



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

October 27, 2020

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

REQUESTED ACTION

(1) Authorize the Department of Administrative Services (the "Department"), pursuant to RSA 4:40, to lease to New Cingular Wireless PCS, LLC, a Delaware limited liability company and subsidiary/holding company affiliate of AT&T ("AT&T"), for a term of twenty-five (25) years space on the roof of the State Public Health Laboratory building at 29 Hazen Drive in Concord for the installation, operation, and maintenance of two wireless broadband antenna arrays and space on the ground adjacent to the building for a supporting telecommunications equipment shed and a standby generator. The lease term will commence upon authorization by the Governor and Executive Council, and rent payments will commence upon the issuance of the requisite building permit by the City of Concord. Total revenues of up to approximately \$1,225,031.28 are to be realized by the State over the twenty-five-year life of the lease.

Further authorize the Department to deposit all revenues from said lease as follows, assuming a rent commencement date not later than December 1, 2020, into an account titled:

Health and Human Services Building - Agency Income
01-14-14-141510-20300000-408113

FY21	\$19,600.00	FY34	\$48,743.91
FY22	\$34,188.00	FY35	\$50,206.23
FY23	\$35,213.64	FY36	\$51,712.42
FY24	\$36,270.05	FY37	\$53,263.79
FY25	\$37,358.15	FY38	\$54,861.70
FY26	\$38,478.90	FY39	\$56,507.55
FY27	\$39,633.26	FY40	\$58,202.78
FY28	\$40,822.26	FY41	\$59,948.86
FY29	\$42,046.93	FY42	\$61,747.33
FY30	\$43,308.34	FY43	\$63,599.75
FY31	\$44,607.59	FY44	\$65,507.74
FY32	\$45,945.81	FY45	\$67,472.98
FY33	\$47,324.19	FY46	\$28,459.12

(2) Authorize the Department of Administrative Services to accept and expend rent revenue from AT&T in the amount of \$19,600 to support payments for building maintenance, contractual services such as plowing, building maintenance staff, etc. This request is contingent upon approval of requested action (1) above and shall be effective upon Governor and Council approval through June 30, 2021.

Funds are to be budgeted in Fiscal Year 2021 in the following account:

Health and Human Services Building - Agency Income 01-14-14-141510-20300000-408113

Class - Account	Description	FY21 Current Adjusted Authorized	Requested Action	Revised FY21 Adjusted Authorized
001	Transfer from other Agencies	4,873,311	0	4,873,311
008-408113	Agency Income	0	19,600	19,600
	Total Revenue	\$ 4,873,311	\$ 19,600	\$ 4,892,911
010-500100	Personal Services-Perm. Classi	426,498	5,000	431,498
018-500106	Overtime	35,545		35,545
020-500200	Current Expenses	161,225	5000	166,225
023-500291	Heat- Electricity - Water	2,230,702		2,230,702
030-500300	Equipment New/Replacement	25,726		25,726
039 -500188	Telecommunications	9,294		9,294
047-500240	Own Forces Maint.-Build.-Grnds	19,122		19,122
048-500226	Contractual Maint.-Build-Grnds	634,647	5,600	640,247
060-500601	Benefits	246,977		246,977
070-500704	In-State Travel Reimbursement	1,295		1,295
103-500740	Contracts for Op Services	103,394	4,000	107,394
200-509200	Building Use Allowances	978,886		978,886
	Total Expenses	\$4,873,311	\$19,600	\$4,892,911

EXPLANATION

AT&T approached the State in 2018 about locating mobile broadband antennas on the roof of 29 Hazen Drive. The proposed lease is for an initial term of twenty-five (25) years with no options to extend. Although the antennas will be available for preemptive use by public safety agencies and personnel during a disaster or other public safety emergency as part of AT&T's FirstNet network, most of the time the proposed antennas will be operated as part of AT&T's commercial wireless broadband network. Therefore, the proposed lease will generate market rent revenues for the State. The proposed rent will be two thousand eight hundred dollars (\$2,800) per month for the first year, with annual increases of three percent (3%) to be applied each year thereafter. This proposed rent is based in part on an independent leasehold valuation of the proposed antenna site conducted in 2019 and an informal review of the rents charged under certain other nearby mobile broadband antenna site leases. AT&T also will be responsible for the cost of all electric and telecommunications utility service to be provided to the leased premises and for the payment of any real or personal property taxes, fees, and assessments attributable to the proposed communications facility or to AT&T's use and occupancy of the leased premises.

pursuant to RSA 72:23, I. FirstNet is a federal government program that has entered into a "public-private partnership" with AT&T to build out and exclusively operate a nationwide public safety wireless broadband network for a term of twenty-five (25) years.

In fiscal year 2021 the rent revenue will be used as follows:
Funds are being budgeted in Class 010 – Personal Services for building maintenance staff salaries.

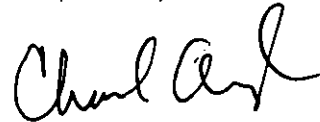
Funds are being budgeted in Class 020 - Current Expenses for building supplies.

Funds are being budgeted in Class 048 - Contractual Maint.-Build-Grounds for building maintenance and janitorial services.

Funds are being budgeted in Class 103 - Contracts for Operational Services for contractual services such as snow removal.

Based on the foregoing, I respectfully recommend authorization of the proposed lease in accordance with the terms of the Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus".

Charles M. Arlinghaus
Commissioner



MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

October 7, 2020

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street, Room 120
Concord, New Hampshire 03301

Dear Commissioner Arlinghaus,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on October 7, 2020, approved the request of the Department of Administrative Services, to lease to New Cingular Wireless PCS, LLC, a subsidiary/holding company affiliate of AT&T, for a term of 25 years and initial rent of \$2,800 per month with an annual 3% escalator, space on the roof of the State Public Health Laboratory building at 29 Hazen Drive in Concord for the installation, operation, and maintenance of two wireless broadband antenna arrays and space on the ground adjacent to the building for a supporting telecommunications equipment shed and a standby generator, subject to the conditions as specified in the request dated September 3, 2020.

