



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION OF FORESTS AND LANDS  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

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603-271-2214  
 FAX: 603-271-6488  
 www.nhdfl.org

March 7, 2013

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

*Retroactive*

**REQUESTED ACTION**

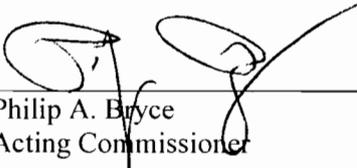
1. Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Forests and Lands to enter into a **RETROACTIVE** Lease Agreement (Lease) with WBIN Media Company, Inc. of Portsmouth, NH to lease space of certain areas at the summit of Belknap Mountain at Belknap Mountain State Forest for a five (5) year period effective March 1, 2013 through February 28, 2018, with the option to renew for three (3) additional five (5) year periods subject to Governor and Executive Council approval.
2. Further authorize the Department to accept a monthly fee of \$1,000 subject to a three (3) percent annual adjustment to be paid by WBIN Media Company over the five (5) year period in accordance with the terms of the Lease.

**EXPLANATION**

WBIN Media Company, Inc. has requested a lease for antenna and equipment space at the summit of Belknap Mountain to broadcast Radio Station WLNH at Belknap Mountain, Gilford and the surrounding Lakes Region. Belknap Mountain is a current communication site and has been approved by the Planning Board of Gilford. The Department is seeking retroactive approval due to the delay in getting a signed lease agreement processed timely.

The Attorney General's Office has approved this lease agreement as to form, substance and execution.

Respectfully Submitted,

  
 Philip A. Bryce  
 Acting Commissioner

PAB/BWS/pml  
 Attachment



**LEASE AGREEMENT**  
**Between**  
**WBIN MEDIA COMPANY INC. And**  
**NH DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**At**  
**BELKNAP MOUNTAIN STATE FOREST**  
**BELKNAP MOUNTAIN**  
**GILFORD, NEW HAMPSHIRE**

This Lease (LEASE), entered into on this 6<sup>th</sup> day of February, 2013, between the State of New Hampshire acting through its Department of Resources and Economic Development (THE STATE), having a mailing address of P.O. Box 1856, Concord, New Hampshire 03302-1856, under authority of RSA 227-H:9, and WBIN Media Company, INC, a broadcasting corporation organized under the laws of the State of New Hampshire and having its place of business at 126 Daniel Street, Portsmouth, New Hampshire 03801 (LESSEE).

-WITNESSETH THAT-

The STATE, for and in consideration of the covenants and agreements contained in this LEASE and made on the part of the LESSEE, does hereby Lease to the LESSEE as follows:

An area in the New Hampshire DRED Communication Building and Tower at the summit on Belknap Mountain, Belknap Mountain State Forest, Gilford, New Hampshire for use as a radio broadcasting site

Together with the right as appurtenant to the described property and in common with others entitled thereto, to use the trails on the mountain as a means of passing and repassing from the Carriage Road in Gilford, NH, to the described property for the transportation of equipment and personnel in connection with the installation, operation and maintenance and use of the authorized facilities.

The described property and rights shall hereinafter be referred to as the LEASED PREMISES.

I. ENTRY AND USE OF LEASE PREMISES

LESSEE shall be permitted to enter and use the LEASED PREMISES for the purposes herein contained. LESSEE shall not be permitted to use the LEASED PREMISES for any other purpose except by prior written approval of the STATE.

II. AUTHORIZED FACILITIES/INSTALLATION

The authorized facility shall include:

- A. Top mounted pole and Shively 6810-1R Directional Antenna
- B. 1 5/8 air dielectric transmission line

C. Mark P9A72-GNU Microwave STL Dish at 170', leg 2

D. 7/8 foam dielectric transmission line

E. Marti G6 450 RPU Whip Antenna at 160', leg 2

F. 7/8 foam dielectric transmission line

G. Interior is 3 racks containing a main and backup transmitter, remote control, STL receiver, RPU receiver and modulation monitoring equipment.

Together with such appurtenant and accessory equipment located within the shelter as required to accomplish the permitted use and any in-kind replacements of the above-described equipment.

### III. ACCESS LIMITATION

Route 93 to Exit 20 to Route 3 East (Laconia Bypass). Route 11A Exit off Bypass. Right at bottom exit. 0.4 Miles to Salt Marsh Pond Road. Right onto Salt Marsh Pond Road. 1.55 Miles to Hoyt Road. Right onto Hoyt Road. 1.0 mile to end of Hoyt Road. Right on end of Hoyt, 0.65 miles to Belknap Mountain Road. Left onto Belknap Mountain Road. 0.3 miles to main gate. Travel to parking area at end. Hike on Green trail to end. The Peak of Belknap Mountain is inaccessible by motor vehicle beyond parking lot (leaving a 0.85 mile hike to summit). Foot access during winter months is very difficult and no motorized wheeled vehicles are allowed.

### IV. RENT - OTHER CONSIDERATION

LESSEE shall pay as consideration for the rights herein granted, twelve thousand dollars (\$12,000.00) per year, subject to a three (3) per cent increase annually ("the annual rent"). The annual rent shall be paid in twelve (12) equal monthly installments, due the first of each month during the lease year. The first payment shall be due on the commencement date set forth in paragraph V below.

Lease payment shall be by check made payable to "Treasurer, State of New Hampshire", delivered to Business Office, Department of Resources and Economic Development, PO BOX 1856, Concord, NH 03302-1856 on the effective date of this LEASE, and monthly thereafter, throughout the term of this LEASE.

In addition to the rent specified herein, WBIN Media Company, Inc. shall make quarterly energy use payments to reimburse THE STATE OF NEW HAMPSHIRE for the cost of electricity consumed by the authorized facilities. Payment shall be based on WBIN Media Company, Inc. energy cost at Belknap Mountain State Forest at Belknap Mountain. Such payments shall be made payable to Treasurer State of New Hampshire and delivered to the NH DRED, Division of Forests and Lands, P.O. Box 1856, Concord, NH 03302.

### V. TERM

The LESSEE shall have and hold the LEASED PREMISES for a term of five (5) years, commencing on March 1, 2013, ("the commencement date") and ending on February 28(29), 2018, unless sooner terminated in accordance with the provisions of this LEASE.

This LEASE may be extended for three (3) additional five (5) year terms provided the LESSEE has given notice in writing to the STATE of its intent to extend the LEASE at least six (6) months prior to the expiration date, subject to a continuation of the adjusted rent commensurate with changes in the consumer price index and subject to the approval of Governor and Council.

