

64 DM



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

December 14, 2016

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

Retroactive

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **retroactive** twenty-one (21) month lease agreement with Independent Wireless One Leased Realty Corporation, Overland Park, Kansas to site a cellular communications tower on the smokestack located at the Governor Hugh Gallen Office Park in Concord. The agreement is retroactive effective for the period of September 1, 2015 through May 31, 2017. Revenues of \$46,371.57 will be unrestricted General Fund revenue and will be deposited in account titled:

01-14-14-1415-20420000-408113 Bureau of Facilities Assets Management,
Agency Income – Tower Lease Space

EXPLANATION

Independent Wireless One Lease Realty Corporation is a successor to Sprint Spectrum LP who has been leasing the smokestack site since December of 1996. The total amount of the rent is \$2,208.17 per month with a provision for a 2% annual increase. This agreement is retroactive because we had difficulty coming to terms with lessee. They were looking for a long term agreement, however due to the pending closure of Concord Steam, DAS was not willing to enter into any long term agreement. The future of the smokestack is uncertain and DAS would like to determine the condition and future plans for the smokestack before committing to any long term agreement. The amount of the lease is comparable to recent similar cell tower leases for other state locations throughout the State.

Respectfully submitted,
Vicki V. Quiram
Vicki V. Quiram
Commissioner

LEASE AGREEMENT
INDEPENDENT WIRELESS ONE LEASED REALTY CORPORATION
123 PLEASANT STREET
CONCORD, NEW HAMPSHIRE 03301

THIS LEASE AGREEMENT (this "Lease"), made and entered into on this 2nd day of ~~December~~ 2016, between the State of New Hampshire acting through its Department of Administrative Services (DAS), having a mailing address of 25 Capitol Street, Concord, New Hampshire 03301, and Independent Wireless One Leased Realty Corporation, a Delaware Corporation, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership ("IWO").

- a. Pursuant to a lease agreement with the STATE OF NEW HAMPSHIRE - dated December 17, 1996 and July 29, 2010 (the "Prior Lease"), IWO presently occupies space on the Existing Steam Plant Smoke Stack owned by STATE OF NEW HAMPSHIRE - DAS Located at 123 Pleasant Street in Concord, New Hampshire.
- b. The Lease expires according to its terms on August 31, 2015.
- c. The purpose of this lease is to provide for the continued possession of the STATE OF NEW HAMPSHIRE – DAS's premises at 123 Pleasant Street by IWO according to the terms and conditions set forth below.

-WITNESSETH THAT-

1. LEASED PREMISES

THE STATE OF NEW HAMPSHIRE - DAS, for and in consideration of the covenants and agreements hereinafter contained and made on the part of IWO, does hereby grant, demise and lease to IWO:

- a. certain space at the Steam Plant Smoke Stack base at 123 Pleasant Street, Concord, New Hampshire (EXHIBIT "A");
- b. also certain floor space at the fenced in area at the smoke stack base for the installation of equipment cabinets;
- c. also the right to install and maintain non-overhead electric lines and cables from the communication tower to the Smoke Stack base;
- d. together with the right as appurtenant to the described facilities and in common with the others entitled thereto, to use the roadways for the transportation of equipment and personnel in connection with the operation and maintenance of the facilities authorized herein.

The above described land and rights shall hereinafter be called the Leased Premises.

Initials: MM

Date: 12-2-2016

II. ENTRY AND USE OF LEASED PREMISES

IWO shall be permitted to enter and use the Leased Premises as a wireless communication site. IWO shall not be permitted to use the Leased Premises for any other purpose except by prior written approval of the STATE OF NEW HAMPSHIRE - DAS.

III. AUTHORIZED FACILITIES

IWO is authorized to continue to have the following facilities:

- a. the antenna or antennas on the smoke stack
- b. and the equipment that is currently located in the fenced in area located at the Steam Plant.

Together with all lines, anchors, connections and such appurtenant and accessory devices as required for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy (collectively, the "Facilities").

