



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

May 28, 2020

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

Requested Action

The Department of Safety (DOS), Division of Emergency Services and Communications, requests retroactive authorization to enter into a sublease with Public Service Company of New Hampshire d/b/a Eversource Energy (VC# 177150-P002), 780 North Commercial Street, Manchester, NH, for the purpose of subleasing antenna and ground space on a portion of property the State currently leases on Mitchell Hill, approved by Governor and Council on December 4, 2002, item # 94. Effective upon Governor and Council approval for the period of January 1, 2018 through December 31, 2022 with the option to renew for one additional five-year term.

Explanation

The sublease is retroactive to align the Sublessor's term with that of the Master Lease Agreement and because the management of the radio site locations was transferred within the Department of Safety from the Division of State Police to the Division of Emergency Services and Communications and to align the Sublessor's term with that of the Master Lease Agreement.

The State will sublease antenna space and ground space on property leased by the State known as Mitchell Hill in the Town of Haverhill, NH. The Sublessee may use the subleased premises for the purpose of constructing a communications facility, which will include two VHF antennas installed on the communications tower; a 10' by 12' building to house a radio base station and related telecommunications equipment; a propane tank for emergency back-up generator fuel; a 34" by 40" concrete generator pad; and all related wires, cables, and equipment. All improvements to the Subleased Premises for the Sublessee's use shall be made at the Sublessee's sole expense.

Eversource (Sublessee) shall have the option to extend this sublease agreement for an additional five-year term. If the Sublessee is not in default under the terms of the attached Sublease Agreement, the renewal option may be exercised by giving written notice to the state (Sublessor) on or before six months prior to expiration of the last term of this sublease agreement. Under the extension, the annual base rent shall increase by 3% annually effective January 1, 2023. If Sublessee fails to exercise an option to renew, then all further options to renew shall expire and the sublease agreement shall terminate at the end of the last term.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

SUBLEASE AGREEMENT

1. Parties.

This sublease agreement is entered into as of the 21st day of April, 2020, between:

1.1 The Sublessor (hereinafter referred to as "SUBLESSOR"):

Name: The State of New Hampshire, acting by and through the Commissioner of the Department of Safety

Address: 33 Hazen Drive
Concord, NH 03305

1.3 The Sublessee (hereinafter referred to as "SUBLESSEE"):

Name: Public Service Company of New Hampshire d/b/a Eversource Energy, a New Hampshire Corporation

Address: 780 North Commercial Street
Manchester, NH 03101

2. Recital.

2.1 By a lease agreement (Master Lease Agreement) approved by Governor and Council 12/4/02 Item #94 with option to renew for five (5) additional terms of 5 years with the first renewal approved by Governor and Council 12/11/07 Item #80 between Eula C. Mitchell, as LESSOR, and SUBLESSOR, as lessee, and with the second renewal approved by Governor and Council 12/19/12 Item #72 between Wayne D. Mitchell and Rosario A. Matias-Mitchell, successor transferees of the property described in the Master Lease, as LESSOR, and SUBLESSOR, as lessee, and with the third renewal approved by Governor and Council 1/10/18 Item #50 between Wayne D. Mitchell and Rosario A. Matias-Mitchell, successor transferees of the property described in the Master Lease, as LESSOR, and SUBLESSOR, as lessee, copies of which are attached as EXHIBIT A, and incorporated by reference, LESSOR leased to SUBLESSOR a portion of such real property, containing approximately 100 x 100 square feet together with a right of way and easement for access on foot, motor vehicles and for utilities over, above and below such right of way and easement (hereinafter referred to as "LEASED AREA").

2.2 SUBLESSOR has constructed and currently operates and maintains a telecommunications tower on the LEASED AREA pursuant to the Master Lease.

2.3 SUBLESSOR desires to sublease to SUBLESSEE a certain part of the LEASED

AREA for a communications facility on the terms and conditions set forth below.

In consideration of the mutual promises and covenants herein contained, SUBLESSOR and SUBLESSEE hereby agree as follows:

SUBLEASED PREMISES

SUBLESSOR hereby subleases to SUBLESSEE, for the purposes stated herein and in accordance with the terms and conditions hereof, antenna space on the SUBLESSOR's telecommunication tower, and ground space on the LEASED AREA for a propane tank, a 10' x 12' building, and a 34" x 40" concrete pad for a generator (hereinafter called the "SUBLEASED PREMISES"), located at the summit of Ayers Mountain, also known as Mitchell Hill, in the Town of Haverhill, County of Grafton, State of New Hampshire, and being more particularly shown as outlined in EXHIBIT B, Sheets 1 and 2, attached hereto and made a part hereof, together with the nonexclusive right of ingress and egress to and from the SUBLEASED PREMISES, on foot or motor vehicles, through and over the right-of-way and easement granted to the SUBLESSOR under the Master Lease Agreement.