VI. TAXES

The LESSEE shall pay, in addition to any other payments required by this LEASE, the full amount of any personal property taxes or real estate property taxes levied against the LEASED PREMISES as a consequence of the 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 the LESSEE to pay the duly assessed property taxes when due shall be cause to terminate this LEASE by the STATE provided written notice has been given the LESSEE by the party assessing the tax and sixty days have elapsed from the date of the receipt of notice by LESSEE and no payment has been made.

VII. RIGHT TO LEASE - COMPLIANCE WITH LAW

The STATE represents that it has the full right, title, interest, power and authority to enter into this LEASE and to let the LEASE PREMISES for the term herein granted. The LESSEE represents it shall comply with all applicable Federal State and local laws, rules and regulations in connection with the operation of this LEASE and is duly authorized to enter into this LEASE.

VIII. QUIET ENJOYMENT-INSPECTION

The LESSEE, upon the timely payment of the rent, 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 or from any persons claiming by, through and under the STATE.

IX. TITLE

Title to the authorized facilities and all appurtenance and accessory equipment installed by the LESSEE shall remain the property of the LESSEE provided that, at the termination of this LEASE, all property is removed in accordance with Paragraph XXV, C.

X. MUTUAL NON-INTERFERENCE - CONFLICTS WITH RECREATIONAL USERS

The STATE 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 immediately adjacent to the LEASED PREMISES which will shield or obstruct or otherwise measurably interfere with the reception or transmitting of radio signals over the paths established by the LESSEE; however, the LESSEE agrees to comply with all reasonable requests in writing of the STATE or any of its agents as to particular situations which may arise. In addition, all precautions will be taken by the LESSEE to ensure that there will be no conflict with recreational users in the area. The STATE will be the final arbitrator in all conflict resolutions under this section.

XI. ASSIGNMENT/SUBLEASE

The LESSEE may not assign or transfer the LEASE to any third party without the express written permission of the STATE, which permission shall not be unreasonably withheld. The LESSEE shall not sublet the LEASED PREMISES.

XII. COMMUNICATION SITE POLICY-TECHNICAL REQUIREMENTS

This LEASE is granted subject to the "State of New Hampshire Department of Resources and Economic Development Policy on Use and Management of Mountaintops for Communication Facilities" adopted November 7, 1989, revised April 15, 1998, and reviewed January 2, 2008, a copy of which is attached hereto, made a part hereof, and is marked Exhibit "A". This Policy is amended from time to time and all amendments shall apply to this LEASE after a copy of the amendment is provided to the LESSEE.

All communications equipment and appurtenances shall be installed in compliance with the "State of New Hampshire Department of Resources and Economic Development Technical Requirements for Use of Communication Sites" adopted June 30, 1995, and reviewed January 2, 2008, a copy of which is attached hereto, made a part hereof and is marked Exhibit "B". These Requirements are amended from time to time and all amendments shall apply to this LEASE after a copy of the amendment is provided to the LESSEE.

XIII. INDEMNIFICATION-LIABILITY INSURANCE

The LESSEE shall indemnify and hold the STATE 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:

- A. The operation, maintenance, use or occupation of the LEASED PREMISES by the LESSEE,
- B. The acts, omissions or negligence of the LESSEE, its agents, officers, employees, contactors, or permittees, or
- C. The failure of the LESSEE 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 the LESSEE to so indemnify and hold the STATE harmless shall continue during any period of occupancy or of holding over by the LESSEE, its agents, officers, employees, contractors, or permittees, beyond the expiration of other termination of this LEASE.

However, nothing in this LEASE shall require the LESSEE to indemnify the STATE against the STATE'S own willful or negligent misconduct.

The LESSEE shall during the full term of the LEASE, at the expense of the LESSEE, carry commercial general liability insurance providing either combined single limit of not less than Two Million Dollars (\$2,000,000) or not less than Five Hundred Thousand Dollars (\$500,000) per person and Two Million Dollars (\$2,000,000) per occurrence which shall protect both the STATE and the LESSEE against all claims for personal injury, death, and property damage. Certificates of insurances shall be delivered to the STATE within ten (10) days after the date of execution of the LEASE, and thereafter at least thirty (30) days prior to expiration of the then-effective policy.

#### XIV. RISK OF LOSS - FIRE - CASUALTY

All property of every kind installed by the LESSEE on the LEASE PREMISES shall be the sole responsibility and at the sole risk of the LESSEE, and the STATE shall not be liable to the LESSEE, or any other person, for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to the LEASED PREMISES. The LESSEE shall be responsible for maintaining appropriate property insurance for its interest in the LEASED PREMISES and property located thereon.

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

#### XV. INSTALLATION AND MAINTENANCE - COST

Maintenance of the radio broadcasting site and the costs thereof shall be the responsibility of the LESSEE. The facility shall be kept neat in appearance and maintained so as to minimize visual impact and to prevent injury. Equipment installation (both initial and replacement) shall be coordinated with and approved by the STATE or the designated site manager. However, routine or normal maintenance operations and testing performed by the LESSEE from time to time on its equipment is allowed without such approval.

#### XVI. CONDITIONS PRECEDENT - RENT ABATEMENT

This LEASE and the LESSEE'S obligations hereunder, including the obligations to pay rent, are expressly condition upon and subject to the following:

- A. The LESSEE must receive all necessary governmental approvals relating to the LESSEE'S intended use of the LEASED PREMISES;
- B. The LESSEE'S technical reports must establish to the LESSEE'S exclusive satisfaction that the LEASED PREMISES are capable of being suitably engineered to accomplish the LESSEE'S intended use of the LEASED PREMISES; and
- C. The LESSEE'S title insurer must determine that the STATE owns good and clear marketable title to the land underlying the LEASED PREMISES, and that such title is free from encumbrances and restrictions which would interfere with the LESSEE'S intended use of the LEASED PREMISES or would impair the LESSEE'S ability to pledge the leasehold estate as collateral to secure debt financing.

The LESSEE shall have no obligation to pay rent until all the Conditions Precedent have been satisfied or waived, and rent which would otherwise be due to the intervening time pending satisfaction of the Conditions Precedent is hereby excused and forgiven.

XVII. 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.

XVIII. ENTIRE LEASE

This LEASE is the entire LEASE between the parties, and supersedes all prior understandings, either oral or written.