No additional facilities shall be allowed without written permission of the STATE OF NEW HAMPSHIRE - DAS which shall not be unreasonably withheld or delayed.

IV. ACCESS LIMITATION

Access to the Leased Premises during normal business hours for personnel, hand tools and small (hand held) equipment shall be by the smoke stack ladder and will be provided by the State of New Hampshire - DAS as a condition of this Lease at no additional charge. IWO to the greatest extent possible, will schedule non-emergency access at dates and times that cause the least amount of conflict for the State and/or the steam plant operation.

Access contact -

On Site through May 31, 2017 – Andrew O’Sullivan, Administrator, Bureau of Facilities and Assets Management (603) 271-9508.

V. RENT - OTHER CONSIDERATION

IWO shall pay as consideration for the rights herein granted, \$26,498.04 per year in equal monthly installments of \$2,208.17 per month subject to two percent (2%) adjustments yearly.

Rent payment shall be by check made payable to "Treasurer, State of New Hampshire," delivered to State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Concord, New Hampshire 03301 on the effective date hereof, and monthly thereafter, throughout the term of this lease. Upon agreement of the parties, IWO may pay rent by electronic funds transfer and in such event, THE STATE OF NEW HAMPSHIRE - DAS agrees to provide to IWO bank routing information for such purpose upon request of IWO. Utilities: A separate electric meter has been added for the specific use of IWO, and all payment to be made directly to the provider thereof by IWO.

Initials: MM
Date: 1-2-2-2016

VI. TERM

IWO shall have and hold the Leased Premises for a term of twenty-one (21) months, commencing on September 1, 2015 and ending May 31, 2017, unless sooner terminated in accordance with the provisions hereof.

There are no options to extend this lease.

VII. TAXES

IWO shall pay, in addition to any other payments provided hereunder, the full amount of any personal property taxes levied against the Leased Premises as a consequence of that application of RSA 72:23 I, which provides for taxation of certain State properties used or occupied by persons or entities other than the State.

Failure of IWO to pay the duly assessed personal property taxes when due shall be cause to terminate this Lease by the STATE OF NEW HAMPSHIRE - DAS provided written notice has been given IWO by the party assessing the tax and sixty days have elapsed from the date of the receipt of notice by IWO and no payment has been made.

VIII. RIGHT TO LEASE - COMPLIANCE WITH LAW

THE STATE OF NEW HAMPSHIRE - DAS represents that it has the full right, title, interest, power and authority to enter into this lease and to let the Leased Premises for the term herein granted. IWO shall comply with all applicable federal and state laws, rules and regulations in connection with the operation of this Lease.

IX. QUIET ENJOYMENT-INSPECTION

IWO, upon the payment of the rent herein provided, and upon the performance of all of the terms of this lease, shall peaceably and quietly have, hold and enjoy the Leased Premises without any hindrance, disturbance, interference or interruption from the STATE OF NEW HAMPSHIRE - DAS or from any persons claiming by, through and under the STATE OF NEW HAMPSHIRE - DAS.

Provided, however, IWO agrees that the STATE OF NEW HAMPSHIRE - DAS or any of its duly authorized agents may inspect any and all property located on the Leased Premises during usual business hours, provided that IWO has received at least a 5-day written notice from the STATE OF NEW HAMPSHIRE - DAS or any of its duly authorized agents and informing IWO of such inspection. In case of emergency, THE STATE OF NEW HAMPSHIRE - DAS may enter the Leased Premises without such notice or consent.

X. MUTUAL NON-INTERFERENCE - CONFLICTS WITH STATE OF NEW HAMPSHIRE USERS

IWO agrees to provide radio equipment of the type and frequency which will not cause measurable interference to THE STATE OF NEW HAMPSHIRE - DAS, other lessees of the premises or neighboring landowners. In the event IWO's equipment causes such interference, and after THE STATE OF NEW HAMPSHIRE - DAS has notified IWO of such interference, IWO will take all steps necessary to correct and eliminate the interference. Continued interference problems caused by IWO's equipment shall be just cause for termination of this Lease subject to the provisions of Paragraph XXIV.