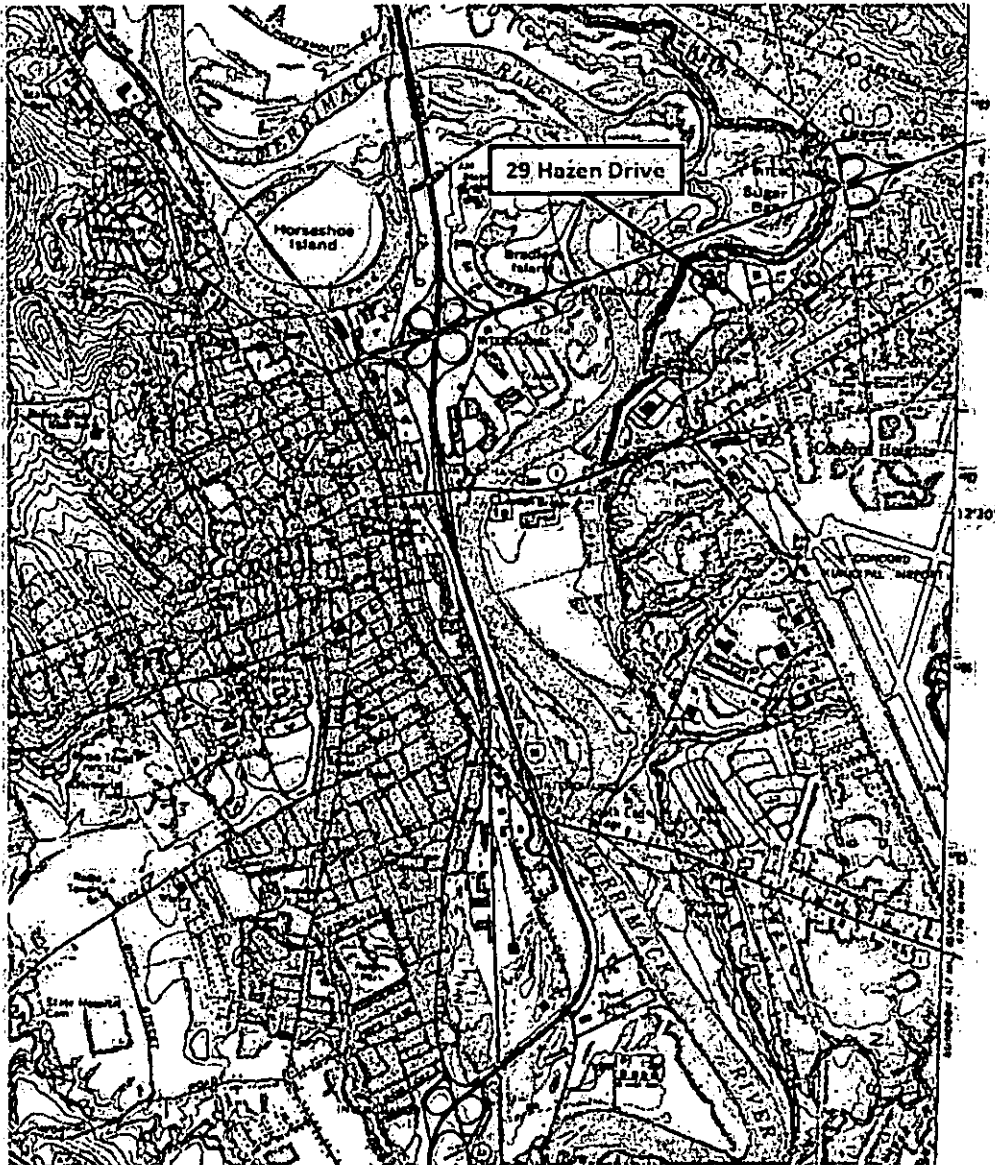
Sincerely,

/s/ Michael W. Kane

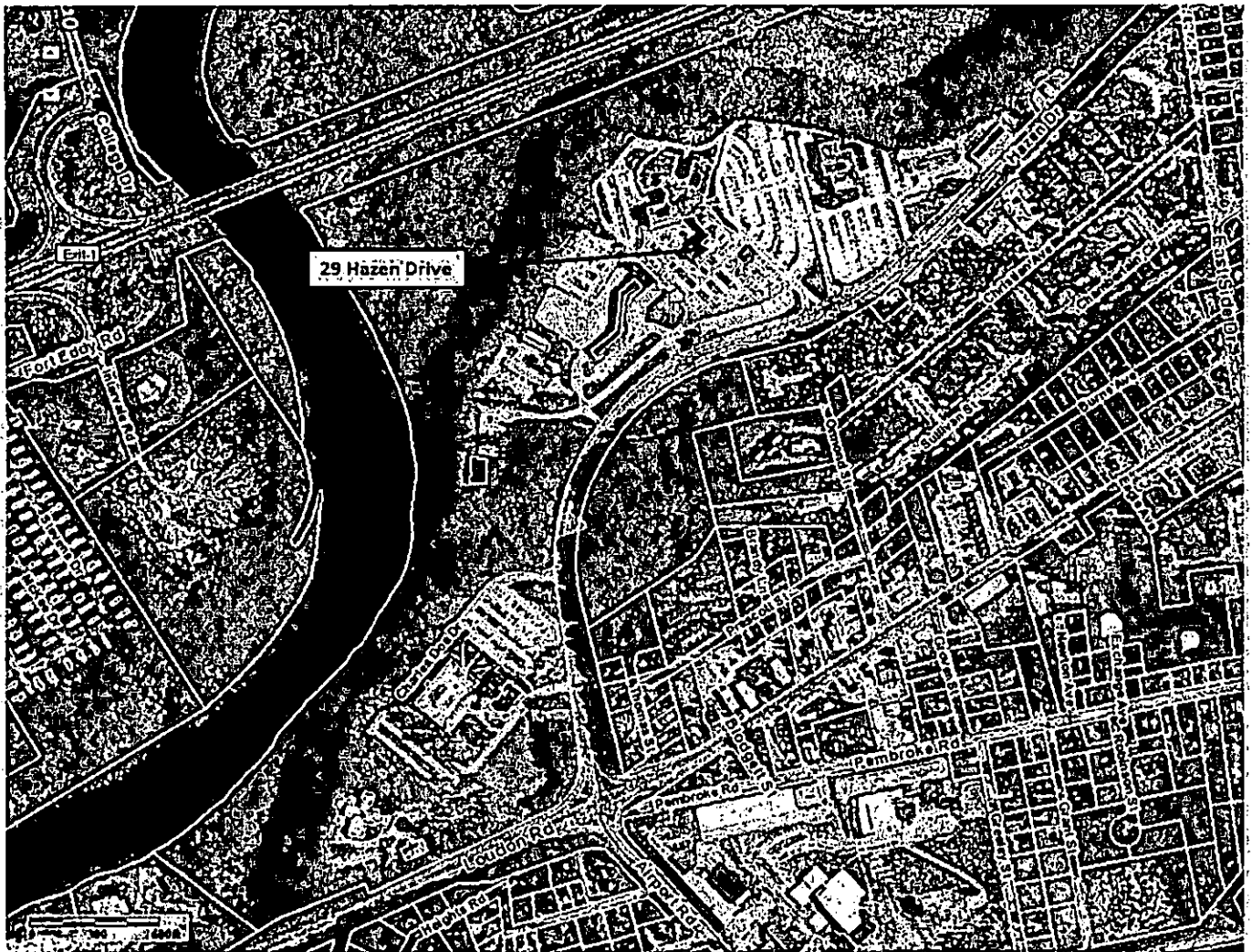
Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

