Lease Sites, all such rights being exclusively reserved to Lessee hereunder.

(d) Lessee hereby accepts the Leased Property at each Site in its "AS IS" condition, without any representation, warranty or covenant of or from Lessor, Sprint or their respective Affiliates whatsoever as to its condition or suitability for any particular use, except as may be expressly set forth in this Agreement or in the Agreement to Lease and Sublease. Except as set forth in this Agreement and the Agreement to Lease and Sublease, Lessee hereby acknowledges that neither Lessor, Sprint nor any agent or Affiliate of Lessor or Sprint has made any representation or warranty, express or implied, with respect to any of the Leased Property, or any portion of such Leased Property, or the suitability or fitness for the conduct of Lessee's business or for any other purpose, including the Permitted Use, and Lessee further acknowledges that it has had sufficient opportunity to inspect and approve the condition of the Leased Property at each of the Sites.

(e) From and after the Effective Date, Lessee will receive and will be entitled to all of the revenue generated by the Sites (including, without limitation, all revenue under the Collocation Agreements) and neither Lessor, Sprint nor any of their respective Affiliates will be entitled to any of such revenue, and if any such revenue is paid to any such Person, it will remit same to Lessee as soon as reasonably possible after any Sprint Group Member becomes aware of its receipt thereof (including, without limitation, by notice from Lessee of such receipt), but in no event more than ten (10) Business Days, and Sprint Collocator shall cause its Affiliates to perform any such obligation hereunder. Lessor or the applicable Sprint Additional Party (as applicable) will direct (or cause its Affiliate to direct), in writing, all payors of amounts due with respect to any Sites to pay such amounts to Lessee. From and after the Effective Date, and except as expressly provided in this Agreement, Lessee also will be responsible for the payment of, and will pay, all expenses related to or associated with the Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen. The rights granted to Lessee under this Agreement include, with respect to each Tower, the right of Lessee to use and employ, to the extent such rights may be legally granted to or used by Lessee, the Tower Related Assets related to the Sites.

(f) Lessee may from time to time make, subject to the requirements of Section 13, such Alterations as Lessee may deem desirable in the proper conduct of its business, so long as (i) such Alteration will not disrupt or otherwise adversely affect Sprint Collocator's use of the Site in any material respect and is made in accordance with the requirements set forth in Section 13 of this Agreement, (ii) such Alteration will not result in any material respect in (y) the value of the Site or portion of such Site being less than the value of such Site immediately prior to such Alteration, or (z) the economic life of the Site or portion of the Site being less than the economic life of the Site or portion of the Site immediately prior to such Alteration, and (iii) such Alteration will not cause the Site or portion of such Site to constitute "limited use property" within the meaning of Rev. Proc. 2001-28, 2001-1 C.B. 1156.

SECTION 4. Ground Leases.

(a) Lessee hereby acknowledges that, as to the Leased Property of each Leased Site or Other Interest Site, as applicable, this Agreement is subject and subordinate to all of the terms and conditions of, the applicable Ground Lease of such Leased Site or Other Interest Site, as applicable. As to any Leased Site or Other Interest Site, as applicable, neither Lessor nor any other Sprint Group Member will be deemed to have assumed any duty or obligation of the Ground Lessor under the applicable Ground Lease and will not be liable or responsible in any manner whatsoever for any failure of such Ground Lessor to perform any such duty or obligation. Lessee agrees that it will promptly pay or cause to be paid the Ground Rent under each of the Ground Leases for the Leased Sites or Other Interest Sites, as applicable during the Term of this Agreement when such payments become due and payable and, if Lessee fails to pay Ground Rent under any Ground Lease on a timely basis, Lessee will be responsible for any applicable late charges, fees or interest payable to the Ground Lessor, provided, however, that should any Ground Lessor refuse the payment of Ground Rent for an applicable Site from any Person other than Lessor or its Affiliate, as applicable, then Lessor or its Affiliate, as applicable, after written notice from Lessee of the need for payment from such Person, will promptly pay such amount, and Lessee will reimburse Lessor therefor within five (5) days after the date of Lessor's payment. Except as provided in Section 4(c), Lessee will abide by, comply in all respects with, and fully and completely perform all terms, covenants, conditions, and provisions of each Ground Lease (including, without limitation, terms, covenants, conditions, and provisions relating to maintenance, insurance and alterations) as if Lessee were the "ground lessee" under the applicable Ground Lease and, to the extent evidence of such performance must be provided to the Ground Lessor of the applicable Ground Lease, Lessee will provide such evidence to Ground Lessor. Unless otherwise directed by Lessee or upon the suspension of the limited power of attorney granted to Lessee below, neither Lessor, Sprint, nor any of their respective Affiliates shall take any actions to interfere with Lessee acting as the "ground lessee" under any Ground Leases as long as Lessee is performing its obligations with respect to Ground Leases hereunder. To the extent that any Ground Lease imposes or requires the performance of the "ground lessee" thereunder of any duty or obligation that is more stringent than or in conflict with any term, covenant, condition, or provision of this Agreement, the applicable term, covenant, condition, or provision of the Ground Lease will control and will constitute the duties and obligations of Lessee under this Agreement as to the subject matter of such term, covenant, condition, or provision. Lessee will not (and with respect to its activities on the Sprint Collocation Space, Sprint Collocator will not) engage in or permit any conduct that would: (i) constitute a breach of or default under any Ground Lease; or (ii) result in the Ground Lessor being entitled to terminate the applicable Ground Lease or to terminate Lessor's right as ground lessee under such Ground Lease, or to exercise any other rights or remedies to which the Ground Lessor may be entitled for a default or breach under the applicable Ground Lease. In no event shall Lessee have any liability to any Sprint Group Member for any breach of a Ground Lease caused by an act or omission of Lessor or any Sprint Group Member, before, on, or after the Effective Date, and Sprint Collocator hereby indemnify and hold the Lessee Indemnitees harmless from and against and in respect of any and all Claims (other than Claims, to the extent arising from actions taken by Lessee or its Affiliates) paid, suffered, incurred or sustained by any Lessee Indemnitee and in any manner arising out of, by reason of, or in connection therewith. During the Term as to any Leased Site or Other Interest Site, as applicable, and subject to Sections 4(c) and 4(f) below, Lessee agrees to exercise prior to the expiration of the applicable Ground Lease and in

accordance with the provisions of the applicable Ground Lease, any and all renewal options existing as of the Effective Date and any further renewal or extension options that may be granted by any Ground Lessor after the Effective Date for any such Leased Site or Other Interest Site, as applicable, under the Ground Leases of such Leased Sites or Other Interest Sites, as applicable; provided, however, that Lessee shall not be required to exercise any Ground Lease renewal option if Sprint Collocator at the Site covered by such Ground Lease is in default of its obligations under this Agreement as to the Site beyond applicable notice and cure periods provided herein.

(b) Lessee will not be entitled to act as agent for, or otherwise on behalf of, Lessor or its Affiliates or to bind Lessor or its Affiliates in any way whatsoever in connection with any Ground Lease or otherwise except as provided in this Section 4. Lessor hereby delegates to Lessee the sole and exclusive right to perform the obligations of and assert the rights of the "ground lessee" under all Ground Leases and of the Sprint Additional Parties (or their respective Affiliates) under all Collocation Agreements with respect to Pre-Lease Sites, and to exercise all rights thereunder subject only to the other provisions of this Section 4. In accordance with the provisions of this Agreement, Lessee will have the right to review, negotiate and execute on behalf of Lessor amendments and other documentation relating to Ground Leases and to otherwise act on behalf of Lessor in dealing with the Ground Lessors under the Ground Leases, and Lessor hereby grants to Lessee a limited power of attorney and, subject to any limitation on such appointment herein, appoints Lessee as its agent and attorney to review, negotiate and execute on behalf of Lessor amendments and other documentation relating to Ground Leases and to otherwise act on behalf of Lessor in dealing with the Ground Lessors under the Ground Leases. The foregoing power of attorney and appointment are subject to the following requirements and limitations: (i) all amendments and other documentation executed by Lessee, and actions taken by Lessee on behalf of Lessor must comply in all respects with the requirements and provisions of this Agreement, (ii) upon request by Lessor, Lessee will provide Lessor with such summaries, documentation and other information relating to Lessee's negotiations and other activities pertaining to the Ground Lease and the Ground Lessors as Lessor may reasonably request, and (iii) the foregoing power of attorney and appointment granted herein to Lessee may be suspended by written notice from Lessor to Lessee at any time upon the occurrence of an event of default by Lessee under this Agreement or if Lessee violates or fails to comply with the foregoing requirements and limitations and until such violation or failure is cured. Lessee may use such power of attorney to (i) negotiate and execute any Ground Lease renewal that is for a term of not more than five (5) years, which may contain successive five (5) year renewal options and otherwise shall be on commercially reasonable terms, (ii) execute other modifications, waivers and amendments to Ground Leases (including non-disturbance agreements related thereto) that are reasonably required in the normal course of business and operations of the Sites, (iii) amend, modify, enforce or waive any terms of any Collocation Agreements or enter into new site supplements or site subleases applicable to Pre-Lease Sites or (iv) enter into any collocation agreements, site supplements or site subleases out for signature on the date hereof or partially executed on the date hereof applicable to Master Lease Sites and Pre-Lease Sites. Lessor shall, from time to time and upon reasonable request from Lessee, execute documentation reasonably necessary to confirm Lessee's rights hereunder to a counterparty under a Collocation Agreement, within ten (10) Business Days of receipt of a request therefor by Lessee, provided, that Lessor and each Sprint Additional Party will not be required to obtain any new board resolutions from any Person that is a corporation or similar resolutions or approvals from any Person that is a

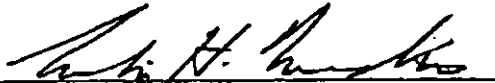
limited liability company, partnership or trust. Lessee will, and does hereby agree to, indemnify, defend and hold the Sprint Indemnitees harmless from, against and in respect of any and all Claims paid, suffered, incurred or sustained by any Sprint Indemnitee and in any manner arising out of, by reason of, or in connection with all deeds and activities performed by Lessee pursuant to and under the authority granted by the power of attorney granted in this Section 4(b) (including, without limitation, a violation failure to comply with the foregoing requirements and limitations), provided, however, that such indemnity shall not be for amounts payable under a Ground Lease after the Site Expiration Outside Date, unless Lessee exercises its rights under Section 36 with respect to a Site or the terms and provisions of such Ground Lease that extends beyond the Site Expiration Outside Date are not commercially reasonable. Except as expressly provided in this Agreement, no amendment, renewal, extension or other change to any Ground Lease desired by Lessee during the Term pursuant to this Section 4 will be effected without the prior consent of Lessor, such consent not to be unreasonably withheld, conditioned or delayed. Lessor or the Sprint Additional Parties, as applicable, shall respond to any written request that they execute or consent to the execution of a Ground Lease amendment within ten (10) Business Days of written notice thereof, with a failure to respond being deemed a consent to the execution of such Ground Lease amendment by Lessee.

(c) With respect to any negotiations with a Ground Lessor of the terms of a renewal or extension of a Ground Lease (other than a renewal or extension pursuant to an option contained in such Ground Lease which Lessor is obligated to exercise pursuant to Section 4(a)), Lessee will, at Lessee's sole cost and expense, use commercially reasonable efforts to negotiate and obtain an extension or renewal of all Ground Leases of the Leased Sites and Other Interest Sites on behalf of and for the benefit of Lessor, and Lessor, if requested by Lessee, will make commercially reasonable efforts to assist Lessee in obtaining such extension or renewal; provided, however, that such renewal or extension does not impose any liability or obligation on Lessor, Sprint Collocator or any of their respective Affiliates during the Term as to the applicable Site for which Lessee is not responsible (or subsequently agrees to be responsible) under the terms of this Agreement. If, at the conclusion of any such negotiations by Lessee (a "*Lessee Negotiated Renewal*"), Lessee has obtained a proposal from the applicable Ground Lessor for the renewal or extension of such Ground Lease that provides for Renewal Ground Rent under such renewal or extension that does not exceed one hundred sixty percent (160%) of the Expiring Ground Rent, does not increase any revenue sharing thereunder and does not impose any other conditions or responsibilities on the Lessee thereunder materially more onerous than in such Ground Lease prior to the renewal thereof for such Site, Lessee agrees that Lessee will be required to accept such proposal and use commercially reasonable efforts to cause such renewal or extension to be entered into (subject to Sprint Collocator not being in default hereunder at such Site beyond applicable notice and cure periods provided herein); provided, however, that in such event the Sprint Collocation Charge payable by Sprint Collocator under this Agreement for the Sprint Collocation Space at the Site that is subject to such renewal or extension will increase during the entire period of such renewal or extension (and any subsequent renewals or extensions thereof exercised prior to the applicable Withdrawal Date) by the amount of the Shared Ground Rent Increase Payment. If the proposed Lessee Negotiated Renewal provides for Renewal Ground Rent that exceeds one hundred sixty percent (160%) of the Expiring Ground Rent or otherwise increases any revenue sharing thereunder or otherwise imposes any other conditions materially more onerous than those contained in such Ground Lease prior to the renewal thereof for such Site, and Lessee does not desire to accept Renewal

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

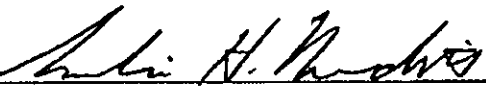
LESSOR:

STC FIVE LLC

By 
Name: Leslie H. Meredith
Title: President

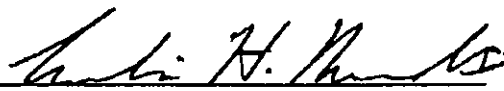
SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.

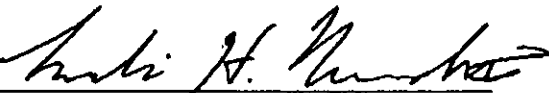
By 
Name: Leslie H. Meredith
Title: Vice President

FOR PURPOSES OF SECTION 45 HEREOF:

SPRINT SPECTRUM L.P.

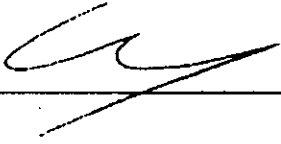
By 
Name: Leslie H. Meredith
Title: Vice President

SPRINTCOM, INC.

By 
Name: Leslie H. Meredith
Title: Vice President

LESSEE:

**GLOBAL SIGNAL ACQUISITIONS II
LLC**

By 
Name: _____
Title: _____

GLOBAL PARENT:

GLOBAL SIGNAL INC.

By 
Name: _____
Title: _____

EXHIBIT A

List of Sites

[SEE ATTACHED]

Count	Cascade ID	Address	City	ST	Zip
	2031	NM03XC052	840 W HOLLIS ST	NASHUA	NH 3062
→	2032	NM03XC053	39 ORCHARD AVENUE	NASHUA	NH 3060
	2033	NM03XC057	PORTLAND RD, US RT #1	ARUNDEL	ME 4046
	2034	NM03XC059	MOUNTAIN ROAD	ARUNDEL	ME 4046
	2035	NM03XC063	EASTERN ROAD	SCARBOROUGH	ME 4074
	2036	NM03XC066	WARREN AVE	PORTLAND	ME 4103
	2037	NM03XC068	503 PERSUMPCOT ST	PORTLAND	ME 4103
	2038	NM03XC072	EPPING ROAD	EXETER	NH 3833
	2039	NM03XC074	137 TOWER RD	LOUDON	NH 3307
	2040	NY03XC005	186 ROOSEVELT AVE	CARTERET	NJ 7008
	2041	NY03XC006	295 CLOSTER DOCK RD	CLOSTER	NJ 7624
	2042	NY03XC013	118 VICTORY	SPRINGFIELD	NJ 7081
	2043	NY03XC037	LOGAN ROAD	BRIDGEWATER	NJ 8807
	2044	NY03XC045	160 BAEKELAND AVE	MIDDLESEX	NJ 8846
	2045	NY03XC052	WESTON MILLS ROUTE 1 & COLLEGE FARM ROAD	NORTH BRUNSWICK	NJ 8903
	2046	NY03XC056	174 US HIGHWAY 206 S	SOMERVILLE	NJ 8876
	2047	NY03XC062	790 JEFFERSON AVE	UNION	NJ 7083
	2048	NY03XC067	710 W LINDEN AVE	LINDEN	NJ 7036
	2049	NY03XC068	ROUTE 206	BELLE MEAD	NJ 8502
	2050	NY03XC073	175 MORRISTOWN ROAD	BERNARDS TOWNSHIP	NJ 7920
	2051	NY03XC084	701 ROUTE 202/206	BRIDGEWATER	NJ 8807
	2052	NY03XC097	1515 LIVINGSTON AVENUE	NORTH BRUNSWICK	NJ 8902
	2053	NY03XC106	DPW SITE	ORADELL	NJ 7649
	2054	NY03XC128	FRANKLIN LAKES MUNICIPAL COMPLEX	Franklin Lakes	NJ 74170000
	2055	NY03XC129	VALLEY RD	West Orange	NJ 70520000
	2056	NY03XC135	125 KINGSLAND AVE	CLIFTON	NJ 7014
	2057	NY03XC137	80 BOMONT PL	TOTOWA	NJ 7512
	2058	NY03XC148	198 N WASHINGTON AVENUE	BERGENFIELD	NJ 7621
	2059	NY03XC149	193 GROVE STREET	TENAFLY	NJ 7670

EXHIBIT A-1

Master Lease Sites

[SEE ATTACHED]

STC 5 - AMENDED EXHIBIT A-1
 (Note: Sites in bold are new as of January 2006 Technical Closing)

Count	Cascade ID	Address	City	ST	Zip
1586	NLS4XC844	70321 HWY 59	ABITA SPRINGS	LA	704200000
1587	NLS4XC845	9018 BRIDGE CITY AVE	BRIDGE CITY	LA	700940000
1588	NLS4XC854	2339 TCHOUPITOULAS ST	NEW ORLEANS	LA	701300000
1589	NLS4XC857	30040 HWY 36	LACOMBE	LA	704450000
1590	NM03XC004	217 FISHERVILLE RD	PENACOOK	NH	3303
1591	NM03XC007	734 ROUTE 3A	BOW	NH	3304
1592	NM03XC011	55 CONSTITUTION DR	BEDFORD	NH	311000000
1593	NM03XC014	909 EAST INDUSTRIAL PARK DRIVE	MANCHESTER	NH	3104
1594	NM03XC016	CLARK ROAD	LONDONDERRY	NH	3053
1595	NM03XC017	328 ROUTE 101	BEDFORD	NH	3110
1596	NM03XC019	39 SEWALLS PASTER RD.	YORK	ME	3909
1597	NM03XC022	106 MAIN ST	RAYMOND	NH	3077
1598	NM03XC024	36 GUINEA RD	EXETER	NH	3833
1599	NM03XC026	10 TOWER PLACE	GREENLAND	NH	3840
1600	NM03XC029	SPUR ROAD	DOVER	NH	3820
1601	NM03XC037	ABBNEY SAWYER ROAD	DOVER	NH	3820
1602	NM03XC038	38 PARSONS LANE	DOVER	NH	3820
1603	NM03XC039	WADLEIGH ROAD	ROCHESTER	NH	3867
1604	NM03XC043	533 US ROUTE 1	KITTERY	ME	3904
1605	NM03XC044	518 TATNIC ROAD	WELLS	ME	4090
1606	NM03XC046	2 ASH ST	LONDONDERRY	NH	3053
1607	NM03XC049	1617 SOUTHWOOD DR	NASHUA	NH	3063
1608	NM03XC051	237 MAIN DUNSTABLE RD	NASHUA	NH	3062
1609	NM03XC052	849 W HOLLIS ST	NASHUA	NH	3062
1610	NM03XC053	39 ORCHARD AVENUE	NASHUA	NH	3060
1611	NM03XC057	PORTLAND RD, US RT #1	ARUNDEL	ME	4946
1611P	NM03XC069	MOUNTAIN ROAD	ARUNDEL	ME	4948
1613	NM03XC068	503 PERSUMPSHOT ST	PORTLAND	ME	4103
1614	NM03XC072	EPPING ROAD	EXETER	NH	3879
1615	NY03XC008	295 CLOSTER DOCK RD	CLOSTER	NJ	7624
1616	NY03XC013	118 VICTORY	SPRINGFIELD	NJ	7081
1617	NY03XC037	LOGAN ROAD	BRIDGEWATER	NJ	8807
1618	NY03XC045	160 BAEKELAND AVE	MIDDLESEX	NJ	8848
1619	NY03XC058	174 118 HIGHWAY 208 R	SOMERVILLE	NJ	8878
1620	NY03XC062	790 JEFFERSON AVE	UNION	NJ	7083
1621	NY03XC067	710 W LINDEN AVE	LINDEN	NJ	7038
1622	NY03XC073	175 MORRISTOWN ROAD	BERNARDS TOWNSHIP	NJ	7920
1623	NY03XC084	701 ROUTE 202/208	BRIDGEWATER	NJ	8807
1624	NY03XC106	DPW SITE	ORADELL	NJ	7649
1625	NY03XC135	125 KINGSLAND AVE	CLIFTON	NJ	7014
1626	NY03XC137	60 BOMONT PL	TOTOWA	NJ	7312
1627	NY03XC148	198 N WASHINGTON AVENUE	BERGENFIELD	NJ	7621
1628	NY03XC149	193 GROVE STREET	TEMAFLY	NJ	7679
1629	NY03XC168	1105 ROUTE 23 SOUTH	WAYNE	NJ	7470
1630	NY03XC181	NORMANDY ROAD	MIDDLETOWN	NJ	7748
1631	NY03XC193	607 FRANKLIN TURNPIKE	RIDGEWOOD	NJ	745000000
1632	NY03XC194	820 LACEY ROAD	FORKED RIVER	NJ	8731
1633	NY03XC245	ROUTE 80 AND MT., HOPE AVE	ROCKAWAY	NJ	97886
1634	NY06XC392	ROUTE 17 BOX 974	TUXEDO	NY	10987
1635	NY06XC397	MEADOW HILL DRIVE	NEWBURGH	NY	12550
1636	NY06XC416	DARBY STREET (EAST SIDE)	YORKTOWN	NY	10588
1637	NY06XC419	812 CORPORATE WAY	VALLEY COTTAGE	NY	109890000
1638	NY06XC435	33 DEMARTINO AVE	YONKERS	NY	10703
1639	NY06XC473	5 Green lane	Bedford	NY	10507
1640	NY06XC485	ROUTE 22	TOWN OF SOUTHEAST	NY	10509
1641	NY07XC772	#3 BOXER COURT	HUNTINGTON	NY	11743
1642	NY13XC222	540 ROUTE 31 & 202	WEST AMWELL	NJ	8551
1643	NY13XC225	358 HIGHWAY 31	FLEMINGTON	NJ	882200000
1644	NY16XC871	207-05 LINDEN BLVD.	CAMBRIA HEIGHTS	NY	11411
1645	NY18XC381	1924 ROUTE 9	GARRISON	NY	10524
1646	NY18XC388	WOODBURY CEMETERY	TOWN OF WOODBURY	NY	10930
1647	NY18XC390	NYS ROUTE 17	TUXEDO	NY	109870000
1648	NY23XC017	SIX FLAGS BLVD.	JACKSON	NJ	852700000
1649	NY23XC265	800-1212 SO. 2ND STREET.	PLAINFIELD	NJ	706300000
1650	NY23XC528	23-25 WHITNEY STREET	NEWARK	NJ	710600000
1651	NY27XC345	652 UNION AVENUE	HOLTSVILLE	NY	117421439
1652	NY27XC351	133-33 BROOKVILLE BOULEVARD	NEW YORK	NY	114130000
1653	NY27XC678	1370 FRANKTON STREET	VALLEY STREAM	NY	115812204
1654	NY33XC026	SANDERS LANE	GREENE	PA	18428
1655	NY33XC144	INTERSECTION ECHO LAKE DRIVE & ROUTE 23	CHARLOTTSBURG	NJ	743500000
1656	NY33XC145	780 STATE ROUTE 15 NORTH	JEFFERSON TOWNSHIP	NJ	784900000
1657	NY33XC167	BEAT RUN ROAD (T- 368)	HAWLEY	PA	18428

CONTRIBUTOR/STC FIVE LLC

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement"), dated as of May 26, 2005, is made and entered into by and between STC Five LLC, a Delaware limited liability company ("Company"), and Sprint Spectrum Equipment Company, L.P., a Delaware limited partnership ("Sprint Subsidiary"). Capitalized terms used but not otherwise defined herein will have the meanings ascribed to such terms in the Agreement to Contribute, Lease and Sublease, dated as of February 14, 2005 ("Agreement to Contribute") by and between Sprint Corporation, a Kansas corporation, the Subsidiaries of Sprint named on the signature pages to the Agreement to Contribute, and Global Signal Inc., a Delaware corporation.

RECITALS

WHEREAS, in accordance with the terms of the Agreement to Contribute, Sprint Subsidiary desires to transfer, assign and set over to the Company all of its rights, title and interest in and to the Leased Property in exchange for an ownership interest in the Company, and the Company desires to assume and thereafter pay, perform and discharge all rights and responsibilities with respect to the Leased Property.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Agreement to Contribute and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Sprint Subsidiary hereby gives, grants, bargains, conveys, transfers, assigns and sets over to the Company all of its rights, title and interest in and to the Leased Property listed on Exhibit A (including, without limitation, the rights of Lessor under that certain Partial Assignment of Agreements dated as of the date hereof relating to certain Master Collocation Agreements, as more particularly described therein), the Ground Leases related thereto, the Collocation Agreements, the Tower Related Assets and the Tower Removal Bonds (collectively, the "Transferred Assets") in exchange for a 100% ownership interest (the "Ownership Interest") in the Company.

2. **Assumption.** The Company hereby accepts assignment of the Transferred Assets in exchange for the Ownership Interest given to Sprint Subsidiary.

3. **Representations, Warranties and Covenants of the Company.**

(a) The Company has no intent to hinder, delay or defraud its present or future creditors. After giving effect to each Transfer (i) the value of the assets of the Company, either taken at their present fair salable value or at fair valuation, will equal or exceed the amount of the debts and obligations, including contingent and unliquidated debts and obligations, of the Company and (ii) the Company will not be left with unreasonably small assets or capital with which to engage in and conduct its business. The Company does not intend to, or believe that it will, incur debts or obligations beyond its ability to pay such debts and obligations as they mature.

698200

By (initials) RLR Date 5/23/2007 BUN _____
update _____ Lease/License # _____ Site ID _____ Doc Type BK.3 ^B

4. Successors and Assigns. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party may assign, delegate or otherwise transfer its rights or obligations under this Agreement (other than to the Lessee) without the consent of each other party hereto. This Agreement may only be terminated, amended or modified during the Term with the prior written consent of Lessee.

5. Enforcement of Certain Rights. Nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any Person other than the parties hereto, and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such Person being deemed a third party beneficiary of this Agreement; provided that the parties expressly acknowledge and agree that Lessee is an intended third party beneficiary of this Agreement, and may enforce the rights of the Company hereunder to the extent consistent with the rights granted to Lessee under the Lease Agreement.

6. Captions. The Section headings contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement.


7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

8. Miscellaneous. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

STC FIVE LLC

**SPRINT SPECTRUM EQUIPMENT
COMPANY, L.P.**

By: 

By: 

Name: Leslie H. Meredith
Title: President

Name: Leslie h. Meredith
Title: Vice President

[Signature Page to STC Five LLC General Assignment and Assumption Agreement]

Exhibit A
Leased Property

See attachment

EXHIBIT A

Leased Property

1. The Leased Property listed below as indicated by cascade numbers, including the Ground Leases related thereto, the Collocation Agreements, the Tower Related Assets and the Tower Removal Bonds.