Initials: MM
Date: 12-2-2016

THE STATE OF NEW HAMPSHIRE· DAS agrees that THE STATE OF NEW HAMPSHIRE· DAS and any other tenants of the property who currently have or in the future take possession of THE STATE OF NEW HAMPSHIRE - DAS' smoke stack and/or property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to IWO. In the event any such STATE OF NEW HAMPSHIRE - DAS' or another lessee's equipment causes such interference, THE STATE OF NEW HAMPSHIRE - DAS will see that the interfering party takes all steps necessary to correct and eliminate the interference.

THE STATE OF NEW HAMPSHIRE - DAS covenants and agrees that it will not permit or allow the erection, installation or construction of any buildings, towers or structures, on any portion of its remaining land which will shield or obstruct or otherwise interfere with the reception or transmitting of radio signals over the paths established by IWO; however, IWO agrees to comply with all reasonable requests in writing of the STATE OF NEW HAMPSHIRE - DAS or any of its agents as to particular situations which may arise.

XI. ASSIGNMENT/SUBLEASE

IWO may not assign or transfer the Lease to any third party without the express written permission of the STATE OF NEW HAMPSHIRE - DAS, which permission shall not be unreasonably withheld. IWO shall not sublet the Leased Premises.

Notwithstanding the foregoing, IWO's interest under this Lease may be freely assigned in the following cases: (1) in connection with the transfer of the FCC authorization to operate a cellular common carrier mobile radio telephone communication system, so that the name and identity of the holder of IWO's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization; and (2) to IWO's principals, affiliates, subsidiaries of its principals or to any entity which acquires all or substantially all of IWO's assets in the New Hampshire market by reason of a merger, acquisition or other business reorganization.

XII. INDEMNIFICATION-LIABILITY INSURANCE

IWO shall indemnify and save the STATE OF NEW HAMPSHIRE - DAS harmless from any and all costs, claims, loss, damage, damages, liability, demands and suits of any kind, by whomever brought, that may in whole or in part arise from or be caused by:

1. The operation, maintenance, use or occupation of the herein Leased Premises by IWO,
2. The acts, omissions or negligence of IWO, its agents, officers, employees or permittees, or
3. The failure of IWO to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation. The obligation of IWO to so relieve THE STATE OF NEW HAMPSHIRE - DAS shall continue during any period of occupancy or of holding over by IWO, its agents, officers, employees or permittees, beyond the expiration of other termination of this Lease.

However, nothing in this paragraph shall require IWO to indemnify the STATE OF NEW HAMPSHIRE - DAS against the STATE OF NEW HAMPSHIRE - DAS' own willful or negligent misconduct.

Initials: ML
Date: 12-2-2016

During the Term and any extension thereof, IWO shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the STATE OF NEW HAMPSHIRE - DAS no less than ten (10) days prior written notice of cancellation or modification of the policy. IWO shall deposit with the STATE OF NEW HAMPSHIRE - DAS certificates of insurance for all insurance required under this Lease (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of this Lease IWO shall furnish the STATE OF NEW HAMPSHIRE - DAS with certificate(s) of renewal(s) of insurance required under this Lease no later than fifteen (15) days prior to the expiration date of each of the policies.

Workers Compensation Insurance: To the extent IWO is subject to the requirements of NH RSA chapter 281-A, IWO shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities, which the person proposes to undertake pursuant to this Lease. IWO shall furnish the STATE OF NEW HAMPSHIRE - DAS proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The STATE OF NEW HAMPSHIRE - DAS shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the IWO, or any subcontractor of the IWO, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Lease

XIII. RISK OF LOSS - FIRE - CASUALTY

All property of every kind installed by IWO on the Leased Premises shall be at the sole risk of IWO, and the STATE OF NEW HAMPSHIRE - DAS shall not be liable to IWO or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said property. IWO shall be responsible for maintaining appropriate property insurance for its interest in the Leased Premises and property located thereon.