Cc: Jared Nylund, Real Property Asset Manager



USGS Concord Quad
Location of Building at
29 Hazen Drive
Concord, NH



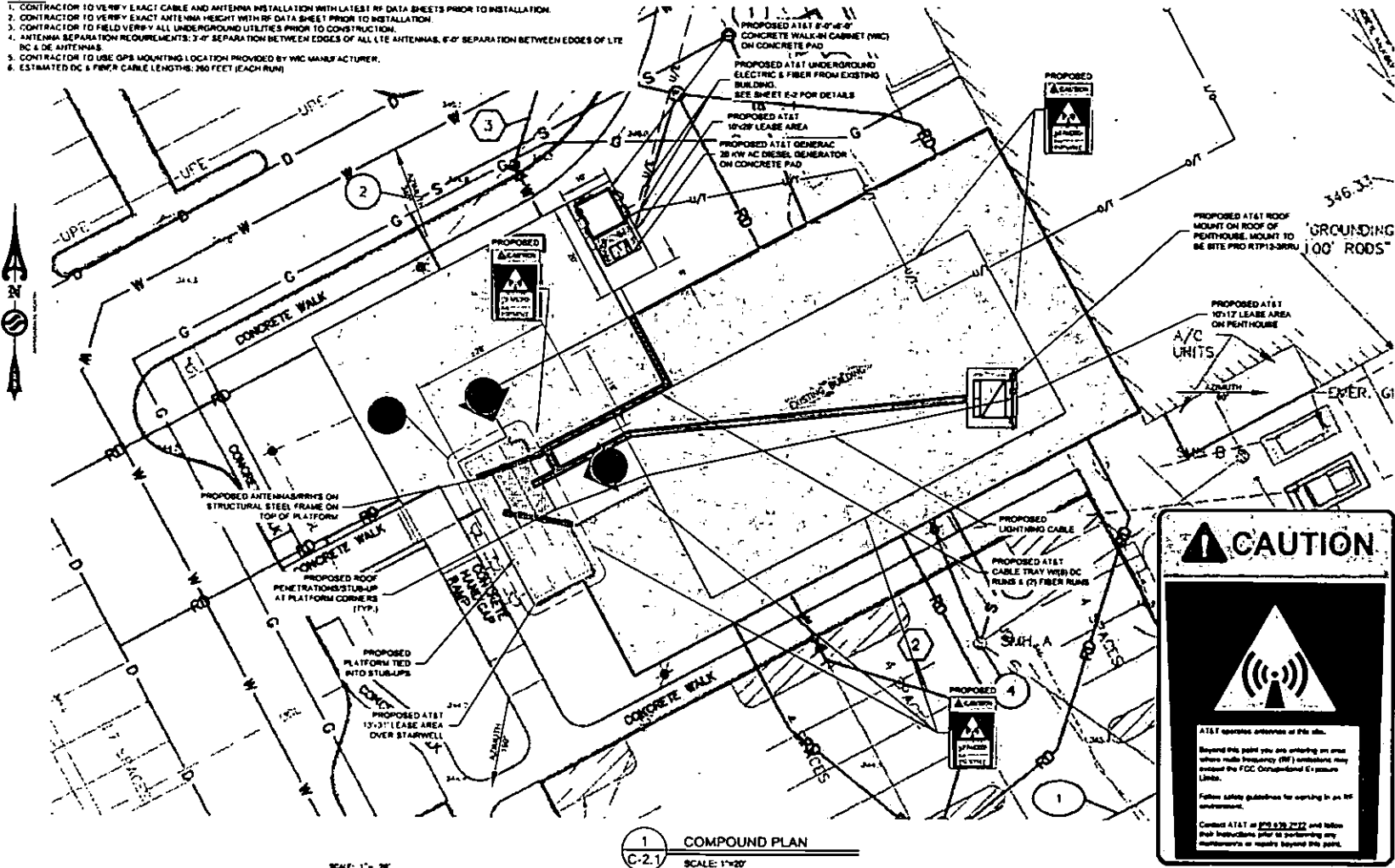
Aerial View Showing Tax Parcel Boundaries
29 Hazen Drive
Concord, NH

PLAN OF REFERENCE:

1. NONE

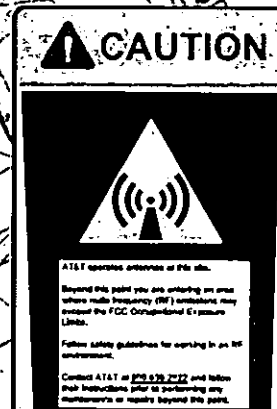
NOTES:

1. CONTRACTOR TO VERIFY EXACT CABLE AND ANTENNA INSTALLATION WITH LATEST RF DATA SHEETS PRIOR TO INSTALLATION.
2. CONTRACTOR TO VERIFY EXACT ANTENNA HEIGHT WITH RF DATA SHEET PRIOR TO INSTALLATION.
3. CONTRACTOR TO FIELD VERIFY ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4. ANTENNA SEPARATION REQUIREMENTS: 3' 0" SEPARATION BETWEEN EDGES OF ALL LTE ANTENNAS, 6' 0" SEPARATION BETWEEN EDGES OF LTE BC & DE ANTENNAS.
5. CONTRACTOR TO USE GPS MOUNTING LOCATION PROVIDED BY WNC MANUFACTURER.
6. ESTIMATED DC & FIBER CABLE LENGTHS: 260 FEET (EACH RUN)



1 COMPOUND PLAN
C-2.1 SCALE: 1"=20'

- NOTES:
1. COMPOUND LAYOUT OBSERVED BY SFC ENGINEERING PARTNERSHIP, INC. ON AUGUST 16, 2016.
 2. CRITICAL DIMENSIONS WERE VERIFIED BY TAPE MEASURE



2 AT&T "CAUTION 2" SIGN
C-2.1 SCALE: N.T.S.



550 COCHITUATE ROAD
SUITES 13 & 14
FRAMMINGHAM, MA 01701



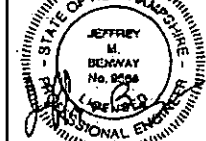
SFC
ENGINEERING
183 ROCKINGHAM ROAD
UNIT 3 EAST
WINDHAM, NH 03087
(603) 847-8700
www.sfceng.com

No.	Date	Revision	By
4	5/14/20	UPDATED NOTES	CWA
3	4/29/20	PROPOSED CABLE & TIE	WAP
2	3/26/20	ADD FIBER ROUTING	JMS
1	12/23/19	UPDATED ELECTRICAL	WAP
1	12/19/19	SUBMITTED FOR REVIEW	JMS

DESIGNED BY: JMS DATE: 10/16

DRAWN BY: WAP SCALE: 1"=20'

CHECKED BY: JMS PROJECT: HQ-0000-10



PROJECT TITLE

CONCORD
HAZEN DRIVE
SITE NUMBER:
NH2200S

29 HAZEN DRIVE
CONCORD, NH

SHEET TITLE

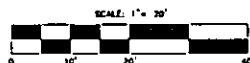
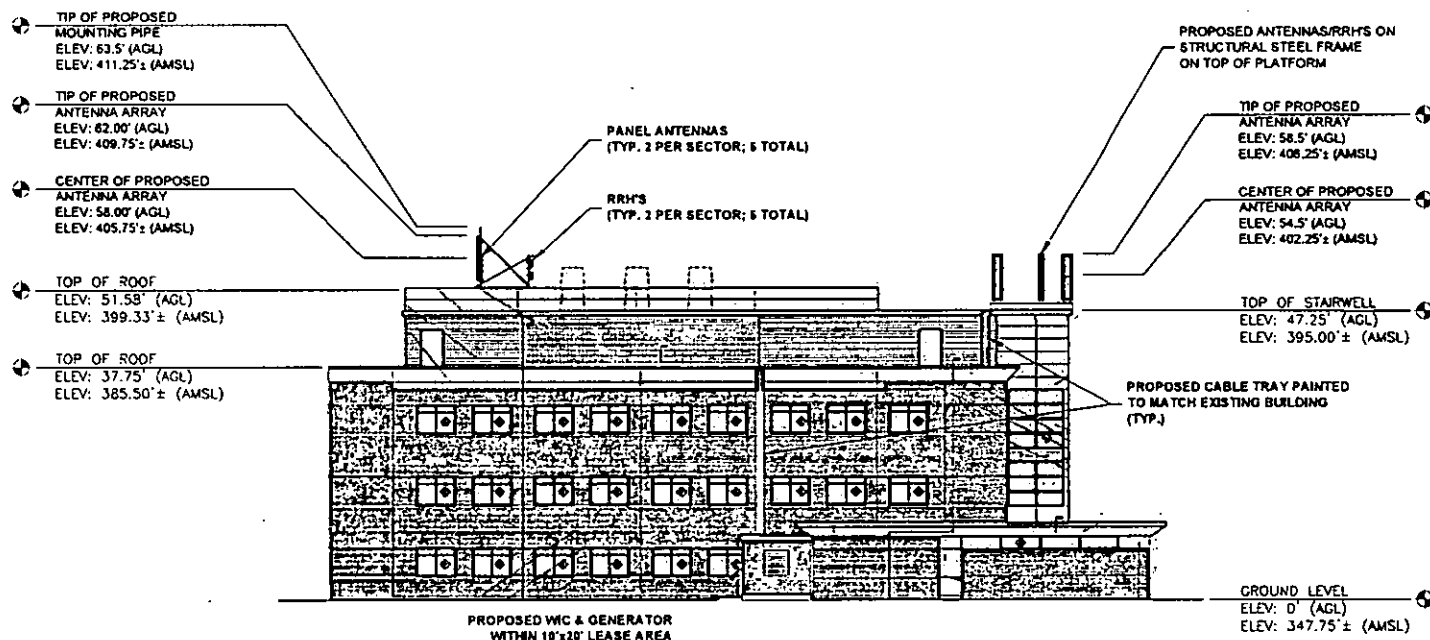
SITE PLAN