The SUBLEASED PREMISES being a part of the LEASED AREA granted to SUBLESSOR by LESSOR.

SUBLESSOR hereby warrants and represents to SUBLESSEE that the Master Lease Agreement is in full force and effect, that there are no defaults under the terms of the Master Lease (to the knowledge of the SUBLESSOR) and that SUBLESSOR has the right, subject to the consent of the LESSOR, to sublease the SUBLEASED PREMISES for the term provided herein, subject to all of the terms, conditions, and limitations contained in the Master Lease Agreement between SUBLESSOR and LESSOR.

TERM

The term of this SUBLEASE AGREEMENT shall be five (5) years, commencing retroactively on the 1st day of January, 2018, and ending on the 31st day of December, 2022. SUBLESSEE shall have the option to extend this SUBLEASE AGREEMENT for an additional five (5) year term. So long as SUBLESSEE is not in default under the terms of this SUBLEASE AGREEMENT, said option may be exercised by giving written notice to SUBLESSOR, on or before six (6) months prior to expiration of the then-current term of the SUBLEASE AGREEMENT, of SUBLESSEE'S intent to exercise the option. If SUBLESSEE fails to exercise an option to renew, then all further options to renew shall expire and the SUBLEASE AGREEMENT shall terminate at the end of the then-current term. The term of the SUBLEASE AGREEMENT shall coincide with the SUBLESSOR'S term under the SUBLESSOR'S Master Lease Agreement.

RENT

SUBLESSEE shall pay to SUBLESSOR annual base rent in the amount of Six Thousand Dollars (\$6,000.00) for the period of January 1, 2018 through December 31, 2022, payable upon the approval of this SUBLEASE AGREEMENT by the Governor and

Executive Council. Thereafter, the annual base rent will be increased by 3% (three percent) as of January 1st every year.

USE

The SUBLESSEE may use the SUBLEASED PREMISES for the purposes of constructing, replacing, maintaining, repairing, operating and removing a communications facility and uses incidental thereto, which facility will include two VHF antennas installed on the telecommunications tower, an ice bridge with one VHF antenna, a 10' x 12' building to house a radio base station and related telecommunications equipment, a propane tank for emergency back up generator fuel, a 34" x 40" concrete generator pad, and an emergency backup generator, and all related wires, cables and equipment. All improvements to the SUBLEASED PREMISES necessary for the SUBLESSEE's use shall be made at the SUBLESSEE's sole expense.

Notwithstanding any provision to the contrary, if the SUBLESSEE'S frequencies or equipment interfere with any operation of the SUBLESSOR, within 4 hours of notification of such, the SUBLESSEE shall terminate the use of the interfering equipment until such time as a remedy has been found and to the satisfaction of the SUBLESSOR. This provision shall survive the termination of this SUBLEASE AGREEMENT.

QUIET ENJOYMENT

Subject to SUBLESSEE'S faithful performance of the terms and conditions of this SUBLEASE AGREEMENT, SUBLESSEE shall be entitled to peaceably and quietly have, hold and enjoy the SUBLEASED PREMISES throughout the term hereof without any disturbance from SUBLESSOR, or those claiming by, through or under the SUBLESSOR.

OWNERSHIP AND REMOVAL

All equipment and improvements installed and constructed on the SUBLEASED PREMISES shall be and will remain the sole property of the SUBLESSEE and shall not be deemed fixtures affixed to the realty. SUBLESSEE agrees to remove its equipment and improvements from the SUBLEASED PREMISES at the end of the SUBLEASE term, unless this SUBLEASE AGREEMENT shall be extended by SUBLESSEE'S exercise of its option to extend at the conclusion of the initial five (5) year term. Upon expiration or earlier termination of this SUBLEASE AGREEMENT, SUBLESSEE shall, at SUBLESSEE'S sole expense and within a reasonable period, remove all of its equipment and improvements constructed or installed on the SUBLEASED PREMISES and restore the SUBLEASED PREMISES to its original above grade condition, reasonable wear and tear and damage from the elements excepted.

TAXES

SUBLESSEE shall pay all property taxes that may be assessed upon the SUBLESSEE'S equipment, property or improvements installed on the SUBLEASED PREMISES. Should property taxes assessed upon SUBLESSEE'S Communications Facilities, including equipment, property or improvements, be assessed and taxed to the SUBLESSOR, the

SUBLESSOR shall provide evidence of such assessment to SUBLESSEE within a timely manner so that such taxes shall be paid by SUBLESSEE when due without penalty or interest charges. In the event that, in the future, the tower is taxed based on the equipment attached to the tower, the SUBLESSEE shall be responsible for the tax assessed on the SUBLESSEE'S equipment attached to the tower only.