Should the communication tower be substantially damaged by fire, other casualty or act of God, then the STATE OF NEW HAMPSHIRE - DAS shall immediately notify IWO whether or not it intends to rebuild said communication tower and the likely time frame within which the rebuilding would be accomplished. During such rebuilding IWO shall, at its option, have the right to erect suitable temporary structures to effectuate the broadcast of IWO's signal. If the STATE OF NEW HAMPSHIRE - DAS elects not to rebuild said communication tower, then IWO may, at its option, elect either to terminate this Lease or to rebuild on the same site, substitute structures of similar design and size as existed prior to the damage.

Initials: MM
Date: 12-2-2011

XIV. INSTALLATION AND MAINTENANCE - COST

All facilities shall be kept neat in appearance and shall be installed and maintained so as to minimize visual impact. Equipment installation (both initial and replacement) shall be coordinated with and approved by the STATE OF NEW HAMPSHIRE - DAS or the designated site manager. However, routine or normal maintenance operations and testing performed by IWO from time to time on its equipment is allowed without such approval.

XV. CONDITIONS - RENT ABATEMENT

IWO's obligations hereunder, including the obligations to pay rent, are expressly conditioned upon and subject to the following:

- (a) IWO's continued authorization to use the Facilities for the purposes intended by IWO pursuant to all necessary governmental approvals relating to such use;
- (b) The continued capability of the Leased Premises, in IWO's sole opinion, to accomplish IWO's intended purposes;
- (c) The STATE OF NEW HAMPSHIRE - DAS continuing to hold good, clear, and marketable title to the land underlying the Leased Premises, and such title remaining free from encumbrances and restrictions which would interfere with IWO's intended use of the Leased Premises or would impair IWO's ability to pledge the leasehold estate as collateral to secure debt financing.

If any of the foregoing conditions should fail to remain satisfied, IWO shall have no obligation to pay rent until such condition is once again satisfied or waived, and rent which would otherwise be due during the intervening time pending satisfaction of such condition is hereby excused and forgiven.

XVI. LEASE RUNNING WITH THE LAND

The covenants, terms, conditions, provisions and understandings in this Lease shall be construed as covenants running with the land and are binding upon and inure to the benefits of the respective successors and assigns of the parties herein.

XVII. ENTIRE AGREEMENT

This Lease expresses the entire agreement between the parties, and supersedes all prior understandings.

XVIII. NOTICES

All notices, demands, requests and other communications with respect to this Lease, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

- (a) the STATE OF NEW HAMPSHIRE - DAS: Addressed to State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Concord, NH 03301. Attention: Vicki V. Quiram, Commissioner or at such other address as

Initials: MM
Date: 12-2-2016

the STATE OF NEW HAMPSHIRE - DAS from time to time may have designated by written notice to IWO, and;

(b) IWO:

Independent Wireless One Leased Realty Corporation
Sprint/Nextel Property Services
Site ID: NM03XC003
Mailstop KSOPHTO101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to:

Sprint/Nextel Law Department
Attn: Real Estate Attorney
Site ID: NM03XC003
Mailstop KSOPHTO101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

or at such other address as IWO from time to time may have designated by written notice to the STATE OF NEW HAMPSHIRE - DAS. Such notice shall be deemed properly given upon the posting in the United States mail.

IX. AMENDMENT - EXTENT OF INSTRUMENT - CHOICE OF LAWS - ETC.

The terms of this Lease may be modified or amended by written agreement between IWO, and the STATE OF NEW HAMPSHIRE - DAS and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire. This Lease, which may be executed in a number of counterparts each of which shall have been deemed an original but which shall constitute one and the same instrument is to be construed according to the laws of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefits of, and shall be enforceable by the parties hereto and their respective successors and assigns.