SHEET NUMBER

C-2.1

NOTES:

1. CONTRACTOR TO VERIFY EXACT CABLE AND ANTENNA INSTALLATION WITH LATEST RF DATA SHEETS PRIOR TO INSTALLATION.
2. CONTRACTOR TO VERIFY EXACT ANTENNA HEIGHT WITH RF DATA SHEET PRIOR TO INSTALLATION.
3. CONTRACTOR TO FIELD VERIFY ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4. ANTENNA SEPARATION REQUIREMENTS: 3'-0" SEPARATION BETWEEN EDGES OF ALL LTE ANTENNAS, 6'-0" SEPARATION BETWEEN EDGES OF LTE BG & DE ANTENNAS.
5. CONTRACTOR TO USE GPS MOUNTING LOCATION PROVIDED BY WMC MANUFACTURER.
6. ESTIMATED DC & FIBER CABLE LENGTHS: 260 FEET (EACH RUN)



1 BUILDING ELEVATION
C-2.2 SCALE: 1"=30'

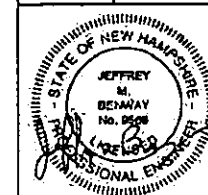


550 COCHITUATE ROAD
SUITES 13 & 14
FRAMINGHAM, MA 01701

SAI
12 INDUSTRIAL WAY
SALEM, NH 03078

SFC
ENGINEERING
183 ROCKINGHAM ROAD
UNIT 3 EAST
WINDHAM, NH 03087
(603) 647-8700
www.sfceng.com

No.	Date	Revised	By
1	5/1/20	UPDATED NOTES	CRN
2	6/2/20	UPDATED	JAP
3	9/2/20	SUBMITTED FOR REVIEW	JAP
DESIGNED BY	JAP	DATE	10/19/19
DRAWN BY	JAP	SCALE	1"=30'
CHECKED BY	JAP	PROJECT NO	190618



PROJECT TITLE

CONCORD
HAZEN DRIVE
SITE NUMBER:
NH2200S

28 HAZEN DRIVE
CONCORD, NH

SHEET TITLE

SITE ELEVATION

SHEET NUMBER

C-2.2

002200_111001220000_00_1000

State of New Hampshire

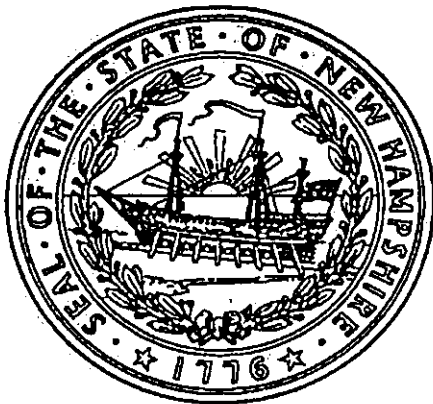
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW CINGULAR WIRELESS PCS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 23, 1999. 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, and the attached is a true copy of the list of documents on file in this office.

Business ID: 332453

Certificate Number: 0004965796



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of July A.D. 2020.

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

William M. Gardner
Secretary of State

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEW CINGULAR WIRELESS PCS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF JULY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEW CINGULAR WIRELESS PCS, LLC" WAS FORMED ON THE TWENTIETH DAY OF OCTOBER, A.D. 1994.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



2445544 8300

SR# 20206417525

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203351014

Date: 07-27-20



NEW CINGULAR WIRELESS PCS, LLC

ASSISTANT SECRETARY'S CERTIFICATE

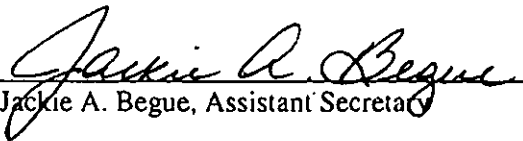
I, Jackie A. Begue, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. The Schedule of Authorizations for Affiliates of AT&T Inc. (the "Schedule") has been duly adopted by the Company, and said Schedule remains in full force and effect on the date hereof.
2. Section 5.1 of the Company's Limited Liability Company Operating Agreement as amended on August 29, 2007 designates AT&T Mobility Corporation as the Manager (the "Manager") of the Company, and AT&T Mobility Corporation remains the Manager of the Company on the date hereof.
3. The Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.
4. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."

5. Brian Leyden, Area Manager Construction & Engineering, is authorized and empowered under the Schedule and by the Manager of the Company to execute and deliver, in the name of and on behalf of the Company, any and all documents regarding that certain Structure Lease Agreement by and between the State of New Hampshire, by and through its Department of Administrative Services; Cell Site Number: NH2200; Cell Site Name: RTE 9/Hazen Dr.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 9th day of October 2020.


Jackie A. Begue, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2020

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 Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com		CONTACT NAME: US Centralized Services PHONE (A/C No. Ext): 866-966-4664 E-MAIL ADDRESS: All.CertRequest@marsh.com FAX (A/C No.):	
CN103150778-GA-CRT-20-21 Y N SB368E Y		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202		INSURER A: Old Republic Insurance Company 24147	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

CHI-009569157-01

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSUR	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWZY 31363620	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> 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		MWTB 31363520 MWZX 31363720 (NJ)	06/01/2020 06/01/2020	06/01/2021 06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rte. 29 Hazen Drive, in the City of Concord, in the County of Merrimack, State of New Hampshire.

State of New Hampshire, its officers, agents, and employees is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Waiver of Subrogation is provided for General Liability and Automobile Liability, as required by written contract and allowable by law. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
by and through its Department of Administrative Services
Attn: Office of the Commissioner
25 Capitol Street
Concord, NH 03329

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
of Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN103150778

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.	NAMED INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Automobile Liability - MWZX 31363720 (M)
Combined Single Limit - \$1,000,000
Self Insured Retention - \$1,000,000

General Liability contains a Cross Liability/Severability of Interest Clause but only to the extent dictated by policy terms, exclusions, and conditions.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as required by Written Contract or Agreement or Any Persons or Organization to whom you have agreed to provide insurance in the absence of a written contract or agreement, and to whom you have issued a Certificate of Insurance.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

With respect to COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

- 1. You;**
- 2. an "employee" of yours; or**
- 3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".**

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

All persons or organizations as required by written contract or agreement.

Address:

The addresses as specified in the written contracts or agreements.

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED WHERE REQUIRED
UNDER CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2. of SECTION II - WHO IS AN INSURED is amended to include any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Where required by contract, we will consider our policy to be primary under any other insurance maintained by the additional insured for injury or damage covered by this endorsement and that their policy will be noncontributing with this insurance.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

All persons or organizations as required by written contract or agreement.

Address:

The addresses as specified in the written contracts or agreements.