See attachment A-1

2. The Leased Property listed below as indicated by cascade numbers, excluding the Ground Leases.

See attachment A-2

EXHIBIT A-1

Exhibit A-1 to STC Five LLC(1)

Cascade ID	SPV	A-1	Address	City	ST	Zip
NM03XC049	STC Five LLC	A-1	1617 SOUTHWOOD DR	NASHUA	NH	3063
NM03XC051	STC Five LLC	A-1	237 MAIN DUNSTABLE RD	NASHUA	NH	3062
NM03XC052	STC Five LLC	A-1	840 W HOLLIS ST	NASHUA	NH	3062
NM03XC053	STC Five LLC	A-1	39 ORCHARD AVENUE	NASHUA	NH	3060
NM03XC057	STC Five LLC	A-1	PORTLAND RD, US RT #1	ARUNDEL	ME	4046
NM03XC059	STC Five LLC	A-1	MOUNTAIN ROAD	ARUNDEL	ME	4046
NM03XC063	STC Five LLC	A-1	EASTERN ROAD	SCARBOROUGH	ME	4074
NM03XC066	STC Five LLC	A-1	WARREN AVE	PORTLAND	ME	4103
NM03XC068	STC Five LLC	A-1	503 PERSUMPSCOT ST	PORTLAND	ME	4103
NM03XC072	STC Five LLC	A-1	EPHING ROAD	EXETER	NH	3833
NM03XC074	STC Five LLC	A-1	137 TOWER RD	LOUDON	NH	3307
NY03XC005	STC Five LLC	A-1	186 ROOSEVELT AVE	CARTERET	NJ	7008
NY03XC013	STC Five LLC	A-1	118 VICTORY	SPRINGFIELD	NJ	7081
NY03XC037	STC Five LLC	A-1	LOGAN ROAD	BRIDGEWATER	NJ	8807
NY03XC045	STC Five LLC	A-1	180 BAEKELAND AVE	MIDDLESEX	NJ	8846
NY03XC052	STC Five LLC	A-1	WESTON MILLS ROUTE 1 & COLLEGE FARM ROAD	NORTH BRUNSWICK	NJ	8903
NY03XC056	STC Five LLC	A-1	174 US HIGHWAY 206 S	SOMERVILLE	NJ	8878
NY03XC062	STC Five LLC	A-1	790 JEFFERSON AVE	UNION	NJ	7083
NY03XC067	STC Five LLC	A-1	710 W LINDEN AVE	LINDEN	NJ	7036
NY03XC068	STC Five LLC	A-1	ROUTE 206	BELLE MEAD	NJ	8502
NY03XC073	STC Five LLC	A-1	175 MORRISTOWN ROAD	BERNARDS TOWNSHIP	NJ	7920
NY03XC084	STC Five LLC	A-1	701 ROUTE 202/206	BRIDGEWATER	NJ	8807
NY03XC097	STC Five LLC	A-1	1515 LIVINGSTON AVENUE	NORTH BRUNSWICK	NJ	8902
NY03XC106	STC Five LLC	A-1	DPW SITE	ORADELL	NJ	7849
NY03XC129	STC Five LLC	A-1	VALLEY RD	West Orange	NJ	70520000
NY03XC135	STC Five LLC	A-1	125 KINGSLAND AVE	CLIFTON	NJ	7014
NY03XC137	STC Five LLC	A-1	80 BOMONT PL	TOTOWA	NJ	7512
NY03XC148	STC Five LLC	A-1	198 N WASHINGTON AVENUE	BERGENFIELD	NJ	7621
NY03XC149	STC Five LLC	A-1	193 GROVE STREET	TENAFLY	NJ	7670
NY03XC155	STC Five LLC	A-1	97 YAWPO AVE	OAKLAND	NJ	7436
NY03XC157	STC Five LLC	A-1	WYCKOFF AVENUE	WALDWICK	NJ	7463
NY03XC162	STC Five LLC	A-1	CANNICI DRIVE	RINGWOOD	NJ	7456
NY03XC167	STC Five LLC	A-1	WANAQUE WATER TANK PROPERTY	BOROUGH OF WANAQUE	NJ	74850000
NY03XC168	STC Five LLC	A-1	1105 ROUTE 23 SOUTH	WAYNE	NJ	7470
NY03XC191	STC Five LLC	A-1	NORMANDY ROAD	MIDDLETOWN	NJ	7748
NY03XC193	STC Five LLC	A-1	607 FRANKLIN TURNPIKE	RIDGEWOOD	NJ	74500000
NY03XC194	STC Five LLC	A-1	820 LACEY ROAD	FORKED RIVER	NJ	8731
NY03XC206	STC Five LLC	A-1	1-287 REST AREA	Harding	NJ	79600000
NY03XC208	STC Five LLC	A-1	CORNER OF ROUTES 18 & 34	COLTS NECK	NJ	7722
NY03XC241	STC Five LLC	A-1	BLOCK 168, LOT 25 SAINT CLOUD AVENUE	WEST ORANGE	NJ	7052
NY03XC245	STC Five LLC	A-1	ROUTE 80 AND MT., HOPE AVE	ROCKAWAY	NJ	97866
NY05XD612	STC Five LLC	A-1	116TH AVENUE VAN WYCK ROAD	OZONE PARK	NY	114200000
NY06XC392	STC Five LLC	A-1	ROUTE 17 BOX 974	TUXEDO	NY	10987
NY06XC393	STC Five LLC	A-1	1920 ROUTE 52	EAST FISHKILL	NY	12533
NY06XC396	STC Five LLC	A-1	RALLEYE CHEVEROLETTE	CENTRAL VALLEY	NY	10926
NY06XC397	STC Five LLC	A-1	MEADOW HILL DRIVE	NEWBURGH	NY	12550
NY06XC404	STC Five LLC	A-1	SPRAIN RD, OLD SPRAIN RD.	TOWN OF GREENBURGH	NY	10527
NY06XC405	STC Five LLC	A-1	609 SAW MILL RIVER RD	ELMSFORD	NY	10523
NY06XC413	STC Five LLC	A-1	57 FULLERTON AVE	YONKERS	NY	10704
NY06XC416	STC Five LLC	A-1	DARBY STREET (EAST SIDE)	YORKTOWN	NY	10598
NY06XC419	STC Five LLC	A-1	812 CORPORATE WAY	VALLEY COTTAGE	NY	109890000
NY06XC425	STC Five LLC	A-1	1001 WHITE PLAINS POST ROAD	SCARSDALE	NY	105830000
NY06XC430	STC Five LLC	A-1	FERNIMORE RD & PIPE LINE RD	GREENSBURGH	NY	10530
NY06XC435	STC Five LLC	A-1	33 DEMARTINO AVE	YONKERS	NY	10703
NY06XC436	STC Five LLC	A-1	20 COMMERCE STREET	HAWTHORNE	NY	10532
NY06XC461	STC Five LLC	A-1	ROUTE 303	ORANGETOWN	NY	10962
NY06XC470	STC Five LLC	A-1	11 NEW HEMPSTEAD RD	NEW CITY	NY	10956
NY06XC473	STC Five LLC	A-1	5 Green Lane	Bedford	NY	10507
NY06XC474	STC Five LLC	A-1	ROUTE 17 NORTH	RAMAPO	NY	109510000
NY06XC482	STC Five LLC	A-1	WOODLAND AVENUE (EAST SIDE)	YORKTOWN	NY	10596
NY06XC494	STC Five LLC	A-1	1181 RT. 6	CARMEL	NY	105120000
NY06XC495	STC Five LLC	A-1	ROUTE 22	TOWN OF SOUTHEAST	NY	10509
NY07XC704	STC Five LLC	A-1	607 MIDDLE COUNTRY ROAD	Coram	NY	117270000
NY07XC722	STC Five LLC	A-1	SERVICE ROAD-SOUTH OF LONG ISLAND EXPRESSWAY	NORTH HILL	NY	11578
NY07XC742	STC Five LLC	A-1	2415 JERUSALEM AVENUE	NORTH BELLMORE	NY	11712
NY07XC748	STC Five LLC	A-1	1 STORE HILL RD	OLD WESTBURY	NY	11568
NY07XC757	STC Five LLC	A-1	DEFENSE HILL ROAD	BROOKHAVEN	NY	11786
NY07XC765	STC Five LLC	A-1	FRESH POND AVE/ SOUND AVE	RIVERHEAD	NY	11933
NY07XC772	STC Five LLC	A-1	#3 BOXER COURT	HUNTINGTON	NY	11743

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A22

ASSIGNOR/SPRINT SPECTRUM L.P.

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement"), dated as of May 26, 2005 (the "Effective Date"), is made and entered into by and between and Sprint Spectrum L.P., a Delaware limited partnership ("Assignor"), and Sprint Spectrum Equipment Company, L.P., a Delaware limited partnership ("Assignee"). Capitalized terms used but not otherwise defined herein will have the meanings ascribed to such terms in the Agreement to Contribute, Lease and Sublease, dated as of February 14, 2005 ("Agreement to Contribute") by and between Sprint Corporation, a Kansas corporation, the Subsidiaries of Sprint named on the signature pages to the Agreement to Contribute, and Global Signal Inc., a Delaware corporation.

RECITALS

WHEREAS Assignor desires to transfer, assign and set over to Assignee all of its rights, title and interest in and to the Ground Leases and any Collocation Agreements or other Tower Related Assets it may possess related to the Sites listed on Exhibit A (collectively, the "Transferred Assets"), and Assignee desires to assume and thereafter pay, perform and discharge all rights and responsibilities with respect to the Transferred Assets.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby gives, grants, bargains, conveys, transfers, assigns and sets over to Assignee all of its rights, title and interest in and to the Transferred Assets as a contribution to the capital of Assignee.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing transfer and assignment of the Transferred Assets and agrees to assume and thereafter pay, perform and discharge all rights and responsibilities with respect to the Transferred Assets arising from and after the Effective Date; provided, however, that upon the subsequent transfer and assignment of the Transferred Assets to any Lessor (whether by Assignee or any successor-in-title to Assignee of the Transferred Assets) as contemplated by the Agreement to Contribute, Assignee shall thereby be released from any further obligations under this Agreement with respect to the Transferred Assets.

3. Representation and Warranty of Assignor. Assignor represents and warrants to Assignee that the execution, delivery and performance by Assignor of this Agreement has been duly authorized by Assignor.

4. Successors and Assigns. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ATL_IMANAGE-376734

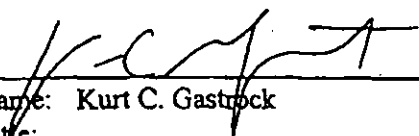
By: RLR Date 05/17/2007 BUN _____

CC: _____ Lease/License # _____ Site ID _____ Doc Type B

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

SPRINT SPECTRUM L.P.

By: 
Name: Kurt C. Gastrock
Title:

ASSIGNEE:

SPRINT SPECTRUM EQUIPMENT
COMPANY, L.P.

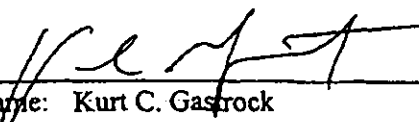
By: 
Name: Kurt C. Gastrock
Title:

Exhibit A

Transferred Assets

1. The Leased Property listed below as indicated by cascade numbers, including the Ground Leases related thereto, the Collocation Agreements, the Tower Related Assets and the Tower Removal Bonds.

See attachment A-1

2. The Leased Property listed below as indicated by cascade numbers, excluding the Ground Leases.

See attachment A-2

Exhibit A-1 to STC Five LLC(1)

Cascade ID	SPV	A-1	Address	City	ST	Zip
NL54XC645	STC Five LLC	A-1	9018 BRIDGE CITY AVE	BRIDGE CITY	LA	700940000
NL54XC651	STC Five LLC	A-1	1708 ORPHEUM	METAIRIE	LA	700050000
NL54XC654	STC Five LLC	A-1	2339 TCHOUPITOULAS ST	NEW ORLEANS	LA	701300000
NL54XC657	STC Five LLC	A-1	30040 HWY 36	LACONBE	LA	704450000
NM03XC001	STC Five LLC	A-1	102 LITTLE POND RD	CONCORD	NH	3301
NM03XC002	STC Five LLC	A-1	58 LOCKE RD	CONCORD	NH	3301
NM03XC004	STC Five LLC	A-1	217 FISHERVILLE RD	PENACOOK	NH	3303
NM03XC006	STC Five LLC	A-1	COLES HILL ROAD	WELLS	ME	4090
NM03XC007	STC Five LLC	A-1	734 ROUTE 3A	BOW	NH	3304
NM03XC008	STC Five LLC	A-1	18 GOSSELIN AVE	HOOCKETT	NH	3108
NM03XC011	STC Five LLC	A-1	55 CONSTITUTION DR	BEDFORD	NH	3110000
NM03XC014	STC Five LLC	A-1	909 EAST INDUSTRIAL PARK DRIVE	MANCHESTER	NH	3104
NM03XC016	STC Five LLC	A-1	CLARK ROAD	LONDONDERRY	NH	3053
NM03XC017	STC Five LLC	A-1	328 ROUTE 101	BEDFORD	NH	3110
NM03XC019	STC Five LLC	A-1	39 SEWALLS PASTER RD.	YORK	ME	3909
NM03XC022	STC Five LLC	A-1	106 MAIN ST	RAYMOND	NH	3077
NM03XC024	STC Five LLC	A-1	36 GUINEA RD	EXETER	NH	3833
NM03XC025	STC Five LLC	A-1	SOUTH ROAD	NORTH HAMPTON	NH	3862
NM03XC026	STC Five LLC	A-1	10 TOWER PLACE	GREENLAND	NH	3840
NM03XC029	STC Five LLC	A-1	SPUR ROAD	DOVER	NH	3820
NM03XC037	STC Five LLC	A-1	ABBAY SAWYER ROAD	DOVER	NH	3820
NM03XC038	STC Five LLC	A-1	38 PARSONS LANE	DOVER	NH	3820
NM03XC039	STC Five LLC	A-1	WADLEIGH ROAD	ROCHESTER	NH	3887
NM03XC040	STC Five LLC	A-1	103 WALNUT ST	ROCHESTER	NH	3887
NM03XC043	STC Five LLC	A-1	533 US ROUTE 1	KITTERY	ME	3904
NM03XC044	STC Five LLC	A-1	518 TATNIC ROAD	WELLS	ME	4090
NM03XC045	STC Five LLC	A-1	750 DANIEL WEBSTER HIGHWAY	MERRIMACK	NH	3054
NM03XC046	STC Five LLC	A-1	2 ASH ST	LONDONDERRY	NH	3053
NM03XC048	STC Five LLC	A-1	505 AMPHERSI ST	NASHUA	NH	3063
NM03XC049	STC Five LLC	A-1	1617 SOUTHWOOD DR	NASHUA	NH	3063
NM03XC051	STC Five LLC	A-1	237 MAIN DUNSTABLE RD	NASHUA	NH	3062
NM03XC052	STC Five LLC	A-1	840 W HOLLIS ST	NASHUA	NH	3062
NM03XC053	STC Five LLC	A-1	39 ORCHARD AVENUE	NASHUA	NH	3060
NM03XC057	STC Five LLC	A-1	PORTLAND RD, US RT #1	ARUNDEL	ME	4048
NM03XC059	STC Five LLC	A-1	MOUNTAIN ROAD	ARUNDEL	ME	4048
NM03XC063	STC Five LLC	A-1	EASTERN ROAD	SCARBOROUGH	ME	4074
NM03XC066	STC Five LLC	A-1	WARREN AVE	PORTLAND	ME	4103
NM03XC068	STC Five LLC	A-1	503 PERSUMPCOT ST	PORTLAND	ME	4103
NM03XC072	STC Five LLC	A-1	EPPING ROAD	EXETER	NH	3833
NM03XC074	STC Five LLC	A-1	137 TOWER RD	LOUDON	NH	3307
NY03XC005	STC Five LLC	A-1	188 ROOSEVELT AVE	CARTERET	NJ	7008
NY03XC013	STC Five LLC	A-1	118 VICTORY	SPRINGFIELD	NJ	7061
NY03XC037	STC Five LLC	A-1	LOGAN ROAD	BRIDGEWATER	NJ	8807
NY03XC045	STC Five LLC	A-1	160 BAEKELAND AVE	MIDDLESEX	NJ	8846
NY03XC052	STC Five LLC	A-1	WESTON MILLS ROUTE 1 & COLLEGE FARM ROAD	NORTH BRUNSWICK	NJ	8903
NY03XC056	STC Five LLC	A-1	174 US HIGHWAY 206 S	SOMERVILLE	NJ	8876
NY03XC062	STC Five LLC	A-1	790 JEFFERSON AVE	UNION	NJ	7083
NY03XC067	STC Five LLC	A-1	710 W LINDEN AVE	LINDEN	NJ	7036
NY03XC068	STC Five LLC	A-1	ROUTE 208	BELLE MEAD	NJ	8502
NY03XC073	STC Five LLC	A-1	175 MORRISTOWN ROAD	BERNARDS TOWNSHIP	NJ	7820
NY03XC084	STC Five LLC	A-1	701 ROUTE 202/206	BRIDGEWATER	NJ	8807
NY03XC097	STC Five LLC	A-1	1515 LIVINGSTON AVENUE	NORTH BRUNSWICK	NJ	8902
NY03XC106	STC Five LLC	A-1	DPW SITE	ORADELL	NJ	7849
NY03XC129	STC Five LLC	A-1	VALLEY RD	West Orange	NJ	70520000
NY03XC135	STC Five LLC	A-1	125 KINGSLAND AVE	CLIFTON	NJ	7014
NY03XC137	STC Five LLC	A-1	80 BOWMONT PL	TOTOWA	NJ	7512
NY03XC148	STC Five LLC	A-1	198 N WASHINGTON AVENUE	BERGENFIELD	NJ	7621
NY03XC149	STC Five LLC	A-1	193 GROVE STREET	TENAFLY	NJ	7670
NY03XC155	STC Five LLC	A-1	97 YAWPO AVE	OAKLAND	NJ	7436
NY03XC157	STC Five LLC	A-1	WYCKOFF AVENUE	WALDWICK	NJ	7463
NY03XC162	STC Five LLC	A-1	CANNICI DRIVE	RINGWOOD	NJ	7456
NY03XC167	STC Five LLC	A-1	WANAQUE WATER TANK PROPERTY	BOROUGH OF WANAQUE	NJ	74650000
NY03XC168	STC Five LLC	A-1	1105 ROUTE 23 SOUTH	WAYNE	NJ	7470
NY03XC191	STC Five LLC	A-1	NORMANDY ROAD	MIDDLETOWN	NJ	7748
NY03XC193	STC Five LLC	A-1	607 FRANKLIN TURNPIKE	RIDGEWOOD	NJ	74500000
NY03XC194	STC Five LLC	A-1	820 LACEY ROAD	FORKED RIVER	NJ	8731
NY03XC206	STC Five LLC	A-1	1-287 REST AREA	Harding	NJ	79600000
NY03XC208	STC Five LLC	A-1	CORNER OF ROUTES 18 & 34	COLTS NECK	NJ	7722

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**FIRST AMENDMENT TO
PCS SITE AGREEMENT**

OZa

This First Amendment to PCS Site Agreement ("First Amendment") is made and entered into as of the 30 day of January, 2004 ("Execution Date"), by and between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("SSLP"), and Pennichuck Water Works, Inc., a New Hampshire corporation ("Owner").

RECITALS

A. Sprint Spectrum L.P., a Delaware limited partnership ("Parent") leased from Owner certain real property located on 39 Orchard Ave, Nashua, Hillsborough County, New Hampshire ("the Site") pursuant to a PCS Site Agreement signed by Owner on August 7, 1996 and by Parent on August 15, 1996 ("Agreement"). Parent subsequently assigned its interest in the Agreement to SSLP, its affiliate.

B. SSLP and Owner desire to amend the Agreement on the terms and conditions contained herein to enable SSLP to obtain additional ground space which will enable SSLP to allow

its general partner ("Co-Locator") to co-locate with SSLP on the Site.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereby agree as follows:

1. The effective date ("Effective Date") of this First Amendment shall be the date that SSLP enters into an agreement with Co-Locator whereby SSLP grants to Co-Locator the right to co-locate on the Site ("Co-Location Agreement"):

2. Owner hereby consents and agrees that SSLP may enter into a Co-Location Agreement with Co-Locator, its subsidiaries, successors and assigns pursuant to which Co-Locator may sublease from SSLP a portion of the Site, as defined in Section 4 herein, for the purpose of installing, operating and maintaining communications antennas and associated communications equipment, cables and shelters. Owner further grants to Co-Locator rights of ingress and egress to the Site in the same manner and to the same extent as granted and conveyed to SSLP under the Agreement, as hereby amended, including, but not limited to, reasonable access to and the right to install, maintain and modify electric and telephone utility service to the Site. Owner consents and agrees to cooperate with Co-Locator in obtaining any necessary governmental or municipal permits and/or licenses to construct and operate at the Site. SSLP will provide the Owner a copy of the fully executed Co-Location Agreement prior to the start of construction.

3. In accordance with Section 5 of the Agreement ("Assignment/Subletting"), so long as Co-Locator subleases a portion of the Site, within thirty (30) days of SSLP's receipt from Co-Locator of each payment of gross sublease rent, SSLP shall pay Owner twenty percent (20%) of such monthly tower sublease rent exclusive of the ground rent attributable to Co-Locator as provided in Paragraph 5 of this First Amendment, which amount shall be in addition to Rent and any other sums due Owner pursuant to the Agreement.

4. As of the Effective Date, Owner hereby leases to SSLP the additional 420 square feet of real property depicted in the attached Exhibit A-1 ("Additional Space"). All references to the Site in the Agreement will be deemed to include the Additional Space. With the Additional Space, SSLP's total lease area shall be 2,920 square feet. Exhibit A-1 hereby supplements the site sketch attached to the Agreement.

5. SSLP will pay to Owner rent for the Additional Space ("Additional Rent") in advance in the amount of [REDACTED]. Additional Rent will commence on the first day of the first month following the earlier of (a) the date that Co-Locator commences construction at the Site or (b) the date which is 90 days from the Effective Date (partial month to be prorated). The Additional Rent will escalate at the same time and in the same manner as described in Exhibit "E" to the Agreement. Upon termination of the sublease between SSLP and Co-Locator under the terms of the agreement between same, said Additional Ground Space may be reverted to Owner at SSLP's sole discretion with thirty (30) days advance notice. SSLP, if it so elects, shall return the Additional Space in a substantially similar condition to that of its condition prior to this First Amendment, at SSLP's own expense. Upon delivery of notice, SSLP's obligation to pay Additional Rent shall cease.

6. SSLP will notify the Co-Locator that the Co-Locator must provide the Owner, prior to the start of construction, a Certificate of Insurance in the amount of \$5,000,000, naming the Owner as "additionally insured" during construction at the site.

7. If Co-Locator and SSLP have not entered into a Co-Location Agreement ninety (90) days following the Execution Date, SSLP may terminate this First Amendment at any time prior to the date that Co-Locator and SSLP enter into the Co-Location Agreement by providing written notice of termination to Owner.

8. Section 6 of the Agreement entitled "Notices" is hereby deleted in its entirety and replaced with the following:

"All notices must be in writing and are effective when deposited in US Mail, certified and postage prepaid, or when sent via overnight delivery to the following addresses:

If to SSLP: Sprint Sites USA
535 East Crescent Avenue
Ramsey, New Jersey 07446
Attention: Property Manager
Sprint PCS Site No.: NM03XC053

With copies to: Sprint National Lease Management
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2650
Overland Park, KS 66251-2650
Attention: Manager
Sprint PCS Site No.: NM03XC053

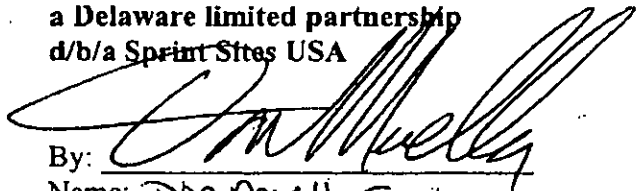
Sprint Law Department
6391 Sprint Parkway
Mailstop: KSOPT0101-Z2020
Overland Park, KS 66251-2020
Attention: Sprint PCS Real Estate Attorney
Sprint PCS Site No.: NM03XC053

If to Owner: Pennichuck Water Works
P.O. Box 448
Nashua, NH 03061-0448

9. All capitalized terms not defined herein shall have the meaning given to such terms in the Agreement. Except as explicitly amended hereby, the Agreement shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

IN WITNESS WHEREOF, SSLP and Owner have executed this First Amendment as of the date first above written.

SPRINT SPECTRUM REALTY CO., L.P.,
a Delaware limited partnership
d/b/a Sprint Sites USA

By: 
Name: Don Mueller
Title: Director - East Region
Date: 11/30/04

OWNER

PENNICHUCK WATER WORKS, INC.,
a New Hampshire corporation

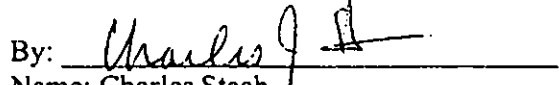
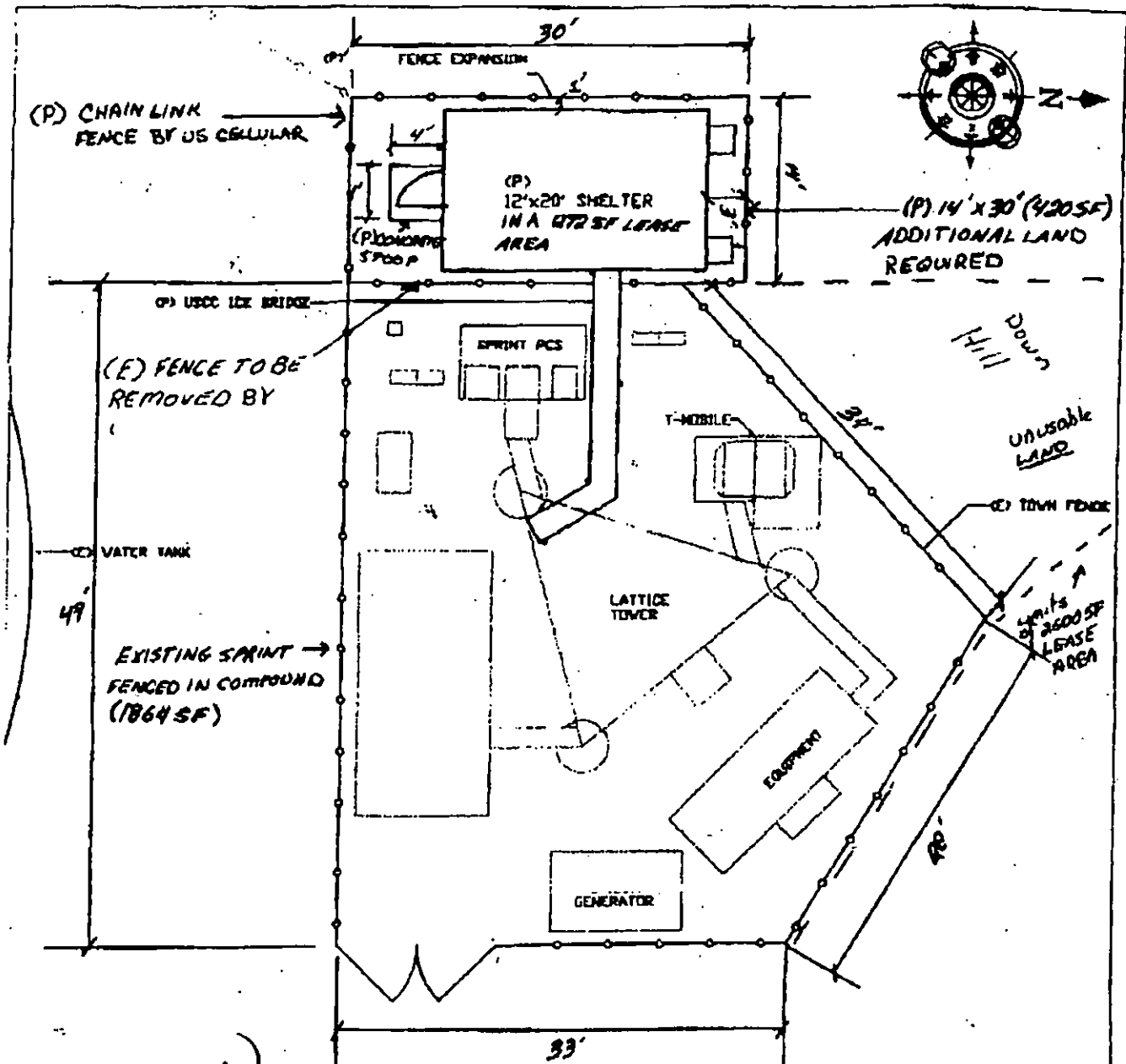
By: 
Name: Charles Staab
Title: Vice President & Treasurer
Date: 11-18-03

Exhibit A-1

10/29/2003 WED 15:48 FAX

002/002



PW
11/17/03
dlz

A SITE PLAN (PROPOSED)
2 SCALE: 3/32" = 1'-0"

Sprint total lease area 2,920 sq. ft.

U.S. CELLULAR CO-LOCATE 39 ORCHARD AVE. NASHUA, NH NM03XC053-06		Approved by: SFP ENGINEER: <i>[Signature]</i> DATE: 10/29/03	
Sprint Sites USA		Approved by: SFP MANAGER: _____ DATE: _____	
Approved by: M. JONES		Approved by: SLSUSA DIRECTOR: _____ DATE: _____	
1	LEASE EXHIBIT	Approved by: M. JONES	Approved by: B. ACKERSON DATE: 10/29/03
Approved by: CLIENT: _____ DATE: _____		Approved by: CLIENT: _____ DATE: _____	

E NAME NASHUA EXIT 3

Premises and Use. Owner leases to Sprint Spectrum L.P., ("Sprint Spectrum") a ware limited partnership, the site described below:

- one (1) appropriate box(es)
- total property consisting of approximately 2,500 square feet of land;
- building interior space consisting of approximately ___ square feet;
- building exterior space for attachment of antennas
- building exterior space for placement of base station equipment;
- power antenna space;
- space required for cable runs to connect PCS equipment and antennas;

and location(s) ("Site") shown on Exhibit A; together with a non-exclusive easement for reasonable access thereon and to the appropriate, in the discretion of Sprint Spectrum, use of electric and telephone facilities. The Site will be used by Sprint Spectrum for purpose of installing, removing, replacing, maintaining and operating, at its expense, personal communications service system facility ("PCS"), including, without limitation, PCS antenna equipment and fixtures. Sprint Spectrum will use the Site in a manner which will not unreasonably disturb the occupancy of Owner or Owner's other tenants.

Term. The term of this Agreement (the "Initial Term") is five years, commencing on date ("Commencement Date") Sprint Spectrum signs this Agreement. This Agreement shall be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless Sprint Spectrum provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term, provided, however, that at the time of commencement of any renewal term Sprint Spectrum shall not be in default under this Agreement.

Rent. Rent will be paid beginning on the Commencement Date. The rent will be paid monthly in advance on the first of each month, with partial months to be prorated. The monthly rent will be

Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Sprint Spectrum is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Sprint Spectrum is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

Assignment/Subletting. Sprint Spectrum will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Sprint Spectrum may assign or sublet without Owner's prior written consent to any party controlling, controlled by or under common control with Sprint Spectrum or to any party which acquires substantially all of the assets of Sprint Spectrum. In the event Owner consents to a sublet or co-location by Sprint Spectrum to a Non-Affiliate for all or a portion of the Site, twenty percent (20%) of each Gross Revenue Payment received from such Non-Affiliate will be paid to Owner by Sprint Spectrum within thirty (30) days of actual receipt of a Gross Revenue Payment by Sprint Spectrum. For purposes of this Section 5 the following terms will have the following meanings: "Non-Affiliate" means any party other than (i) any party controlling, controlled by, or under common control with Sprint Spectrum, or (ii) any affiliated party acquiring substantially all of the assets of Sprint Spectrum. "Gross Revenue Payment" means any sublease or co-location rental payment received by Sprint Spectrum from a Non-Affiliate.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

7. Improvements. Sprint Spectrum may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with Sprint Spectrum with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, Sprint Spectrum may remove its equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint Spectrum will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Sprint Spectrum will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint Spectrum desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment which results in technical interference problems with Sprint Spectrum's then existing equipment.

10. Utilities. Owner represents that utilities adequate for Sprint Spectrum's use of the Site

are available, Sprint Spectrum will pay for all utilities used by it at the Site. Owner will cooperate with Sprint Spectrum in Sprint Spectrum's efforts to obtain utilities from any location provided by Owner or the servicing utility. Owner represents that in the event it replaces and/or relocates the existing water tower, such replacement and/or relocation will not interfere with the provision of utilities to the Site. Sprint Spectrum will install new utilities to accommodate the expected replacement and/or relocation of the water tower.