XX. SOVEREIGN IMMUNITY

This Lease does not abridge or limit, nor shall it be interpreted as abridging or limiting the sovereign or official immunity to which the STATE OF NEW HAMPSHIRE - DAS and its representatives and agents are lawfully entitled.

XXI. SEVERABILITY

If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any application of such term shall not be affected thereby.

XXII. NO WAIVER OR BREACH

No assent, by either party, whether express or implied to a breach of a covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

Initials: MM
Date: 12-2-2016

XXIII. NOTICE OF LEASE

THE STATE OF NEW HAMPSHIRE - DAS agrees to execute a Notice of this Lease, substantially in the form of that attached hereto as Exhibit "B", which IWO may record with the appropriate Recording Officer. The date set forth in the Notice of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

XXIV. DEFAULT - IWO'S RIGHT TO CURE - TERMINATION - RESTORATION

In the event there is a default by IWO with respect to any of the provisions of this Lease or its obligations under it, including the payment of rent, the STATE OF NEW HAMPSHIRE – DAS shall give IWO written notice of such default. After receipt of such written notice, IWO shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided IWO shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and IWO commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The STATE OF NEW HAMPSHIRE - DAS may not maintain any action or affect any remedies for default against IWO unless and until IWO has failed to cure the same within the time periods provided in this paragraph. IWO's failure to act to cure the default within the specified time periods shall be just cause for termination of this Lease.

IWO shall have the unilateral right to terminate the lease at any time by giving ninety (90) day written notice to THE STATE OF NEW HAMPSHIRE - DAS of IWO's exercise of this option.

IWO, upon termination of the Lease, shall, within (60) sixty days, remove its equipment, personal property and all fixtures and repair any damage caused by its use of the Leased Premises or the removal of its equipment, reasonable wear and tear excepted. If such time for removal causes IWO to remain on the Leased Premises after termination of this Lease, IWO shall pay rent at then-existing monthly rate or on the existing monthly prorata basis if based upon a longer payment term, until such time as the removal of the equipment, personal property and all fixtures are completed.

XXV. ADDITIONAL REQUIREMENTS

A. The State of New Hampshire - DAS shall be provided with copies of all FCC licenses and equipment specifications.

B. IWO shall notify the State of New Hampshire - DAS of any material, structural alterations of the tower beyond its initial design. Any structural alterations increasing height or overall structural design must be approved in writing by the State of New Hampshire DAS, which approval shall not be unreasonably withheld, conditioned, or delayed

C. Equipment and controlled areas shall be maintained in such a manner as to prevent it from becoming a source of interference or a safety hazard. All brush and overgrowth to be removed.

D. Equipment shall have an ID tag attached which shows IWO, address, call sign, frequency and telephone number of person or organization responsible for maintenance work.

Initials: MM
Date: 12-2-2016

E. Areas in and around the Site user's equipment shall be kept clean and neat at all times. In addition, exterior areas including access roads, trails, and parking area shall be kept clean. Trash and unused materials shall be immediately removed from the Site and not stored on the premises in any manner. It is understood that IWO will be responsible for the properly handling and timely clean-up and disposal of all trash which it or its representative generate related to IWO's use of the site.

F. Smoking, open flame, or welding will not be permitted inside buildings.

G. Should IWO cause discharge of any Fire Protection System, they will be responsible for all costs associated with recharging the system, cleaning the building, and repairing damaged equipment.

Initials: MM
Date: 12-2-2016

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE
SERVICES

By: *Vicki V. Quiram*
Vicki V. Quiram,
Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

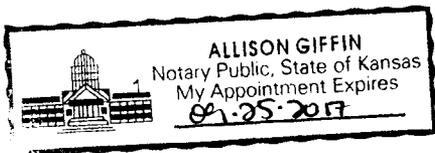
The foregoing instrument was acknowledged before me this 19th day of December 2016, by Vicki V. Quiram, Commissioner, Department of Administrative Services.