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2020

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
Arthur J. Gallagher Risk Management Services, Inc.
4000 Midlantic Dr, Suite 200
Mt. Laurel NJ 08054

CONTACT
NAME: Daisy Braun
PHONE (A/C No. Ext): 856-675-1334 FAX (A/C No): 856-482-1888
E-MAIL ADDRESS: CherryHill.BSD.CertM@AJG.com

INSURED
Empire Telecom USA, LLC
1150 First Avenue, Suite 600
King of Prussia, PA 19406

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: First Liberty Insurance Corporation	33588
INSURER C: AXIS Insurance Company	37273
INSURER D: Navigators Insurance Company	42307
INSURER E: Liberty Insurance Underwriters Inc	19917
INSURER F: American Guarantee and Liability Ins Co	26247

COVERAGES

CERTIFICATE NUMBER: 358200256

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		TB2-631-510650-049	11/30/2019	11/30/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-631-510650-039	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
COM	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000073672-02 NY19EXC203HAGIV 1000324565-02 AEC 8761755-01	11/30/2019 11/30/2019 11/30/2019 11/30/2019	11/30/2020 11/30/2020 11/30/2020 11/30/2020	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$
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	N/A	WC6-631-510650-019	11/30/2019	11/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

Cyber Liability (Primary)
Policy #113019HUD
Policy Period: 11/30/2019 - 11/30/2020
Carrier: Hudson Excess Insurance Company
Limit: \$10,000,000

Cyber Liability (Excess)
Policy # ESI005300369
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
25 Capital St.
Concord NH 03301

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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Empire Telecom USA, LLC 1150 First Avenue, Suite 600 King of Prussia, PA 19406	
POLICY NUMBER 		EFFECTIVE DATE: 	
CARRIER 	NAIC CODE 		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy Period: 11/30/2019 - 11/30/2020
 Carrier: Certain Underwriter at Lloyds
 Limit: \$10MM x \$10MM

Property Policy
 Policy # 13UUMBK0148
 Policy Period: 11/30/19 - 11/30/20
 Carrier: Hartford Fire Insurance Company
 Leased/Rented Equipment:
 Limit: \$1,500,000
 Deductible: \$5,000
 BPP Limit/Deductible: \$8,265,000/\$5,000

Professional Liab/E&O/Pollution
 Policy # 0311-0596
 Policy Period: 11/30/2019 - 11/30/2020
 Carrier: Allied World Assurance Company, Ltd.
 Occurrence/Aggregate: \$5MM/10MM

Hartford Fire Insurance Company
 Inland Marine Policy
 Eff Date: 11/30/19 - Exp Date: 11/30/20
 Policy # 13UUMBK0148
 Installation Operations - LIMIT: \$5,000,000/ DEDUCTIBLE: \$5,000
 In Transit - LIMIT: \$1,000,000/ DEDUCTIBLE: \$5,000
 In Temporary Storage - LIMIT: \$15,000,000/ DEDUCTIBLE: \$5,000

RE: Maintenance

State of New Hampshire is named as Additional Insured with respect to the above General Liability policy, if required by a written contract executed prior to services performed.

Howe, Dawn

From: Nylund, Jared j
Sent: Tuesday, November 3, 2020 2:50 PM
To: Howe, Dawn
Cc: Lunetta, Gary
Subject: Fw: New Cingular Wireless PCS, LLC compliance with RSA Chapter 281-A

Hi Dawn,

As we just discussed over the phone, please print the email from Brian Leyden below and include it in the G&C request package right after the New Cingular Wireless PCS, LLC certificate of insurance.

Thanks!

Jared

Jared J. Nylund
Real Property Asset Manager
New Hampshire Department of Administrative Services
(603) 271-7644
jared.nylund@das.nh.gov

From: LEYDEN, BRIAN <bl5326@att.com>
Sent: Tuesday, November 3, 2020 2:26 PM
To: Nylund, Jared j
Cc: Rakhmatova, Takhmina; Lunetta, Gary; SLADE, JEFFREY M (Legal)
Subject: New Cingular Wireless PCS, LLC compliance with RSA Chapter 281-A

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Dear Mr. Nylund:

RE: AT&T Lease with the State of New Hampshire at 29 Hazen Drive, Concord, NH for a wireless installation

Please accept this as written confirmation that New Cingular Wireless PCS, LLC has no employees.

Sincerely,
Brian Leyden

Brian Leyden
AT&T Mobility
Area Manager Construction & Engineering
Mobile 860-830-7194
bl5326@att.com

Market: New England / North East
Cell Site Number: NH2200
Cell Site Name: RTE 9/HAZEN DR.
Search Ring Name: NH2200
Fixed Asset Number: 10579831

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT (this "**Agreement**"), dated as of _____, 2020, is entered into by the State of New Hampshire, by and through its Department of Administrative Services, having a mailing address of Office of the Commissioner, 25 Capitol Street, Concord, NH 03229 ("**Landlord**"), pursuant to New Hampshire RSA 4:40, as authorized by the Governor and Executive Council of the State of New Hampshire on _____, 2020 (the "**Effective Date**") at Agenda Item # _____, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE – 3rd Floor Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns that parcel of land, as described on **Exhibit 1**, improved with an office building (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 29 Hazen Drive, in the City of Concord, in the County of Merrimack, State of New Hampshire (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) approximately 200 square feet including reasonable air space above such ground space, as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility Equipment Room;

(b) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (a) and (b) is the "**Equipment Space**");

(c) those certain spaces on the Structure, as generally depicted on **Exhibit 1**, one measuring thirty-one (31) contiguous linear feet wide and thirteen (13) contiguous linear feet deep and the other measuring twelve (12) contiguous linear feet wide and ten (10) contiguous linear feet deep, including reasonable air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**") with ballast mounts; and

(d) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electrical power and telecommunications service sources for the Structure (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections, lines, wires, poles, cables, conduits, or pipes between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electrical power and telecommunications service sources for the Structure, and any other improvements. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "**Premises**."

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and any other items necessary to the successful use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation, subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated

application at no additional cost to Landlord (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, then Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility, provided that Tenant agrees to use only such areas as Landlord reasonably determines will not unduly interfere with Landlord's normal government business operations on the Property. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the designated Structure power connection point to the equipment shelter or cabinet and communication lines from the designated telecommunications service connection point for the Structure to the equipment shelter or cabinet, to install and operate a generator within the Premises, and to make other improvements, alterations, upgrades or additions to the Premises appropriate for Tenant's Permitted Use, including the right to install warning signs to make individuals aware of risks, install any other control measures within the Premises reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense; provided, however, that without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, no additional structures shall be erected and no additional modifications, alterations, or additions to the Structure, itself, shall be made except as listed or shown on Exhibit 1. Tenant has the right, at no additional cost to Landlord, to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, provided that any proposed expansion of the Communications Facility (including, for example, increasing the number of antennas or adding microwave dishes) shall be subject to Landlord's prior written consent and conditions. Tenant will be allowed to make such alterations to the Premises as may be necessary to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Landlord reserves the right to increase Rent upon installation of additional equipment which increases the loading on the Structure or upon enlargement of the Premises, subject to an amendment between the parties.

3. TERM.

(a) The initial lease term will be twenty-five (25) years (the "**Term**"), commencing on the Effective Date. The Term will terminate on the twenty-fifth (25th) anniversary of the Effective Date.

(b) If Tenant notifies Landlord in writing of Tenant's intention to terminate this Agreement at least sixty (60) days prior to the fifth (5th), tenth (10th), fifteenth (15th), or twentieth (20th) anniversary of the Effective Date, then this Agreement shall be terminated as of the corresponding anniversary date without penalty or further liability.