11. Termination. Sprint Spectrum may terminate this Agreement at any time by notice to Owner without further liability if Sprint Spectrum does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if Sprint Spectrum, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and Sprint Spectrum each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys fees) and claims of liability or loss which arise out of the use and/or occupancy of the site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Sprint Spectrum shall not introduce or use any such substances on the Site in violation of any applicable law.

15. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Sprint Spectrum, Owner agrees promptly to execute and deliver to Sprint Spectrum a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; and (g) Sprint Spectrum agrees to pay an non-refundable additional rent the sum of \$2,500.00 to Owner payable within ten (10) days of execution of this Agreement by both parties. The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B, C, D and E.

OWNER: MUNICIPEL WATER WORKS, INC.
By: *[Signature]*

Its: *[Signature]*
S.S./Tax No.:

See Exhibit A1 for continuation of Owner signature
Address: P.O. Box 448
Nashua, NH 03061-0448 Date: August 7, 1996

Sprint Spectrum L.P. a Delaware limited partnership
By: *[Signature]*

By: Steven Palmer
Its: Director Engineering & Operations,
New Hampshire/Maine MTA
Address: 135 Commerce Way, Suite 2100
Portsmouth, NH 03801 Date: 8/13/96

EXHIBIT A*
SITE DESCRIPTION

Site Name NASHUA EXIT 3

Site I.D. NH/M 53A

Site situated in the City of Nashua, County of Hillsborough, State of New Hampshire, commonly described as follows:

Legal Description: A portion of the premises located off Orchard Avenue, Nashua, Hillsborough County, New Hampshire, more particularly described in quitclaim deed of Pennichuck Corporation, formerly known as Pennichuck Water Works to Pennichuck Water Works, Inc. dated December 2, 1992 and recorded in the Hillsborough Registry at Book 5395, Page 87.

Sketch of Site:

SEE SKETCH ATTACHED AT A-2

Owner Initials MS

Sprint Spectrum Initials SP

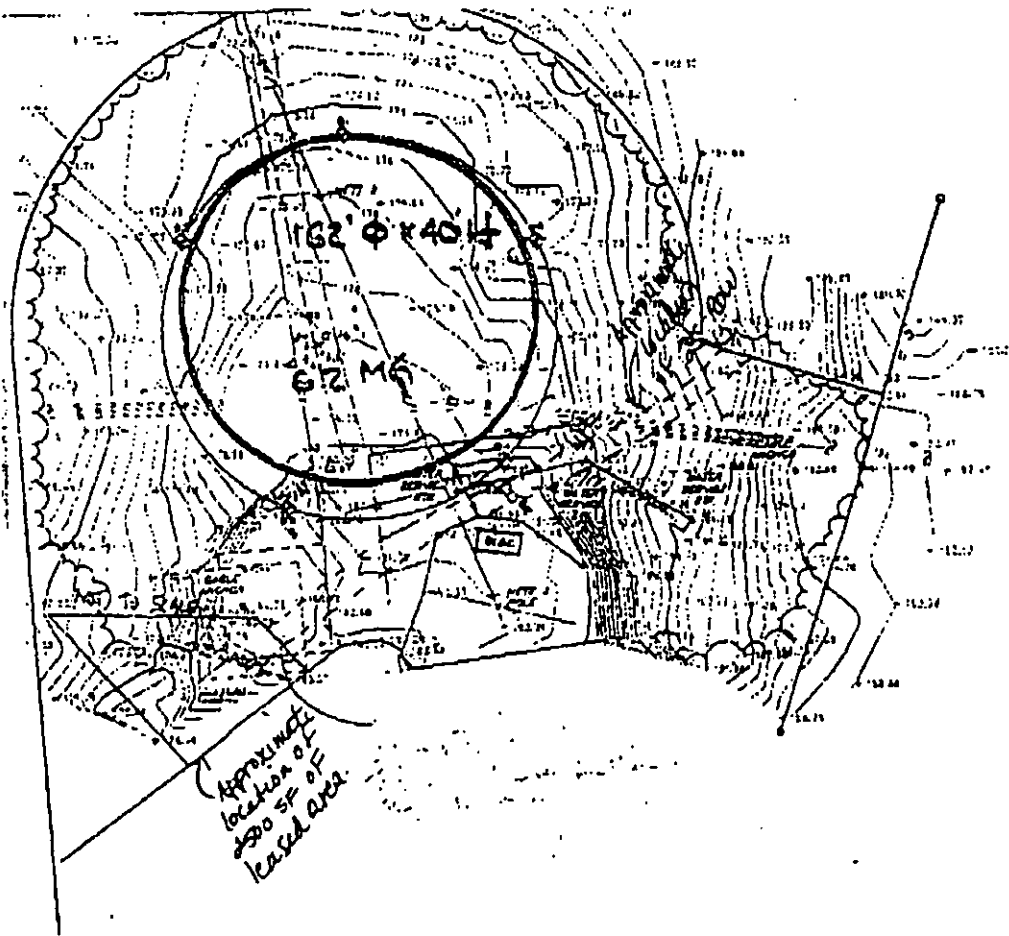
Note: Owner and Sprint Spectrum may, at Sprint Spectrum's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

11/04/04 Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.

EXHIBIT A*
SITE DESCRIPTION

name NASHUA EXIT 3

Site I.D. NH/M 51A



Owner Initials WTK
 Sprint Spectrum Initials S. P. ...

Note: Owner and Sprint Spectrum may, at Sprint Spectrum's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

(Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.)

**EXHIBIT B
NOTICE OF LEASE**

Site Name NASHUA EXIT 3

Site I.D. NH/M 53A

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 19____, between Pennichuck Water Works, Inc. ("Owner") and Sprint Spectrum L.P. ("Sprint Spectrum"), a Delaware limited partnership, the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Sprint Spectrum a certain site ("Site") located at Orchard Avenue, City of Nashua, County of Hillsborough, State of New Hampshire, within the property owned by Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted right of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 19____, which term is subject to four (4) additional five (5)-year extension periods by Sprint Spectrum.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

OWNER: PENNICHUCK WATER WORKS, INC.

Signature: [Handwritten Signature]
Name: ADVANCE L. ARET
Title: President

Exhibit B: for examination of Owner signature

Address: P.O. Box 448
Nashua, NH 03061-0448

Date: August 7, 1996

Sprint Spectrum L.P.
Delaware limited partnership

Name: Steven Paisner
Title: Director Engineering & Operations,
New Hampshire/Maine MTA
Address: 135 Commerce Way, Suite 200
Portsmouth, NH 03801

Owner Initials WPA
Sprint Spectrum Initials S Paisner 8/1/96
Exhibit A - Site Description

**EXHIBIT C
INSURANCE**

Name NASHUA EXIT 3

Site I.D. NH/M 53A

Sprint Spectrum will produce and maintain a public liability policy, with limits of \$2,000,000 for bodily injury, \$5,000,000 for property damage, \$5,000,000 aggregate, with a certificate of insurance to be furnished to Owner at closing. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner.

Owner Initials MTU
Sprint Spectrum Initials J. P. ...

**EXHIBIT D
TAXES**

Site Name NASHUA EXIT 3

Site I.D. NH/M 53A

Sprint Spectrum will be responsible for payment of any personal and/or real property taxes assessed directly upon, or any portion of such taxes attributable to, the installation and use of the communications facility on the Site. Owner will pay when due all personal and/or real property taxes and all other fees and assessments attributable to the Site. However, Sprint Spectrum will pay, as additional rent, any increase in personal and/or real property taxes levied against the Site (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Sprint Spectrum's use of the Site, and Owner agrees to furnish reasonable proof of such increase to Sprint Spectrum.

Owner Initials MAH
Sprint Spectrum Initials J. P. [Signature]

**EXHIBIT E
RENTAL INCREASES**

Site Name NASHUA EXIT 3

Site I.D. NH/M 53A

Anything set forth in Section 3 of the foregoing Agreement to the contrary notwithstanding, the rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to (check appropriate box):

The amount of the monthly or annual installment of rent payable during the preceding year increased by [REDACTED] with a cap not to exceed a total increase of [REDACTED] during the Initial Term or any Renewal Term; or

[REDACTED]

Owner Initials [Signature]
Sprint Spectrum Initials [Signature]

EXHIBIT E
RENTAL INCREASES

Name NASHUA EXIT 3

Site I.D. NH/M 53A

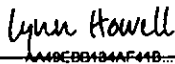
Anything set forth in Section 3 of the foregoing Agreement to the contrary notwithstanding, the rent hereunder will be increased on each anniversary of the Commencement Date to an amount equal to (check appropriate box):

**GLOBEAL SIGNAL ACQUISITIONS II LLC
ASSISTANT SECRETARY'S CERTIFICATE**

I, Lynn Howell, do hereby certify that I am the Assistant Secretary of GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("Company") and further CERTIFY that:

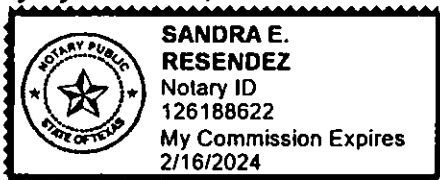
1. Christine Morgan is a Manager Contract Development of the Company and continues to hold such office as of the date below; and
2. as of the date of execution of the license agreement, April 22, 2020, Christine Morgan, pursuant to the Commitment Authority Policy of the Company dated May 29, 2019, a Manager Contract Development of the Company is authorized to execute agreements, including leases and licenses, related to the Company with an aggregate value of up to \$100,000.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22nd day of April, 2020.

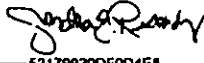
DocuSigned by:

 Lynn Howell, Assistant Secretary

STATE OF TEXAS
COUNTY OF HARRIS

This certificate was subscribed and sworn before me on the 22nd day of April, 2020, by Lynn Howell, Assistant Secretary of GLOBAL SIGNAL ACQUISITIONS II LLC.



My Commission Expires: 2/16/2024

DocuSigned by:

 Notary Public

Certificate Of Completion

Envelope Id: A9282C589C8F48DF8B3C73FF60366D31

Status: Sent

Subject: BU-878777_PLIC-615127_App-416636_East_CELL 153 NASHUA EVERETT TPK.,_NEW HAMPSHIRE DOT

ApplicationId: 416636

BusinessUnit: 878777

License: 615127

Area: ETA

District: NE

Source Envelope:

Document Pages: 122

Signatures: 1

Envelope Originator:

Lorraine Connors at Crown Castle

2000 Corporate Drive

Canonsburg, PA 15317

Lori.Connors@crowncastle.com

IP Address: 64.213.130.241

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

4/22/2020 4:21:36 PM

Holder: Lorraine Connors at Crown Castle

Lori.Connors@crowncastle.com

Location: DocuSign

Signer Events

Jacqueline Cano

Jacqueline.Cano@crowncastle.com

Security Level:

.Email

ID: 62507a3f-1880-40d6-b90b-f73ab689504c

4/22/2020 5:03:05 PM

Signature

Completed

Using IP Address: 68.107.177.147

Timestamp

Sent: 4/22/2020 4:51:28 PM

Viewed: 4/22/2020 5:03:13 PM

Signed: 4/22/2020 5:04:29 PM

Electronic Record and Signature Disclosure:

Accepted: 4/22/2020 5:03:13 PM

ID: 38e492b1-b4ff-4560-919b-f9e8cc42c342

Christine Morgan at Crown Castle

christine.morgan@crowncastle.com

Manager, Contract Development

Crown Castle International Corp.

Signing Group: Crown Manager, Contract

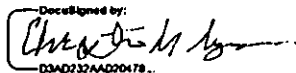
Development

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DocuSigned by:

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Signature Adoption: Pre-selected Style

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Sent: 4/22/2020 5:17:42 PM

Viewed: 4/22/2020 5:20:05 PM

Signed: 4/22/2020 5:20:18 PM

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Execution Specialist
 executionspecialist2.embedded@crowncastle.com
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature**Timestamp**

Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events**

Crown Contract Coordinator
 documentexecution@crowncastle.com
 Security Level: Email, Account Authentication
 (None)

Status**VIEWED****Timestamp**

Sent: 4/22/2020 5:05:01 PM
 Viewed: 4/22/2020 5:17:40 PM
 Completed: 4/22/2020 5:17:41 PM

Using IP Address: 8.20.92.226

Electronic Record and Signature Disclosure:
 Accepted: 4/22/2020 5:17:40 PM
 ID: 11d2545f-8075-4d61-89cd-049e607e7db5

Susan Klasen
 Susan.Klasen@dot.nh.gov
 Security Level: Email, Account Authentication
 (None)

Sent: 4/22/2020 5:20:41 PM
 Resent: 4/23/2020 10:01:37 AM
 Viewed: 4/23/2020 3:39:25 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/23/2020 3:39:25 PM
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Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/23/2020 10:01:37 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.

State of New Hampshire

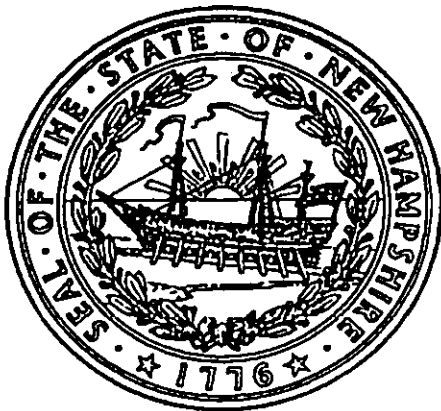
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GLOBAL SIGNAL ACQUISITIONS II LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on April 14, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 534536

Certificate Number: 0004518802



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Approval by Attorney General's Office for form and execution.

Alvin B. Greenstein

5/8/20
Date



Date: April 21, 2020
To: NEW HAMPSHIRE DOT
Regarding: NEW HAMPSHIRE DOT / /
BUN: 826231 / / NH557/233 S. River Rd / Order/Application # 416614

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of NEW HAMPSHIRE DOT, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Skyler Cichy at 206-336-7407.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle
Attn: Contract Development Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to ContractServices@CrownCastle.com or by phone at 1-833-809-8011.

Thank you,

Contract Specialist
Crown Castle



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

TOWER SITE LICENSE AGREEMENT

(LICENSE FOR USE OF TOWER AND GROUND SPACE)

THIS TOWER SITE LICENSE AGREEMENT (this "Agreement") is entered into as of this this _____ day of _____, _____ (the "Effective Date"), between T-Mobile USA Tower LLC, a Delaware limited liability company ("Licensor"), whose Manager (as defined in Section A below) has a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317, and New Hampshire Department Of Transportation, a New Hampshire government entity, with its principal place of business at 110 Smokey Bear Boulevard, Concord, Merrimack County, New Hampshire 03302-0483 ("Licensee").

The parties hereto agree as follows:

A. MANAGEMENT AGREEMENT, MANAGER

Pursuant to a certain Management Agreement dated as of November 30, 2012 (the "Management Agreement") by and among Licensor, CCTMO LLC, a Delaware limited liability company ("Manager"), and certain of their affiliates, Manager was (i) appointed as Licensor's exclusive operator with respect to the management, administration and operation of certain "Managed Sites" (as defined in the Management Agreement), including the Site (as defined in Section 1 below), (ii) granted a limited power of attorney to review, negotiate and execute customer collocation agreements, such as this Agreement, and (iii) authorized to receive all of the revenue generated by the Site, including all revenue due under this Agreement. Notwithstanding anything to the contrary herein, Licensor and Licensee acknowledge and agree that, pursuant to the Management Agreement: (a) Manager is authorized to act as Licensor's exclusive operator and contract administrator for the Site; (b) Manager will perform all of Licensor's duties and obligations under this Agreement; (c) Manager has been granted a power of attorney to execute this Agreement on Licensor's behalf; (d) Manager is authorized to receive all payments due under this Agreement; and (e) Licensee shall direct to Manager all payments, fees, applications, approvals, permits, notices and any other documentation required hereunder or otherwise relating to Licensee's co-location at the Site.

1. DEFINITIONS

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

TT: E 1532037

Prepared by: D. Whipkey / L. Connors

Prepared on: 6/25/2018

Revised on: 4/20/2020

App Rev #: 24

LRF Rev #: 11

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

“Adjusted Fee” means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

“Adjustment Date” means the date on which the Basic Payment and all other fees set forth herein shall be adjusted as set forth in Section 5.2 below.

“AM Detuning Study” means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

“AM Detuning Study Fee” means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an AM Detuning Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

“Base Fee” means the then-current Basic Payment or other fee, as applicable.

“Basic Payment” means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

“Basic Payment Commencement Date” means the earlier of: i) the first (1st) day of the month in which completion of Licensee’s installation occurs, or ii) October 1, 2020.

“Closeout Documentation” means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

“Code” means TIA-222-X, where the “X” refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

“Conveyance” includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

“Crown Castle” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

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Prepared by: D. Whipkey / L. Connors

Prepared on: 6/25/2018

Revised on: 4/20/2020

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App Rev #: 24

LRF Rev #: 11



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

“Current Term Expiration Date” means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

“Deed” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“Equipment” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“Event of Default” means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“FAA” means the Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

“Government Entity” means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“Grantor” means the grantor named in the Deed, if applicable.

“Inspection Fee” means the fee payable by Licensee to Crown Castle in the amount of One Thousand and 00/100 Dollars (\$1,000.00) to defray Licensor’s costs associated with Crown Castle’s inspection of any Work not performed by Crown Castle. Said amount is subject to adjustment in accordance with Section 5.2 below.

“Installation Standards” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

“Intermodulation Study” means a study to determine whether an RF interference problem may arise.

“Intermodulation Study Fee” means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

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“**Landlord**” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“**Laws**” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“**Lender**” means any and all lenders, creditors, indenture trustees and similar parties.

“**Licensed Equipment**” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“**Licensed Space**” means that portion of the Site that is licensed to Licensee hereunder.

“**Licensee**” means the party named as “Licensee” in the first paragraph hereof and its successors-in-interest.

“**Licensor**” means the party named as “Licensor” in the first paragraph hereof and its successors-in-interest.

“**Modification**” means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement of any of Licensee’s equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a “Modification”, provided that such replacement does not negatively affect the tower’s loading capacity, as determined by Licensor.

“**Modification Application Fee**” means the fee payable by Licensee to Licensor in the amount of Five Hundred and 00/100 Dollars (\$500.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application with respect to a Modification. Said amount is subject to adjustment in accordance with Section 5.2 below.

“**NTP**” means a written notice to proceed.

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“Pre-Existing Use” means any installation or modified use of Licensor’s or another user’s equipment prior to the installation or modified use of Licensee’s Equipment.

“Prime Lease” means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor’s rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

“Prior Agreement” means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

“Pro Rata Share” means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining “Pro Rata Share”, Licensor shall be deemed to be a then-existing user of the Site.

“Regulatory Compliance Costs” means the reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

“RF” means radio frequency.

“Security Instrument” means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

“Site” means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Services Agreement” means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

“Site Application Fee” means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

“Site Engineering Application” means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The

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approved Site Engineering Application, if any, for Licensee's permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**:

"Site Plan" means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

"Structural Analysis" means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

"Structural Analysis Fee" means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to defray Licensor's costs incurred with respect to its performance of a Structural Analysis with respect to the installation of Licensee's tower-mounted Equipment described herein or with respect to any Modification to Licensee's Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

"Subsequent Use" means any installation or modified use of Licensor's or another user's equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

"Term" means the term of this Agreement, as set forth in Section 4 below.

"Term Commencement Date" means the date of full execution of this Agreement.

"Tower Level Drawing" means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

"Unlicensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

"Work" means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

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2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE

2.1 **The Site.** The Site consists of that certain parcel of property, located in the Town of Bedford, the County of Hillsborough, and the State of New Hampshire, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 Tower-Mounted Equipment Not Installed Within 180 Days After Commencement of Installation. With respect to the installation of any tower-mounted Equipment not already installed on the Site pursuant to a Prior Agreement, if Licensee fails to install all of its tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification) within one hundred eighty (180) days after commencement of its initial installation of such tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after said one hundred eighty (180) day period; provided, however, Licensee may thereafter install the remainder of the permitted but uninstalled tower-mounted Equipment for no increase to the Basic Payment, subject to available capacity at the Site, as determined by Licensor. Licensee shall notify Licensor in writing and coordinate with Licensor prior to installing any portion of the remainder of the permitted but uninstalled tower-mounted Equipment after said one hundred eighty (180) day period. Licensee acknowledges and agrees that Licensor may require that Licensee submit a new Site Engineering Application with respect to the installation of the remainder of such permitted but uninstalled tower-mounted Equipment. In the event that Licensor determines that the Site or tower located thereon cannot accommodate such permitted but uninstalled tower-mounted Equipment without requiring modifications thereto, then the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating such permitted but uninstalled tower-mounted Equipment.

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2.2.2 Reduction of Available Capacity Due to Change in Applicable Law. If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to Licensee's completion of installation of any tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification), Licensor determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

2.3 Application for Modifications. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee's use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

2.4 Conditions Precedent to Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease or Deed to allow Licensor to license the Licensed Space to Licensee, if such consent is required, or Licensor has determined that no such written consent is required; (ii) a Site Engineering Application for such installation or Modification has been approved by Licensor; (iii) Licensor has received and approved Licensee's drawings showing the proposed installation of or Modification to the Equipment; (iv) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee's proposed use of the Site; (v) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (vi) the Site Application Fee, Modification Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vii) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor's NTP process. With respect to Licensee's initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party; provided, however, the foregoing right to terminate

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this Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

2.5 Performance of Work. Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall (i) only engage a contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

2.6 Closeout Documentation. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensor One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

2.7 Licensor's Remedies for Undocumented Installation or Modification. In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of this Agreement: (i) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus the Modification Application Fee, plus any costs incurred to assess the impact of the unauthorized installation or Modification; (ii) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (iii) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification. In the alternative to other remedies available to Licensor hereunder (i.e., the other remedies

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available to Licensor outside of this Section 2.7), Licensor may terminate this Agreement and require Licensee to immediately vacate the Site.

2.8 **Acceptance of Licensed Space and Site.** By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iii) waives any claims against Licensor related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES

3.1 **Access to Site.** Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in Exhibit A, and non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area; provided, however, in the event that Licensee requires access to the Site but snow or some other obstruction on or in the access area is preventing or otherwise materially hindering Licensee's access to the Site, then Licensee shall notify Licensor of such snow or other obstruction and Licensor and Licensee shall cooperate with one another for the removal of such snow or other obstruction, on terms mutually agreeable to the parties.

3.2 **Authorized Persons; Safety of Personnel.** Licensee's right of access to the Site shall be limited to contractors approved by Crown Castle or persons under their direct supervision. Licensee shall not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site and tower access are material terms of this Agreement.

3.3 **Notice to Licensor.** Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

3.4 **Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

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3.5 Permits, Authorizations and Licenses. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 Zoning Approval. At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

3.7 Utilities. Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as reasonably allocated by Licensor.

4. TERM

4.1 Term of Agreement. The term of this Agreement shall commence on the Term Commencement Date and continue for a period of Five (5) year(s), ending on the day immediately prior to the Fifth (5th) anniversary of the Term Commencement Date at 11:59:59 p.m. New York time (the "Term").

4.2 Automatic Term Renewal. The Term shall automatically extend for Four (4) renewal period(s) of Five (5) year(s) each unless either party provides written notice to the other of its election not to renew the Term, at least One Hundred Eighty (180) days prior to the Current Term Expiration Date; provided, however, in the event that Licensee provides written notice of non-renewal to Licensor in accordance herewith but does not cause its Equipment to be removed from the Site prior to the Current Term Expiration Date, then (i) if all possible renewal periods have not been exhausted, such non-renewal notice shall be deemed to be invalid and have no force and effect, and this Agreement shall be deemed to have continued for an additional renewal period in accordance with this Section 4.2, as of the Current Term Expiration Date, and (ii) if all possible renewal periods have been exhausted, Section 23 below shall apply with respect thereto.

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4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of this Agreement, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the Term of this Agreement shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

5. CONSIDERATION

5.1 **Basic Payment.** Licensee shall pay to Licensor One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) per calendar quarter, subject to adjustment in accordance with Section 5.2 below (the "Basic Payment"), for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal quarterly payments payable on the Basic Payment Commencement Date, and on the first day of each calendar quarter thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to CCTMO LLC, P.O. Box 301853, Dallas, TX 75303-1853. Licensee shall include the JDE Business Unit No. 826231 on or with each payment. Payments for any partial month shall be prorated.

5.2 **Adjustments to Basic Payment and Other Fees.** The Basic Payment and all other fees herein that are expressed as fixed dollar amounts (excluding any fees in this Section 5 other than the Basic Payment that are expressed as fixed dollar amounts) shall be increased (but never decreased) on the first anniversary of the Rent Commencement Date and every anniversary of such date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the Basic Payment and other fees shall be calculated by the following formula:

$$\text{The Adjusted Fee} = \text{Base Fee} + (\text{Base Fee} \times 3\%)$$

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensor's election, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same (together with supporting documentation).

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. At Licensor's election, Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site itself or against Licensor's improvements thereon. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee

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Prepared on: 6/25/2018

Revised on: 4/20/2020

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App Rev #: 24

LRF Rev #: 11



Customer Site Name: N/A
 Customer Site No.: N/A
 Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
 JDE Business Unit: 826231
 License Identifier: 606120
 Type of Site: T-Mobile Managed Site

promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, Licensee's Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

5.5 INTENTIONALLY OMITTED.

5.6 **Up-front Collocation Fee.** Within thirty (30) days after the Effective Date of this Agreement, Licensee shall pay to Manager, or shall cause to be paid to Manager, without demand, a one-time non-refundable fee of Sixteen Thousand Five Hundred Seven and 99/100 Dollars (\$16,507.99) (the "Up-front Collocation Fee"). Said Up-front Collocation Fee is to reimburse Manager for certain payments ("Additional Lease Payments") that it is required to pay pursuant to the real property lease or other instrument from which its rights in the site are derived (the "Real Property Lease"), as a result of the rights granted to Licensee herein.

6. INTERFERENCE

6.1 **Interference to Licensee's Licensed Operations.** Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensor in writing of such RF interference, (ii) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 **Interference by Licensee.** Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to

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Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions.

6.3 **Interference to Licensee's Unlicensed Operations.** Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 **Relocation of Equipment at Licensor's Option.** Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 **Third Party Offers for Licensed Space.** In the event that Licensor receives a proposal from a third party to license the Licensed Space for a fee in excess of One Thousand and 00/100 Dollars (\$1,000.00) per month, then, unless Licensee agrees to amend the Basic Payment to equal the amount offered by said third party (within thirty (30) days of the date of said notice from Licensor), Licensor shall have the right to either (i) relocate the Equipment, or (ii) if Licensor determines, in its sole judgment, that such relocation is not feasible, terminate this Agreement on thirty (30) days written notice.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

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9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. INTENTIONALLY DELETED

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. The liability insurance policies, automobile, commercial general liability, and umbrella shall be endorsed to cover Licensor (and Licensor's manager, as applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary liability insurance maintained by Licensor (and any primary liability insurance maintained by Licensor's manager, as applicable) on a form that does not exclude the concurrent negligence of the additional insured.

At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensor) shall obtain the following insurance coverage: (i) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including, but not limited to, coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; (iv) umbrella liability insurance of \$5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.

If Licensee carries insurance with limits higher than the minimum limits required by this Section 11, then such higher limits shall apply as to comply with the limits required by this Section 11. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located. All policies required to be provided pursuant to this section shall contain a waiver of subrogation in favor of Licensor and Licensor's site manager. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of

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the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall agree to provide a copy of said policies upon receipt of written request by Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

Notwithstanding the foregoing, it is acknowledged and agreed that Licensee (for itself alone) shall be entitled to self-insure for all or a portion of the above coverages and insurance requirements in accordance with Licensee's customary and usual practice. Licensee agrees to provide to Licensor its standard form of letter confirming Licensee's responsibility for claims and liability with value up to the amount of Licensee's self-insured retention, and, if applicable, the existence of Licensee's excess liability insurance coverage above such amount sufficient to meet the insurance coverage requirements hereunder. Such self-insurance shall respond in the same manner that the required insurance policies would have if the Licensee had purchased insurance in the standard insurance market.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy for such interruption of use shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Each of the following shall constitute an Event of Default hereunder: (i) Licensee's failure to pay any amount due hereunder within thirty (30) days after receipt of written notice from Licensor that said

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payment is delinquent; (ii) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee's breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee's violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within sixty (60) days after receipt of written notice from the non-breaching party of said breach, provided, however, such sixty (60) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the sixty (60) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate this Agreement as set forth in Section 19.3 below. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars (\$35.00) for each month or partial month that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor's right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of **Exhibit B** or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW, VENUE

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

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16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: New Hampshire Dept. Of Transportation
110 Smokey Bear Blvd
Concord, NH 03302
Telephone Number: (603) 271-6862

»

As to Licensor: T-Mobile USA Tower LLC
c/o CCTMO LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department Telephone
Number: (724) 416-2000

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto.

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Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site.

19. TERMINATION

19.1 Withdrawal or Termination of Site Zoning Approval or Permit. In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 Termination of Prime Lease. If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

19.3 Termination in the Event of Default. In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate this Agreement by providing written notice of such termination to the defaulting party. Such written notice shall describe (i) the Event of Default, and (ii) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-defaulting party's right to terminate this Agreement pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under this Agreement.

19.4 Termination of Licensee's Funding. This Agreement, including any renewal terms, is contingent upon Governor and Council approval, or the approval of The New Hampshire Department of Transportation and the appropriation of sufficient funds from the New Hampshire Legislature for Licensee to carry out its payment obligations under this Agreement. If, in the sole judgment of Licensee, sufficient funds have not been appropriated, then Licensee may terminate this Agreement upon thirty (30) days prior written notice to Licensor. Such termination shall relieve both parties of all further obligations hereunder as of the effective date of such termination, provided that Licensee shall still be obligated to pay to Licensor all Basic Payments for the period prior to such termination and any other payment obligations that accrued prior to such termination. In the event of termination of this Agreement pursuant to this Section 19.3, Licensor shall refund to Licensee any pre-paid Basic Payments on a pro-rata basis for any period after the effective date of such termination.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

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21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 **Subordination.** Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 **Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 **Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain

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bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

**23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT,
REMAINING EQUIPMENT FEE**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:

- (i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
 - (a) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of this Agreement,
 - (b) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and
- (iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:

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- (a) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
- (b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
- (c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Term Commencement Date, and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

TT: E 1532037

Prepared by: D. Whipkey / L. Connors

Prepared on: 6/25/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 24

LRF Rev #:11



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

This Agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign or official immunity to which the State of New Hampshire (Licensee) and its representative and agents are lawfully entitled.