Ruth J. Kimball
NOTARY PUBLIC/JUSTICE OF PEACE
My Commission expires: RUTH J. KIMBALL, Notary Public
State of New Hampshire
My Commission Expires March 25, 2020

IWO
By: *Michael Mizzell*
Michael Mizzell
Manager - Vendor Management
Duly Authorized

STATE OF KANSAS
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 2nd day of December 2016, by Michael Mizzell, in his/her capacity as Manager - Vendor Management of Independent Wireless One Leased Realty Corporation, a Delaware Corporation.



Allison Giffin
NOTARY PUBLIC/JUSTICE OF PEACE
My Commission expires: 09-25-2017

Approved as to form, substance and execution
Date 12/20/16

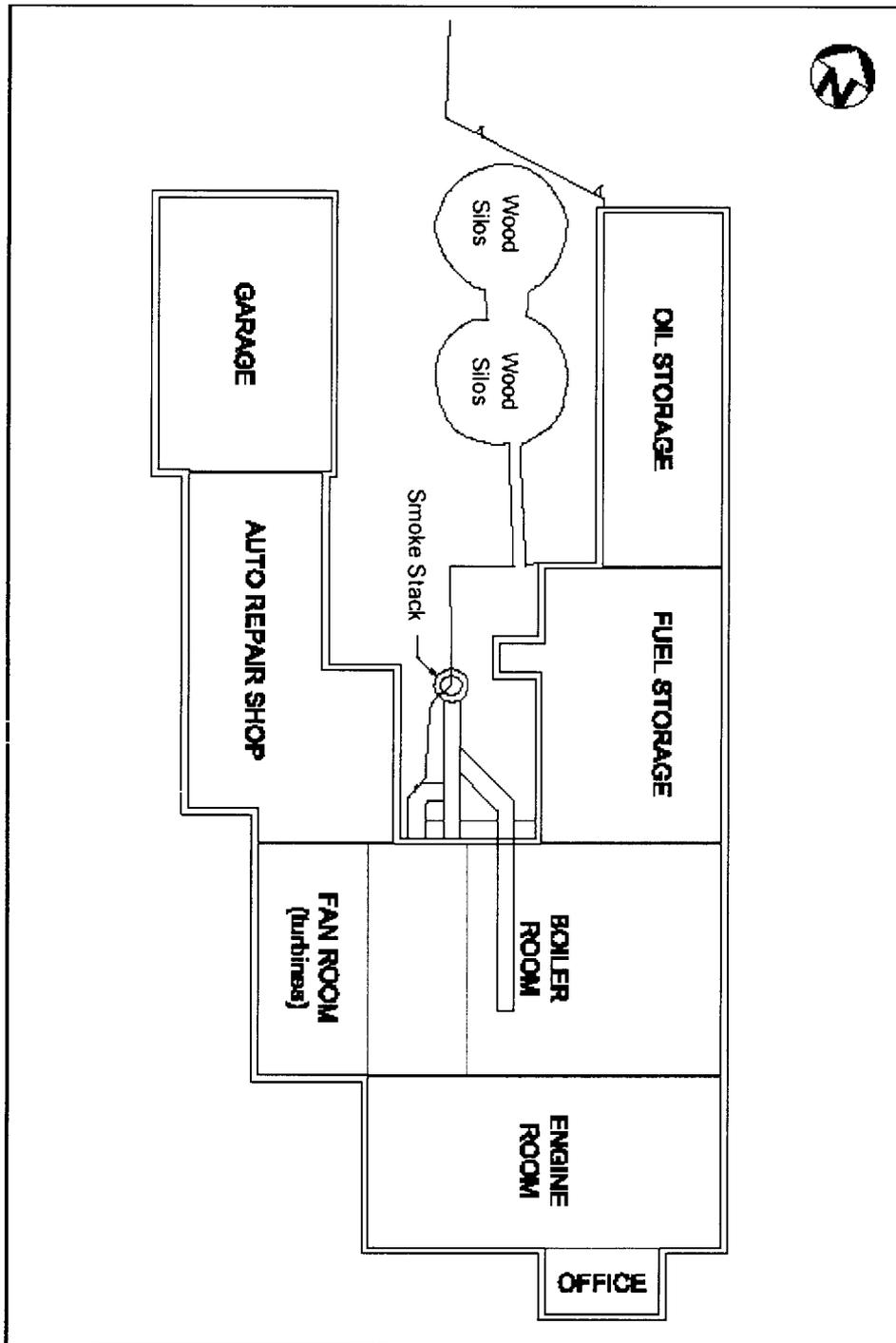
By: *M. N. W.*
Office of Attorney General