4. RENT.

(a) Commencing on the date upon which a building permit, required for Tenant's Permitted Use, is issued by the City of Concord (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00) (the "**Rent**"), by check made payable to "Treasurer, State of New Hampshire," at the address set forth above. Upon further agreement of the parties, Tenant may pay rent by electronic funds transfer. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon each anniversary of the Effective Date, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) Except as otherwise provided in this Agreement, all charges payable under this Agreement such as utilities and certain taxes shall be billed by Landlord within two (2) years from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant, unless and to the extent that such charges are for reimbursement of expenses that were initially unknown or misidentified due to faulty or failed metering or monitoring equipment installed by Tenant. The foregoing shall apply neither to monthly Rent nor to any holdover charges accruing pursuant to Section 13

hereof, both of which are due and payable without a requirement that they be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably cooperate with Tenant in making such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Tenant, at its sole cost and expense, shall return the Property to its previous condition following the completion of any such investigations or testing on the Property.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, through no fault of Tenant, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant;

(e) by Tenant upon six (6) months' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty; or

(f) In the event that the Federal Communications Commission makes a determination which is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals concluding that Tenant's use as set forth in this Agreement presents a material risk to the public health or safety, Tenant may comply with such determination or terminate this Agreement upon eighteen (18) months written notice to Landlord.

7. INSURANCE. During the Term, Tenant will purchase and maintain in full force and effect, and shall require any contractor or subcontractor entering the Property to purchase and maintain in full force and effect, the following types of insurance with coverage limits as shown in this Agreement.

(a) Tenant shall obtain, pay for, and maintain throughout the Term a Commercial General Liability policy, including Contractual Liability, and an Automobile Liability policy, which shall protect it and Landlord from claims for injuries and damages. Tenant also must demonstrate compliance with, or suitable exemption from, all applicable workers' compensation statutes, regulations, or rules, including New Hampshire RSA Chapter 281-A. The Commercial General Liability and Automobile Liability policies shall include the State of New Hampshire, its officers, agents, and employees as additional insureds under the policies in the following amounts:

(b) Commercial general liability insurance written per ISO form CG 00 01 or its equivalent, in an amount of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate for personal injuries, including accidental death, to any one person, and for property damage; and

(c) Automobile liability insurance covering all owned and non-owned vehicles with a combined single limit of Five Million Dollars (\$5,000,000) per accident for personal injuries, including accidental death, to any one person and for property damage.

(d) The coverage amounts set forth above may be met by any combination of underlying/primary and umbrella/excess policies so long as in combination the limits equal those stated and that all excess policies shall cover Landlord, its officers, agents and employees as additional insureds by endorsement as respects this Agreement and said policies are primary coverage as set forth in this Agreement.

(e) Said policies shall contain a "Separation of Insureds" clause and a "Primary Coverage" clause for any loss arising from or caused, in whole or in part, by Tenant's exercise of the rights granted under this Agreement. Tenant shall provide Landlord with at least thirty (30) days advance notice in the event of any policy termination or nonrenewal of required coverage that is not replaced. To the extent allowed by law Tenant shall require the carriers of the above-required coverages to waive all rights of subrogation against Landlord, its officers, agents, and employees. Said policies shall be issued by companies eligible to do business in New Hampshire and having not less than Best's A-VII rating and shall be issued in the name of Tenant.

(f) Before execution of this Agreement, Tenant shall furnish Landlord with a "Certificate of Insurance" and an "Additional Insured Endorsement." Said documents shall include policy language evidencing the additional insured status of Landlord, its officers, agents and employees. Said documents shall be current standard ACORD forms. The ACORD form certificate, along with the required additional insured endorsement, shall include the State of New Hampshire, its officers, agents, and employees as additional insureds by endorsement as respects this Agreement under the required Commercial General Liability and Automobile Liability policies. Said certificate shall further state that the policies shall be primary to the coverage of the Landlord and neither Landlord nor any of its insurers shall be required to contribute to any loss, and that each policy contains a separation of insureds clause.

(g) Tenant shall maintain all required insurance in force at all times during the Term of this Agreement. Failure to maintain said insurance, due to expiration or cancellation, shall be cause for the Landlord to give notice to immediately terminate this Agreement. Failure to reinstate said insurance within ten (10) days of said notice shall constitute a material breach and shall be cause for the immediate termination and forfeiture of this Agreement.

(h) Landlord and Tenant each hereby waives any and all rights of recovery against the other, its officers, members, agents and employees, occurring on or arising out of the use and occupation of the Premises or the Structure to the extent that such loss or damage is covered by proceeds received from insurance required under this Agreement to be carried by the other party. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of Landlord and Tenant, and (ii) the officials, appointed and elected officers and employees of Landlord and Tenant.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant will cause any such interference to cease within forty-eight (48) hours after receipt of notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple; (ii) to the best of Landlord's knowledge, the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord, provided, however, that Tenant agrees that Landlord or any of its duly authorized agents may upon reasonable notice to Tenant inspect any or all portions of the Communication Facility located on the Premises during regular business hours; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will use reasonable efforts to provide to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest. If Landlord is unable to obtain such a subordination, non-disturbance and attornment agreement, then Landlord will reasonably cooperate with Tenant in any effort Tenant makes to secure such a document at Tenant's sole expense. Tenant shall have the right but not the obligation to obtain title insurance for the Premises, and Landlord agrees to cooperate with Tenant in any effort to obtain such title insurance. Upon each instance that Landlord and/or its representatives require access to the Premises, Landlord shall give Tenant reasonable notice of such access as soon as reasonably practicable. Landlord shall use its best efforts to

minimize any interference with and to the Communication Facility and Tenant's operations at the Premises during Landlord's access thereto. In connection with Landlord's access to the Premises, Landlord may not alter, modify, make hard connections to, power down, or otherwise adversely affect the operation of the Communication Facility without Tenant's consent.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) to the best of Landlord's knowledge, the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord agrees to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord 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 ("**Claims**"), to the extent arising from Landlord's breach of its obligations or representations under Section 11(a), or to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from Tenant's breach of its obligations or representations under Section 11(a), or to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, subject to the conditions contained herein. Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord shall have the right to request identification of any and all individuals representing Tenant who seek access to the Property under the terms of this Agreement and to deny access to the Property by certain individuals identified, if deemed necessary by Landlord. To effect the purposes of this Agreement, Landlord agrees to allow Tenant to enter the Premises as Tenant deems reasonably necessary at times approved in advance by Landlord, during normal business hours, for the purpose of installing, maintaining, upgrading, replacing, or removing the Communication Facility; provided, however, that Tenant shall not unreasonably interfere with Landlord's business operations. Before entering the Premises, Tenant shall provide Landlord three (3) days advance notice or, for emergency repairs, such prior notice as may be practical. In the event that more immediate access to the Premises or access outside of normal business