XIX. NOTICES

All notices, demands, requests and other communications required by this LEASE shall be in writing and shall be considered properly given if sent by United States registered or certified mail, postage prepaid, to:

A. The STATE: State of New Hampshire, Department of Resources and Economic Development, P.O. Box 1856, Concord, New Hampshire 03302-1856. Attention: Commissioner, or at such other address as the STATE from time to time may designate by written notice to the LESSEE, and;

B. The LESSEE: WBIN Media Company, Inc. 477 Congress Street, 3<sup>rd</sup> Floor Annex, Portland, Maine, 04101 or at such other address as the LESSEE from time to time may designate by written notice to the STATE. Such notice shall be deemed properly given upon the posting in the United States mail.

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

The terms of this LEASE may be modified by a written document signed by the LESSEE and the STATE, subject to the approval of Governor and Council. 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.

XXI. 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 and its representatives and agents are lawfully entitled.

XXII. 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.

XXIII. 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.

XXIV. NOTICE OF LEASE

The STATE agrees to execute a Notice of this LEASE, substantially in the form of that attached hereto as Exhibit C, which the LESSEE shall 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.

XXV. DEFAULT - LESSEE'S RIGHT TO CURE - TERMINATION - RESTORATION

A. In the event there is a default by the LESSEE with respect to any of the provisions of this LEASE or its obligations under it, including the payment of rent, the STATE shall give the LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have twenty (20) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The LESSEE shall be granted a reasonable extended period beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The STATE may not maintain any action or affect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph. The LESSEE's failure to act to cure the default within the specified time periods shall be just cause for immediate termination of this LEASE.

B. The LESSEE, upon termination of the LEASE, shall, within a reasonable period, 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 the LESSEE to remain on the LEASED PREMISES more than sixty (60) days after termination of this LEASE, the LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the equipment, personal property and all fixtures are completed. If such removal does not occur within a reasonable time frame after the termination of the LEASE, the STATE reserves the right to take title to any fixtures or equipment then remaining on the LEASED PREMISES.

XXVI. THIRD PARTIES

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

IN WITNESS WHEREOF, the parties executed this LEASE on the day and year first above written.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES  
AND ECONOMIC DEVELOPMENT**

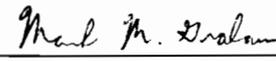
By:   
Philip A. Bryce  
Acting Commissioner

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

This Lease was executed before me this 20<sup>th</sup> day of February 2013, by Philip A. Bryce, Acting Commissioner of the Department of Resources and Economic Development, duly authorized to execute this Lease.

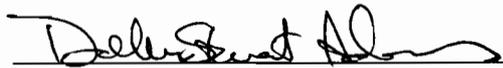
  
NOTARY PUBLIC/JUSTICE OF THE PEACE  
My Commission expires: September 9, 2014  
LINDA F. GORRIVEAU, Notary Public

**WBIN Media Company, Inc.**

By:   
Mark M. Graham, Vice President/CFO  
Duly authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

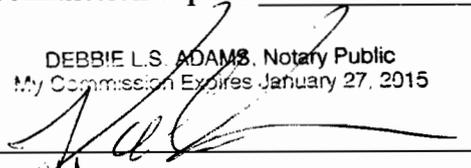
This Lease was executed before me this 6<sup>th</sup> day of February 2013, by Mark M. Graham, Vice President/Chief Financial Officer, WBIN Media Company, Inc. duly authorized to execute this lease

  
NOTARY PUBLIC/JUSTICE OF THE PEACE  
My Commission expires: \_\_\_\_\_

DEBBIE L.S. ADAMS, Notary Public  
My Commission Expires January 27, 2015

Approved as to form, substance and execution.

Date 2/20/13

By:   
Senior Assistant Attorney General  
Patrick Queenin

Approved by Governor and Council.

Date \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

EXHIBIT A

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT



**POLICY ON USE AND MANAGEMENT  
OF MOUNTAINTOPS FOR COMMUNICATION FACILITIES**

Adopted Nov. 7, 1989  
Revised April 15, 1998  
Reviewed January 2, 2008

George M. Bald, Commissioner

P.O. Box 1856  
Concord, N.H. 03302-1856

## EXHIBIT A

State of New Hampshire  
Department of Resources and Economic Development  
Policy On Use and Management of  
Mountaintops for Communications Facilities

### INTRODUCTION

In 1964 the State of New Hampshire, recognizing the future needs for public communication sites and the potential proliferation of antenna towers, microwave dishes, transmitter buildings and other apparatus on New Hampshire's high peaks and ridges, established a policy limiting radio/electronics installations on Department of Resources and Economic Development administered land. At that time, the chief concern was providing sites for future public communication needs and the visual impact of installations. New communication installations and renewals of existing permits were limited to public agencies. Agencies not supported with public funds were considered only where installations would provide a measure of public service or public safety.

In the 1980's, three additional concerns developed regarding communication facilities on state-owned summits. First is a concern for protecting the aesthetics and natural condition of our high peaks and ridges. Second is electronic interference and signal deterioration due to increasing transmission and reception installations. Although there is no way to quantify the threshold below which a transmission signal becomes unacceptably weakened by neighboring users, each addition of equipment at a site has some negative effect. As the number of installations has increased, so has concern over signal integrity because most of the users of state-owned mountaintops are involved with public health and safety, law enforcement, national defense, and public information.

The third concern is the potential threat to public health from intense signals. The mountaintops were originally acquired and maintained for the visiting public and it is important to limit radio frequency radiation to levels safe for their continued public use.

To address these four concerns the following policy is adopted.

#### I. DEFINITIONS

"Public user" means a federal, state, county or municipal agency or some association thereof.

"Quasi public user" means a non-governmental entity that transmits electromagnetic signals wholly related to public health and safety and does not receive any direct financial gain from such transmission. (As determined by the Commissioner of the Department of Resources and Economic Development).

"Private user" means any person not a "public user" or "quasi public user".

#### II. OBJECTIVE

The ultimate goal for state-owned mountaintops in New Hampshire is to have them cleared of all appurtenances and machinery, with the possible exception of observation platforms. This goal cannot be realized until the science of electronic communications has advanced to the state where mountaintop antennas and other electrical paraphernalia are outmoded. Until that time, the overall management objective for mountaintop communications sites will be to provide transmission sites for communications critical to the public health and safety, while minimizing the aesthetic and environmental impacts of these communications facilities.