[Signature page follows]

TT: E 1532037

Prepared by: D. Whipkey / L. Connors

Prepared on: 6/25/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

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Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

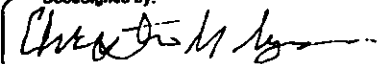
Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the Effective Date.

Licensors


T-Mobile USA Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney-in-Fact

DocuSigned by:

By: Christine Morgan
Name: Christine Morgan at Crown Castle
Title: Manager, Contract Development
Date: April 22, 2020

Licensee

New Hampshire Dept. Of Transportation,
a New Hampshire government entity

By: 
Name: William Cass
Title: Asst. Commissioner
Date: 4/28/20



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

EXHIBIT A to Tower Site License Agreement
SITE AND ACCESS AREA LEGAL DESCRIPTIONS

See Attached

TT: E 1532037

Prepared by: D. Whipkey / L. Connors

Prepared on: 6/25/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 24

LRF Rev #:11

An area measuring 50' x' 50' in size and contained within the following parent parcel:

SITUATED IN THE TOWN OF BEDFORD, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE.

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF BEDFORD, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE, TOGETHER WITH ANY IMPROVEMENTS LOCATED THEREON, WHICH IS DEPICTED AS "PARCEL 22-4" ON A PLAN ENTITLED "PLAN OF LOT CONSOLIDATION AND BOUNDARY LINE ADJUSTMENTS," RECORDED ON NOVEMBER 7, 1989, IN THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS AS PLAN #23922 THEREIN. SAID PARCEL BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT LANDS OF THE STATE OF NEW HAMPSHIRE, BEING THE NORTHERLY SIDELINE OF U.S. ROUTE 3 AND THE WESTERLY SIDELINE OF AN ACCESS ROADWAY OWNED BY THE STATE OF NEW HAMPSHIRE;

THENCE ONE HUNDRED NINE AND SEVEN HUNDREDTHS FEET (109.07') ALONG THE ARC OF A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF NORTH SIXTY-EIGHT DEGREES, THIRTY-ONE MINUTES, FORTY-ONE SECONDS WEST (N 68° 31' 41" W) AND A RADIUS OF NINE-HUNDRED THIRTY-ONE AND FORTY-EIGHT HUNDREDTHS FEET (931.48) ALONG SAID U.S. ROUTE 3 TO A POINT ON THE EASTERLY SIDELINE OF THE F.E. EVERETT TURNPIKE, SO CALLED, SAID POINT BEING LOCATED NORTH TWELVE DEGREES, FORTY-SIX MINUTES, FIFTY-THREE SECONDS WEST (N 12° 46' 53" W) ONE AND FORTY-TWO HUNDREDTHS FEET (1.42') FROM A NEW HAMPSHIRE HIGHWAY DEPARTMENT CONCRETE BOUND;

THENCE NORTH TWELVE DEGREES, FORTY-SIX MINUTES, FIFTY-THREE SECONDS W (N 12° 46' 53" W) TWO HUNDRED SEVENTEEN AND THIRTY-THREE HUNDREDTHS FEET (217.33') ALONG SAID F.E. EVERETT TURNPIKE TO A POINT AT OTHER LAND OF THE GRANTEES;

THENCE SOUTH EIGHTY-THREE DEGREES, FIFTY-FIVE MINUTES, SEVEN SECONDS EAST (S 83° 55' 07" E) SEVENTY AND NO HUNDREDTHS FEET (70.00') ALONG SAID OTHER LAND OF THE GRANTEES TO A POINT;

THENCE SOUTH EIGHTY-ONE DEGREES, THREE MINUTES, FIFTY-FIVE SECONDS EAST (S 81° 03' 55" E) ONE-HUNDRED TWENTY-THREE AND THIRTY HUNDREDTHS FEET (123.30') ALONG SAID OTHER LAND OF THE GRANTEES TO A POINT AT SAID LAND OF THE STATE OF NEW HAMPSHIRE.

THENCE SOUTH TEN DEGREES, SIXTEEN MINUTES, SIX SECONDS WEST (S 10° 16' 06" W) TWO HUNDRED TWENTY-TWO AND EIGHTY-FIVE HUNDREDTHS FEET (222.85') ALONG SAID LAND OF THE STATE OF NEW HAMPSHIRE TO A POINT ON THE NORTHERLY SIDELINE OF U.S. ROUTE 3 - BEING THE POINT OF BEGINNING.

SAID "PARCEL 22-4" CONTAINING SEVENTY-THREE HUNDREDTHS (0.73) ACRES, TO BE THE SAME, MORE OR LESS.

TRACT III

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF BEDFORD, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE, TOGETHER WITH ANY IMPROVEMENTS LOCATED THEREON, WHICH IS DEPICTED AS "PARCEL 22-2" ON A PLAN ENTITLED "PLAN OF LOT

CONSOLIDATION AND BOUNDARY LINE ADJUSTMENTS," RECORDED ON NOVEMBER 7, 1989, IN THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS AS PLAN #23922 THEREIN. SAID PARCEL BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE AT A CORNER OF STONE WALLS AT LANDS NOW OR FORMERLY OF LUCIENNE LECLERC AND GRANTEES, SAID DRILL HOLE BEING LOCATED AT THE EASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH EIGHTY DEGREES, TWENTY-FOUR MINUTES, FIFTY-THREE SECONDS WEST (S 80° 24' 53" W) TWO HUNDRED NINETY-ONE AND SIXTY-EIGHT HUNDREDTHS FEET (291.68') ALONG SAID LAND OF LECLERC TO A POINT ON THE NORTHERLY SIDELINE OF U.S. ROUTE 3;

THENCE IN A GENERAL NORTHWESTERLY DIRECTION SIXTEEN AND NINETY-THREE HUNDREDTHS FEET (16.93') ALONG THE ARC TO THE CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH SIXTY FOUR DEGREES, NINETEEN MINUTES. FIFTY-SEVEN SECONDS WEST (N 64° 19' 57" W) AND A RADIUS OF NINE HUNDRED THIRTY-ONE AND FORTY-EIGHT HUNDREDTHS FEET (931.48') TO A POINT AT LAND NOW OR FORMERLY OF THE STATE OF NEW HAMPSHIRE.

THENCE NORTH TEN DEGREES, SIXTEEN MINUTES, SIX SECONDS EAST (N 10° 16' 06" E) TWO HUNDRED THIRTY-FIVE AND THIRTY-FIVE HUNDREDTHS FEET (235.35') ALONG SAID LAND OF THE STATE OF NEW HAMPSHIRE TO SAID OTHER LAND OF THE GRANTEE;

THENCE SOUTH EIGHTY-ONE DEGREES, THREE MINUTES, FIFTY-FIVE SECONDS EAST (S 81° 03' 55" E) ONE HUNDRED SIXTEEN AND EIGHTY-SEVEN HUNDREDTHS FEET (116.87) ALONG SAID OTHER LAND OF THE GRANTEE TO DRILL HOLE SET AT AN END OF A STONE WALL;

THENCE SOUTH SIXTY-TWO DEGREES, FIFTY-SEVEN MINUTES, EIGHTEEN SECONDS EAST (S 62° 57' 18" E) SIXTY AND TWENTY-SIX HUNDREDTHS FEET (60.26') ALONG SAID LAND OF THE GRANTEE AND STONE WALL TO A DRILL HOLE;

THENCE SOUTH THIRTY-TWO DEGREES, TWENTY-FIVE MINUTES, SEVEN SECONDS EAST (S 32° 25' 07" E) ONE HUNDRED SEVENTY-ONE AND THIRTY-SEVEN, HUNDREDTHS FEET (171.37') ALONG SAID LAND OF THE GRANTEE AND STONE WALL TO A DRILL HOLE AT LAND NOW OR FORMERLY OF LUCIENNE LECLERC - BEING THE POINT OF BEGINNING.

SAID PARCEL 22-2 CONTAINING ONE AND EIGHT HUNDREDTHS (1.08) ACRES, TO BE THE SAME, MORE OR LESS.

TRACT IV

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF BEDFORD, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE, TOGETHER WITH ANY IMPROVEMENTS LOCATED THEREON, WHICH IS DEPICTED AS "PARCEL Y" ON A PLAN ENTITLED "PLAN OF LOT CONSOLIDATION AND BOUNDARY LINE ADJUSTMENTS INVOLVING LANDS OF ROBERT A. AND JEANNE T. RHEAULT AND A.B.I. INVESTMENT GROUP, BEDFORD, NEW HAMPSHIRE", DATED APRIL 15, 1988 AND REVISED THROUGH 12/22/88, AS PREPARED BY WHITE MOUNTAIN SURVEY CO., INC. SAID PARCEL BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT OTHER LAND OF THE GRANTORS AND LAND NOW OR FORMERLY OF THE STATE OF NEW HAMPSHIRE, KNOW AS NEW HAMPSHIRE ROUTE 101 AND 1-293, AT A

POINT ON SAID HIGHWAY, ALSO KNOWN AS RAMP "H," SAID POINT BEING LOCATED NORTH EIGHT DEGREES, FORTY-THREE MINUTES, TWENTY-EIGHT SECONDS WEST (N 08° 43' 28" W), ONE THOUSAND FOURTEEN AND FORTY-TWO HUNDREDTHS FEET (1014.42') FROM A DRILL HOLE IN A STONE WALL AT LAND NOW OR FORMERLY OF LUCIENNE LECLERC, SAID DRILL HOLE MARKING THE POINT OF BEGINNING OF "PARCEL X" TO BE CONVEYED TO SAID A.B.I. INVESTMENT GROUP BY SAID RHEAULT, SAID POINT OF BEGINNING FURTHER MARKING THE NORTHERLY CORNER OF THE HEREIN DESCRIBED "PARCEL Y";

THENCE SOUTH EIGHT DEGREES, FORTY-THREE MINUTES, TWENTY-EIGHT SECONDS WEST (S 08° 43' 28" W) FOUR HUNDRED FIFTY-TWO AND SIXTY-THREE HUNDREDTHS FEET (452.63') ALONG SAID OTHER LAND OF THE GRANTORS TO A POINT AT SAID "PARCEL X" AND OTHER LAND OF THE GRANTEEES;

THENCE SOUTH EIGHTY DEGREES, THIRTY-SEVEN MINUTES, THIRTY-SIX SECONDS WEST (S 80° 37' 36" W) ONE-HUNDRED TWELVE AND THIRTY-SEVEN HUNDREDTHS FEET (112.37') ALONG SAID OTHER LAND OF THE GRANTEEES TO THE DRILL HOLE SET AT AN END OF A STONE WALL;

THENCE SOUTH EIGHTY DEGREES, THIRTY-TWO MINUTES, FORTY-FIVE SECONDS WEST (S 80° 32' 45" W) TWO-HUNDRED SIXTY-NINE AND SIXTY-TWO HUNDREDTHS FEET (269.62') ALONG SAID STONE WALL AND OTHER LAND OF THE GRANTEEES TO A DRILL HOLE SET AT AN END IN STONE WALL AT LAND NOW OR FORMERLY OF THE STATE OF NEW HAMPSHIRE;

THENCE SOUTH EIGHTY DEGREES, THIRTY-EIGHT MINUTES, TEN SECONDS WEST (S 80° 38' 10" W) FIFTY-NINE AND TWENTY-THREE HUNDREDTHS FEET (59.23') IN PART BY SAID LAND OF THE STATE OF NEW HAMPSHIRE AND IN PART BY OTHER LAND OF THE GRANTEE TO A DRILL HOLE SET AT AN END IN STONE WALL;

THENCE SOUTH SEVENTY-NINE DEGREES, TWENTY-FIVE MINUTES, THREE SECONDS WEST (S 79° 25' 03" W) ONE HUNDRED SEVENTEEN AND SEVENTY-FOUR HUNDREDTHS FEET (117.74') ALONG SAID STONE WALL AND OTHER LAND OF THE GRANTEE TO A DRILL HOLE;

THENCE SOUTH FIFTY-SIX DEGREES, SEVENTEEN MINUTES, FIFTY-ONE SECONDS WEST (S 56° 17' 51" W) THIRTY-SEVEN AND TWENTY-ONE HUNDREDTHS FEET (37.21') ALONG SAID STONE WALL AND OF THE LAND OF THE GRANTEE TO A POINT AT LAND NOW OR FORMERLY OF THE STATE OF NEW HAMPSHIRE, BEING AT THE EASTERLY SIDELINE OF THE F.E. EVERETT TURNPIKE;

THENCE NORTH TWELVE DEGREES, FORTY-SIX MINUTES, FIFTY-THREE SECONDS WEST (N 12° 46' 53" W) EIGHTEEN AND TWENTY-TWO HUNDREDTHS FEET (18.22') ALONG THE EASTERLY SIDELINE OF SAID F.E. EVERETT TURNPIKE TO A POINT, SAID POINT BEING LOCATED NORTH NINE DEGREES, TWENTY MINUTES, FIFTY-SIX SECONDS EAST (N 09° 20' 56" E) FIVE AND SEVENTY-FOUR HUNDREDTHS FEET (5.74') FROM A NEW HAMPSHIRE HIGHWAY DEPARTMENT CONCRETE BOUND;

THENCE FOUR HUNDRED EIGHTY NINE AND FORTY-TWO HUNDREDTHS (489.42') ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF FIVE HUNDRED THIRTY-SIX AND EIGHTY-NINE HUNDREDTHS FEET (536.89') AND ALONG SAID LAND OF THE STATE OF NEW HAMPSHIRE TO A POINT, THE STRAIGHT LINE CHORD BEARING AND DISTANCE TIE FROM SAID LAST NAMED POINT TO SAID POINT BEING NORTH THIRTY-THREE DEGREES, THIRTY ONE MINUTES, THIRTY-SEVEN SECONDS EAST (N 33° 31' 37" E) FOUR HUNDRED SEVENTY-TWO AND SIXTY-FIVE HUNDREDTHS FEET (472.65);

THENCE NORTH FIFTY-NINE DEGREES, THIRTY-EIGHT MINUTES, THIRTY-TWO SECONDS EAST (N 59° 38' 32" E) TWO-HUNDRED NINETY-SEVEN AND NO HUNDREDTHS FEET (297.00') ALONG SAID LAND OF THE STATE OF NEW HAMPSHIRE TO A POINT AT OTHER LAND OF THE GRANTORS-BEING THE POINT OF BEGINNING.

SAID "PARCEL Y" CONTAINING FOUR AND TWO-TENTHS (4.2) ACRES, TO BE THE SAME, MORE OR LESS.

THIS CONVEYANCE OF TRACTS II, III, AND IV IS SUBJECT TO THE ACCESS EASEMENT RESERVED IN THE

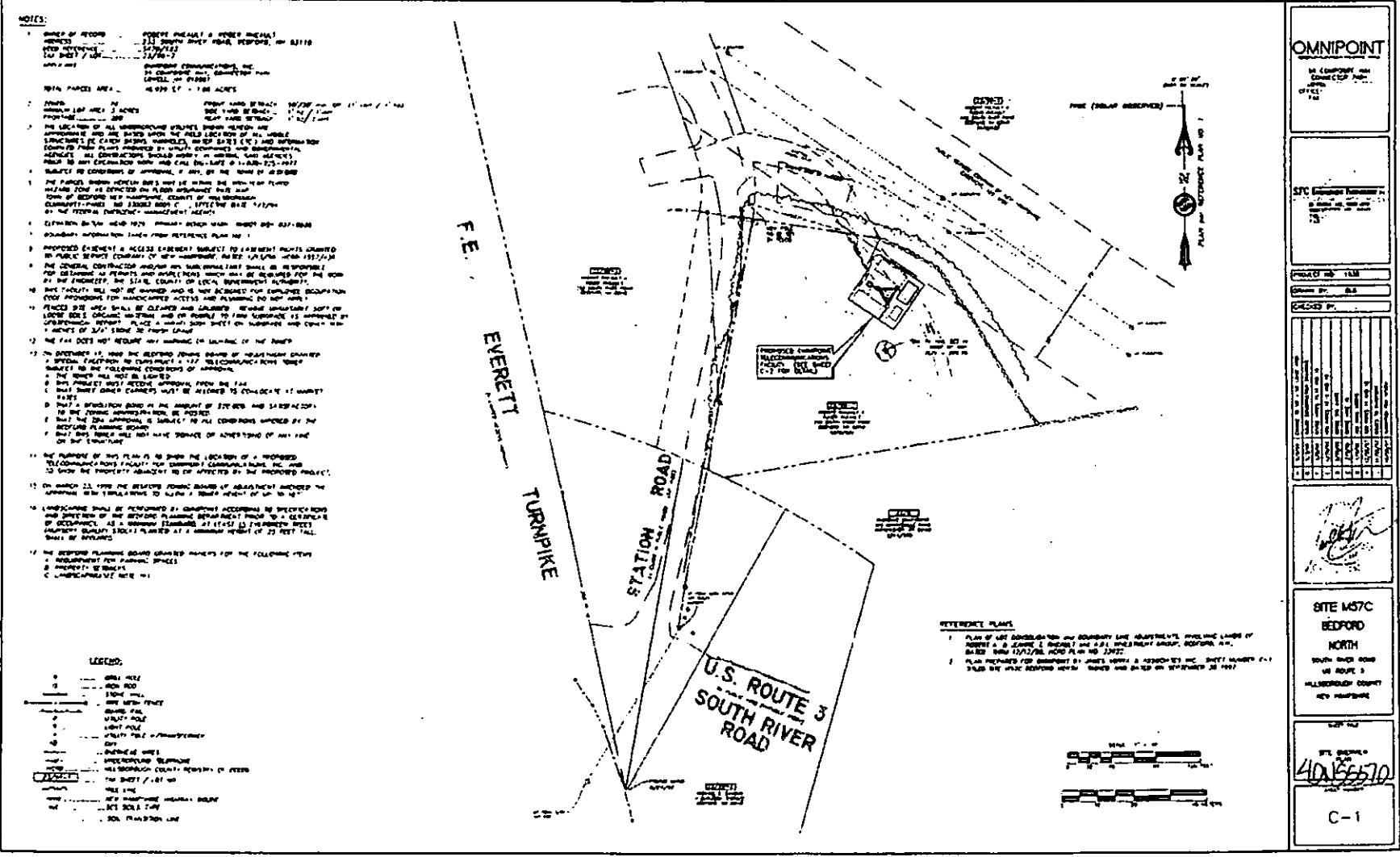
WITH RESPECT TO TRACTS II, III, & IV

MEANING AND INTENDING TO CONVEY THOSE PREMISES CONVEYED TO THE GRANTOR AND JEANNE T. RHEAULT BY WARRANTY DEED OF A.B.I, INVESTMENT GROUP DATED JUNE 19, 1989, AND RECORDED IN THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS AT BOOK 5156, PAGE 17.

THE CONVEYANCE OF SAID TRACTS II, III AND IV IS SUBJECT TO THE ACCESS EASEMENT RESERVED IN SAID DEED FROM A.B.I. INVESTMENT GROUP, AS WELL AS ALL OTHER EXCEPTIONS AND RESERVATIONS SET FORTH IN SAID A.B.I. INVESTMENT GROUP DEED.

TAX ID NO: 23-98-1

ADDRESS: 233 South River Road, Bedford, NH 03110





Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

EXHIBIT B to Tower Site License Agreement

APPROVED EQUIPMENT

See Attached

TT: E 1532037

Prepared by: D. Whipkey / L. Connors

Prepared on: 6/25/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 24

LRF Rev #:11



Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
416614	Rhonda Deas	Nov 15 2017	472247	24

Customer Approved Jun 11 2019

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
826231	A	180.0	NH557/233 S. River Rd
Crown Castle District	County		
NE	Hillsborough		
Latitude	Longitude	Structure Type	Site Address
42° 56' 35.51"	-71° 28' 6.98"	SELF SUPPORT	233 South River Road Bedford, NH 03110

Order Parameters

Who is the customer?	What do you want to do?	First Time Install on Site?	What is the Scope of your Order?
NEW HAMPSHIRE DOT	License Agreement	Yes	Tower Equipment and Ground Space

What is the scope of work?

Tilson Technology Management, Inc. is working with the New Hampshire Department of Transportation building an ITS Network running cameras and real time signs along the Everett Turnpike from Concord, NH to Nashua, NH.... Placing (2) MWs, (4) radios, & (4) Lines.

Customer

Billing Company	Billing ID Number	Billing Address	
NEW HAMPSHIRE DEPT OF TRANSPORTATION	390747	NHDOT - TMC PO BOX 483 CONCORD, NH 03302-0483	
Operating Legal Entity	Operating Legal Entity ID		
NEW HAMPSHIRE DEPT OF TRANSPORTATION	390747		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
-	-	-	-
Customer Project Number	Customer Market	Customer Region	
-	-	-	
Project Management Vendor			
TBD			

Contacts

NAME	EMAIL	PHONE	ADDRESS
Susan Klasen	susan.klasen@dot.nh.gov	603-271-6862	110 Smokey Bear Blvd. Concord, New Hampshire 03302

RF Contacts

There are currently no Contacts for this order.

Configuration Review

Antennas

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
155	155	2	0	2	0	COMMSCOPE / VHLP2-11W-2WH_A	26.00	26.00	9.90	17.00

Tower Mounted Equipment

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	TYPE	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
155	155	4	0	4	0	CAMBIUM NETWORKS / PTP 820S	BASE STATION	9.05	9.17	3.85	13.22

Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D (in)
155	155	4	0	4	0	GENERAL CABLE / GCR1452	3/8	0.39

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
MW Link	1.00		10.700 - 11.700GHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

1

Lease Areas

Lease Area 4'0"x4'0" (16.00sq. ft.) - Proposed

Foundation Types

TYPE	LENGTH	WIDTH	HEIGHT	SQ. FT.	STATUS
Pad	4'0"	4'0"	0'6"	16.00	Proposed

Power

Do you need Crown to supply Power?	VAC	Phase	Amps Needed
Yes	120/240	Single Phase	100
Battery Backup Required?			
No			

Equipment

Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
COMMSCOPE / VHLP2-11W-2WH_A	155	183	PIPE MOUNT	Inverted	Proposed
COMMSCOPE / VHLP2-11W-2WH_A	155	359	PIPE MOUNT	Upright	Proposed

Tower Mounted Equipment

TYPE	MANUFACTURER / MODEL	TME CENTERLINE (ft)	LOCATED ON ANTENNA MOUNT?	MOUNT CLASS	STATUS
BASE STATION	CAMBIUM NETWORKS / PTP 820S	155	Yes		Proposed
BASE STATION	CAMBIUM NETWORKS / PTP 820S	155	Yes		Proposed
BASE STATION	CAMBIUM NETWORKS / PTP 820S	155	Yes		Proposed
BASE STATION	CAMBIUM NETWORKS / PTP 820S	155	Yes		Proposed

Feedlines

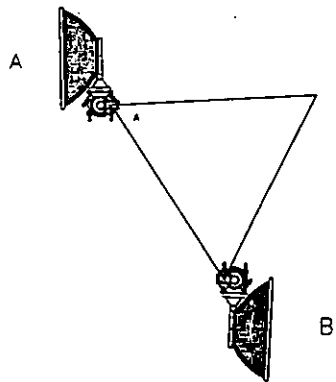
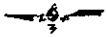
TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
POWER	GENERAL CABLE / GCR1452	3/8	155	205	No	Proposed
POWER	GENERAL CABLE / GCR1452	3/8	155	205	No	Proposed
POWER	GENERAL CABLE / GCR1452	3/8	155	205	No	Proposed
POWER	GENERAL CABLE / GCR1452	3/8	155	205	No	Proposed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR 22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CCiv" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.

MOUNT SUMMARY NEW HAMPSHIRE DOT							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN #
2	0	2	0	0	COMSCOPE	YRUP-119-791LA	155
TOWER SUMMARY NEW HAMPSHIRE DOT							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE
4	0	4	0	0	CAMBUM NETWORKS	PP 825	BASESTN
FEEDLINE SUMMARY NEW HAMPSHIRE DOT							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE
4	0	4	0	0	GENERAL CABLE	GC0142	3/8

ORIENT	CUSTOMER	Q	STATUS	ANTENNA			FEEDLINE		TWR			
				MFG	MC DEL	AZ	TECH	QTY	SIZE	QTY	TWR TYPE	MFG
A	NEW HAMPSHIRE DOT	155	PROPOSED	COMSCOPE	YRUP-119-791LA	359	2	3/8	2	BASESTN	CAMBUM NETWORKS	PP 825
B	NEW HAMPSHIRE DOT	155	PROPOSED	COMSCOPE	YRUP-119-791LA	183	2	3/8	2	BASESTN	CAMBUM NETWORKS	PP 825

OPERATING LEGAL ENTITY: NEW HAMPSHIRE DEPT OF TRANSPORTATION



BUSINESS UNIT: 828231 TOWER ID: A LEVEL: 155

LEVEL DRAWING | MOUNT: PM 601-1

EQUIPMENT CENTERLINES ARE ABOVE STEEL LEVEL (ASL) UNLESS OTHERWISE NOTED | SEE TOWER ELEVATION FOR REFERENCE

DRAWING NOTES
 1 THESE DRAWINGS ARE FOR REFERANCE ONLY
 NOT FOR CONSTRUCTION OR DESIGN



REV	NO.	DATE	DESCRIPTION

DRAWN CHECKED BY: EZZCAD
 DRAWING DATE: 10/20/19

SITE NUMBER:
 SITE NAME:
 233 SOUTH RIVER RD
 BUSINESS UNIT NUMBER: 828231
 SITE ADDRESS:

233 SOUTH RIVER ROAD
 BEDFORD, NH 03110
 HILLSBOROUGH COUNTY
 US

SHEET TITLE:
 155 FT PROPOSED LE
 SHEET NUMBER:

155



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

EXHIBIT C to Tower Site License Agreement

**LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE**

See Attached

TT: E 1532037

Prepared by: D. Whipkey / L. Connors

Prepared on: 6/25/2018

Revised on: 4/20/2020

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 24

LRF Rev #:11



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: NH557/233 S. River Rd
JDE Business Unit: 826231
License Identifier: 606120
Type of Site: T-Mobile Managed Site

EXHIBIT D to Tower Site License Agreement

PRIME LEASE OR DEED

See Attached

TT: E 1532037
Prepared by: D. Whipkey / L. Connors
Prepared on: 6/25/2018
Revised on: 4/20/2020

App Rev #: 24
LRF Rev #: 11

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

THIRD AMENDMENT TO EASEMENT IN GROSS
(BU 826231)

THIS THIRD AMENDMENT TO EASEMENT IN GROSS ("Third Amendment") is made effective this 16 day of FEBRUARY, 2018, by and between ROBERT RHEAULT and ROGER RHEAULT (collectively, "Owner"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("T-Mobile"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, Owner and Omnipoint Communications Enterprises, Inc., a Delaware corporation ("Omnipoint"), entered into an Easement in Gross dated August 6, 1997 (as amended and assigned, the "Easement"), whereby Owner granted an easement to Omnipoint for a portion of land being described as a 50 feet by 50 feet (2,500 square feet) portion of that property (said portion being the "Premises") located at 233 South River Road (Block 98, Lot 2), Bedford, Hillsborough County, State of New Hampshire, and being further described in Book 5670, Page 622 in the Hillsborough County Registry of Deeds ("Registry"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Easement. Notice of the Easement is provided by, and the Premises is described in that certain recorded version of the Easement recorded in Book 5883, Page 1517 in the Registry; and

WHEREAS, Owner and Omnipoint Communications MB Operations, LLC, entered into that Amendment to Easement in Gross dated March 31, 1998 ("First Amendment"); and

WHEREAS, Owner and Omnipoint entered into that Amendment to Easement in Gross dated December 11, 1998 ("Second Amendment"), which is recorded in Book 6075, Page 1054 in the Registry; and

WHEREAS, T-Mobile is successor in interest in the Easement to Omnipoint; and

WHEREAS, the term of the Easement commenced on February 12, 1998, and has an original term, including all Term Extensions (as defined in the Easement), that will expire on February 28, 2023 ("Original Term"), and Owner and T-Mobile now desire to amend the terms of the Easement to provide for additional Term Extensions beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Owner and T-Mobile agree to amend the Easement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Easement. The recitals in this Third Amendment are incorporated herein by this reference. "Omnipoint" is replaced in each place it appears in the Easement with "T-Mobile".
2. Section 5(b) of the Easement is amended by: (i) replacing "three (3)" with "seven (7)", thereby adding four (4) additional five (5)-year Term Extensions to the Easement beyond the Original Term, and extending its total term to February 28, 2043, unless sooner terminated as provided in the Easement; and (ii) replacing "thirty (30)" with "ninety (90)".

Site Name: NH557/233 S. River Rd
BU: 826231
PPAB 4070517v1

By: (Initials) JAR Date 3/26/18 Doc Type M
BUN: 826231 Lease/Lic 515807

2. On the first day of the second full month following full execution of this Third Amendment, the Fees shall increase to per month. Following such increase, the Fees shall continue to adjust pursuant to the terms of the Easement.

3. Section 15 of the Easement is amended by deleting T-Mobile's notice address and inserting the following:

T-Mobile USA Tower LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

With a copy to:
T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attn: Leasing Administration

4. A new Section 18 is added to the end of the Easement stating the following:

18. Right of First Refusal.

If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in this Easement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Owner's interest in this Easement, or an option for any of the foregoing, Owner shall provide written notice to T-Mobile of said offer, and T-Mobile shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine T-Mobile's possessory or economic interest in the Premises. If Owner's notice covers portions of Owner's parent parcel beyond the Premises, T-Mobile may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Owner's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If T-Mobile does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the

Owner's notice. If T-Mobile declines to exercise its right of first refusal, then this Easement shall continue in full force and effect and T-Mobile's right of first refusal shall survive any such conveyance. T-Mobile shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Easement or as part of an assignment of this Easement. Such assignment may occur either prior to or after T-Mobile's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

5. As additional consideration for amending the Easement in accordance with this Third Amendment, T-Mobile agrees to pay to Owner within thirty (30) days of full execution of this Third Amendment by both parties.