hours is reasonably required by Tenant to perform emergency maintenance or repairs, then Landlord shall use reasonable efforts to arrange for such access. To gain emergency access to the Premises, Tenant may call the Bureau of General Services at (603) 271-1110 during regular business hours or State Security at 603-271-5555 after hours or on weekends or holidays. If, in Tenant's or Landlord's opinion, installation, maintenance, upgrading, replacement, and/or removal of the Communication Facility is reasonably likely to interfere with Landlord's business operations, then Tenant shall provide Landlord with reasonable advance notice of the anticipated interference, and obtain Landlord's prior consent; provided, further, that Landlord's consent shall not be unreasonably withheld, conditioned, or delayed. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Tenant shall be solely responsible for ensuring at its own expense that such operation of a UAS within or over the Property or the Premises complies with all applicable federal, state, and local laws, ordinances, rules, and regulations and for limiting the subject of any audio or video recording to: the Communication Facility, exterior portions of the Structure or other buildings situated on the Property, and the grounds of the Property. No audio or video recordings of any persons who are not employees, agents, or contractors of Tenant shall be made on the Property. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12 within twenty-four (24) hours after receiving written notice of such failure, then such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and shall be removed by Tenant within ninety days of the end of the Term (the "**Removal Period**"). Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term or within the Removal Period. Within the Removal Period, Tenant shall remove all equipment, structures, and other materials comprising the Communication Facility, including, without limitation, any foundations to a depth of three (3) feet below grade and any structural steel, and shall repair any damage to the Property resulting from Tenant's removal activities. Tenant shall have no right to possess or occupy the Premises after the end of the Term. If any portion of the Communication Facility remains on the Property after the end of the Term, then Tenant agrees to pay a monthly holdover charge equal to one hundred thirty percent (130%) of the rent due for the last month of the Term until such time as Tenant removes such remaining portion of the Communication Facility from the Property and repairs any resulting damage to the Property. Such monthly holdover charge shall be due and payable in the same manner as Rent pursuant to Section 4 hereof. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. In the event that Landlord determines that the Property or Structure requires maintenance or capital improvements within or potentially affecting the Premises or some portion thereof, then Tenant agrees to cooperate with Landlord in determining how best to prevent any interference with the Communications Facility while accommodating the necessary maintenance or capital improvements. Any such accommodations shall be made at Landlord's sole cost and expense.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Tenant shall, at its own cost and expense, sub-meter its electrical supply from Landlord, utilizing and installing such particular

sub-meter instrumentation and equipment as will be specified by Landlord. Landlord will read the sub-meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoices to Tenant at such address and/or agent as designated by Tenant. Tenant will remit payment within thirty (30) days of receipt of the invoice. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within sixty (60) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, then Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant. Tenant agrees not to audit such records any more often than annually.

(c) Utility fee recovery by Landlord is limited as set forth in Section 4(c) hereof. If Tenant sub-meters electricity from Landlord, then Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, then Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Landlord agrees that Tenant shall be entitled, at its own cost and expense, to connect the Communication Facility to an emergency standby power generator to be installed, operated, and maintained within the Premises by Tenant for the duration of the Term and to use said generator as a temporary source of electrical power in the event of any unplanned interruption.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent or utilities if such Rent or utilities remain unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; (ii) non-payment of taxes, fees, or assessments when due as required by Section 21; or (iii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant cures such default within the applicable cure period. If Tenant requires additional time beyond the applicable cure period to cure the default, then within such cure period Tenant shall provide written notice to Landlord explaining why the default cannot be cured within such cure period and setting forth a reasonable time schedule to cure the default. Delay in curing a default beyond the applicable cure period will be excused if due to causes beyond the reasonable control of Tenant, provided that Tenant timely provides the foregoing written explanation of the need for additional time and that Tenant exercises reasonable diligence in curing the default. If Tenant remains in default beyond any applicable cure period without timely providing the foregoing written explanation of the need for additional time, or without exercising reasonable diligence in curing the default, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within forty-eight (48) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord cures such default within the applicable cure period. If Landlord requires additional time beyond the applicable cure period to cure the default, then within such cure period Landlord shall provide written notice to Tenant explaining why the default cannot be cured within such cure period and setting forth a reasonable time schedule to cure the default. Delay in curing a default beyond the applicable cure period will be excused if due to causes beyond the reasonable control of Landlord, provided that Landlord timely provides the foregoing written explanation of the need for additional time and that Landlord exercises reasonable diligence in curing the default. If Landlord remains in default beyond any applicable cure period without timely providing the foregoing written explanation

of the need for additional time, or without exercising reasonable diligence in curing the default, then Tenant will have the right to exercise any and all rights and remedies available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant shall have no right to assign this Agreement or sublease any portion of the Premises or to assign or transfer any of its rights granted herein, in whole or in part, without Landlord's prior written consent. Notwithstanding the foregoing, Tenant will have the right to assign, sell, or transfer its entire interest in the Premises under this Agreement without Landlord's consent to: (a) Tenant's affiliate, or (b) to any entity that acquires all or substantially all of the Tenant's assets in the market in which the Property is located as defined by the Federal Communications Commission. In connection with any such unilateral assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement only upon the express assumption by Tenant's successor of all of Tenant's future performance, liabilities and obligations under this Agreement and the express agreement by Tenant's successor to take the place of the Tenant as a party to this Agreement and to be bound by all of the terms and provisions hereof.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: NH2200; Cell Site Name: RTE 9 / HAZEN DR. (NH)
Fixed Asset #: 10579831
1025 Lenox Park Blvd. NE, Third Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: NH2200; Cell Site Name: RTE 9 HAZEN DR. (NH)
Fixed Asset #: 10579831
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Karen Rantamaki, Director of Plant and Property Management (or her successor)
New Hampshire Department of Administrative Services
25 Capitol Street
Concord, NH 03301

With a copy to: Agency Counsel for the Department of Administrative Services
Civil Law Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within seven (7) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within seven (7) days of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at current Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Unless otherwise exempt from these obligations, Tenant shall pay, in addition to any other payments provided hereunder, all taxes and all fees, assessments and other costs or expenses now or hereafter imposed by any government authority, directly in connection with the Communication Facility, Tenant's equipment, or Tenant's improvement and/or use of the Premises. In addition, to the extent permitted by law, Tenant shall pay that portion, if any, of the personal property taxes or other taxes directly attributable to the Communication Facility, Tenant's equipment, and any other structures or improvements added to the Premises by Tenant. Unless it is exempt from such taxation, Tenant shall pay any increase in real estate taxes levied against the Premises, the Communication Facility, Tenant's equipment, and any other structures or improvements added to the Premises by Tenant which is directly attributable to Tenant's use and occupancy of the Premises pursuant to the application of New Hampshire RSA 72:23, I, which provides for taxation of certain State of New Hampshire properties used or occupied by persons or entities other than the State of New Hampshire. If Tenant contends that it is exempt from such taxation, then Tenant will provide Landlord with documentation substantiating the exemption upon the reasonable request of Landlord.

(b) If required to by law, then Tenant shall make payment of such taxes, fees, and assessments to the State of New Hampshire or such government authority as has invoiced taxes, fees, and assessments, within thirty

(30) days of the date of invoice. Failure of Tenant to pay the duly assessed real estate and/or personal property taxes, fees, and assessments when due shall be a default.

(c) Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document, except to the extent that such cooperation constitutes a conflict of interest with its role as the state governmental taxing authority. In the event that as a result of any appeal or challenge by Tenant there is a reduction, credit, or repayment received by the Landlord of any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have standing as required by law to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided that the sale is made subject to the terms of this Agreement.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Bill of Sale or Transfer
- ii. Full contact information for new Landlord including phone number(s)

(c) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. MISCELLANEOUS.