## EXHIBIT A

### III. GUIDELINES AND CONSIDERATIONS

#### A. Values To Be Protected

Management of mountaintop communications sites on Department of Resources and Economic Development managed lands is intended to protect three distinct values deemed essential to the public interest:

1. Aesthetics/natural condition: the natural, scenic mountain profile and the natural character of the summit areas. Communication facilities shall be installed so as to have the least physical disturbance or modification of the mountain top environment and minimum impact to the public enjoyment of these environments.
2. Public health and safety: information and communications necessary to maintain the health and safety of the public at large, as well as visitors to mountaintop communication sites.
3. Electronic integrity: non-interference between communications systems and/or associated electrical devices.

#### B. Policy

It is the policy of the Department of Resources and Economic Development to permit limited development of selected state-owned land under its jurisdiction for electronic communications necessary to public health, safety and information. It is not intended to achieve consolidation of all electronic communication sites across the state onto state-owned mountaintops.

#### C. Communication Sites Designation

1. The following specific strategic mountaintop sites in state ownership are hereby designated by the Commissioner of the Department of Resources and Economic Development as "Communication Sites".

Belknap Mountain, Belknap Mountain State Forest  
Blue Job Mountain, Blue Job State Forest  
Cannon Mountain, Franconia Notch State Park  
Federal Hill, Federal Hill Fire Tower  
Holden Hill, Coleman State Park  
Hyland Hill, Hyland Hill State Forest  
Jordan Hill, Walker State Forest  
Kearsarge Mountain, Kearsarge Mountain State Forest  
Milan Hill, Milan Hill State Park  
Oak Hill, Oak Hill Fire Tower  
Pack Monadnock Mountain, Miller State Park  
Pitcher Mountain, Pitcher Mountain Fire Tower  
Prospect Mountain, Weeks State Park  
Mt. Sunapee, Mt. Sunapee State Park  
Wantastiquet Mountain, Wantastiquet Mountain State Forest  
Warner Hill, Warner Hill Fire Tower

## EXHIBIT A

Development of communications facilities at these sites will be restricted to specific areas.

2. Application for new communication site designations shall be considered only when submitted by a Public User. Applications shall address the following requirements/criteria.
  - a. Demonstrated need for public health and safety communications.
  - b. A description of other alternatives considered, including existing DRED designated communication sites and locations on private property, and the reasons against their selection.
  - c. Complete plans and specifications of the proposed installation including, but not limited to, buildings, towers, power lines, accessory structures, fuel tanks, generators, method(s) of access and access improvements.
  - d. Co-location with existing buildings/development.
  - e. Compatibility with long-range multiple use plans.
  - f. Aesthetic compatibility with surrounding environment.
  - g. Power and access availability without major new development.
  - h. Impact on natural and recreational resources.
  - i. Deed and/or property use restrictions.
3. In accordance with RSA 674:54 II, all applications for new communication site designations shall be sent to the Board of Selectmen/City Council of the municipality in which the proposed site is located and to the appropriate Regional Planning Commission to provide an opportunity for local and/or regional public hearing(s).

In addition:

  - a. DRED will provide a public notification in a newspaper in general circulation in the area that a proposal for a new communication site designation has been sent to the municipality.
  - b. DRED will provide written notification to (1) persons who have interests of record in the site; (2) persons who have written use agreements for the site on file with DRED; (3) land owners across which the state has deeded or written access rights to the site; and (4) donors of land which contains the site.
  - c. DRED personnel and the applicant shall participate in any hearing(s) requested by the municipality or by the Regional Planning Commission.
  - d. DRED shall respond in writing to any written comments made by the municipality relative to the application and received within 30 days after the hearing. Responses shall identify any modifications made in response to comments from the municipality or a written explanation as to why the implementation of the comments would be contrary to the proposed public project.

## EXHIBIT A

4. In anticipation of compliance with the requirements of Section IV C.2.e and IV C.3.a., upon completion of the processes described in this section, applications for new communication site designations shall be submitted to N.H. Governor and Executive Council for approval.
5. Application(s) for use permits or leases for new communication sites shall follow the same procedures as existing designated sites.

### D. Consolidation

Towers and buildings on each communication site will be consolidated and shared by site users. The goals are: 1) a single, expandable, low profile transmitter building serviced by a single non-overhead utility line, 2) a screened, camouflaged or inconspicuous low profile microwave dish array and 3) as few multiple use, broad-band antennae as are technically feasible, affixed to a single tower. Such consolidation will be planned on a site-by-site basis according to building design, cable and power layout, and vegetation distribution. It will be accomplished through cooperative funding among users, contributions, or bonding.

Additions to, and modifications or relocation of, existing structures and equipment must be compatible with the designated site plan for consolidation of facilities through shared use. The Communication Site Advisory Committee will make recommendations to the Commissioner of the Department of Resources and Economic Development regarding all such requests.

### E. Advisory Committee

A Communication Site Advisory Committee is established as an adjunct to the Commissioner's office for the purpose of advising the Commissioner on the following matters:

1. Designation of communication sites.
2. Developing Plans for consolidation of facilities.
3. Policies, rules, and regulations for communication site management.
4. Applications for new communication site users.

Committee membership shall include the following individuals or their designate:

1. Director, Division of Forests and Lands
  2. Director, Division of Parks and Recreation
  3. Director, Division of State Police
  4. Executive Director, New Hampshire Fish & Game Department
  5. President/Forester, Society for the Protection of New Hampshire Forests
  6. Executive Director, New Hampshire Municipal Association
- Technical advisors may serve as deemed necessary or desirable by the Committee.

## EXHIBIT A

### F. New Installations/Users

Proposals for new or enlarged installations at designated communication sites which are clearly in the overall interest of public health or safety will be given the highest priority. New "private users" are permitted only when the proposed use (1) can be accomplished within the existing footprint of the communication facilities (use of existing buildings and towers) or (2) would result in a net improvement in mountaintop facility aesthetics, primarily through consolidation or (3) would result in enhanced public recreation access or opportunities or (4) would provide the tower or building space needed to accommodate "public users" as determined by the Commissioner.

### G. Interference

New installations/users shall not interfere with existing installations, users and functions. Where irreconcilable conflicts arise between "public" and "quasi public" installations and "private user" installations over electronic interference, space, power supply, or location, the "public" or "quasi public" user shall take precedence and displace the private user. Order of displacement is: 1) private users; 2) quasi public users engaged in low power broadcasting; 3) other quasi public users. Within each category newest installations shall be displaced first.