6. If requested by T-Mobile, Owner will execute, at T-Mobile's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by T-Mobile in T-Mobile's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by T-Mobile. In furtherance of the foregoing, Owner hereby appoints T-Mobile as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

7. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to T-Mobile as follows:

(a) Owner is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Owner's obligations under the Easement as amended hereby.

(b) Except as expressly identified in this Third Amendment, Owner owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of T-Mobile arising under the Easement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon T-Mobile's request, Owner shall discharge and cause to be released (or, if approved by T-Mobile, subordinated to T-Mobile's rights under the Easement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

(d) Upon T-Mobile's request, Owner shall cure any defect in Owner's title to the Premises which in the reasonable opinion of T-Mobile has or may have an adverse effect on T-Mobile's use or possession of the Premises.

(d) Upon T-Mobile's request, Owner shall cure any defect in Owner's title to the Premises which in the reasonable opinion of T-Mobile has or may have an adverse effect on T-Mobile's use or possession of the Premises.

(e) T-Mobile is not currently in default under the Easement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by T-Mobile under the Easement.

(f) Owner agrees to execute and deliver such further documents and provide such further assurances as may be requested by T-Mobile to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Easement as amended hereby, and ensure T-Mobile's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Easement as amended hereby.

(g) Owner acknowledges that the Premises, as defined, shall include any portion of Owner's Property on which communications facilities or other T-Mobile improvements exist on the date of this Third Amendment.

8. T-Mobile reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. T-Mobile shall be permitted to attach the Survey as an exhibit to this Third Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Third Amendment.


9. IRS Form W-9. Owner agrees to provide T-Mobile with a completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by T-Mobile. In the event the Premises is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide T-Mobile with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after T-Mobile's request shall be considered a default and T-Mobile may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

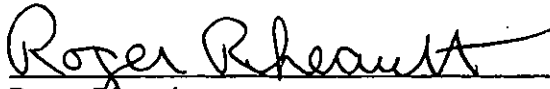
10. In all other respects, the remainder of the Easement shall remain in full force and effect. Any portion of the Easement that is inconsistent with this Third Amendment is hereby amended to be consistent with this Third Amendment. This Third Amendment supersedes that certain Letter Agreement by and between Owner and T-Mobile dated December 20, 2017, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Third Amendment, the terms and conditions in this Third Amendment shall control. All of the provisions hereof shall inure to the benefit of and be binding upon Owner and T-Mobile, and their personal representatives, heirs, successors and assigns. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and T-Mobile have signed this instrument under seal, and have caused this Third Amendment to be duly executed on the day and year first written above.

OWNER:

 (SEAL)
Robert Rheault


 (SEAL)
Roger Rheault

IN WITNESS WHEREOF, Owner and T-Mobile have signed this instrument under seal, and have caused this Third Amendment to be duly executed on the day and year first written above.

T-MOBILE:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
its Attorney-in-Fact

By:  (SEAL)
Print Name: Matthew Norwood
Title: Senior Transaction Manager

Camela O. Coughlin

Recording Requested by
and Return to:
Old Republic Residential Information Services
530 S. Main Street, Suite 1031
Akron, Ohio 44311
Attention: _____

Cross Reference to:
Book 5883, Page 1517
Book 6075, Page 1054
Hillsborough County, New Hampshire Records

**MEMORANDUM OF MASTER PREPAID LEASE
AND MANAGEMENT AGREEMENT**

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 29th day of MA, 2013, by and between **T-MOBILE USA TOWER LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Robert and Roger Rheault and Omnipoint Communications Enterprises, Inc. ("Original T-Mobile Tenant") entered into that certain Easement in Gross dated August 6, 1997, which was recorded in Book 5883, Page 1517 in the Office of the Register of Deeds of Hillsborough County, New Hampshire, for certain real property as described on Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

T-MOBILE LESSOR:

T-Mobile USA Tower LLC,
a Delaware limited liability company

By: **CCTMO LLC,**
a Delaware limited liability company
Its: Attorney in Fact

By: *DRM*
Name: David R. Moore
Its: Portfolio Services Manager

Limited Power of Attorney recorded at
Book 8572, Page 1770 of the
Hillsborough County, NH records
826231

STATE OF Texas)
COUNTY OF Harris)

This instrument was acknowledged before me on this 29th day of May,
2013 by David Moore as Portfolio Svc. Mgr. of CCTMO LLC, a
Delaware limited liability company, as Attorney in Fact for T-MOBILE USA TOWER LLC].

[Signature]
(Signature of notarial official)

SEAL

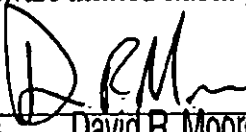
Notary
Title (and Rank)

My Commission Expires: 11-6-2013



CROWN:

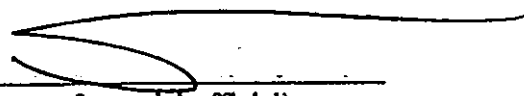
CCTMO LLC,
a Delaware limited liability company

By:  (SEAL)
Name: David R. Moore
Its: Portfolio Services Manager

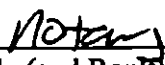
STATE OF Texas)

COUNTY OF Harris)

This instrument was acknowledged before me on this 29th day of May,
2013 by David Moore as Portfolio Manager of CCTMO LLC, a
Delaware limited liability company.


(Signature of notarial official)

SEAL


Title (and Rank)

My Commission Expires: 11-6-2013

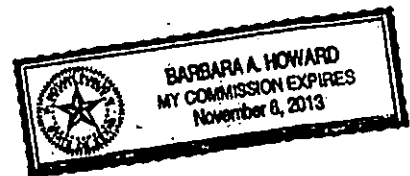


EXHIBIT "A"

An approximately 2,500 square foot portion of the following described real property, together with easements for utilities and access thereto.

SITUATED IN THE TOWN OF BEDFORD, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE.

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF BEDFORD, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE, TOGETHER WITH ANY IMPROVEMENTS LOCATED THEREON, WHICH IS DEPICTED AS "PARCEL 22-4" ON A PLAN ENTITLED "PLAN OF LOT CONSOLIDATION AND BOUNDARY LINE ADJUSTMENTS," RECORDED ON NOVEMBER 7, 1989, IN THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS AS PLAN #23922 THEREIN. SAID PARCEL BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT LANDS OF THE STATE OF NEW HAMPSHIRE, BEING THE NORTHERLY SIDELINE OF U.S. ROUTE 3 AND THE WESTERLY SIDELINE OF AN ACCESS ROADWAY OWNED BY THE STATE OF NEW HAMPSHIRE; THENCE ONE HUNDRED NINE AND SEVEN HUNDREDTHS FEET (109.07') ALONG THE ARC OF A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF NORTH SIXTY-EIGHT DEGREES, THIRTY-ONE MINUTES, FORTY-ONE SECONDS WEST (N 68° 31' 41" W) AND A RADIUS OF NINE-HUNDRED THIRTY-ONE AND FORTY-EIGHT HUNDREDTHS FEET (931.48) ALONG SAID U.S. ROUTE 3 TO A POINT ON THE EASTERLY SIDELINE OF THE F.E. EVERETT TURNPIKE, SO CALLED, SAID POINT BEING LOCATED NORTH TWELVE DEGREES, FORTY-SIX MINUTES, FIFTY THREE SECONDS WEST (N 12° 46' 53" W) ONE AND FORTY-TWO HUNDREDTHS FEET (1.42') FROM A NEW HAMPSHIRE HIGHWAY DEPARTMENT CONCRETE BOUND; THENCE NORTH TWELVE DEGREES, FORTY-SIX MINUTES, FIFTY-THREE SECONDS W (N 12° 46' 53" W) TWO HUNDRED SEVENTEEN AND THIRTY-THREE HUNDREDTHS FEET (217.33') ALONG SAID F.E. EVERETT TURNPIKE TO A POINT AT OTHER LAND OF THE GRANTEES; THENCE SOUTH EIGHTY-THREE DEGREES, FIFTY-FIVE MINUTES, SEVEN SECONDS EAST (S 83° 55' 07" E) SEVENTY AND NO HUNDREDTHS FEET (70.00') ALONG SAID OTHER LAND OF THE GRANTEES TO A POINT; THENCE SOUTH EIGHTY-ONE DEGREES, THREE MINUTES, FIFTY-FIVE SECONDS EAST (~~S 81° 03' 55" E~~) ONE-HUNDRED TWENTY-THREE AND THIRTY-HUNDREDTHS FEET (123.30') ALONG SAID OTHER LAND OF THE GRANTEES TO A POINT AT SAID LAND OF THE STATE OF NEW HAMPSHIRE. THENCE SOUTH TEN DEGREES, SIXTEEN MINUTES, SIX SECONDS WEST (S 10° 16' 06" W) TWO HUNDRED TWENTY-TWO AND EIGHTY-FIVE HUNDREDTHS FEET (222.85') ALONG SAID LAND OF THE STATE OF NEW HAMPSHIRE TO A POINT ON THE NORTHERLY SIDELINE OF U.S. ROUTE 3 - BEING THE POINT OF BEGINNING.

SAID "PARCEL 22-4" CONTAINING SEVENTY-THREE HUNDREDTHS (0.73) ACRES, TO BE THE SAME, MORE OR LESS.

TRACT III

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF BEDFORD, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE, TOGETHER WITH ANY IMPROVEMENTS LOCATED THEREON, WHICH IS DEPICTED AS "PARCEL 22-2" ON A PLAN ENTITLED "PLAN OF LOT CONSOLIDATION AND BOUNDARY LINE ADJUSTMENTS," RECORDED ON NOVEMBER 7, 1989, IN THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS AS PLAN #23922 THEREIN. SAID PARCEL BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A DRILL HOLE AT A CORNER OF STONE WALLS AT LANDS NOW OR FORMERLY OF LUCIENNE LECLERC AND GRANTEES, SAID DRILL HOLE BEING LOCATED AT THE EASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH EIGHTY DEGREES, TWENTY-FOUR MINUTES, FIFTY-THREE SECONDS WEST (S 80° 24' 53" W) TWO HUNDRED NINETY-ONE AND SIXTY-EIGHT HUNDREDTHS FEET (291.68') ALONG SAID LAND OF LECLERC TO A POINT ON THE NORTHERLY SIDELINE OF U.S. ROUTE 3; THENCE IN A GENERAL NORTHWESTERLY DIRECTION SIXTEEN AND NINETY-THREE HUNDREDTHS FEET (16.93') ALONG THE ARC TO THE CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH SIXTY FOUR DEGREES, NINETEEN MINUTES, FIFTY-SEVEN SECONDS WEST (N 64° 19' 57" W) AND A RADIUS OF NINE HUNDRED THIRTY-ONE AND FORTY-EIGHT HUNDREDTHS FEET (931.48') TO A POINT AT LAND NOW OR FORMERLY OF THE STATE OF NEW HAMPSHIRE. THENCE NORTH TEN DEGREES, SIXTEEN MINUTES, SIX SECONDS EAST (N 10° 16' 06" E) TWO HUNDRED THIRTY-FIVE AND THIRTY-FIVE HUNDREDTHS FEET (235.35') ALONG SAID LAND OF THE STATE OF NEW HAMPSHIRE TO SAID OTHER LAND OF THE GRANTEE; THENCE SOUTH EIGHTY-ONE DEGREES, THREE MINUTES, FIFTY-FIVE SECONDS EAST (S 81° 03' 55" E) ONE HUNDRED SIXTEEN AND EIGHTY-SEVEN HUNDREDTHS FEET (116.87) ALONG SAID OTHER LAND OF THE GRANTEE TO DRILL HOLE SET AT AN END OF A STONE WALL; THENCE SOUTH SIXTY-TWO DEGREES, FIFTY-SEVEN MINUTES, EIGHTEEN SECONDS EAST (S 62° 57' 18" E) SIXTY AND TWENTY-SIX HUNDREDTHS FEET (60.26') ALONG SAID LAND OF THE GRANTEE AND STONE WALL TO A DRILL HOLE; THENCE SOUTH THIRTY-TWO DEGREES, TWENTY-FIVE MINUTES, SEVEN SECONDS EAST (S 32° 25' 07" E) ONE HUNDRED SEVENTY-ONE AND THIRTY-SEVEN, HUNDREDTHS FEET (171.37') ALONG SAID LAND OF THE GRANTEE AND STONE WALL TO A DRILL HOLE AT LAND NOW OR FORMERLY OF LUCIENNE LECLERC - BEING THE POINT OF BEGINNING. SAID PARCEL 22-2 CONTAINING ONE AND EIGHT HUNDREDTHS (1.08) ACRES, TO BE THE SAME, MORE OR LESS.

TRACT IV

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF BEDFORD, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE, TOGETHER WITH ANY IMPROVEMENTS LOCATED THEREON, WHICH IS DEPICTED AS "PARCEL Y" ON A PLAN ENTITLED "PLAN OF LOT CONSOLIDATION AND BOUNDARY LINE ADJUSTMENTS INVOLVING LANDS OF ROBERT A. AND JEANNE T. RHEAULT AND A.B.I. INVESTMENT GROUP, BEDFORD, NEW HAMPSHIRE", DATED APRIL 15, 1988 AND REVISED THROUGH 12/22/88, AS PREPARED BY WHITE MOUNTAIN SURVEY CO., INC. SAID PARCEL BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT OTHER LAND OF THE GRANTORS AND LAND NOW OR FORMERLY OF THE STATE OF NEW HAMPSHIRE, KNOW AS NEW HAMPSHIRE ROUTE 101 AND 1-293, AT A POINT ON SAID HIGHWAY, ALSO KNOWN AS RAMP "H," SAID POINT BEING LOCATED NORTH EIGHT DEGREES, FORTY-THREE MINUTES, TWENTY-EIGHT SECONDS WEST (N 08° 43' 28" W), ONE THOUSAND FOURTEEN AND FORTY-TWO HUNDREDTHS FEET (1014.42') FROM A DRILL HOLE IN A STONE WALL AT LAND NOW OR FORMERLY OF LUCIENNE LECLERC, SAID DRILL HOLE MARKING THE POINT OF BEGINNING OF "PARCEL X" TO BE CONVEYED TO SAID A.B.I. INVESTMENT GROUP BY SAID RHEAULT, SAID POINT OF BEGINNING FURTHER MARKING THE NORTHERLY CORNER OF THE HEREIN DESCRIBED "PARCEL Y"; THENCE SOUTH EIGHT DEGREES, FORTY-THREE MINUTES, TWENTY-EIGHT SECONDS WEST (S 08° 43' 28" W) FOUR HUNDRED FIFTY-TWO AND SIXTY-THREE HUNDREDTHS FEET (452.63') ALONG SAID OTHER LAND OF THE GRANTORS TO A POINT AT SAID "PARCEL X" AND OTHER LAND OF THE GRANTEEES; THENCE SOUTH EIGHTY DEGREES, THIRTY-SEVEN MINUTES, THIRTY-SIX SECONDS WEST (S 80° 37' 36" W) ONE-HUNDRED TWELVE AND THIRTY-SEVEN HUNDREDTHS FEET (112.37') ALONG SAID OTHER LAND OF THE GRANTEEES TO THE DRILL HOLE SET AT AN END OF A STONE WALL; THENCE SOUTH EIGHTY DEGREES, THIRTY-TWO MINUTES, FORTY-FIVE SECONDS WEST (S 80° 32' 45" W) TWO-HUNDRED SIXTY-NINE AND SIXTY-TWO HUNDREDTHS FEET (269.62') ALONG SAID STONE WALL AND OTHER LAND OF THE GRANTEEES TO A DRILL HOLE SET AT AN END IN STONE WALL AT LAND NOW OR FORMERLY OF THE STATE OF NEW HAMPSHIRE; THENCE SOUTH EIGHTY DEGREES, THIRTY-EIGHT MINUTES, TEN SECONDS WEST (S 80° 38' 10" W) FIFTY-NINE AND TWENTY-THREE HUNDREDTHS FEET (59.23') IN PART BY SAID LAND OF THE STATE OF NEW HAMPSHIRE AND IN PART BY OTHER LAND OF THE GRANTEE TO A DRILL HOLE SET AT AN END IN STONE WALL; THENCE SOUTH SEVENTY-NINE DEGREES, TWENTY-FIVE MINUTES, THREE SECONDS WEST (S 79° 25' 03" W) ONE HUNDRED SEVENTEEN AND SEVENTY-FOUR HUNDREDTHS FEET (117.74') ALONG SAID STONE WALL AND OTHER LAND OF THE GRANTEE TO A DRILL HOLE; THENCE SOUTH FIFTY-SIX DEGREES, SEVENTEEN MINUTES, FIFTY-ONE SECONDS WEST (S 56° 17' 51" W) THIRTY-SEVEN AND TWENTY-ONE HUNDREDTHS FEET (37.21') ALONG SAID STONE WALL AND OF THE LAND OF THE GRANTEE TO A POINT AT LAND NOW OR FORMERLY OF THE STATE OF NEW HAMPSHIRE, BEING AT THE EASTERLY SIDELINE OF THE F.E. EVERETT TURNPIKE; THENCE NORTH TWELVE DEGREES, FORTY-SIX MINUTES, FIFTY-THREE SECONDS WEST (N 12° 46' 53" W) EIGHTEEN AND TWENTY-TWO HUNDREDTHS FEET (18.22') ALONG THE EASTERLY SIDELINE OF SAID F.E. EVERETT TURNPIKE TO A POINT, SAID POINT BEING LOCATED NORTH NINE DEGREES, TWENTY MINUTES, FIFTY-SIX SECONDS EAST (N 09° 20' 56" E) FIVE AND SEVENTY-FOUR HUNDREDTHS FEET (5.74') FROM A NEW HAMPSHIRE HIGHWAY DEPARTMENT CONCRETE BOUND; THENCE FOUR HUNDRED EIGHTY NINE AND FORTY-TWO HUNDREDTHS (489.42') ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF FIVE HUNDRED THIRTY-SIX AND EIGHTY NINE HUNDREDTHS FEET (536.89') AND ALONG SAID LAND OF THE STATE OF NEW HAMPSHIRE TO A POINT, THE STRAIGHT LINE CHORD BEARING AND DISTANCE TIE FROM SAID LAST NAMED POINT TO SAID POINT BEING NORTH THIRTY-THREE DEGREES, THIRTY ONE MINUTES, THIRTY-SEVEN SECONDS EAST (N 33° 31' 37" E) FOUR HUNDRED SEVENTY-TWO AND SIXTY FIVE HUNDREDTHS FEET (472.65); THENCE NORTH FIFTY-NINE DEGREES, THIRTY-EIGHT MINUTES, THIRTY-TWO SECONDS EAST (N 59° 38' 32" E) TWO-HUNDRED NINETY-SEVEN AND NO HUNDREDTHS FEET (297.00')

ALONG SAID LAND OF THE STATE OF NEW HAMPSHIRE TO A POINT AT OTHER LAND OF THE GRANTORS-BEING THE POINT OF BEGINNING.
SAID "PARCEL Y" CONTAINING FOUR AND TWO-TENTHS (4.2) ACRES, TO BE THE SAME, MORE OR LESS.

THIS CONVEYANCE OF TRACTS II, III, AND IV IS SUBJECT TO THE ACCESS EASEMENT RESERVED IN THE WITH RESPECT TO TRACTS II, III, & IV MEANING AND INTENDING TO CONVEY THOSE PREMISES CONVEYED TO THE GRANTOR AND JEANNE T. RHEAULT BY WARRANTY DEED OF A.B.I, INVESTMENT GROUP DATED JUNE 19, 1989, AND RECORDED IN THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS AT BOOK 5156, PAGE 17.

THE CONVEYANCE OF SAID TRACTS II, III AND IV IS SUBJECT TO THE ACCESS EASEMENT RESERVED IN SAID DEED FROM A.B.I. INVESTMENT GROUP, AS WELL AS ALL OTHER EXCEPTIONS AND RESERVATIONS SET FORTH IN SAID A.B.I. INVESTMENT GROUP DEED.

TAX ID NO: 23-98-1

ADDRESS: 233 South River Road, Bedford, NH 03110

More particularly described as follows:

A certain tract or parcel of land, situate in Bedford, Hillsborough County, New Hampshire shown as 50 feet by 50 feet on Sheet C-2 of a set of Plans entitled "Site M57C, Bedford North, South River Road, U.S. Route 3, Hillsborough County, New Hampshire" prepared for Omnipoint Communications, Inc. by SFC Engineering Partnership, Inc. last revised 9/9/98 and signed by Paul Fredette, Prof. Eng. on November 2, 1998, which Plans are not recorded.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"OMNIPOINT COMMUNICATIONS ENTERPRISES, L.P.", A DELAWARE LIMITED PARTNERSHIP,

WITH AND INTO "T-MOBILE NORTHEAST LLC" UNDER THE NAME OF "T-MOBILE NORTHEAST LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2005, AT 11:33 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2006, AT 3:10 O'CLOCK A.M.

2846139 8100M

051045796



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4400414

DATE: 12-23-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:31 AM 12/21/2005
FILED 11:33 AM 12/21/2005
SRV 051045796 - 2846139 FILE

CERTIFICATE OF MERGER
OF
OMNIPOINT COMMUNICATIONS ENTERPRISES, L.P.

(a Delaware limited partnership)

AND

T-MOBILE NORTHEAST LLC

(a Delaware limited liability company)

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

1. The name of the surviving limited liability company is T-Mobile Northeast LLC, a Delaware limited liability company.

2. The name of the limited partnership being merged into this surviving limited liability company is Omnipoint Communications Enterprises, L.P. The jurisdiction in which this limited partnership was formed is Delaware.

3. The Agreement of Merger has been approved and executed by both the limited partnership and limited liability company.

4. The name of the surviving limited liability company is T-Mobile Northeast LLC.

5. The executed Agreement of Merger is on file at 12920 S.E. 38th Street, Bellevue, Washington 98006, the principal place of business of the surviving limited liability company.

6. A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

7. The merger is to become effective January 1, 2006 at 3:10 a. m.

119744.1

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, this 15 day of Dec., A.D., 2005.

By: /s/ David A. Miller
Authorized Person

Name: David A. Miller, Senior Vice President
Print or Type

1897441

19378

99 MAR ' AM 9: 23

No tax stamps are required on this instrument pursuant to D.R.A. Regulation 802.08; notwithstanding that this instrument is entitled as an amendment to easement, it is a lease of rights for a period not exceeding 25 years, and provides for monthly rental payments.

To Registry of Deeds: Please reference to Book 5883, Page 1517

Site No.: M57-C

New England

AMENDMENT TO EASEMENT IN GROSS
(Self-Supporting Lattice Tower)

This Amendment to Easement in Gross (this "Amendment") is entered into this 11th day of December, 1998, between OMNIPOINT COMMUNICATIONS ENTERPRISES, INC., a Delaware corporation, having a principal place of business at 50 Vision Boulevard, East Providence, RI 02914, ("OmniPoint") and ROBERT RHEAULT and ROGER RHEAULT, with an address of 233 So. River Road, Bedford, New Hampshire 03110 (collectively the "Owner").

Whereas, Omnipoint and the Owner have determined it is in the best interests of both parties to modify boundaries of the easement area which is the subject of the Easement in Gross between the parties, which Easement in Gross is dated August 6, 1997, and a recorded version is recorded in the Hillsborough County Registry of Deeds at Book 5883, Page 1517, (the recorded and unrecorded versions together the "Easement") which Easement affects property of the Owner located at 233 So. River Road, Bedford, Hillsborough County, New Hampshire as further described in a deed recorded in the Hillsborough County Registry of Deeds at Book 5670, Page 622 (the "Property").

Now, Therefore, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The words "40' x 60' " as found in Paragraph 1, Line 2 of the Easement are stricken and replaced by the words "50' x 50' ".
2. Exhibit A to the Amendment is stricken in its entirety and replaced with the Revised Exhibit A attached hereto.
3. In all other respects, said Easement shall remain in full force and effect, and the terms thereof are incorporated herein.

The parties have executed this Easement effective as of the date first above written.

OMNIPOINT COMMUNICATIONS ENTERPRISES, INC.

By: Anne Patricia
Name: ANNE PATRICIA
Title: Witness-Director

Date: December 23, 1998

Date: December 11, 1998

Date: December 11, 1998

Robert Rheault
Robert Rheault

Roger Rheault
Roger Rheault

DN00101004

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of December, 1998, by Robert Rheault.

Kathy Peterson

Justice of the Peace/Notary Public
My Commission Expires:
Notary Seal

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of December, 1998, by Roger Rheault.

Kathy Peterson

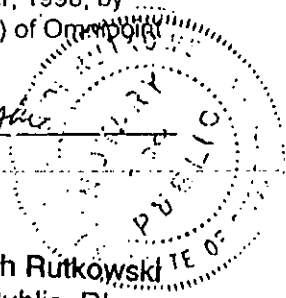
Justice of the Peace/Notary Public
My Commission Expires:
Notary Seal

STATE/GOMMONWEALTH OF RHODE ISLAND
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me this 23 day of December, 1998, by ANNE PATRICK (name) TECHNICAL DIRECTOR (title) of OmniPoint Communications Enterprises, Inc., a Delaware corporation, on behalf of the corporation.

Susan Garich Rutkowski

Justice of the Peace/Notary Public
My Commission Expires:
Notary Seal



Susan Garich Rutkowski
Notary Public, RI
Commission Ex: 4/30/2001

DR001011000

Revised Exhibit A

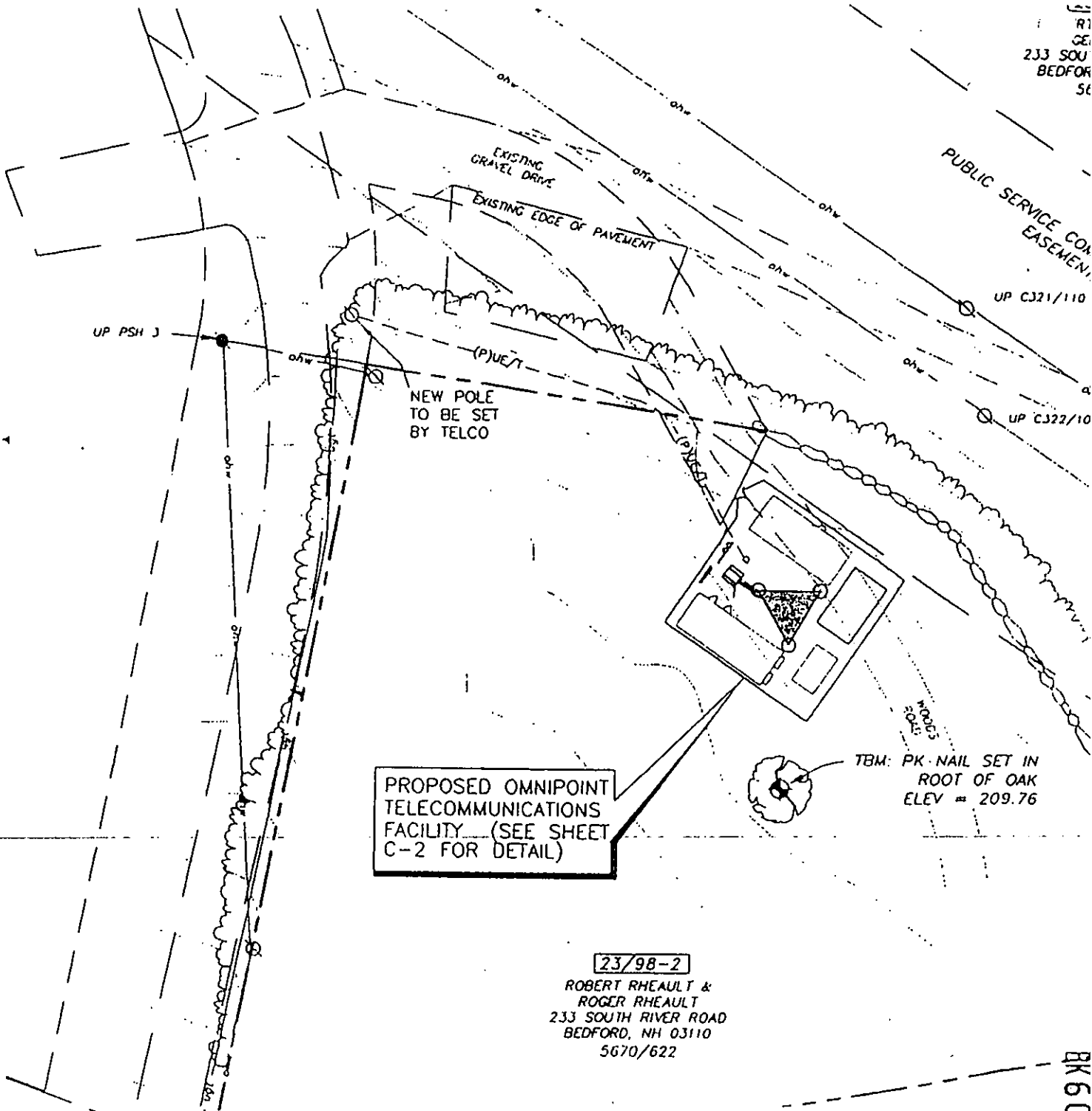
A certain tract or parcel of land, situate in Bedford, Hillsborough County, New Hampshire shown as 50 feet by 50 feet on Sheet C-2 of a set of Plans entitled "Site M57C, Bedford North, South River Road, U.S. Route 3, Hillsborough County, New Hampshire" prepared for Omnipoint Communications, Inc. by SFC Engineering Partnership, Inc. last revised 9/9/98 and signed by Paul Fredette, Prof. Eng. on November 2, 1998, which Plans are not recorded.

The entirety of said 50 feet by 50 feet being outside of the right of way of the Public Service Company of New Hampshire and shown on photocopy attached hereto, which photocopy is a portion of Sheet C-1 of said set of plans. Said photocopy is also a part of this Revised Exhibit A.