(a) **Amendment/Waiver/Severability.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant and authorized by the Governor and Executive Council of the State of New Hampshire. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Notice of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 23(b)**. Tenant may record this Memorandum of Lease in the Merrimack County Registry of Deeds at any time during the Term, in its absolute discretion. Thereafter during the Term, upon the amendment of any material provision of this Agreement and Tenant's reasonable request, Landlord shall execute, acknowledge, and deliver to Tenant a suitably amended Memorandum of Lease, which Tenant may then record in the Merrimack County Registry of Deeds. Any such amended Memorandum of Lease also must be executed by Tenant, shall specifically reference the original and all subsequently amended Memoranda of Lease previously recorded pursuant to this section, and shall clearly state that all such previously recorded Memoranda are thereby superseded and replaced.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the State of New Hampshire, without regard to conflicts of law. Venue shall be proper in Merrimack County Superior Court, New Hampshire.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of, or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment, and delivery hereof by Landlord and Tenant and the authorization of the Governor and Executive Council of the State of New Hampshire. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even

if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) [Intentionally omitted]

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may reasonably request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

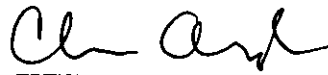
(q) **Sovereign Immunity.** This Agreement does not abridge or limit, and shall not be interpreted as abridging or limiting, the sovereign or official immunity to which Landlord and its representatives and agents are lawfully entitled.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth herein.

LANDLORD

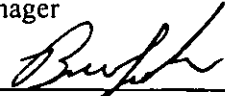
STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF ADMINISTRATIVE
SERVICES

By: 
Charles M. Arlinghaus, Commissioner
Date: 10-30-20


TENANT

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Brian Leyden
Its: Area Manager
Date: October 26, 2020

Approval by the Attorney General (Form, Substance, Execution)

 11/2/2020

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

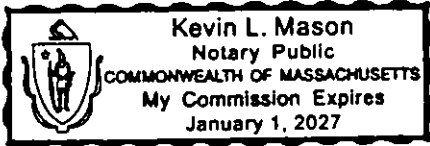
TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On the 26th day of October 2020, before me personally appeared Brian Leyden, and acknowledged under oath that he is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the foregoing Agreement, and as such was duly authorized to execute said Agreement on behalf of the Tenant for the purposes therein contained.



Kevin L. Mason
Notary Public: Kevin L. Mason
My Commission Expires: Jan. 1, 2027

LANDLORD ACKNOWLEDGMENT

STATE OF New Hampshire)

) ss:

COUNTY OF Merrimack)

On the 30th day of October, 2020 before me, personally appeared Charles M. Arlinghaus, who acknowledged under oath that he is the Commissioner of the New Hampshire Department of Administrative Services, and as such was duly authorized to execute the foregoing Agreement on behalf of the Landlord named therein for the purposes therein contained.

Dawn Howe
Notary Public: Dawn Howe
My Commission Expires: June 6, 2023

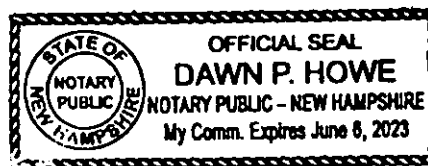


EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

The Property is described as follows:

A certain tract of land situated to the west and north of the entire length of Hazen Drive in the City of Concord and County of Merrimack in the State of New Hampshire, known as the Hazen Drive State Office Park East (City of Concord Tax Map 60, Block Z19) and bounded as follows:

To the north by the Interstate 293 limited access right of way;
To the west by the Merrimack River and land now or formerly of the City of Concord;
To the south by Loudon Road and Hazen Drive; and
To the east by East Side Drive, land now or formerly of Brian and Cynthia Barton, and land now or formerly of Dianne Dymont.

The Premises are described and/or depicted as follows:

A total of approximately 523 square feet of space on the roof of that certain State of New Hampshire government office building situated on the Property at 29 Hazen Drive, primarily consisting of two (2) separate antenna array mount areas;
Approximately 200 square feet of space on the ground immediately adjacent to the northwest side of said building;
Suitable space on the roof and northwest side of said building for the installation of conduits, wires, cables, and other necessary connections between said two (2) rooftop antenna array mount areas and said ground area; and
Suitable space in the basement of said building for the installation of conduits, wires, cables, and other necessary equipment and connections between the building electrical power source and said ground area, and between the building telecommunications service connection point and said ground area.

Notes:

1. THIS EXHIBIT INCLUDES THE ATTACHED CONSTRUCTION DRAWINGS OF THE PREMISES, TO BE REPLACED BY AS-BUILTS WHEN RECEIVED BY TENANT.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances to the best of Landlord's knowledge, except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 23(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**


This Memorandum of Lease is executed this _____ day of _____, 2020, by the State of New Hampshire, by and through its Department of Administrative Services, having a mailing address of Office of the Commissioner, 25 Capitol Street, Concord, NH 03229 ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE – 3rd Floor Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 2020, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The lease term will be twenty-five (25) years commencing on _____, 2020 (the "Effective Date"), with no options to renew or extend.
3. The premises being leased to Tenant is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is intended to satisfy the requirements of a notice of lease as set forth in New Hampshire RSA 477:7-a. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control.

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

LANDLORD:


STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF ADMINISTRATIVE
SERVICES

By: 
Charles M. Arlinghaus, Commissioner
Date: 10-30-20

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Brian Leyden
Its: Area Manager
Date: October 26, 2020

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

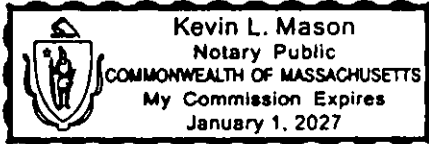
TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On the 26th day of October, 2020, before me personally appeared Brian Leyden, and acknowledged under oath that he is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant for the purposes therein contained.



Kevin L. Mason
Notary Public: Kevin L. Mason
My Commission Expires: Jan. 1, 2027

LANDLORD ACKNOWLEDGMENT

STATE OF New Hampshire
COUNTY OF Merrimack) ss:

On the 30th day of October, 2020, before me, personally appeared Charles M. Arlinghaus, who acknowledged under oath that he is the Commissioner of the New Hampshire Department of Administrative Services, and as such was duly authorized to execute the foregoing instrument on behalf of the Landlord named therein for the purposes therein contained.

Dawn Howe
Notary Public: _____
My Commission Expires: June, 2023

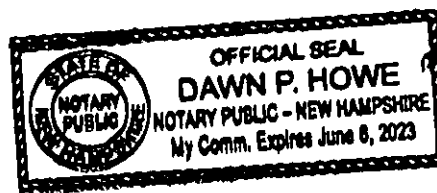


EXHIBIT 1

DESCRIPTION OF PROPERTY AND LEASED PREMISES

The Property upon which is situated the Leased Premises is described as follows:

A certain tract of land situated to the west and north of the entire length of Hazen Drive in the City of Concord and County of Merrimack in the State of New Hampshire, known as the Hazen Drive State Office Park East (City of Concord Tax Map 60, Block Z19) and bounded as follows:

To the north by the Interstate 293 limited access right of way;

To the west by the Merrimack River and land now or formerly of the City of Concord;

To the south by Loudon Road and Hazen Drive; and

To the east by East Side Drive, land now or formerly of Brian and Cynthia Barton, and land now or formerly of Dianne Dymont.

The Leased Premises are described as follows:

A total of approximately 523 square feet of space on the roof of that certain State of New Hampshire government office building situated on the Property at 29 Hazen Drive, primarily consisting of two (2) separate antenna array mount areas;

Approximately 200 square feet of space on the ground immediately adjacent to the northwest side of said building;

Suitable space on the roof and northwest side of said building for the installation of conduits, wires, cables, and other necessary connections between said two (2) rooftop antenna array mount areas and said ground area; and

Suitable space in the basement of said building for the installation of conduits, wires, cables, and other necessary equipment and connections between the building electrical power source and said ground area, and between the building telecommunications service connection point and said ground area.

W-9 FORM

[FOLLOWS ON NEXT PAGE]

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) > _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) > _____	
	4 Exemptions (codes apply only to certain entities; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Written in manner consistent with the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person >	Date >
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.