Approved by Governor and Council
Date _____

Agenda Item No. _____

Initials: *MM*
Date: 12-2-2016

EXHIBIT A



Initials: MM
Date: 12-2-2016

EXHIBIT B

NOTICE OF LEASE

Notice of the following Lease is hereby given in accordance with the provisions of the New Hampshire Revised Statutes Annotated, Chapter 477, Sections 7 and 7-a:

LESSOR: **STATE OF NEW HAMPSHIRE**, Department of Administrative Services, having a mailing address of 25 Capitol Street, Concord, New Hampshire 03301

LESSEE: Independent Wireless One Leased Realty Corporation, a Delaware Corporation, 6391 Sprint Parkway, Overland Park, KS 66251-2650, Mailstop KSOPH0101Z2650

DATE OF EXECUTION: December 2, 2016

DESCRIPTION: The Leased Premises consist of a site situated in the City of Concord, County of Merrimack, State of New Hampshire, commonly described as a portion of the premises located in 123 Pleasant Street, Concord, Merrimack County, New Hampshire.

TERM: Twenty-one (21) months

DATE OF COMMENCEMENT OF TERM: The Lease shall commence September 1, 2015

RIGHTS OF EXTENSION OR RENEWAL: There are no options to extend this lease

[Signature Page Follows.]

Initials: Mm
Date: 12-2-2016

EXECUTED as an instrument under seal on the dates indicated below.

LESSOR:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE
SERVICES

By: Vicki V. Quiram
Vicki V. Quiram,
Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 19th day of December
2016, by Vicki V. Quiram, in her capacity as Commissioner of the Department of Administrative
Services.

Ruth J. Kimball
NOTARY PUBLIC/JUSTICE OF PEACE
My Commission expires: State of New Hampshire
My Commission expires March 25, 2020

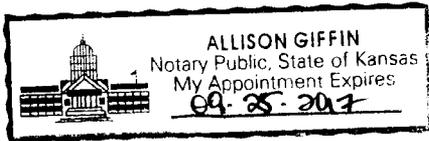
LESSEE:

INDEPENDENT
WIRELESS ONE LEASED REALTY
CORPORATION

By: Michael Mizzell
Name: Michael Mizzell
Title: Manager - Vendor Management
Dated: 12-2-2016

STATE OF Kansas
COUNTY OF Johnson

On this 2nd day of December, 2016, before me, the undersigned officer, personally
appeared Michael Mizzell, who acknowledged himself to be the
manager - Vendor Management of Independent Wireless One Leased Realty Corporation
and that he/she, as such, being authorized so to do, executed the forgoing instrument for the
purposes contained therein, by signing the name of the company by himself as such officer.