In the case of a complaint of electronic interference or other conflicts created by a new installation, it shall be the responsibility of the proponent of the new installation to submit plans for resolving the complaint or potential problem. The plans shall be consistent with the site consolidation effort. The complainant and new installation proponent shall attempt to resolve the matter. Unresolved issues and the proponent's plans shall be submitted to the Advisory Committee within 10 working days of the complaint for their review and recommendation for action by the Commissioner.

### H. Other Installation Requirements

1. Antenna tower(s) on Department of Resources and Economic Development communication sites shall be the minimum height necessary to meet technical requirements of the equipment installed and the service area, but under no circumstances shall attain or exceed the height requiring lights under FAA laws or regulations (200 feet total height).
2. All Department of Resources and Economic Development communication sites shall meet the current American National Standards Institute (ANSI) requirements for controlled and uncontrolled human exposure to radio frequency electromagnetic fields.
3. Permits/leases for site use are not transferable and facilities (buildings, tower and equipment) may not be sub-leased.
4. Requests for changes or modification of a permitted installation shall be submitted in writing for approval by the Commissioner.
5. Site users shall comply with all applicable federal, state and local laws, ordinances and rules.
6. All equipment installations shall be accomplished in compliance with the latest edition of the "State of New Hampshire Department of Resources and Economic Development Technical Requirements For use of Communication Sites".

## EXHIBIT A

### IV. Applications/Application Review/Local Notification

- A. Application for communication site use permits/leases will be filed with the Commissioner, Department of Resources and Economic Development and shall include the following information:
1. Statement of service to be provided and justification.
  2. A description of other alternatives considered and reasons against their selection.
  3. Complete plans of the proposed installation, including but not limited to buildings, towers, building or tower additions, power line improvements, accessory structures, generators, fuel tanks, methods of access and access improvements.
  4. Detailed specifications including type, frequency, size and proposed location of receiving and/or transmission units and antennas.
  5. Analysis of compatibility with existing facilities and equipment (intermod analysis) and power requirements.
  6. Written documentation that the installation meets the current ANSI standards for controlled and uncontrolled human exposure to radio frequency electromagnetic fields. Cumulative affects of the proposed installation together with the existing facilities shall be considered.
- B. Applications shall be reviewed by the Communication Site Advisory Committee
1. Applications receiving a favorable recommendation from the Communication Site Advisory Committee shall be sent to all site users for their review and comment. The site user review period shall be two weeks. These comments will be considered by the Commissioner as part of the application.
- C. Copies of all applications will be sent to the Board of Selectmen/City Council of the municipality in which the facility is located and to the appropriate Regional Planning Commission.
1. Applications from public users, utilizing existing buildings and towers including placement of antenna on existing tower structures will be sent for informational purposes only.
  2. In accordance with RSA 674:54 II, applications from public users that constitute a substantial change in use or a substantial new use, including new buildings or new towers or additions to existing buildings or increase in the height of existing towers, shall be provided at least 60 days in advance of the start of construction and shall include copies of plans and specifications of the proposed site improvements. In addition:
    - a. DRED will provide a public notification in a newspaper in general circulation in the area that a proposal for a new communication building or tower or an addition to an existing building or tower has been sent to the municipality.

## EXHIBIT A

- b. DRED will provide written notification to (1) persons who have interests of record in the site; (2) persons who have written use agreements for the site on file with DRED; (3) land owners across which the state has deeded or written access rights to the site; and (4) donors of land which contain the site.
  - c. DRED personnel and the applicant shall participate in any hearing requested by the municipality or the Regional Planning Commission.
  - d. DRED or the applicant shall respond in writing to any written comments made by the municipality relative to the application and received within 30 days after the hearing. Responses shall identify any modifications made in response to comments from the municipality or a written explanation as to why the implementation of the comments would be contrary to the proposed public project.
  - e. Leases or Special Use Permits authorizing the requested public installation shall not be issued by DRED or forwarded to Governor and Executive Council for approval until the processes described in this section have been completed.
3. Applications from quasi-public and private users shall be submitted to the local governing body by the applicant for approval under the municipalities Site Plan Review Regulation.
    - a. Leases authorizing the requested private user installation shall not be forwarded to Governor and Executive Council for approval until the municipal Site Plan Review has been completed.

### V. PERMIT/LEASE AND RENTAL CONDITIONS

- A. Where there is an existing permit/lease, use and rent will be governed by the agreement conditions.
- B. For new or renewed permits/leases an annual fee or administrative charge will be established for each installation and will be set by the Commissioner. Items to be considered in determining the fee or charge will include:
  1. Administration costs to the state.
  2. User classification (public, quasi-public, private) and type of installation.
  3. Prorated share of facilities maintenance.
  4. Benefits accruing to the state as a result of joint installation.
  5. Costs associated with installations at alternative locations on private property.
  6. Market rent values on comparable private communications sites.
  7. Potential impacts to existing state park or state forest operations.
- C. All communication installations on DRED lands owned by or leased to private or quasi public entities will be subject to local taxes, payable by the owner/lessee.

### VI. AMENDMENTS TO POLICY

This policy may be amended from time to time to serve the public interest upon recommendation of the Communication Site Advisory Committee and approval by the Commissioner.

Approved George M. Bald  
Commissioner  
Department of Resources and Economic Development

January 2, 2008  
Date

mtttops.pol

EXHIBIT B

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT



**TECHNICAL REQUIREMENTS  
FOR USE OF COMMUNICATION SITES**

Adopted June 30, 1995

Reviewed January 2, 2008

George M. Bald, Commissioner

P.O. Box 1856  
Concord, N.H. 03302-1856

**EXHIBIT B**  
State of New Hampshire  
Department of Resources and Economic Development  
Technical Requirements  
For Use of Communication Sites

**Introduction**

The following outlines technical requirements for installation, operation and maintenance of communication equipment and appurtenances at Department of Resources and Economic Development (DRED) communication sites as required by Item III.H.6 of the DRED "Policy On Use and Management of Mountaintops for Communication Facilities". As stated in the policy, all requests for new communication equipment installations or modifications of existing equipment require review by the Communication Site Advisory Committee and approval by the Commissioner.

The Commissioner, with counsel from the Communication Site Advisory Committee, shall be the final authority in resolution of any conflicts between site users or in interpretation of these technical requirements and may require testing of user's equipment to determine compliance or to investigate possible sources of interference.