BK6075P61056

Revised Exhibit A

31
R1
GE
233 SOU
BEDFOR
56



PROPOSED OMNIPPOINT
TELECOMMUNICATIONS
FACILITY (SEE SHEET
C-2 FOR DETAIL)

23/98-2
ROBERT RHEAULT &
ROGER RHEAULT
233 SOUTH RIVER ROAD
BEDFORD, NH 03110
5670/622

BK6075PG1027

AMENDMENT TO EASEMENT IN GROSS

Amendment to Easement in Gross made this 31st day of March, 1998, by and between Omnipoint Communications MB Operations, LLC, with a principal place of business at 59 Composite Way, Lowell Connector Park, Lowell Massachusetts 01851 ("Omnipoint") and Robert and Roger Rheault, with an address of 233 South River Road, Bedford, New Hampshire 03101 (collectively the "Owner").

Whereas, the parties entered into an Easement in Gross dated August 6, 1997, with respect to a portion of the property located at 233 South River Road, Bedford, New Hampshire (the "Easement"), and

Whereas, the parties wish to amend certain terms of the Easement.

NOW THEREFORE, the parties agree to amend the Easement as follows:

1. The second line of Paragraph 17(f) of the Easement shall be amended by striking the words " up to a maximum of 1 " and substituting the words " up to a maximum of 1 " Pursuant to this amendment Omnipoint shall pay the Owner's attorney, Attorney Stark, a total amount of
2. In all other respects the Easement shall remain in full force and effect as set forth therein.

IN WITNESS THEREOF, the parties execute this Amendment to Easement in Gross as of the day and year first above written.

ROBERT RHEAULT

Robert Rheault

ROGER RHEAULT

Roger Rheault

OMNIPOINT COMMUNICATIONS
MB OPERATIONS, LLC

By: [Signature]

Name: H. Jones

Title: GM, NE

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of March, 1998, by Robert Rheault.

Janice Maloney
Justice of the Peace/Notary Public/
Commissioner of Deeds
My Commission Expires: 1/13/2003
Seal:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of March, 1998, by Roger Rheault.

Janice Maloney
Justice of the Peace/Notary Public/
Commissioner of Deeds
My Commission Expires: 1/13/2003
Seal:

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL

April The foregoing instrument was acknowledged before me this 23rd day of March, 1998, by Harris Jones, III, the duly authorized General Manager of Omnipoint Communications MB Operations, LLC, a Delaware corporation, on behalf of the corporation.

Kamie A. Beeman
Justice of the Peace/Notary Public/
Commissioner of Deeds
My Commission Expires: 12/6/2002
Seal:

Site No.: M57-C

New England

**EASEMENT IN GROSS
(Self-Supporting Lattice Tower)**

This Easement in Gross (this "Easement") is entered into this 6th day of August, 1997, between **OMNIPOINT COMMUNICATIONS ENTERPRISES, INC.**, a Delaware corporation, having a principal place of business at 50 Bridge Street, Manchester, NH 03101 ("Omnipoint") and **ROBERT AND ROGER RHEALT**, with an address of 233 So. River Road, Bedford, New Hampshire 03110 (collectively the "Owner").

Whereas, Owner is the owner of property located at 233 So. River Road, Bedford, Hillsborough County, New Hampshire as further described in a deed recorded in the Hillsborough County Registry of Deeds at Book _____, Page _____ (the "Property"), and desires to grant an Easement in Gross to Omnipoint for the purpose of communications equipment.

Now, Therefore, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement.

For value received, Owner hereby grants to Omnipoint with warranty covenants an easement in gross on, over and under a certain parcel of land 50'x50' in size on the Property, more particularly shown or described on **Exhibit A** attached hereto for the purpose of erecting a self-supporting lattice tower and one or more enclosed structures to house all or portions of the "Communications Facility" (hereinafter defined) for Omnipoint's sole use. Such structure will house communications equipment and related base stations, switches, power supplies, batteries and accessories (all of which are referred to herein as the "BTS"), together with the right to install associated antennae or related transmitters and receptors as Omnipoint may deem appropriate from time to time and the right to install cable runs and transmission lines from the BTS (and any supplements thereto) to said antennae, transmitters and receptors and from the BTS (and any supplements thereto) to a power source. All of the above described equipment, including the self-supporting lattice tower, together with such other equipment, base stations, switches, power supplies, antennae mounts and appurtenances thereto and related equipment installed from time to time are collectively referred to herein as the "Communications Facility." The locations of the Communications Facility, as mutually agreed upon by Owner and Omnipoint are referred to herein as the "Premises". Omnipoint has the right to make alterations to the Communications Facility from time to time as Omnipoint determines to be necessary or desirable. Omnipoint may, at its sole cost and expense, reinforce the monopole and other structures in order to ensure structural integrity for the Communications Facility.

2. Use of Premises.

(a) Omnipoint shall have the right to use the Premises to install, construct, reinstall, operate, maintain, repair, alter and remove the Communications Facility. All of Omnipoint's equipment or other property attached to or otherwise brought onto the Premises from time to time, including, without limitation, the Communications Facility, will at all times remain personal property and are not considered fixtures, and at Omnipoint's option may be removed by Omnipoint at any time during the Term hereof. Upon expiration or termination of this Easement, Omnipoint shall remove the self-supporting lattice tower and restore the Premises as near as practicable to its condition at the commencement hereof and repair any damage to the Premises caused by Omnipoint during the Term of this Easement, ordinary wear and tear, damage from the elements and casualty insured against, excepted. In connection therewith, Omnipoint shall have the right, at its sole cost and expense, to obtain electrical and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, where required.

Should electrical service be provided to Omnipoint by Owner from the servicing utility company, Omnipoint shall be responsible for the electricity it consumes for its operation at the normal rate charged by the servicing utility company. If such electricity is not separately metered, then said amount will be calculated by Omnipoint's electrical engineering firm and will be paid to Owner on a quarterly basis. Owner shall notify Omnipoint in writing of any increase in electrical rates charged by the servicing utility company and provide evidence of said increase. Upon notification by Owner, Omnipoint shall adjust the quarterly electrical service charges paid to Owner accordingly. If, in the future an easement is required to obtain electrical power, then Owner shall grant such an easement in a location acceptable to Owner and the servicing utility company. Omnipoint may install new, or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

(b) Omnipoint shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Easement. Owner shall cooperate with Omnipoint, at Omnipoint's expense, in making application for and obtaining any local, state or federal licenses, permits and approvals which may be required to allow Omnipoint to construct and use the Premises for the purposes set forth herein. Omnipoint shall employ due diligence to obtain said approvals within a timely manner. However, if Omnipoint is denied a required approval, or is unable to obtain approvals (without the necessity of appeals, unless Omnipoint desires to undertake such appeals) thus making the Premises unsuitable to Omnipoint for the purposes set forth herein, then Omnipoint shall have the right to terminate this Easement within its sole discretion, by giving written notice of such termination to Owner. Upon the giving of such notice, this Easement will terminate and the parties shall have no further obligations or liability hereunder, including but not limited to the payment of Fees.

(c) Owner hereby grants to Omnipoint with warranty covenants an easement (appurtenant to the easement Premises) over, under and through the Property and Owner's abutting land for the installation, reinstatement, operation and maintenance of utilities servicing the Premises and the Communications Facility and connection thereto (the "Utility Easement"). To the extent determined to be reasonable by Omnipoint, such Utility Easement will run over and lie within existing roads, parking lots and/or roads now or hereafter established on the Property. If required by any applicable utility, Owner shall grant a similar easement directly to such utility.

(d) Owner hereby grants to Omnipoint with warranty covenants an easement (appurtenant to the easement Premises) over the Property and Owner's abutting land for the purpose of providing twenty-four (24) hours, seven (7) days a week access to the Premises without charge (the "Access Easement"). To the extent determined to be reasonable by Omnipoint, such Access Easement will run over and lie within existing roads, parking lots and/or roads now or hereafter established on the Property. Omnipoint may improve the Access Easement by grading, graveling and/or paving. Omnipoint shall perform all work in a good and workmanlike manner. Such access will remain unimpeded throughout the Term of this Easement.

(e) Omnipoint may fence in that portion of the Property as Omnipoint determines is reasonable for the proper and efficient operation and protection of the Communications Facility contained within the enclosure.

3. Site Testing.

Omnipoint and its employees, contractors and agents shall have the right to perform engineering surveys, structural analysis reports, radio frequency testing and any other testing that Omnipoint may

deem necessary in order to determine whether the Premises is satisfactory for Omnipoint's needs. Any materially adverse test results will entitle Omnipoint to terminate this Easement in its sole discretion.

4. Interference.

(a) Omnipoint shall not cause or allow to be caused interference to the radio frequency communication operations of any equipment installed prior to the execution of this Easement by Owner, Owner's tenants, or anyone holding a prior agreement with Owner to operate on the Property.

(b) Owner shall not install or permit the installation of any radio or other equipment interfering with or restricting the operations of Omnipoint. Such interference will be deemed a material breach of this Easement by Owner. Should such interference occur, Owner shall promptly take all necessary action, at no cost to Omnipoint, to eliminate the cause of said interference, including, if necessary, removing or causing the removal of such equipment creating said interference. Owner shall include a restriction against any such interference in any lease entered into after the date of this Easement.

(c) Omnipoint shall operate its facilities in compliance with all Federal Communications Commission ("FCC") regulations.

5. Term.

(a) The initial term of this Easement is for a period of ten (10) years commencing on the Commencement Date (hereinafter defined); provided, however that if the Commencement Date occurs on a date other than the first day of the calendar month, then the initial term will be 10 years plus that portion of the first calendar month from the Commencement Date to the end of such calendar month (such period being referred to herein as the "Initial Term"). The Commencement Date will be the earlier of (i) the date Omnipoint is in receipt of a building permit and all other permits necessary to begin construction and installation of the Communications Facility, or (ii) six (6) months after the date of this Easement. Owner and Omnipoint shall execute a notice setting forth the exact Commencement Date.

(b) This Easement will extend beyond the Initial Term for three (3) additional consecutive periods of five (5) years each (each a "Term Extension") upon the same terms and conditions in effect during the Initial Term hereof, except for the Fees in accordance with paragraph 6(b) below. Term Extensions will occur automatically without notice or agreement by or among the parties being required; provided, however, that Omnipoint shall have the right to terminate this Easement at the end of the Initial Term and at the end of each Term Extension by providing written notice to Owner of its intention to terminate this Easement at least thirty (30) days prior to the expiration of the Initial Term or any applicable Term Extension. "Term," as used herein means the Initial Term plus each Term Extension once Omnipoint's right to terminate the next Term Extension has lapsed.

6. Fees.

(a) Omnipoint shall pay to Owner monthly easement fees ("Fees") during the Term. The Fees will be _____ per month during the first Year of the Initial Term. Fees will increase in the second Year and in subsequent Years and Term Extensions as provided in subsection (b). Omnipoint shall make the first such monthly payment within ten business days following the Commencement Date. Should the Commencement Date occur on a day other than the first day of a calendar month, the monthly Fee for such partial month will be prorated. Thereafter, the monthly payments of Fees will be due and payable on the first day of each month during the Term hereof.

(b) The Fees shall increase on the first day of the second Year of the Initial Term by a percentage equal to the percentage increase in the Consumer Price Index occurring since the Commencement Date and the Fees shall increase on the first day of each succeeding Year by a percentage equal to the percentage increase in the Consumer Price Index occurring since the beginning of the immediately prior Year. Consumer Price Index shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics for all Urban Consumers (CPI-U), U.S. City Average (100 = 1982-84). The term "Year" for the first Year shall mean the period beginning on the Commencement Date and ending on the last day of the same calendar month in the next calendar year in which the Commencement Date occurred; provided, however, that if the Commencement Date is a date other than the first day of the calendar month, the first Year shall end on the last day of the first full calendar month in the next calendar year following the Commencement Date. For Years after the first Year, the term "Year" shall mean the twelve month period beginning on the next day following the expiration of the preceding Year.

(c) In the event Omnipoint allows another entity (which is not an entity described in Paragraph 12(b)-(d) below) to locate its communications equipment on the self-supporting lattice tower erected by Omnipoint hereunder, then twenty (20%) percent of all fees paid by such entity to Omnipoint will be paid by Omnipoint to Owner within thirty (30) days of receipt thereof.

(d) Fee payments are payable to Owner at:

Robert and Roger Rheault
233 So. River Road
Bedford, NH 03110

7. Taxes.

Omnipoint shall pay all personal property taxes that may be assessed upon the Communications Facility. Owner shall provide evidence of such assessment to Omnipoint within a timely manner. Owner shall pay all real property taxes assessed against the Property as and when the same become due.

8. Insurance and Indemnity.

(a) Omnipoint, at its sole cost and expense, shall provide and maintain, during the Term, One Million Dollars (\$1,000,000.00) of single limit liability insurance as well as any worker's compensation insurance required by applicable state law. Said insurance will cover Omnipoint, its employees or agents, against any liability which may arise as a direct result of the actions by Omnipoint, its employees or agents upon the Premises. Omnipoint shall name Owner as an additional insured on Omnipoint's insurance policy and provide Owner with an insurance certificate within thirty (30) days of the Commencement Date. Each year thereafter, Omnipoint shall provide Owner with a proper Insurance certificate renewal.

Any policies required hereunder shall contain an agreement by the respective insurance companies that no such policies will be canceled, terminated or modified without at least twenty (20) days prior written notice to Owner.

(b) Each party (the "indemnifying party") agrees to indemnify and hold the other party (the "indemnified party"), its heirs, executors, shareholders, officers, directors, partners, employees and agents and each of them, harmless from and against any and all claims, demands, damages, losses, costs and expenses of every kind and nature, including but not limited to reasonable attorneys' fees, incurred by the indemnified party arising out of (or claimed to arise out of) the negligent, willful,

intentional or reckless acts or omissions of the indemnifying party, or its employees, agents, contractors, tenants or invitees related to its activities, use or occupancy of the Premises to the self-supporting lattice tower or arising out of its material breach of this Easement. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party, and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Easement, the parties hereby confirm that neither party shall be responsible to the other for consequential damages pursuant this paragraph and the provisions of this paragraph shall survive the expiration or termination of this Easement.

9. Waiver of Subrogation.

Omnipoint and Owner hereby release one another and their respective principals, agents, contractors and employees from any claims for damage to any person or property that are covered by any insurance policies carried by either of the parties at the time of such claim or required to be carried by such party hereunder. Each party shall cause its respective insurance company to waive any rights of recovery against the other party, by way of subrogation or otherwise, in connection with any damage covered by said insurance policies. Neither Omnipoint nor Owner shall be liable to the other for any damage which may occur that is covered under each party's insurance policy.

10. Right to Grant Easement and Warranty of Title.

Owner warrants that: (a) Owner has the sufficient right, title and interest in the Property to enter into this Easement; (b) Owner has not entered into any agreement with any third party which would preclude or limit Owner's performance of its obligations under this Easement or the exercise by Omnipoint of its rights hereunder; and (c) to the best of Owner's knowledge, the performance of this Easement will not violate the provisions of any mortgage, lease, covenants or other agreement under which Owner or the Property is bound or governed or which restricts Owner in any way with respect to the use or disposition of the Property. Owner and Omnipoint shall provide to one another, at the time of execution of this Easement, evidence of its authority to enter herein, in the form of a corporate (or appropriate entity) resolution. If the Property is encumbered by any mortgage or other lien, then Owner shall assist Omnipoint in obtaining a satisfactory non-disturbance and attornment agreement from such mortgagee or lienholder.

11. Termination.

Omnipoint may terminate this Easement, provided all Fees are current, without further liability, on prior written notice to Owner, which termination will become effective thirty (30) days after the date notice is mailed for any of the following reasons: (a) changes in local or state laws or regulations that adversely affect Omnipoint's ability to operate; (b) FCC ruling or regulation that is beyond the control of Omnipoint that renders the Premises unsuitable for Omnipoint's contemplated use; (c) technical reasons, including but not limited to signal interference; (d) subsequent changes in system design, which prohibits Omnipoint's operation; (e) Omnipoint's inability to obtain any required license, permit or approval which may be required for the construction and operation of the Communications Facility, including where the inability is caused by engineering surveys or structural reports; (f) for Omnipoint's economic reasons; (g) if Omnipoint determines that Owner does not have good title to the Property or that any title restriction interferes with Omnipoint's contemplated use hereunder; or (h) if any existing mortgage holder is unwilling to enter into a satisfactory nondisturbance agreement. In addition to the foregoing, Omnipoint shall have the right to terminate this Easement upon providing Owner 90 days prior written notice. In the event that Omnipoint terminates this Easement pursuant to this Paragraph 11 after the Commencement Date and for

a reason that is through no fault of or under the control of Owner then such termination shall not be effective unless Omnipoint provides Owner with a termination fee in an amount equal to one (1) year's Fees.

12. Assignment.

Omnipoint shall have the right to allow other operators to locate their communications equipment on the lattice tower erected by Omnipoint and to enter into assignments or leases for this purpose as long as the Premises is used in conformance with this Easement. Omnipoint shall allow Owner to install its own antennae on Omnipoint's self-supporting lattice tower (the location thereof to be at Omnipoint's sole discretion), without charge, as long as the operation thereof does not interfere with any other equipment utilizing the tower, provided, that Owner shall indemnify and hold Omnipoint harmless from any loss, costs or damages occasioned thereby. In addition, Omnipoint have the right to assign its rights under this Easement, to any person or business entity that (a) is licensed by the FCC to operate a wireless communications business, (b) is a parent, subsidiary or affiliate of Omnipoint, controls or is controlled by or under common control with Omnipoint, (c) is merged or consolidated with Omnipoint or (d) purchases more than a fifty percent (50%) interest in the ownership or assets of Omnipoint or in the Communications Facility. In all other instances, Omnipoint shall obtain Owner's prior written consent for assignment, such consent shall not to be unreasonably withheld, conditioned or delayed.

13. Default and Right to Cure.

(a) Omnipoint will be in default hereunder if Omnipoint fails to comply with any material provision of this Easement and such failure is not cured within thirty (30) days after receipt of written notice thereof from Owner, provided, however, that if any such default cannot reasonably be cured within thirty (30) days, Omnipoint will not be deemed to be in default under this Easement if Omnipoint commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon such default by Omnipoint beyond any applicable cure period, Owner may, at its option, terminate this Easement without affecting its right to sue for all past due Fees and any other damages to which Owner may be entitled.

(b) Owner will be in default hereunder if Owner fails to comply with any material provision of this Easement and such failure is not cured within thirty (30) days after receipt of written notice thereof from Omnipoint, provided, however, that if any such default cannot reasonably be cured within thirty (30) days, Owner will not be deemed to be in default under this Easement if Owner commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon such default by Owner beyond any applicable cure period, Omnipoint may, at its option, cure the failure at Owner's expense (which expense may, at Omnipoint's option, be deducted from the Fees) or terminate this Easement without affecting its right to demand, sue for, and collect all of its damages arising out of Owner's failure to comply ; provided that Omnipoint need not wait 30 days to cure in case of an emergency or for payment of insurance premiums if such delay would cause a lapse or termination of insurance.

14. Collateral Assignment.

Owner hereby (a) consents to the collateral assignment of and granting of a security interest in Omnipoint's easement interest herein in favor of any holder of indebtedness borrowed by Omnipoint from time to time ("Lender"); (b) agrees to simultaneously provide Lender with a copy of any notice of default under this Easement sent to Omnipoint and allow Lender the opportunity to remedy or cure any default as provided for in this Easement; and (c) agrees to attorn to Lender as if Lender were Omnipoint under this

Easement upon the written election of Lender so long as any existing default under this Easement has been cured as provided thereunder. Owner hereby further agrees to permit Lender to remove from the Property any of the collateral in accordance with any security documents granted in favor of Lender, provided, however, that Lender shall promptly repair, at Lender's expense, any physical damage to the Property directly caused by said removal.

15. Notices.

Unless otherwise provided herein, any notice of demand required to be given herein will be given by certified mail, return receipt requested or reliable overnight courier to the address of Omnipoint and Owner as set forth below:

Robert and Roger Rheault
233 So. River Road
Bedford, New Hampshire 03110

Omnipoint Communications Enterprises, Inc.
50 Bridge Street - 2nd Floor
Manchester, New Hampshire 03101
Attn: Property Management Department

Omnipoint and Owner may designate a change of notice address by giving written notice to the other party as provided above. Any notice will be deemed effective upon confirmed receipt.

16. Recording.

A duplicate copy of this Easement will be recorded in the Hillsborough County Registry of Deeds; provided, however, that such duplicate copy will omit Section 6 hereof relative to the payment of Fees, which is a confidential matter between Omnipoint and Owner.

17. Miscellaneous Provisions.

(a) This Easement is governed by the laws of the State of New Hampshire.

(b) No amendment or modification to any provision of this Easement will be valid unless made in writing and signed by the appropriate parties hereto.

(c) If any provision of this Easement is deemed invalid or nonenforceable, then the remainder of this Easement will remain in force and to the fullest extent as permitted by law.

~~(d) No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Easement will operate as a waiver of any of the rights provided hereunder in law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.~~

(e) This Easement is binding upon and will inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

(f) Omnipoint shall reimburse Owner's attorney, Attorney Stark, for the reasonable costs of Owner's legal review of this document, up to a maximum of Nine Hundred Dollars (\$900.00). Owner (or Attorney Stark) shall provide Omnipoint with a copy of the legal bill.

IN WITNESS WHEREOF, the parties have executed this Easement under seal as of the date first above written.

OMNIPOINT COMMUNICATIONS ENTERPRISES, INC.

By: *C. R. Johnston*

Name: C. R. Johnston
Title: General Manager

Date: 8/12, 1997

Date: 8/6, 1997

Robert Rheault
Robert Rheault

Date: 8/6, 1997

Roger Rheault
Roger Rheault

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6th day of August, 1997, by Robert Rheault.

Rodney L. Stark
Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal

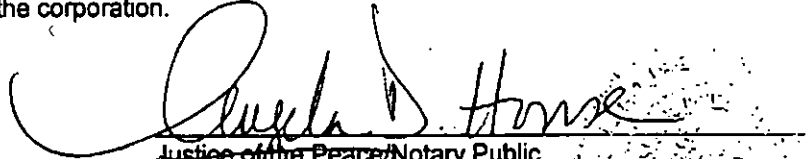
STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6th day of August, 1997, by Roger Rheault.

Rodney L. Stark
Justice of the Peace/Notary Public
My Commission Expires: _____
Notary Seal

STATE/Commonwealth of Massachusetts
COUNTY OF Wristol

The foregoing instrument was acknowledged before me this 12th day of August 1997, by C. R. Johnston, the duly authorized General Manager of Omnipoint Communications Enterprises, Inc., a Delaware corporation, on behalf of the corporation.


Justice of the Peace/Notary Public
My Commission Expires: 6/15/01
Notary Seal

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that I, Robert A. Rheault, of Bedford, County of Hillsborough and State of New Hampshire, for consideration paid, grant to Robert A. Rheault of Bedford, County of Hillsborough and State of New Hampshire, and Roger Rheault of Bedford, County of Hillsborough and State of New Hampshire, as joint tenants with rights of survivorship, **QUITCLAIM COVENANTS**, certain tracts of land, with all the improvements thereon, situate in the Town of Bedford, bounded and described as follows:

TRACT I

Beginning at a take on the Westerly bank of the Brook, by the North line of Frank E. French, and at the Southeast corner of the premises; thence Westerly by land of Frank E. French to the corner of the wall at land heretofore granted by Edward Porter to Gordon Woodbury; thence North by the line of land so granted to said Woodbury and by the stone wall to the Southerly line of land formerly of the heirs of Zachariah Chandler, deceased, and by them conveyed to the said Gordon Woodbury; thence Easterly by the Southerly line of said Chandler land to the Westerly bank of the Brook; thence by said Westerly bank of said Brook to the portion of beginning. Being a portion of the same premises as conveyed to the Grantor herein by Joint Tenancy Warranty Deed of the said Roger E. Bellemare, dated December 30, 1954, and recorded at the Hillsborough County Registry of Deeds, at Volume 1414, Page 141.

EXCEPTING, HOWEVER, from the above-described premises such portions thereof as were conveyed to the State of New Hampshire for right of way purposes only. Cf. Volume 1552, Page 220, and Volume 1615, Page 280.

ALSO EXCEPTING, HOWEVER, from the above-described premises such portions thereof as were conveyed to A.B.I. Investment Group, said conveyance being depicted as "Parcel X" on a Plan of Lot Consolidation and Boundary Line Adjustment, recorded on November 7, 1989, in the Hillsborough County Registry of Deeds as Plan #23922 therein.

Said property being subject to a right of way granted to the Public Service Company of New Hampshire and recorded at Volume 1563, Page 157 of the Hillsborough County Registry of Deeds.

Said property also being subject to a certain right of way reserved by Roger E. Bellemare and Lorraine Y. Bellemare, for a conveyance made by Roger E. Bellemare and Lorraine Y. Bellemare and recorded in the Hillsborough County Registry of Deeds at Volume 1552, Page 220 and Volume 1615, Page 280; over the gravel road leading from U.S.-3 to the premises granted in those conveyances.

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548283

BK5670 P60622

Meaning and intending to describe that property conveyed by Warranty Deed of Jeanne T. Rheault to Jeanne T. Rheault and Robert A. Rheault dated September 12, 1985, and recorded in the Hillsborough County Registry of Deeds at Book 3378, Page 398.

For additional title references, see deed of Roger E. Bellemare and Lorraine Y. Bellemare to Edgar A. Rheault and Jeanne T. Rheault dated June 21, 1962, and recorded in the Hillsborough County Registry of Deeds at Book 1691, Page 91.

TRACT II

All that tract or parcel of land situated in the Town of Bedford, County of Hillsborough and State of New Hampshire, together with any improvements located thereon, which is depicted as "Parcel 22-4" on a plan entitled "Plan of Lot Consolidation and Boundary Line Adjustments," recorded on November 7, 1989, in the Hillsborough County Registry of Deeds as Plan #23922 therein. Said parcel being more particularly bounded and described as follows:

Beginning at a point at lands of the State of New Hampshire, being the Northerly sideline of U.S. Route 3 and the Westerly sideline of an access roadway owned by the State of New Hampshire;

Thence one hundred nine and seven hundredths feet (109.07') along the arc of a curve to the left with an initial tangent bearing of North sixty-eight degrees, thirty-one minutes, forty-one seconds West (N 68° 31' 41" W) and a radius of nine-hundred thirty-one and forty-eight hundredths feet (931.48) along said U.S. Route 3 to a point on the Easterly sideline of the F.E. Everett Turnpike, so called, said point being located North twelve degrees, forty-six minutes, fifty-three seconds West (N 12° 46' 53" W) one and forty-two hundredths feet (1.42') from a New Hampshire Highway Department concrete bound;

Thence North twelve degrees, forty-six minutes, fifty-three seconds W (N 12° 46' 53" W) two hundred seventeen and thirty-three hundredths feet (217.33') along said F.E. Everett Turnpike to a point at other land of the Grantees;

Thence South eighty-three degrees, fifty-five minutes, seven seconds East (S 83° 55' 07" E) seventy and no hundredths feet (70.00') along said other land of the Grantees to a point;

Thence South eighty-one degrees, three minutes, fifty-five seconds East (S 81° 03' 55" E) one-hundred twenty-three and thirty hundredths feet (123.30') along said other land of the Grantees to a point at said land of the State of New Hampshire.

Thence South ten degrees, sixteen minutes, six seconds West (S 10° 16' 06" W) two hundred twenty-two and eighty-five hundredths feet (222.85') along said land of the State of New Hampshire to a point on the Northerly sideline of U.S. Route 3 - being the point of beginning.

SAID "PARCEL 22-4" CONTAINING seventy-three hundredths (0.73) acres, to be the same, more or less.

BK 5670 P 60623

TRACT III

All that tract or parcel of land situated in the Town of Bedford, County of Hillsborough and State of New Hampshire, together with any improvements located thereon, which is depicted as "Parcel 22-2" on a plan entitled "Plan of Lot Consolidation and Boundary Line Adjustments," recorded on November 7, 1989, in the Hillsborough County Registry of Deeds as Plan #23922 therein. Said parcel being more particularly bounded and described as follows:

Beginning at a drill hole at a corner of stone walls at lands now or formerly of Lucienne LeClerc and Grantees, said drill hole being located at the Easterly corner of the herein described parcel;

Thence South eighty degrees, twenty-four minutes, fifty-three seconds West (S 80° 24' 53" W) two hundred ninety-one and sixty-eight hundredths feet (291.68') along said land of LeClerc to a point on the Northerly sideline of U.S. Route 3;

Thence in a general Northwesterly direction sixteen and ninety-three hundredths feet (16.93') along the arc to the curve to the left having an initial tangent bearing of North sixty four degrees, nineteen minutes, fifty-seven seconds West (N 64° 19' 57" W) and a radius of nine hundred thirty-one and forty-eight hundredths feet (931.48') to a point at land now or formerly of the State of New Hampshire.

Thence North ten degrees, sixteen minutes, six seconds East (N 10° 16' 06" E) two hundred thirty-five and thirty-five hundredths feet (235.35') along said land of the State of New Hampshire to said other land of the Grantee;

Thence South eighty-one degrees, three minutes, fifty-five seconds East (S 81° 03' 55" E) one hundred sixteen and eighty-seven hundredths feet (116.87') along said other land of the Grantee to drill hole set at an end of a stone wall;

Thence South sixty-two degrees, fifty-seven minutes, eighteen seconds East (S 62° 57' 18" E) sixty and twenty-six hundredths feet (60.26') along said land of the Grantee and stone wall to a drill hole;

Thence South thirty-two degrees, twenty-five minutes, seven seconds East (S 32° 25' 07" E) one hundred seventy-one and thirty-seven hundredths feet (171.37') along said land of the Grantee and stone wall to a drill hole at land now or formerly of Lucienne LeClerc - being the point of beginning.

SAID PARCEL 22-2 CONTAINING one and eight hundredths (1.08) acres, to be the same, more or less.