PERMITS AND LICENSES

It will be the responsibility of the SUBLESSEE, at SUBLESSEE'S sole cost and expense, to apply for and obtain and keep in full force and effect throughout the term of the SUBLEASE AGREEMENT any and all local, municipal, county and Federal licenses, permits and approvals, including but not limited to building permits, necessary or required for the installation, operation and maintenance of SUBLESSEE'S Communications Facilities located on the SUBLEASED PREMISES. SUBLESSOR agrees to reasonably cooperate with SUBLESSEE, at SUBLESSEE'S expense, in executing such documents or applications required in order for SUBLESSEE to obtain such licenses, permits or other governmental approvals needed for SUBLESSEE'S permitted use of the SUBLEASED PREMISES.

TERMINATION

SUBLESSEE reserves the right to terminate this SUBLEASE AGREEMENT upon thirty (30) days prior written notice to SUBLESSOR if any certificate, permit, license or approval affecting SUBLESSEE'S ability to use the SUBLEASED PREMISES for SUBLESSEE'S Communications Facilities as substantially described herein is revoked or rejected or if any previously issued certificate, permit, license or approval is canceled or is otherwise withdrawn or terminated by the applicable governmental agency. SUBLESSOR may terminate this SUBLEASE AGREEMENT immediately if the SUBLESSEE'S frequencies or equipment interfere with any operation of the SUBLESSOR after 4 hours of notification of such, and SUBLESSOR may terminate this SUBLEASE AGREEMENT for any other reason upon thirty (30) days prior written notice to SUBLESSEE.

ASSIGNMENT AND SUBLETTING

SUBLESSEE may not assign, sublease or otherwise transfer this SUBLEASE, or all or any part of the SUBLEASED PREMISES, without the prior written consent of the SUBLESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. With the exception of permitting the Grafton County Sheriff's Department the right to jointly use the SUBLESSEE's emergency generator and 10' x 12' building space by separate agreement with SUBLESSEE, SUBLESSEE further agrees that it will not assign, lease, sublease or otherwise transfer any space on the communications tower and/or in its equipment shelter to any other company or entity, except upon the prior written consent of the SUBLESSOR, which consent shall not be unreasonably withheld, conditioned, or delayed.

MASTER LEASE AGREEMENT

SUBLESSEE agrees to all the terms and conditions of the Master Lease Agreement applicable to SUBLESSEE'S tenancy, except for the payment of rent provided therein.

NOTICES

Unless otherwise provided herein, any notice or demand required to be given herein will be given by certified mail, return receipt requested or reliable overnight courier to the address of SUBLESSEE and SUBLESSOR as set forth below:

SUBLESSOR: Commissioner Robert L. Quinn
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305

SUBLESSEE: Eversource Energy
Attention: Real Estate / M. Bramhall
780 North Commercial Street
Manchester, NH 03105

SUBLESSEE and SUBLESSOR may designate a change of notice address by giving written notice to the other party as provided above. Any notice will be deemed effective upon confirmed receipt.

BINDING EFFECT

The provisions of this SUBLEASE AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

MERGER

This SUBLEASE AGREEMENT is the full and complete expression of the parties' agreements and understandings regarding the subject matter hereof, and all prior statements, representations, understandings and agreements of the parties are merged and incorporated herein.

MODIFICATION

This SUBLEASE AGREEMENT may not be changed or modified except by a writing signed by both parties.

GOVERNING LAW

This SUBLEASE AGREEMENT shall be governed by and construed under the laws of the State of New Hampshire.

SOVEREIGN IMMUNITY

No provision in this SUBLEASE AGREEMENT is intended to be, nor shall it be interpreted by either party to be a waiver of sovereign immunity.

WITNESS the execution hereof by the parties to said lease.

Naucyl L. Cassidy
Witness

SUBLESSOR:

By: Robert L. Quinn
Name: Robert L. Quinn
Title: Commissioner
Duly Authorized

SUBLESEE:


Public Service Company of New
Hampshire d/b/a Eversource Energy

Emerald Braubach
Witness

By: Salvatore Giuliano
Salvatore Giuliano
Manager - Real Estate
Duly Authorized

Approved by the Office of the Attorney General for form and execution.