These requirements are in addition to any standards or conditions contained in the lease/use agreement.

These requirements shall apply to all new communications facilities and to existing facilities that are upgraded or expanded. The requirements may be waived or modified by the DRED Site Manager for facilities and/or users in existence at the date of adoption, as communication site conditions warrant.

**Transmitters and Associated Equipment**

- A. Transmitters shall be equipped with isolators to provide the following minimum isolation to reduce the possibility of intermodulation interference.
  - 25 db ( 70 MHz to 220 MHz )
  - 50 db ( 220 MHz to 1000 MHz )
- B. A Bandpass cavity shall be used between each antenna and associated transmitter or combiner.
- C. R.F. Devices including duplexers, isolators, cavities, switches, etc. shall be located inside grounded cabinets where physically possible.
- D. Ground strap to each cabinet shall be a minimum of #6 copper wire or solid copper strap at least 1 inch in width.
- E. Transmission lines entering equipment cabinets shall do so via bulkhead connectors. Type "N" bulkhead connectors shall be used above 54 MHz.
- F. Power and telephone or control lines shall be protected by grommets where they enter radio cabinets. Where high R.F. fields exist, telephone lines and control lines shall enter radio cabinets via RFI filtration devices.
- G. The use of RG\8, RG\58, braided shield, single shield coax cable or aluminum shielded cable is not permitted. This includes cables located within cabinets.

## EXHIBIT B

### Antenna System Requirements

- A. Antenna systems must be approved by the DRED Site Manager prior to the commencement of installation work. The cost of any changes to the existing tower including structural work, tower painting, tower lighting, etc. will be paid for by the site user. Rearrangements of existing antennas will not be considered except under unusual circumstances.
- B. The design of each proposed antenna systems shall take into account the following:
- \*Antenna location will be assigned by the DRED Site Manager based on available space, required radiation pattern, transmitter power and frequency, antenna type, mounting restrictions and interference considerations.
  - \*Only antennas which provide a direct dc path to ground may be utilized.
  - \*Antennas shall be equipped with coaxial lightning protectors meet ANSI standard 62.1. Lightning protectors shall be connected to site ground system with at least a #2 copper wire or two inch copper strap.
  - \*R.F. link and control antennas will be assigned mounting positions as low on the tower as possible.
  - \*Metal antenna mounting hardware will be hot dipped galvanized or stainless steel.
  - \*Only solid copper jacketed cable will be permitted for antenna cable runs.
  - \*Coax cable shall be individually attached to the tower legs or waveguide hangers. The location of coax cable runs will be assigned by the DRED Site Manager.
  - \*Attachment of coax cable will be by stainless steel clamps or hangers spaced a maximum of three feet apart.
  - \*The use of plastic " tie wraps " to support coax cable in any location is not permitted. The use of coating products that emit acetic acid are not permitted. Use of ultra-violet protected "tie wraps" are allowed on a temporary basis during construction or for temporary installations.
  - \*Grounding kits with solid copper straps and mechanical compression shall be installed at top of tower, at point where coax cable departs the tower, and at the building entrance point. These clamps will be properly sealed to prevent corrosion at the coax cable connection. Stainless steel connectors will be used from the grounding kit to the tower.
  - \*Horizontal runs of coax cable shall be protected by ice shields and supported every three feet with stainless steel clamps or hangers.
  - \*Coax cable shall enter buildings via weatherproof cable entrance ports or cable mounting plates. Positions will be assigned by the DRED Site Manager. Ground Clamps will be used on both sides of this connection and will be connected to the site ground system.
  - \*Coax cable runs located inside buildings will utilize existing cable racks or will be supported overhead by hangers.

## EXHIBIT B

### **Power Requirements:**

- A. Each site user will be responsible for the cost of installation of separately metered electrical service when such metering is required unless otherwise specified in the lease/use agreement.
- B. The provisions of backup power by DRED will require approval of the DRED Site Manager.
- C. Emergency generating equipment or battery backup units shall not be installed without approval of the DRED Site Manager.
- D. Each new transmitter and equipment cabinet will be connected to a separately fused AC outlet in accordance with National and State Electrical codes.
- E. Under no circumstances will one station be plugged into the accessory outlet of another cabinet.
- F. All electrical installation work shall be in full compliance with National and State Electrical Codes.

### **Administrative Items**

- A. Should the DRED Site Manager determine that a frequency compatibility study must be performed prior to installation, it shall be done by an independent consulting firm, which has been approved by DRED. The cost of this study is the responsibility of the site user. A subsequent study may be required each time the site user proposes an additional frequency at the site.
- B. The site user shall immediately cease operation if notified by the DRED that they are causing harmful interference.
- C. The DRED Site Manager shall be provided with copies of all FCC license applications, current FCC licenses and equipment specifications.
- D. The site user shall make no changes after the initial installation without prior written approval from the DRED Site Manager.
- E. Equipment shall be maintained in such a manner as to prevent it from becoming a source of interference or a safety hazard.
- F. Equipment shall have an ID tag attached, which shows licensee's name, address, call sign, frequency, tone squelch frequency and telephone number of person or organization responsible for maintenance work. Radio station licenses shall be posted for each transmitting station as required by FCC rules.
- G. Speakers will be turned off except during periods of maintenance work.
- H. 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.
- I. Smoking, open flame, or welding will not be permitted inside buildings.

## EXHIBIT B

- J. Should the site user 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.
- K. If the building has an alarm system installed, the site user will notify designated Alarm Center when entering or leaving building in accordance with posted instructions.
- L. Site access shall be as designated in and subject to restrictions as described in the lease\use agreement. The DRED will not be responsible for plowing of access roads or trail entrances to the site unless specified in lease/use agreement.
- M. Prior to the signing of any lease, a joint visit of the site will be made by the proposed site user and the DRED Site Manager. Any additional special technical requirements not covered in this document will be determined at this meeting.
- N. When a lease is terminated for any reason, the site user will remove all equipment including antennas and feed lines within thirty days and will be responsible for any work necessary to return site to its previously existing condition. Should the site user fail to do so, then DRED will arrange to have work completed and will bill the site user for this work.