TRACT IV

All that tract or parcel of land situated in the Town of Bedford, County of Hillsborough and State of New Hampshire, together with any improvements located thereon, which is depicted

085670 160624

as "Parcel Y" on a plan entitled "Plan of Lot Consolidation and Boundary Line Adjustments Involving Lands of Robert A. and Jeanne T. Rheault and A.B.I. Investment Group, Bedford, New Hampshire", dated April 15, 1988 and revised through 12/22/88, as prepared by White Mountain Survey Co., Inc. Said parcel being more particularly bounded and described as follows:

Beginning at a point at other land of the Grantors and land now or formerly of the State of New Hampshire, know as New Hampshire Route 101 and I-293, at a point on said highway, also known as Ramp "H," said point being located North eight degrees, forty-three minutes, twenty-eight seconds West (N 08° 43' 28" W), one thousand fourteen and forty-two hundredths feet (1014.42') from a drill hole in a stone wall at land now or formerly of Lucienne LeClerc, said drill hole marking the point of beginning of "Parcel X" to be conveyed to said A.B.I. Investment Group by said Rheault, said point of beginning further marking the Northerly corner of the herein described "Parcel Y";

Thence South eight degrees, forty-three minutes, twenty-eight seconds West (S 08° 43' 28" W) four hundred fifty-two and sixty-three hundredths feet (452.63') along said other land of the Grantors to a point at said "Parcel X" and other land of the Grantees;

Thence South eighty degrees, thirty-seven minutes, thirty-six seconds West (S 80° 37' 36" W) one-hundred twelve and thirty-seven hundredths feet (112.37') along said other land of the Grantees to the drill hole set at an end of a stone wall;

Thence South eighty degrees, thirty-two minutes, forty-five seconds West (S 80° 32' 45" W) two-hundred sixty-nine and sixty-two hundredths feet (269.62') along said stone wall and other land of the Grantees to a drill hole set at an end in stone wall at land now or formerly of the State of New Hampshire;

Thence South eighty degrees, thirty-eight minutes, ten seconds West (S 80° 38' 10" W) fifty-nine and twenty-three hundredths feet (59.23') in part by said land of the State of New Hampshire and in part by other land of the Grantee to a drill hole set at an end in stone wall;

Thence South seventy-nine degrees, twenty-five minutes, three seconds West (S 79° 25' 03" W) one hundred seventeen and seventy-four hundredths feet (117.74') along said stone wall and other land of the Grantee to a drill hole;

Thence South fifty-six degrees, seventeen minutes, fifty-one seconds West (S 56° 17' 51" W) thirty-seven and twenty-one hundredths feet (37.21') along said stone wall and of the land of the Grantee to a point at land now or formerly of the State of New Hampshire, being at the Easterly sideline of the F.E. Everett Turnpike;

Thence North twelve degrees, forty-six minutes, fifty-three seconds West (N 12° 46' 53" W) eighteen and twenty-two hundredths feet (18.22') along the Easterly sideline of said F.E. Everett Turnpike to a point, said point being located North nine degrees, twenty minutes, fifty-six seconds East (N 09° 20' 56" E) five and seventy-four hundredths feet (5.74') from a New Hampshire Highway Department concrete bound;

485670 150625

Thence four hundred eighty nine and forty-two hundredths (489.42') along the arc of a curve to the right having a radius of five hundred thirty-six and eighty-nine hundredths feet (536.89') and along said land of the State of New Hampshire to a point, the straight line chord bearing and distance to from said last named point to said point being North thirty-three degrees, thirty one minutes, thirty-seven seconds East (N 33° 31' 37" E) four hundred seventy-two and sixty-five hundredths feet (472.65);

Thence North fifty-nine degrees, thirty-eight minutes, thirty-two seconds East (N 59° 38' 32" E) two-hundred ninety-seven and no hundredths feet (297.00') along said land of the State of New Hampshire to a point at other land of the Grantors-being the point of beginning.

SAID "PARCEL Y" CONTAINING four and two-tenths (4.2) acres, to be the same, more or less.

This conveyance of Tracts II, III, and IV is subject to the access easement reserved in the

With respect to Tracts II, III, & IV


Meaning and intending to convey those premises conveyed to the Grantor and Jeanne T. Rheault by Warranty Deed of A.B.I. Investment Group dated June 19, 1989, and recorded in the Hillsborough County Registry of Deeds at Book 5156, Page 17.

The conveyance of said Tracts II, III and IV is subject to the access easement reserved in said deed from A.B.I. Investment Group, as well as all other exceptions and reservations set forth in said A.B.I. Investment Group deed.

THIS IS A NON-CONTRACTUAL TRANSFER, THEREFORE, NEW HAMPSHIRE TRANSFER TAX DOES NOT APPLY.

WITNESS my hand this 31st day of October, 1995.

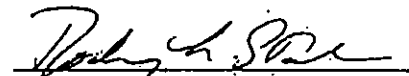

Witness


ROBERT A. RHEAULT

THE STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 31st day of October, 1995, before me, the undersigned officer, personally appeared ROBERT A. RHEAULT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Before me,


Justice of the Peace/Notary Public

BK5670 1 26

ROBERT
ROGER
233 SOUTH
BEDFORD
567

PUBLIC SERVICE COMP.
EASEMENT

UP C321/110

UP C372/108

UP PSH 3

EXISTING GRAVEL DRIVE

EXISTING EDGE OF PAVEMENT

NEW POLE
TO BE SET
BY TELCO

PROPOSED OMNIPPOINT
TELECOMMUNICATIONS
FACILITY (SEE SHEET
C-2 FOR DETAIL)



TBM: PK NAIL SET IN
ROOT OF OAK
ELEV = 209.76

WOODS
ROAD

23/98-2


ROBERT RHEAULT &
ROGER RHEAULT
233 SOUTH RIVER ROAD
BEDFORD, NH 03110
5670/622

CCTMO LLC
ASSISTANT SECRETARY'S CERTIFICATE

I, Lynn Howell, do hereby certify that I am the Assistant Secretary of CCTMO LLC, a Delaware limited liability company ("Company") and further CERTIFY that:


1. Christine Morgan is a Manager Contract Development of the Company and continues to hold such office as of the date below; and
2. as of the date of execution of the license agreement, April 22, 2020, Christine Morgan, pursuant to the Commitment Authority Policy of the Company dated May 29, 2019, a Manager Contract Development of the Company is authorized to execute agreements, including leases and licenses, related to the Company with an aggregate value of up to \$100,000.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22nd day of April, 2020.

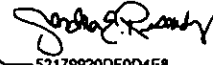
DocuSigned by:

 Lynn Howell, Assistant Secretary

STATE OF TEXAS
COUNTY OF HARRIS

This certificate was subscribed and sworn before me on the 22nd day of April, 2020, by Lynn Howell, Assistant Secretary of CCTMO LLC.

 **SANDRA E. RESENDEZ**
 Notary ID
 126188622
 My Commission Expires
 2/16/2024

My Commission Expires: 2/16/2024

DocuSigned by:

 Notary Public

Certificate Of Completion

Envelope Id: 24DF54BF4B58489FBBF4C4A412FCC670

Status: Sent

Subject: BU-826231_PLIC-606120_App-416614_East_NH557/233 S. River Rd_NEW HAMPSHIRE DOT

ApplicationId: 416614

BusinessUnit: 826231

License: 606120

Area: ETA

District: NE

Source Envelope:

Document Pages: 78

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Lorraine Connors at Crown Castle

AutoNav: Enabled

2000 Corporate Drive

EnvelopeId Stamping: Enabled

Canonsburg, PA 15317

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Lori.Connors@crowncastle.com

IP Address: 64.213.130.241

Record Tracking

Status: Original

Holder: Lorraine Connors at Crown Castle

Location: DocuSign

4/22/2020 2:31:41 PM

Lori.Connors@crowncastle.com

Signer Events

Christine Morgan at Crown Castle

christine.morgan@crowncastle.com

Manager, Contract Development

Crown Castle International Corp.

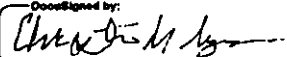
Signing Group: Crown Manager, Contract

Development

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

DocuSigned by:

03AD232AA020478

Timestamp

Sent: 4/22/2020 4:50:29 PM

Viewed: 4/22/2020 4:52:12 PM

Signed: 4/22/2020 4:52:29 PM

Signature Adoption: Pre-selected Style

Using IP Address: 8.20.92.226

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Execution Specialist

executionspecialist2.embedded@crowncastle.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Susan Klasen

Sent: 4/22/2020 4:52:56 PM

Susan.Klasen@dot.nh.gov

Resent: 4/23/2020 10:02:23 AM

Security Level: Email, Account Authentication (None)

Viewed: 4/23/2020 3:34:07 PM

Electronic Record and Signature Disclosure:

Accepted: 4/23/2020 3:34:07 PM

ID: 76f6b836-1559-4bc0-ac08-33ecd8e9815f

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

4/23/2020 10:02:23 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.

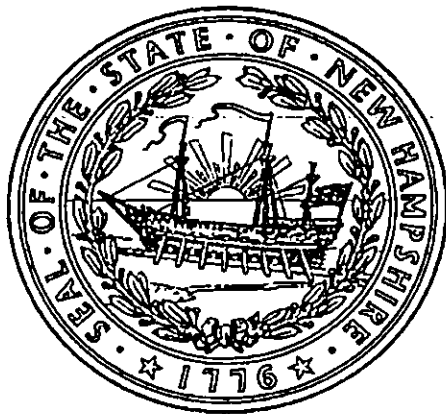
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that T-MOBILE USA TOWER LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 26, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 682508

Certificate Number: 0004524417



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Approval by Attorney General's Office for form and execution.

Alvin Byers

5/8/20
Date

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") is entered into as of the latter signature date hereof ("**Effective Date**") by and between American Towers LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and New Hampshire Department of Transportation, with a place of business at 110 Smokey Bear Boulevard, Concord, NH 03302 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: Merrimack 2

Site Number: 10105

Address and/or location of Tower Facility: Englewood Drive, Merrimack, NH 03054-4723

Tower Facility Coordinates: Lat. 42° 49' 36.97" N42.82693611 Long. 71° 30' 7.46" W-71.50207222

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Susan Klasen (603) 271-6862.
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to Licensee's address above to the attention of Susan Klasen, with a copy to NHDOT, Bureau of TSMO, P.O. Box 483, Concord, NH 03302-0483.
- Notices to Licensor shall be sent to Licensor's address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Tower Corporation, 29637 Network Place, Chicago, IL 60673-1296; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.

Antenna mount height on tower: See Exhibit A for specific location.

All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM:

Prepayment of Annual License Fees: Licensee shall pay to Licensor Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00), on or before the 1st day of the month immediately following the Commencement Date representing Monthly License Fees due and owing for the first six (6) months of the Initial Term. Licensee shall subsequently pay to Licensor an additional Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) within one hundred eighty (180) days of the Commencement Date, such amount representing the Monthly License Fee for the remaining six (6) months of the Initial Term. Throughout the Initial Term and Renewal Terms, if any, Licensee shall continue to make the above-described payments in advance on each six-month anniversary of the prior payment date. The Annual License Fee shall be increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Three percent (3%).

Application Fee: N/A

Relocation Application Fee: N/A

Site Inspection Fee: N/A

Initial Term: A period of five (5) years beginning on the Commencement Date. The "Commencement Date" shall be the Effective Date.

Renewal Terms: 1 additional period of 5 years.

Connection Fee (as described in Subsection 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$_____ per month ("Utility Fee") subject to adjustment pursuant to Subsection 5(b), OR
 Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): None As listed below

A. PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("PCNs") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a "PCN Default") for which the cure period is set forth in Section 21. In the event Licensee fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Licensee under this Agreement, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Subsection A ("PCN Retention Fee"). Licensor and Licensee acknowledge that holding PCNs in violation of this Subsection A reduces Licensor's opportunity to license space at Licensor's tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor's written notice to Licensee of Licensee's uncured default of this Subsection A and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually

agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

D. Licensor and Licensee agree and acknowledge that Licensee shall be responsible for painting the transmission lines to match the colors of the tower.

E. Notwithstanding anything to the contrary contained herein, Licensee shall pay to Licensor a one-time non-refundable fee in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) (the "Collocation Fee") payable concurrent with the submission of the Application (\$2,500.00 of which is attributable to Site Inspection Fee and SSIF Fees, and \$1,500.00 of which is attributable to Structural Analysis Fee (as defined herein). Notwithstanding the foregoing, any equipment design modification initiated by Licensee that occurs prior to the initial installation of Licensee's Approved Equipment or any subsequent modification thereto, shall result in an additional structural analysis fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00), per each design change.

F. This Agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign or official immunity to which the State of New Hampshire (Licensee) and its representative and agents are lawfully entitled.

G. Appropriated Funds. In the event that no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable by any means whatsoever in any fiscal period for payments pursuant to this Agreement, Licensee shall immediately notify Licensor in writing of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which sufficient appropriations have been received and made without penalty or expense to Licensee. Notwithstanding the foregoing, the effective date of any such termination shall not pre-date receipt of the notice of such termination by Licensor from Licensee.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR

American Towers LLC, a Delaware limited liability company

By: 

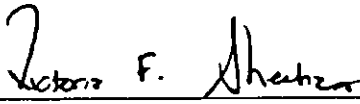
Print Name: Daniel Broe
Senior Counsel

Its: _____

Date: May 14, 2020

LICENSEE

New Hampshire Department of Transportation

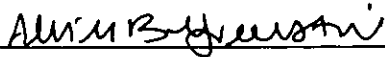
By: 

Print Name: Victoria F. Sheehan

Its: _____

Date: May 20, 2020

Approved by the Attorney General's Office for Form and Execution

Sign: 

Date: 6/10/2020

TERMS AND CONDITIONS

1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon thirty (30) days' prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed in both hard copy and electronic form ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this Section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to one hundred twenty percent (120%) of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved

Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. USE.

Subject to the terms of any Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Annual License Fee.** The Annual License Fee as adjusted by the Annual Escalator, shall be payable on or before the 1st day of the month immediately following the Commencement Date representing Monthly License Fees due and owing for the first six (6) months of the Term. Licensee shall subsequently pay to Licensor within one hundred eighty (180) days of the Commencement Date, such amount representing the Monthly License Fee for the remaining six (6) months of the Term. Throughout the Initial Term and Renewal Terms, if any, Licensee shall continue to make the above-described payments in advance on each six-month anniversary of the prior payment date. The Annual License Fee shall be increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term. If the Commencement Date is not the first day of a calendar month, the Annual License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.** All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) Taxes.

(i) **Property Taxes.** Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within thirty (30) days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted

to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within thirty (30) days of Licensor's request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Annual License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the Annual License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as the Annual License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("BLM") or the United States Forest Service ("USFS"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within thirty (30) days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the Annual License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(h) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis

under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred fifty percent (150%) of the value of the most recently paid Annual License Fee divided into twelve equal monthly payments ("Holdover Fee"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the monthly license fee payable to Licensor in the event of an extension under this Subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. COMMON EXPENSES.

Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this Section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within thirty (30) days following receipt of an invoice from Licensor.

8. SITE INSPECTION.

Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within ten (10) days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of \$1,500 ("**Labeling Fee**") which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's

service caused by Licensor if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

(a) **Installation and Approved Vendors.** Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than Licensor but including Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to Subsection 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within thirty (30) days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of \$1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under Section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Annual License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Annual License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within thirty (30) days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten (10) days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) **Correction.**

(i) **Licensee.** Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor,

such Interference within thirty (30) days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **Licensor.** Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this Section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users.** Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Licensee shall be in default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*, November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within thirty (30) calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such thirty (30) day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS.

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Annual License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Annual License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Annual License

Fee paid in advance of such termination shall be refunded by Licensor to Licensee within thirty (30) days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Annual License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. COMPLIANCE WITH LAWS.

Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Intentionally Deleted.**

(b) **Intentionally Deleted.**

(c) **Intentionally Deleted.**

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY.

NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY.

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES.

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereto in accordance with this Section 18 (the "**Notice Address**") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING.

Licensee may not, directly or indirectly, assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Annual License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the

Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Annual License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Annual License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within ten (10) Business Days of the date when due; (ii) except for a PCN Default for which the cure period is set forth in clause (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in Section 11; (iv) a PCN Default occurs that Licensee fails to cure within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written notice from Licensor to Licensee.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Annual License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of this Agreement by Licensee, discounted by an annual percentage rate equal to five percent (5%), (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of thirty (30) days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Annual License Fee or other fee or charge. Licensee

shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to eighteen percent (18%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Annual License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the existing Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The Annual License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "**Trigger Condition**"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Annual License Fee to that which would initially be paid by the Paying Carrier ("**Paying Carrier Rate**"), all in accordance with the terms and provisions provided in this Subsection 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("**Relocation Notice**") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within ten (10)

Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Annual License Fee to the Paying Carrier Rate (which would thereafter be subject to escalation of the Annual License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Annual License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have forty-five (45) days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all of the terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within forty-five (45) days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such ten (10) Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and equipment containing Hazardous Materials and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this Subsection, a "Paying Carrier" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

(c) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days' prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing ninety (90) day notice period, then Licensee or Licensor may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with

MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any of the covenants contained in this Section 26. The obligations of Licensee to indemnify Licensor pursuant to this Section 26 shall survive the termination or expiration of this Agreement.

27. SUBROGATION.

(a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement.

Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, any portion of the Tower Facility, and Licensee shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both Licensor and Licensee.

ATTACHED EXHIBITS:

- Exhibit A: List of Approved Equipment and location of the Licensed Space
- Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)
- Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3
- Appendix I: Definitions
- Appendix II: Insurance

LICENSOR SITE NAME / NUMBER: Merrimack 2 / 10105
LICENSEE SITE NAME / NUMBER: N/A / N/A

Exhibit A

List of Approved Equipment and location of the Licensed Space

Exhibit A

Customer Name:
STATE OF NEW HAMPSHIRE

ATC Asset Name:
MERRIMACK 2

ATC Asset #:
10105

Customer Site Name:
ATC Outlets

Customer Site #:
N/A

GROUND SPACE REQUIREMENTS

Total Lease Area Sq. Ft: 50.00'	Primary Contiguous Lease Area	L:5.00'	W:10.00'	H:1.00'	Sq. Ft: 50.00
Concrete Pad		5.00'	10.00'	1.00'	50.00
Outside Primary Lease Area		N/A	N/A	N/A	Sq. Ft: N/A

BACKUP POWER REQUIREMENTS

Generator: N/A **Capacity(KW):** N/A **Fuel Tank Size(gal):** N/A **Fuel Type:** N/A **Fuel Tank Setback(radius):** N/A

UTILITY REQUIREMENTS

Power Provided By: Utility Company Direct

Telco/Interconnect: N/A

TRANSMITTER & RECEIVER SPECIFICATIONS

Type: N/A **Quantity:** N/A **TX Power(watts):** N/A **ERP(watts):** N/A

ANTENNA EQUIPMENT SPECIFICATIONS

Type	PANEL	DISH-STANDARD	Radio/ODU	N/A	N/A	N/A
Manufacturer	Cambium Networks	Commscope	Cambium Networks	N/A	N/A	N/A
Model #	PMP 450 Access Point Antenna (22.4")	VHLP2-11W-2WH	PTP 820S	N/A	N/A	N/A
Dimensions HxWxD	22.4" x 5.8" x 2.5"	2.16' x 2.16' x 0.85'	9.1" x 9" x 3.8"	N/A	N/A	N/A
Weight(lbs.)	6.4	25.0	13.2	N/A	N/A	N/A
Location	Tower	Tower	Tower	N/A	N/A	N/A
RAD Center AGL	160.0'	160.0'	160.0'	N/A	N/A	N/A
Antenna Tip Height	160.9'	161.1'	160.4'	N/A	N/A	N/A
Antenna Base Height	159.1'	158.9'	159.6'	N/A	N/A	N/A
Mount Type	Stand-Off	Stand-Off	Stand-Off	N/A	N/A	N/A
Quantity	1	2	4	N/A	N/A	N/A
Azimuths/Dir. of Radiation	165	157.42/12	157.4/12	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	1/1	2/2	N/A	N/A	N/A
TX/RX Frequency Units	GHz	GHz	GHz	N/A	N/A	N/A
TX Frequency	5.8	10.7	11645	N/A	N/A	N/A
RX Frequency	5.8	11.7	11155	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	No	N/A	N/A	N/A
Antenna Gain	14.9	31.7/32.4/33.1	N/A	N/A	N/A	N/A
Total # of Lines	1	0	8	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	0/0	4/4	N/A	N/A	N/A
Line Type	CAT5	CAT5	CAT5	N/A	N/A	N/A
Line Diameter Size	0.27" (6.7mm) Cat 5e	0.27" (6.7mm) Cat 5e	0.38" (9.7mm) Cat 5e	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Exhibit B

**Site Drawing indicating the location of Ground Space for Licensee's equipment shelter
or space in Licensor's building (as applicable)**

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.



AMERICAN TOWER®
 A.T. ENGINEERING SERVICE, PLLC
 1500 REGENCY PARKWAY
 SUITE 100
 CARY, NC 27518
 PHONE: (919) 486-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION OR INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF LESSEES/OWNER AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM LESSEES/OWNER. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH LESSEES/OWNER WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

ALL MEASUREMENTS AND LOCATIONS USED IN THIS SITE DESIGN ARE APPROXIMATE AND LESSEES/OWNER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO UNDERGROUND FEATURES INCLUDING BUT NOT LIMITED TO UTILITIES, ROCK FORMATIONS, ETC. THIS SITE DESIGN SHALL NOT BE USED FOR CONSTRUCTION PURPOSES AND LESSEES/OWNER SHALL CONTACT A UTILITY LOCATOR SERVICE PRIOR TO COMMENCING CONSTRUCTION TO AVOID SERVICE DISRUPTION TO OTHER USERS AND INJURY OR DEATH.

ATC SITE NUMBER
 10105
 ATC SITE NAME:
 MERRIMACK 2
 NEW HAMPSHIRE

LEGEND	
JJ	GROUNDING TEST WELL
AV	AIR VENT
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
C	CABINET
CS	COAX SHROUD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH,V	HAND HOLE, VENT
HFC	HYDROGEN FUEL CELL
HSM	HYDROGEN STORAGE MATERIAL
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
LPG	LIQUID PROPANE GAS
M	METER
MTS	MANUAL TRANSFER SWITCH
OWW	OVERHEAD WIRE
P	POWER
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
- - -	BUFFER (PROPERTY LINE)
- - -	GROUND SPACE (LEASE AREA)
- - -	EASEMENT

DRAWN BY:	K. JONES
DATE DRAWN:	06/10/2019
CUSTOMER:	STATE OF NEW HAMPSHIRE
ATC PROJECT NO.:	0AA724121
ATC ASSET NO.:	10105

SITE PLAN LAYOUT

SHEET NUMBER: SITE-1	AUDITED BY: KPF ON 06/07/19
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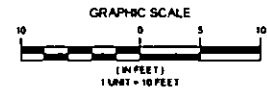
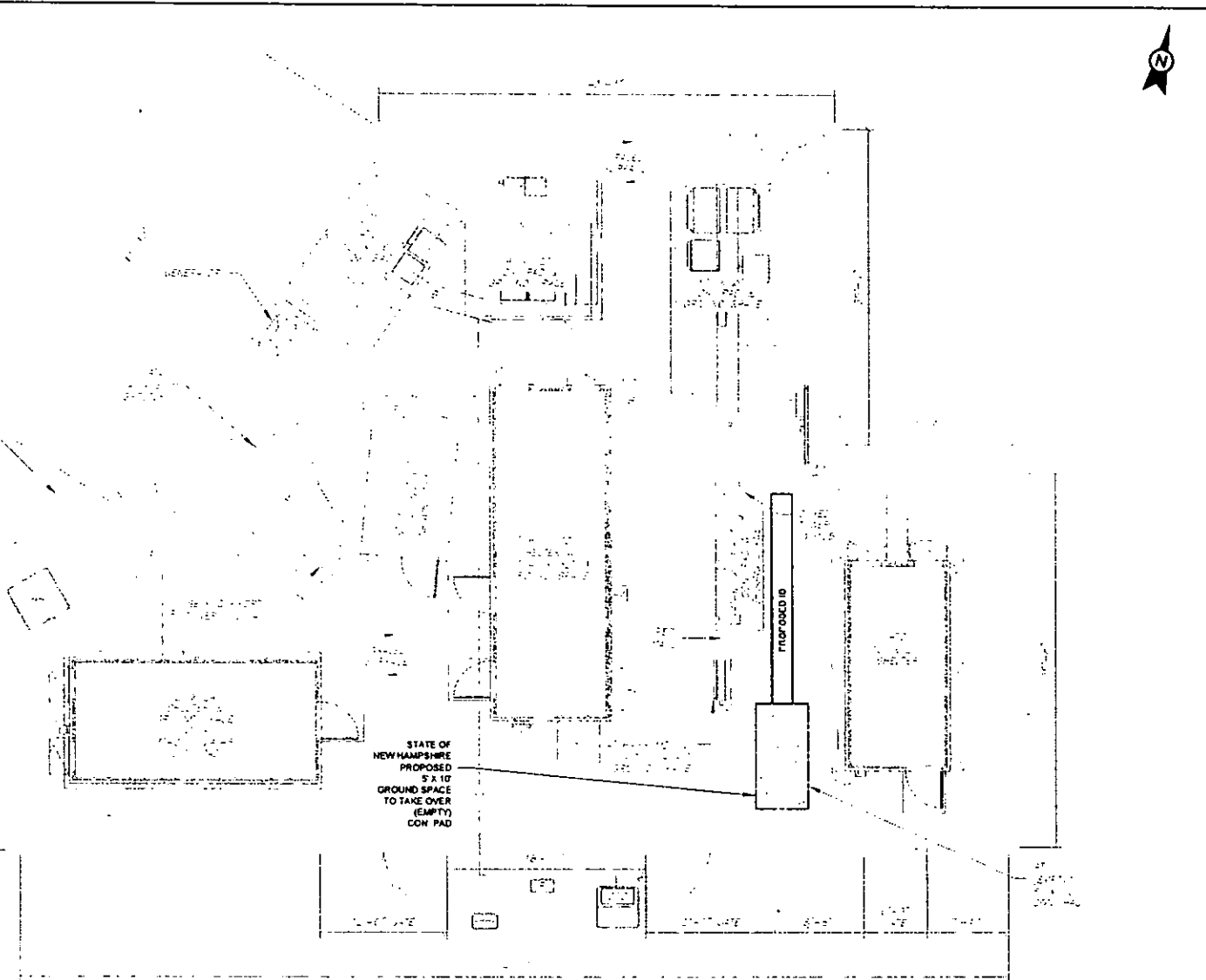


Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.

Appendix I

Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "control" means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in Section IV.

Annual License Fee: defined in Section IV and referenced in Subsection 5(a).

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in Section IV.

Application Fee: defined in Section IV.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

BLM: defined in Subsection 5(d).

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

Commencement Date: defined in Section IV.

Common Expenses: defined in Section 7.

Connection Fee: defined in Section IV.

Construction Drawings: defined in Section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in Section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in Subsection 11(g).

Ground Lease: defined in Section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in Subsection 6(c).

Indemnified Party: any person or entity entitled to indemnification under Section 15 hereof.

Indemnifying Party: any person or entity obligated to provide indemnification under Section 15 hereof.

Initial Term: defined in Section IV and referenced in Subsection 6(c).

Interference: defined in Subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in Subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in Subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

MPE: defined in Section 25.

Notice Address: defined in Section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and

approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.

Paying Carrier: defined in Subsection 24(b).

Paying Carrier Rate: defined in Subsection 24(b).

Party(ies): Licensor or Licensee.

PCN Default: defined in Subsection VI.A.

PCN Retention Fee: defined in Subsection VI.A.

PCNs: defined in Subsection VI.A.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Application Fee: defined in Section IV.

Relocation Notice: defined in Subsection 24(b).

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Trigger Condition: defined in Section 24(b).

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall name Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.



AMERICAN TOWER

ASSISTANT SECRETARY'S CERTIFICATE

I, Stephen Greene, a duly elected and acting Assistant Secretary of American Tower Corporation, a Delaware corporation (the "Company") do hereby certify that:

Pursuant to the Company's Delegation of Authority Policy, Daniel Broe, Senior Counsel, U.S. Tower, has been granted the authority to execute, on behalf of the Company and each of its directly and indirectly held subsidiaries, any contracts, certificates, agreements or other documents to be executed relating to:

- the identification, negotiation and acquisition of new telecommunications antenna sites on behalf of the Company, including, but not limited to, non-disclosure agreements, confidentiality agreements, letters of intent, memoranda of understanding, asset or stock purchase agreements, membership interest agreements, and/or merger agreements, and any amendments to, or renewals of, such agreements and documents (collectively, "Acquisition Materials"); and
- the ownership, operation, management, licensing or leasing of existing telecommunications antenna sites (such activities, collectively, "Core Business") on behalf of the Company, including, but not limited to, non-disclosure agreements, confidentiality agreements, letters of intent, memoranda of understanding, management agreements, consulting agreements, settlement agreements, lease or license agreements, termination agreements, release agreements, assignments, estoppels, certificates, deeds, and any amendments to, or renewals of, such agreements and documents (collectively, "Operational Materials" and together with Acquisition Materials, the "Executable Materials");

provided, that, the annual, single year or cumulative economic impact with respect to the Executable Materials in connection with any particular transaction shall not exceed:

- in the case of budgeted capital or expense spending, the lesser of: (a) the amount set forth with respect to such capital or expense items in the applicable budget; and (b) up to Five Hundred Thousand United States dollars (\$500,000.00);
- in the case of unbudgeted capital (other than unbudgeted build to suit) or expense spending with respect to Core Business investments, acquisitions and dispositions, One Hundred Thousand United States dollars (\$100,000.00); and
- in the case of a revenue-generating transaction, the commitment authority provided to the Delegator in Schedule 1 of the Policy.

IN WITNESS WHEREOF, I have hereunto signed my name as Assistant Secretary of the Company, this 18th day of May 2020.