Date: 6/25/2020


Assistant Attorney General

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
DBA EVERSOURCE ENERGY

SECRETARY'S CERTIFICATE

I, the undersigned, HEREBY CERTIFY that by unanimous written consent of the Board of Directors of PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DBA EVERSOURCE ENERGY (the "Company"), dated November 1, 2019, the following resolutions were duly adopted:

RESOLVED, that each of the Chief Executive Officer, the President and Chief Operating Officer, the Executive Vice President and General Counsel and the Vice President-Supply Chain and Property Management of the Company ("Authorized Officers"), acting singly, is hereby authorized to execute and deliver, in the name and on behalf of the Company, any and all deeds, releases, easements, modifications of easements, grants, leases, permits, licenses, certificates or other documents necessary or desirable, in the opinion of the officer taking such action, to sell, transfer, convey, surrender, release, grant or otherwise dispose of, or to lease, release or grant any interest in, any piece or parcel of real property owned by the Company or any interest of the Company in real property of others, provided, however, that all opinions, certificates and other documents, and all necessary consideration, shall be furnished and received, and all other steps shall be taken, as and to the extent required by the applicable provisions of the First Mortgage Indenture, dated as of August 15, 1978, as amended and restated as of June 1, 2011, between the Company and U.S. Bank National Association, successor to Wachovia Bank, National Association, successor to First Union National Bank, formerly known as First Fidelity Bank, National Association, New Jersey, Trustee, as supplemented and amended (the "PSNH Mortgage"), to permit the Company to effect such disposition and to release such piece or parcel of real property or interest in real property from the lien of the PSNH Mortgage.

RESOLVED, that the Trustee under the PSNH Mortgage is hereby requested to release from the lien of the PSNH Mortgage, upon compliance by the Company with the applicable provisions of the PSNH Mortgage, any piece or parcel of real property of the Company or any interest of the Company in real property that is disposed of pursuant to these resolutions.

RESOLVED, that each Authorized Officer is hereby authorized to take such further actions as may be necessary or desirable, in the opinion of such officers, in connection with the disposition of, or the release from the lien of the PSNH Mortgage of, any piece or parcel of real property or any interest in real property disposed of pursuant to the foregoing resolutions.

RESOLVED, that each Authorized Officer is hereby authorized to sign for and on behalf of the Company any and all documents which grant to other parties permission to use and occupy a piece or parcel of the Company's real property pursuant to the terms of licenses, profits, rights-of-way and covenants.

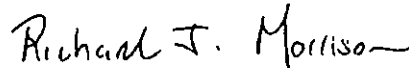
RESOLVED, that each Authorized Officer is hereby authorized to sign for and on behalf of the Company all documents necessary and incidental to the purchase of any interest in real property, subject to the signature authority limits contained in applicable corporate policies, including the Delegation of Authority Policy.

RESOLVED, that each Authorized Officer has the authority to delegate to Directors, Managers, Supervisors and other employees, agents and representatives of the Company authority to sign for and on behalf of this Company all documents necessary and incidental to the (i) disposition of, or release from the lien of the PSNH Mortgage of, any piece or parcel of real property or any interest in real property; (ii) granting of rights to other parties with respect to the Company's real property; or (iii) purchase of any interest in real property, all under the authority granted to such Authorized Officer pursuant to the foregoing resolutions, such delegation to be subject to the signature authority limits contained in applicable corporate policies, including the Delegation of Authority Policy.

I DO FURTHER CERTIFY that the foregoing resolutions have not been modified or amended and are still in full force and effect as of this date.

I DO FURTHER CERTIFY that pursuant to the resolutions set forth above, Ellen M. Greim, Vice President-Supply Chain and Property Management, who is an Authorized Officer of the Company, did delegate to Salvatore Giuliano, Manager, Real Estate, lawful and proper authority to sign for and on behalf of the Company documents, including the document accompanying this Certificate, and that the execution of such document represents the binding and authorized action of the Company made in compliance with the terms of the resolutions set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand on this 21st day of April, 2020.



Richard J. Morrison
Secretary

State of New Hampshire

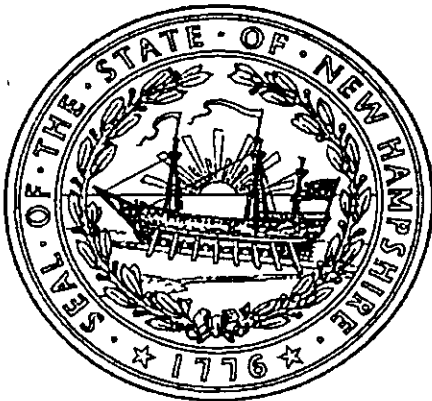
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 16, 1926. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 18692

Certificate Number: 0004897511



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2020.

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

William M. Gardner
Secretary of State