## EXHIBIT B (Cont)

### EXHIBIT I

Relevant sections of the "American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 kHz to 100 GHz" (ANSI C95.1-1982) are reprinted below by permission. This ANSI standard has been copyrighted (1982) by the Institute of Electrical and Electronics Engineers, Inc., New York, N.Y. Complete copies of this and other ANSI publications are available from:

American National Standards Institute  
1430 Broadway  
New York, NY 10018  
(212) 354-3300 or (212) 354-3473

Standard Sales-IEEE  
or 445 Hoes Lane  
Piscataway, NJ 08854

#### AMERICAN NATIONAL STANDARD SAFETY LEVELS WITH RESPECT TO HUMAN EXPOSURE TO RADIO FREQUENCY ELECTROMAGNETIC FIELDS, 300 kHz to 100 GHz

1. Scope and Purpose

Recommendations are made to prevent possible harmful effects in human beings exposed to electromagnetic fields in the frequency range from 300 kHz to 100 GHz. These recommendations are intended to apply to non-occupational as well as to occupational exposures. These recommendations are not intended to apply to the purposeful exposure of patients by or under the direction of practitioners of the healing arts.

2. Definitions

Radio frequency protection guides (RFPG). The radio frequency field strengths or equivalent plane wave power densities which should not be exceeded without (1) careful consideration of the reasons for doing so, (2) careful estimation of the increased energy deposition in the human body, and (3) careful consideration of the increased risk of unwanted biological effects.

Specific absorption rate (SAR). The time rate at which radio frequency electromagnetic energy is imparted to an element of mass of a biological body.

3. References [not reprinted here; see original]

4. Recommendations

## EXHIBIT B (Cont)

- 4.1 Radio Frequency Protection Guides. For human exposure to electromagnetic energy at radio frequencies from 300 kHz to 100 GHz, the protection guides, in terms of the mean squared electric ( $E^2$ ) and magnetic ( $H^2$ ) field strengths and in terms of the equivalent plane wave free space power density, as a function of frequency, are given in Table 1.

For near field exposures, the only applicable protection guides are the mean squared electric and magnetic field strengths as given in Table 1, columns 2 and 3. For convenience, these guides may be expressed as the equivalent plane wave power density, given in Table 1, column 4.

For mixed or broadband fields at a number of frequencies for which there are different values of protection guides, the fraction of the radio frequency protection guide incurred within each frequency interval should be determined, and the sum of all such fractions should not exceed unity.

Table 1

### RADIO FREQUENCY PROTECTION GUIDES

	2	3	
1			
4			
Power	Electric Field	Magnetic Field	
Frequency Range Density (MHz) (mW/cm <sup>2</sup> )	Strength  E <sup>2</sup>  (V <sup>2</sup> /m <sup>2</sup> )	Strength  H <sup>2</sup>  (A <sup>2</sup> /m <sup>2</sup> )	
0.3-3	400,000	2.5	
100			
3-30	4,000(900/f <sup>2</sup> )	0.025(900/f <sup>2</sup> )	900/f <sup>2</sup>
30-300	4,000	0.025	1.0
300-1500	4,000(f/300)	0.025(f/300)	f/300
1500-100,000	20,000	0.125	5.0

## EXHIBIT B (Cont)

Note:  $f$  = frequency in megahertz (MHz)

$E^2$  = electric field squared

$H^2$  = magnetic field squared

$V^2/m^2$  = volts squared per meter squared

$A^2/m^2$  = amperes squared per meter squared

$mW/cm^2$  = milliwatts per centimeter squared

### 4.2 Exclusions

(1) At frequencies between 300 kHz and 100 GHz, the protection guides may be exceeded if the exposure conditions can be shown by laboratory procedures to produce specific absorption rates (SARs) below 0.4 W/kg as averaged over the whole body, and spatial peak SAR values below 8 W/kg as averaged over any one gram of tissue.

(2) At frequencies between 300 kHz and 1 GHz, the protection guides may be exceeded if the radio frequency input power of the radiating device is seven watts or less.

### 4.3 Measurements

(1) For both pulsed and non-pulsed fields, the power density, the squares of the field strengths, and the values of specific absorption rates (SARs) or input power, as applicable, are averaged over any 0.1 h period. The time-averaged values should not exceed the values given in Table 1 or in the Exclusions, 4.2.

(2) Measurements to determine adherence to the recommended protection guides shall be made at distances 5 cm or greater from any object [refer to ANSI C95.3-1973, American National Standard Techniques and Instrumentation for the Measurement of Potentially Hazardous Electromagnetic Radiation at Microwave Frequencies and ANSI C95.5-1981, American National Standard Recommended Practice for Measurement of Hazardous Electromagnetic Fields-RF and Microwave].

## 5. Explanation

Exposure to electromagnetic fields in the frequency range under consideration is but one of the several sources of energy input into the body, which requires wide ranges of energy production and dissipation in order to function. For situations involving unrestricted exposure of the body, the radio frequency protection guides are believed to result in energy deposition averaged over the entire body mass for any 0.1 h period of about 144 joules per kilogram (J/kg) or less. This is equivalent to a specific absorption rate (SAR) of about 0.40 watts per kilogram (W/kg) or less, as spatially and temporally averaged over the entire body mass.

## EXHIBIT B (Cont)

Biological effects data applicable to humans for all possible combinations of frequency and modulation do not exist. The radio frequency protection guide, therefore, has been based on the best available interpretations of the literature and is intended to eliminate adverse effects on the functioning of the human body.

Exclusion criterion (2) to the protection guides can be used in relation to fields from low power devices such as hand-held, mobile, and marine radio transceivers. These devices may emit localized fields exceeding the protection guides, but will result in a significantly lower rate of energy absorption than allowed for the whole body average. Thus, exposure to fields emitted by devices operating at 1 GHz or lower and at less than 7 W output power would not be restricted. Exposure to fields from devices with greater output power or operating at frequencies above 1 GHz require a case-by-case analysis to determine if exclusion criterion (1) is applicable.

Because of the limitations of the biological effects data base, these guides are offered as upper limits of exposure, particularly for the population at large. Where exposure conditions are not precisely known or controlled, exposure reduction should be accomplished by reliable means to values as low as are reasonably achievable.

Exposures slightly in excess of the radio frequency protection guides are not necessarily harmful, however, such exposures are not desirable and should be prevented wherever possible.