Stephen Greene

Stephen Greene
Assistant Secretary

State of New Hampshire

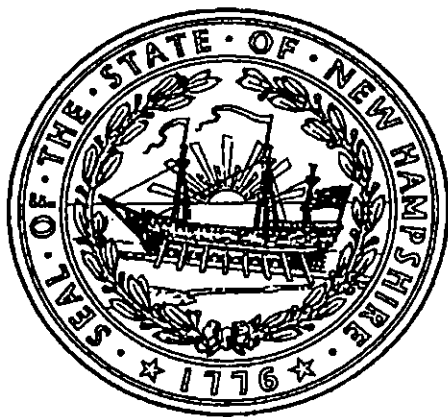
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMERICAN TOWERS LLC is a Delaware Limited Liability Company registered to do business in New Hampshire as AMERICAN NEW HAMPSHIRE TOWERS on September 13, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 564212

Certificate Number: 0004927515



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 9th day of June A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED American Tower Corporation 116 Huntington Avenue 11th Floor Boston MA 02116-5786 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Specialty Insurance Co		37885
	INSURER C: Great American Insurance Company of NY		22136
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570079511797** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			IKU943761707	12/01/2019	12/01/2020	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943761507	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			UMB2969758	12/01/2019	12/01/2020	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943538607 (AOS) RWR943547007 (Retro Ded.)	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B					12/01/2019	12/01/2020	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER American Tower Corporation 116 Huntington Avenue, 11th Floor Boston MA 02116-5786 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	--

Holder Identifier :

Certificate No : 570079511797





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED American Tower Corporation 116 Huntington Avenue Boston, Massachusetts 02116-5786 United States	
POLICY NUMBER RGD943761407, RAD943761507, UMB2969758, RWD943538607, RWR943547007		EFFECTIVE DATE: 12/1/2019-12/1/2020	
CARRIER Great American Assurance Company Greenwich Insurance Company XL Specialty Insurance Co	NAIC CODE 22136 22322 37885		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Description: Any auto leased or rented to you.

A. Coverage:

1. Any "leased auto" designated or described in the schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto," Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule.
2. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

B. Loss Payable Clause:

1. Greenwich Insurance Company will pay, as interest may appear, American Tower Corporation and the lessor named in this endorsement for "loss" to a "leased auto."
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If Greenwich Insurance Company makes any payment to the lessor, Greenwich Insurance Company will obtain his or her rights against any other party.

C. Cancellation:

1. If Greenwich Insurance Company cancels the policy, we will mail notice to the lessor in accordance with the cancellation Common Policy Condition
2. If American Tower Corporation cancels the policy, Greenwich Insurance Company will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premium.

E. Additional Definition:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 14th day of November, 2019, between the Wall Street Tower Limited Partnership, with its principal offices located at 2 Cooper Street Camden, NJ 08102 hereinafter designated LESSOR, and The New Hampshire Bureau of TSMO, with its mailing address PO Box 483, Concord, New Hampshire 03302-0483, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

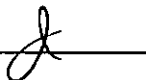
In consideration of the mutual covenants contained herein the Parties hereto agree as follows:

1. PREMISES. - LESSOR hereby leases to LESSEE approximately twenty-four (24) square feet of interior space (the "Floor Space") and approximately sixty-four (64) square feet on the roof (the "Rooftop Space") of the building located at 555 Canal Street, Manchester, New Hampshire (the "Building") for the construction, installation, operation and maintenance of LESSEE's antenna and associated equipment (the "Equipment"), and uses incidental thereto (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), ; together with such additional space within the Building, on the exterior of the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Rooftop & Floor Spaces, and the Equipment and to all necessary electrical and telephone utility sources located within the Building or on the Property. The Rooftop & Floor & Cabling Spaces, and the Equipment are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. It is specifically understood by the LESSOR and by the LESSEE that the LESSEE shall be permitted to install two (2) Microwave dishes, one (1) non penetrating rooftop equipment mount and the associated equipment cabinetry and associated cables as detailed on Exhibit 'A'. At all times, LESSEE shall not exceed its permitted equipment component as detailed on Exhibit "A". Should it be necessary for LESSEE to add, increase its permitted equipment component after its initial installation, LESSEE shall obtain the LESSOR's written approval which shall not be unreasonably withheld, conditioned or delayed.

2. TERM / RENTAL. - This Agreement shall be effective as of the date of approval by the New Hampshire Governor and Council (the "Effective Date"), provided, the initial term ("Initial Term") shall be for five (5) years and payment of rent shall commence the first day of the month following the day that LESSEE commences installation of LESSEE's Equipment on the Property (the "Commencement Date") at which time rent payments shall commence and be due in two (2) semi-annual lump-sum installments on the first day of January and the first day of July each year at a yearly rental rate for the Initial Term of SEVENTY-TWO Hundred Dollars, \$7,200.00 per year ("Rent") to be made payable to WALL STREET LIMITED PARTNERSHIP and shall be sent to WALL STREET LIMITED PARTNERSHIP 2CooperStreet

Camden, NJ 08102 Attn: Accounts Receivable or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rent payment date by notice given in accordance with Paragraph 16 below. Rent shall increase annually at the rate of three percent (3%) and shall increase annually during the Initial Term and shall increase annually during any Renewal Terms. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of an Internal Revenue Service Form W-9, or equivalent; (ii) completed and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE.

Lessor Initials



Lessee Initials



3. ACCESS. - LESSOR grants to LESSEE the non-exclusive right of ingress and egress from a public right-of-way seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's Equipment and for temporary parking of maintenance and construction vehicles ("Access"). LESSEE shall adhere to the reasonable security requirements of the LESSOR for said Access.

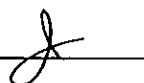
4. UTILITIES. - LESSOR shall, at all times during the Term, provide electrical service within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event that the LESSEE is not able to obtain a separate electric meter for LESSEE's power usage, the LESSEE shall install an electrical sub-meter and shall reimburse the LESSOR monthly in arrears for the increase in electric usage attributable to LESSEE's Equipment. In the event that LESSEE requires land line base telecommunications or CCTV service, the LESSOR shall permit the LESSEE to run the necessary lines and termination equipment subject to the location approvals of the LESSOR which shall not be unreasonably withheld.

5. EXTENSIONS. - This Agreement shall be extended for one (1) additional five (5) year term with approval by the Governor and Council. The initial term and all extensions shall be collectively referred to herein as the "Term".

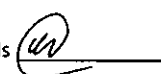
6. USE & GOVERNMENTAL APPROVALS. - LESSEE shall use the Property for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, modify its utilities, equipment, antennas and/or conduits or any portion thereof as long as the LESSEE does not exceed the permitted equipment component of two (2) Microwave Dishes and one (1) non penetrating rooftop mount as detailed on Exhibit "A" and the frequencies over which the equipment operates, during the Term. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE to use of the Property as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 16 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. SOVEREIGN IMMUNITY - This Agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign or official immunity to which the State of New Hampshire (LESSEE) and its representative and agents are lawfully entitled.

Lessor Initials



Lessee Initials



8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. INTENTIONALLY OMITTED

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

9. LIMITATION OF LIABILITY. - Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. TERMINATION. -After the Initial Term of this Agreement and Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement, provided that three (3) months prior notice is given to LESSOR, and upon termination, LESSEE shall be relieved of all obligations under this Agreement.

11. INTERFERENCE. - LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of the LESSOR or other LESSEES of the Property which existed on the Property prior to the Effective Date of this Agreement. In the event any of LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause interference with LESSEE's Equipment which is measurable in accordance with then existing industry standards. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

Lessor Initials



Lessee Initials

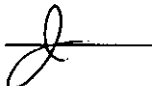



12. REMOVAL AT END OF TERM. - LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove Lessee's equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon an annual payment term, until such time as the removal of antenna structure, fixtures, and all personal property are completed.

13. RIGHTS UPON SALE. - Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

14. QUIET ENJOYMENT AND REPRESENTATIONS. - LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Property by LESSEE as set forth above.

15. ASSIGNMENT. - This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR, as long as any Assignee/Transferee or any acquiring entity agrees in writing to perform all of LESSEE's duties, obligations and rights under this Agreement, to any entity which acquires any of LESSEE's assets or to another State of New Hampshire governmental entity.

Lessor Initials 

Lessee Initials 

16. NOTICES. - All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Wall Street Tower Limited Partnership
C/O The Michaels Organization
~~3-Stow Road~~ P.O. Box 90708
~~Marlton, NJ 08053~~ Camden, NJ 08101
Attn: Lease Administration

With A Copy to: WALL STREET Tower Limited Partnership
POBox90708
Camden, NJ08101
Attn:AccountsReceivable

LESSEE: New Hampshire Department of Transportation
PO Box 483
Concord, New Hampshire 03302-0483

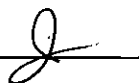
Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

17. RECORDING. - LESSOR agrees to execute a Memorandum of this Agreement which LESSEE will record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

18. DEFAULT. - In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach as provided in paragraph 16 above. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

19. REMEDIES. - INTENTIONALLY OMITTED

Lessor Initials



Lessee Initials



20. ENVIRONMENTAL.

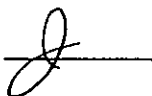
a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may terminate this Agreement with notice to LESSOR, relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

21. CASUALTY. - In the event of damage by fire or other casualty to the Property that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

Lessor Initials



Lessee Initials

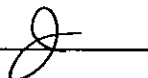


22. APPLICABLE LAWS. - During the Term, LESSOR shall maintain the Property, and all structural elements of the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits). LESSOR shall cooperate with LESSEE by signing LESSEE's applications for any permits or approvals that are required for the installation of LESSEE's Equipment.

23. MISCELLANEOUS. - This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of The State of New Hampshire.

(Signatures on Following Page)

Lessor Initials



Lessee Initials



IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: WALL STREET TOWER LIMITED PARTNERSHIP

By: [Signature]

Its: President of the Manager of the General Partner

Date: 14 November 2019

ACKNOWLEDGEMENT

State of New Jersey) ss.: County of Camden) On the 19th day of November in the year 2019, the above, John J. O'Donnell, personally appeared before me and signed this document and affirmed that said signature was their free act and deed.

[Signature]
Signature of Notary Public

CATHERINE A. FREAS
~~NOTARY PUBLIC OF NEW JERSEY~~
COMMISSION EXPIRES 6/30/2020

My Commission Expires

LESSEE: THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: [Signature]

Its: Asst. Commissioner

Date: 11/26/19

ACKNOWLEDGEMENT

State of New Hampshire) ss.: County of Merrimack) On the 21st day of November in the year 2019, the above, William Cass, personally appeared before me and signed this document and affirmed that said signature was their free act and deed.

[Signature]
Signature of Notary Public

Natasha Field NATASHA A. FIELD - Notary Public
Printed Name State of New Hampshire
My Commission Expires May 1, 2024

May 1, 2024
My Commission Expires

Lessor Initials J

Lessee Initials [Signature]

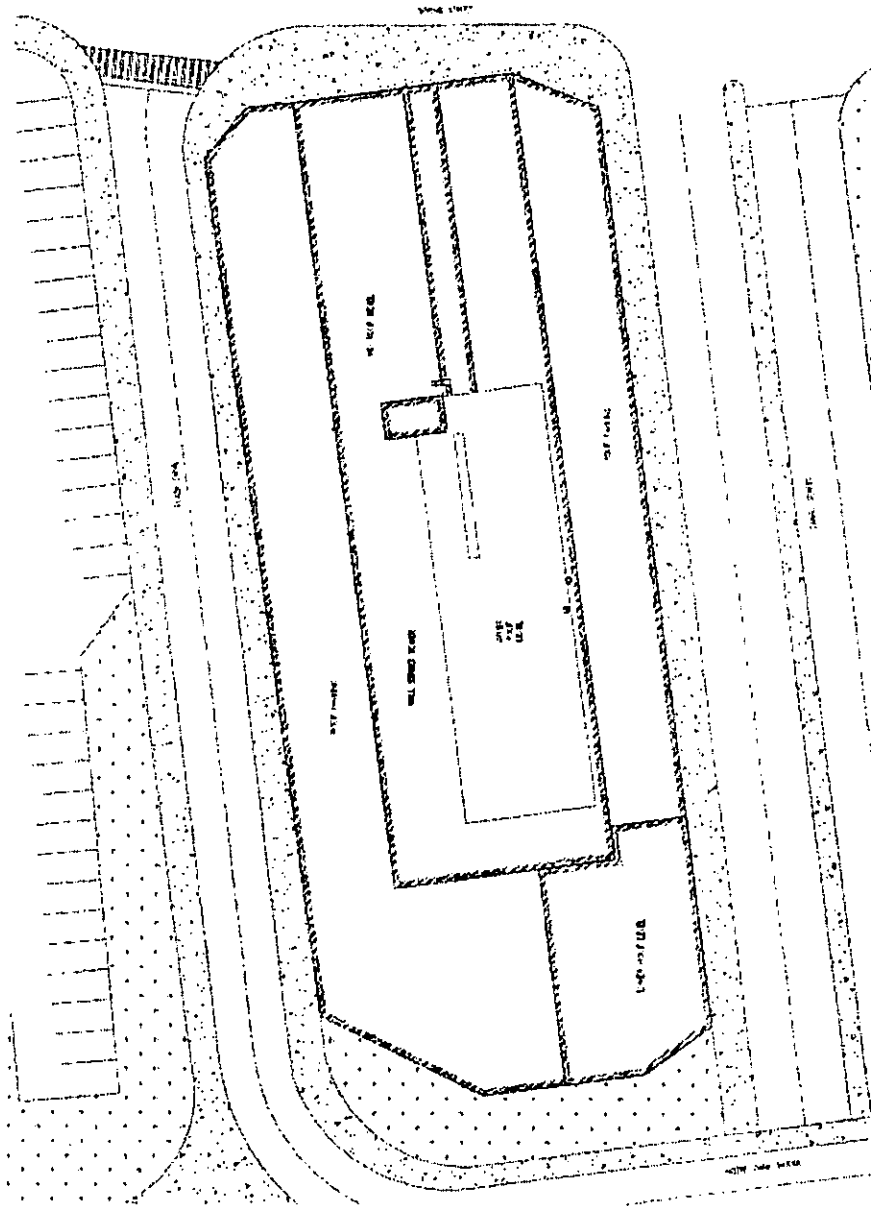
Approval by Attorney General's Office for form and execution.

Allan B Greenstein

3/26/2020

Date

"EXHIBIT A"



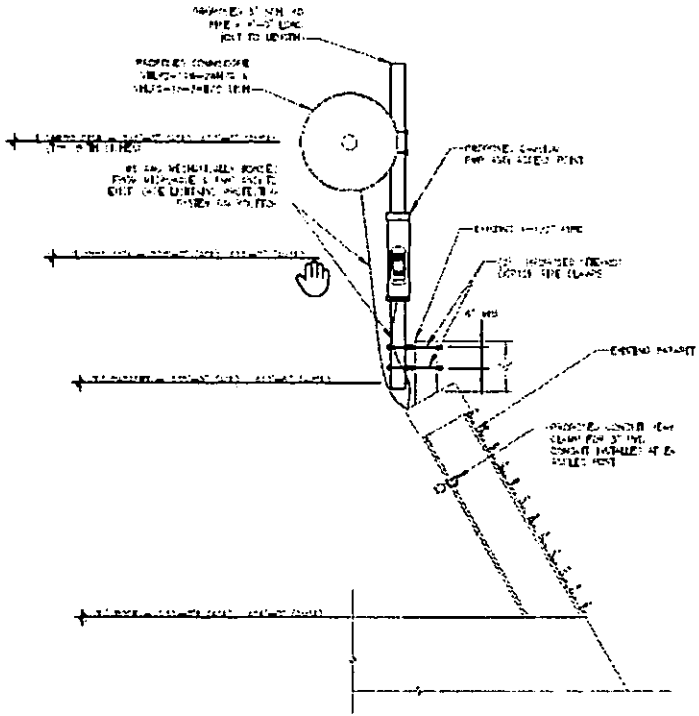
SITE PLAN
NOT TO SCALE

Lessor Initials *J*

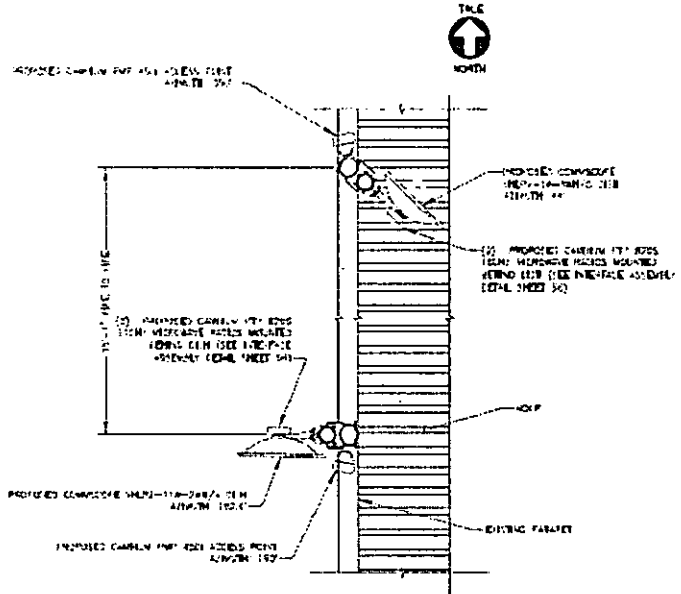
Lessee Initials *C*

Lessor Initials

11



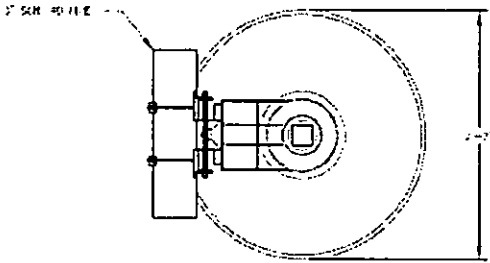
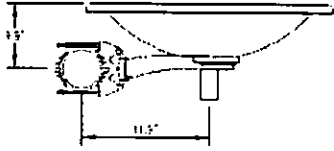
TYPICAL VHP2 DISH MOUNTING DETAIL
SCALE: NOT TO SCALE



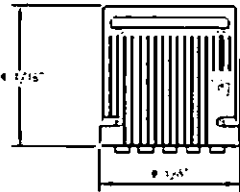
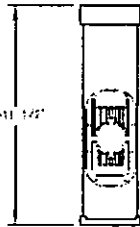
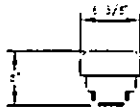
ORIENTATION DETAIL
SCALE: NOT TO SCALE

DATE: 08/19/10 BY: [illegible] CHECKED BY: [illegible] DATE: 08/19/10

Lessee Initials

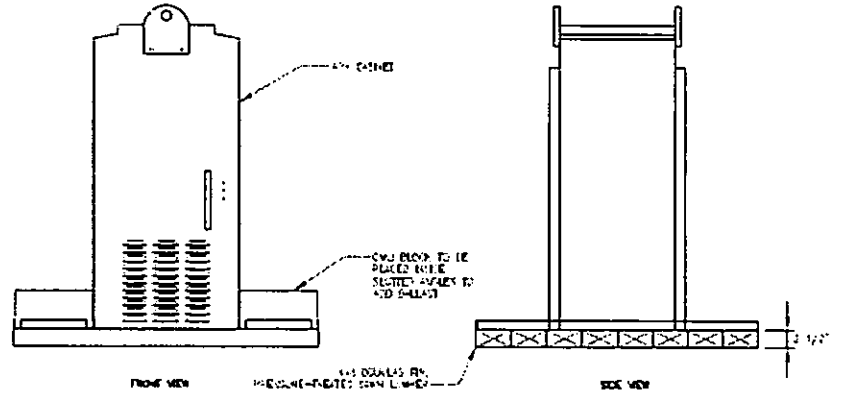
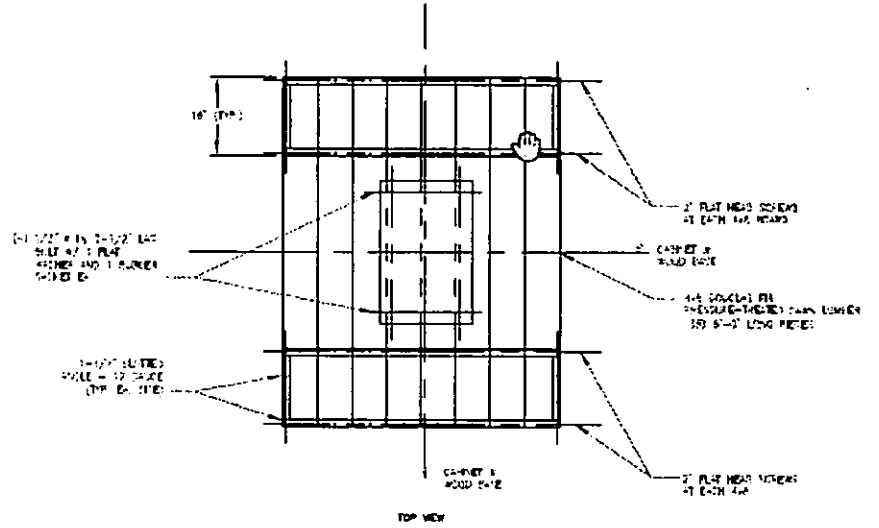


COMMSCOPE VHLP2-11W-2WH/A &
 VHLP-18-3WH/C
 ORIENTATION: 44°/182.6°
 SCALE: NOT TO SCALE



CAMBIUM PTP 820S
 MICROWAVE RADIO
 SCALE: NOT TO SCALE

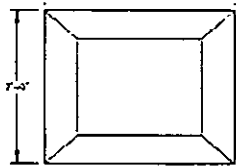
CAMBIUM PMP 450; ACCESS POINT
 ORIENTATION: 190°/350°
 SCALE: NOT TO SCALE



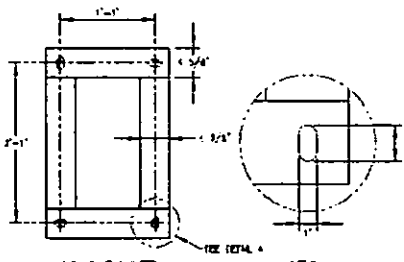
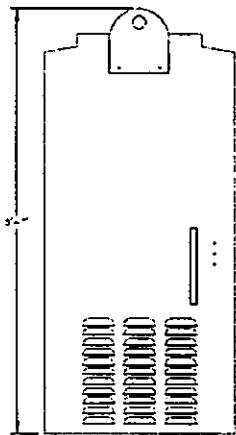
CABINET INSTALL DETAIL
 SCALE: 1\"/>

[Handwritten signature]

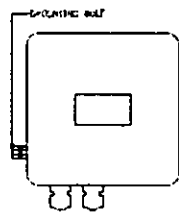
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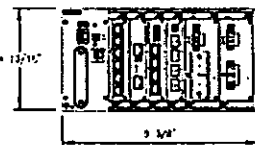
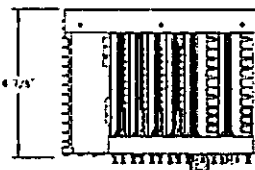
TOP VIEW



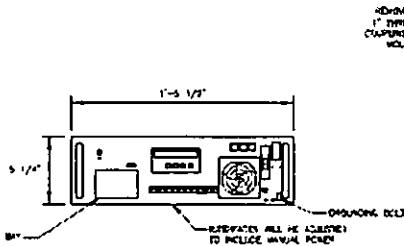
APX RM672430 CABINET
SCALE: 3/4\" = 1'-0"



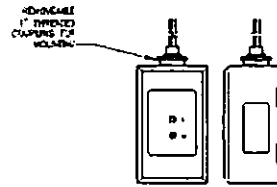
HARMONY EBAND PoE INJECTOR
SCALE: 1-1/2\" = 1'-0"



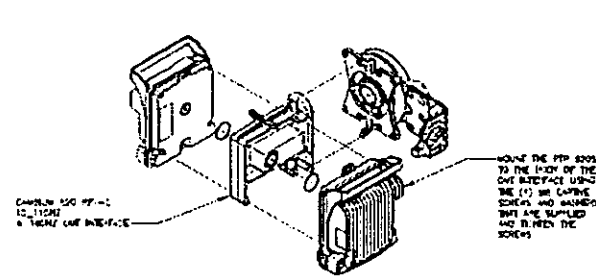
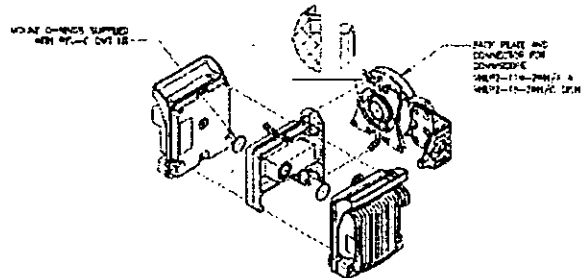
RUGGEDCOM RX1510 SWITCH
SCALE: NOT TO SCALE



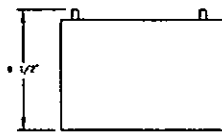
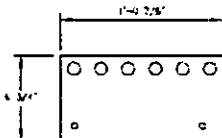
MARATHON POWER TRTC-2002-N1 TRAFFIC UPS
SCALE: 1-1/2\" = 1'-0"



TRANSIENT POWER SUPPRESSION UNIT
M/N: TR EMC-2408
SCALE: 2\" = 1'-0"



CAMBUM 820 RFU-C 10_11GHZ & 18GHZ OMT INTERFACE ASSEMBLY DETAIL
SCALE: NOT TO SCALE



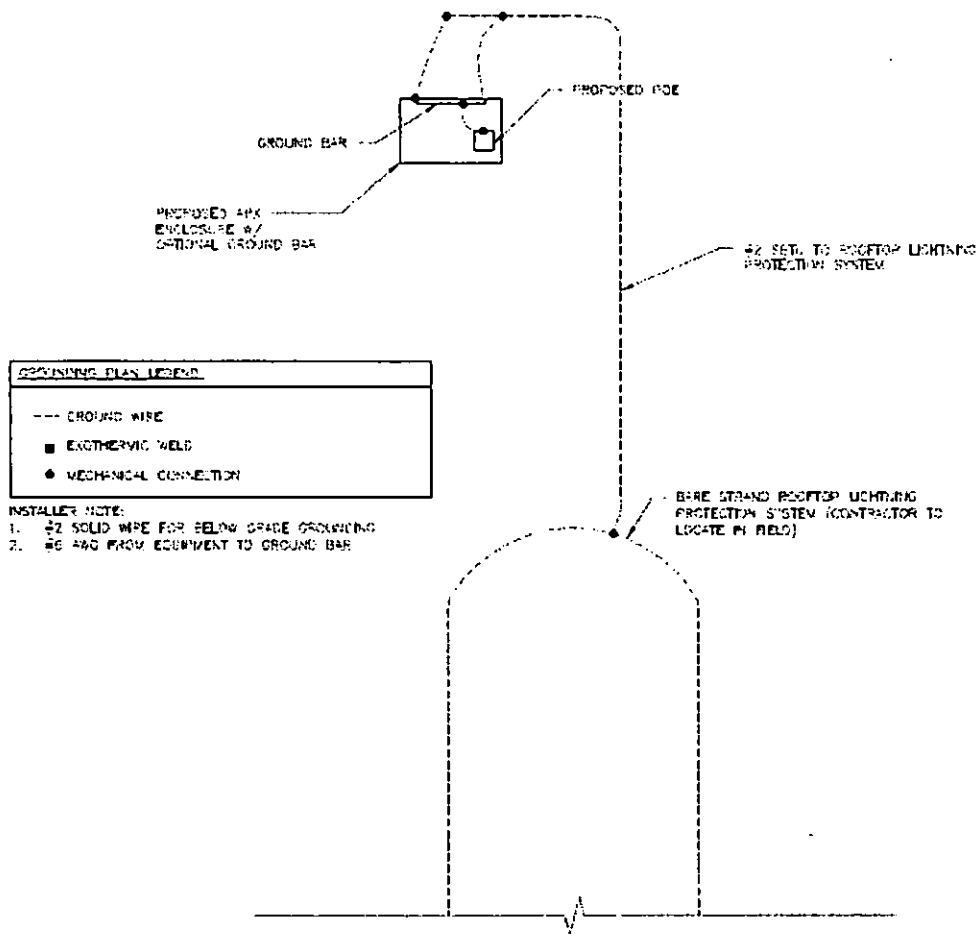
MK POWERED 31HR4000S-MK BATTERY
SCALE: 1-1/2\" = 1'-0"

Lessor Initials

[Handwritten signature]

Lessee Initials

[Handwritten signature]



INSTALLER NOTE:
 1. #2 SOLID WIRE FOR BELOW GRADE GROUNDING
 2. #6 AWG FROM EQUIPMENT TO GROUND BAR

INSTALLER NOTE:
 REFER TO ROOFTOP PLAN DRAWING FOR EXACT LOCATION OF PROPOSED APX CABINET.

EQUIPMENT CABINET GROUNDING DETAIL
 NOT TO SCALE




14 November 2019

TO WHOM IT MAY CONCERN:

Please accept this letter as confirmation that John J. O'Donnell, President of Wall Street-Michaels Corp., a New Hampshire Corporation, which is the Manager of Wall Street Tower, LLC, a New Hampshire limited liability company, which is the General Partner of Wall Street Tower Limited Partnership, a New Hampshire limited partnership, is given authorization to execute lease agreements on behalf of said partnership. This authorization is and was effective not later than April 2009, has not been revoked and is valid as of this 14th day of November, 2019, and shall continue until further notice is provided.

Thank you.


Catherine Freas, Secretary
Wall Street-Michaels Corp., Manager of
Wall Street Tower, LLC, General Partner of
Wall Street Tower, LP

Notary Public: Lori G. Ackerman

LORI G. ACKERMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 03, 2022

THE Michaels ORGANIZATION

DEVELOPMENT | MANAGEMENT | CONSTRUCTION | FINANCE

PO Box 90708, Camden, NJ 08101 | 856 596 0500 | www.TMO.com

State of New Hampshire

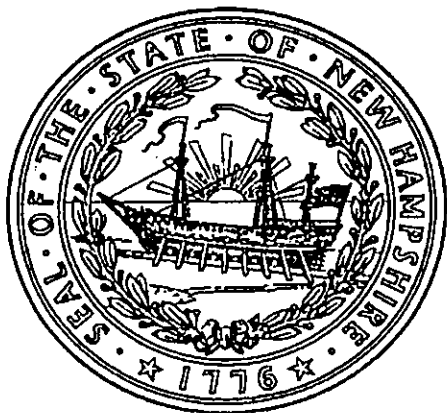
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WALL STREET TOWER LIMITED PARTNERSHIP a New Hampshire Limited Partnership formed to transact business in New Hampshire on November 09, 1984. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 55445

Certificate Number: 0004524428



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State