Allison Giffin
Notary Public/Justice of the Peace

Initials: MM
Date: 12-2-2016

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Casualty Company	NAIC # 20443
INSURED 14971 IWO HOLDINGS, INC. 6480 SPRINT PARKWAY OVERLAND PARK KS 66251	INSURER B : American Casualty Company of Reading, PA	20427
	INSURER C : Transportation Insurance Company	20494
	INSURER D : Starr Indemnity & Liability Company	38318
	INSURER E :	
	INSURER F :	

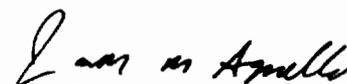
COVERAGES SPRCO03 CERTIFICATE NUMBER: 10947270 REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GL5082521363	4/1/2014	4/1/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
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	N	N	BUA5082521329	4/1/2014	4/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
							Garagekeepers	\$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000040033161	4/1/2016	4/1/2017	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$ XXXXXXXX
C B C	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 <input checked="" type="checkbox"/> N	N/A	WC5082521282(RETRO) WC5082521296(DEDUCTIBLE) WC5082521279 (CA) SGL5082521315 (STOP GAP)	4/1/2016 4/1/2016 4/1/2016 4/1/2016	4/1/2017 4/1/2017 4/1/2017 4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							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)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
*FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. THE STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: INSTALLATION, OPERATION & MAINTENANCE OF TELECOMMUNICATIONS EQUIPMENT.

LEASED LOCATION:- Site ID: NM03XC003, 105 1/2 PLEASANT STREET CONCORD NH

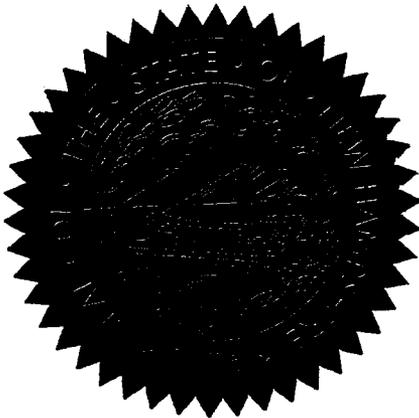
CERTIFICATE HOLDER 10947270 STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES VICKI V. QUIRAM, COMMISSIONER 25 CAPITAL STREET, ROOM 120 CONCORD NH 03301	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

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 INDEPENDENT WIRELESS ONE LEASED REALTY CORPORATION a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 30, 2000. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of August, A.D. 2016

A handwritten signature in black ink, appearing to read 'William Gardner', written in a cursive style.

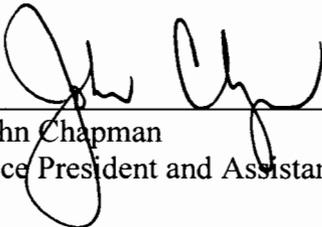
William M. Gardner
Secretary of State

Sprint

CERTIFICATE OF SIGNING AUTHORITY

The undersigned, the duly authorized Vice President and Assistant Secretary of Independent Wireless One Leased Realty Corporation, a Delaware Corporation ("Sprint"), does hereby certify that Michael Mizzell, Manager – Vendor Management, is authorized to execute on behalf of Sprint the Lease Agreement pertaining to a portion of certain property located at 105 ½ Pleasant Street, Concord, New Hampshire (Site No.: NM03XC003).

Dated as of the 9th day of December, 2016.

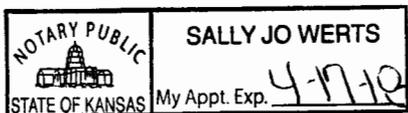


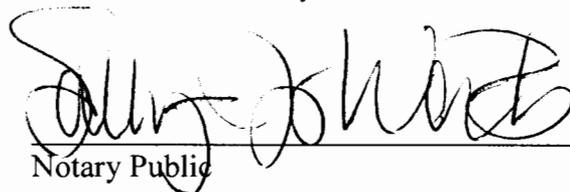
John Chapman
Vice President and Assistant Secretary

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

Before me, a notary public in and for said County and State, on this 9th day of December, 2016, personally appeared John Chapman, Vice President and Assistant Secretary of Independent Wireless One Leased Realty Corporation, a Delaware Corporation, to me known to be the person who executed this instrument, and acknowledged to me that John Chapman executed the same as a free and voluntary act and deed for the purposes set forth.





Notary Public