### 6. Rationale

[not reprinted here; see original ANSI document for rationale]

## EXHIBIT "C"

### 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 Resources and Economic Development, having a mailing address of P.O. Box 1856, Concord, New Hampshire 03302-1856

LESSEE: **WBIN Media Company, Inc.** d/b/a WLNH-FM, a New Hampshire Corporation, with its principal office at 126 Daniel Street, Portsmouth, New Hampshire 03801

DATE OF EXECUTION: February 6<sup>th</sup>, 2013

#### DESCRIPTION:

The STATE, for and in consideration of the covenants and agreements hereinafter contained and made on the part of LESSEE, does hereby grant, demise, and lease to LESSEE the following described premises and improvements constructed therein, with all the appurtenances belonging thereto, including, but not limited to, those specifically mentioned in this Lease; including the right to reasonably use all common parking areas, , entrances, and driveways associated with or used in connection with the Property of which the Leased Premises form a part, located in Gilford, State of New Hampshire:

- a. Space, as designated by the STATE in consultation with the LESSEE, for antenna on the summit of Belknap Mountain, Gilford, State of New Hampshire, for receiving and transmitting microwave and radio signals, to include the following equipment:
- b. Top mounted pole and Shively 6810-1R Directional Antenna
- c. 1 5/8 air dielectric transmission line
- d. Mark P9A72-GNU Microwave STL Dish at 170', leg 2
- e. 7/8 foam dielectric transmission line
- f. Marti G6 450 RPU Whip Antenna at 160', leg 2
- g. 7/8 foam dielectric transmission line
- h. Interior is 3 racks containing a main and backup transmitter, remote control, STL receiver, RPU receiver and modulation monitoring equipment.

Together with such appurtenant and accessory equipment located within the shelter as required to accomplish the permitted use.

TERM: Five (5) years

DATE OF  
COMMENCEMENT  
OF TERM: The Lease shall commence on the first day of March, 2013.

RIGHTS OF EXTENSION  
OR RENEWAL: Three (3) successive five (5) year terms

*[Signature Page Follows.]*

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

LESSOR:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES  
AND ECONOMIC DEVELOPMENT

By:

  
Philip A. Bryce  
Acting Commissioner

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February 2013, by Philip A. Bryce, in his capacity as Acting Commissioner of the Department of Resources and Economic Development.

  
NOTARY PUBLIC/JUSTICE OF PEACE

My Commission expires: LINDA F. CORRIVEAU, Notary Public  
My Commission Expires September 9, 2014

LESSEE:

WBIN MEDIA COMPANY, INC.  
d/b/a WLNH-FM

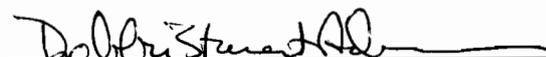
By: Mark M. Graham  
Mark M. Graham,

Vice President/Chief Financial Officer

Dated: 2/6/2013

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this 6<sup>th</sup> day of February, 2013, before me, the undersigned officer, personally appeared, who acknowledged himself to be the Vice President/Chief Financial Officer of WBIN Media Company, Inc. a New Hampshire company, d/b/a WLNH, and that he, 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.

  
Notary Public/Justice of the Peace

DEBBIE L.S. ADAMS, Notary Public  
My Commission Expires January 27, 2015

# State of New Hampshire Department of State

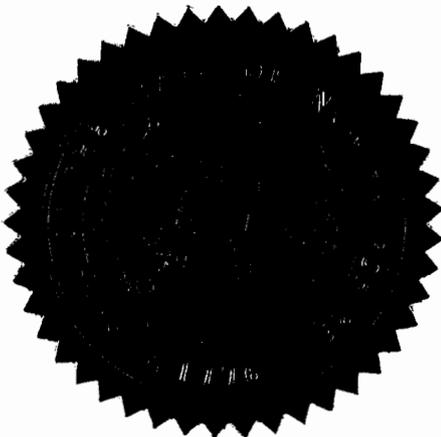
## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WBIN Media Co., Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 3, 2012. I further certify that all fees required by the Secretary of State's office have been paid and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21<sup>st</sup> day of February, A.D. 2013



William M. Gardner  
Secretary of State



**WBIN MEDIA CO., INC.**

**Unanimous Consent of Sole Director**

The undersigned, being the sole director of WBIN Media Co., Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Corporation"), does hereby consent that the following actions be taken without a meeting pursuant to New Hampshire RSA 293-A:8.21, such actions to be deemed taken effective as of February 26, 2013.

**RESOLVED:** That the Corporation enter a Lease Agreement ("Lease") with the State of New Hampshire acting through its Department of Resources and Economic Development ("DRED" or the "State") under authority of RSA 227-H:9, said Lease relating to an area in the DRED Communications Building and Tower at the summit of Belknap Mountain, Belknap State Forest, Gilford, New Hampshire, for use as a radio broadcasting site, together with access rights in common with others as described in said Lease, said Lease to be for a term of five (5) years with three (3) additional extensions of five (5) year terms each, said Lease to require annual rent of \$12,000.00 per year to increase 3% annually; and further

**RESOLVED:** That the Corporation authorizes and directs Mark M. Graham, as its Vice President and Chief Financial Officer, to execute and deliver the Lease and all related agreements, certificates, and other documents necessary and/or advisable to effectuate the Lease; and further

**RESOLVED:** That the Corporation hereby ratifies and confirms in all respects any and all actions heretofore or hereafter taken by such officer of the Corporation within the scope of the foregoing resolutions as the deeds and acts of the Corporation.

  
\_\_\_\_\_  
William H. Binnie, Sole Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/21/2013

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 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).

<b>PRODUCER</b> Ellis Agency Inc 196 York Street P.O. Box 380 York, Maine 03909	Phone : (207)363-7670 Fax : (207)363-1389	<b>CONTACT NAME:</b> Jonel Thames Leake <b>PHONE (A/C, No, Ext):</b> (207)363-7670 <b>E-MAIL ADDRESS:</b> jleake@ellisinsuranceagency.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> WBIN Inc 126 Daniel Street Suite 200 Portsmouth, NH 03801	<b>INSURER A :</b> Vigilant Insurance Company <b>NAIC #</b> 20397	
	<b>INSURER B :</b> Federal Insurance Company <b>NAIC #</b> 20281	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 146

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		35967203	5/17/2012	5/17/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ included
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	79881772	5/17/2012	5/17/2013	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					Total products	\$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

Tower at Mount Belknap, Gilford NH

**CERTIFICATE HOLDER****CANCELLATION**

Holder's Nature of Interest : Additional Interest

State of New Hampshire

 Dept of Resources and Economic Development  
 PO Box 1856  
 Concord, NH 03302-1856

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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