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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

June 30, 2015

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development through its Division of Parks and Recreation (DRED) to enter into a contract with CTI Towers, Franklin, MA (VC# 656084) in the amount of \$24,752 to complete a market analysis of annual rents assessed for existing communication leases at Mount Washington State Park upon Governor and Executive Council approval through December 31, 2015.

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon availability and continued appropriation of funds in the future operating budget:

	<u>FY2016</u>
03-35-35-350010-37420000	
Mt. Washington Commission (Parks Revolving Fund)	
103-502664 Contracts for Op. Services	\$24,752

EXPLANATION

In accordance with RSA 216-A:3-g, the Commissioner, through the Division of Parks and Recreation issued a Request for Qualifications (RFQ) (Attachment #1) dated April 3, 2015, in order to select a firm for providing appraisal services for completing a market analysis of annual rents assessed for existing communication leases at Mount Washington State Park. This action is recommended by the Mount Washington Commission established under RSA 227-B.

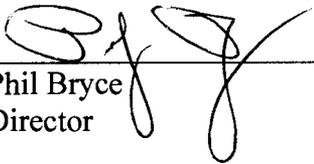
A selection committee was established by the Director of the Division of Parks and Recreation which reviewed the only two proposals received. Both firms were invited to an interview by the committee on May 5, 2015. A composite score of the presentations is included as Attachment #2, and upon the interviews the committee unanimously recommended CTI Towers.

DRED is confident that CTI Towers will be able to complete a full market analysis of the lease annual rents, including determining a pricing matrix specific to Mount Washington, which was a recommendation of an internal process review conducted by the Audit Division of the Office of Legislative Budget Assistant in 2013.

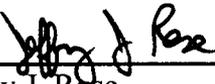
The Attorney General's Office has reviewed and approved this contract as to form, substance, and execution.

Respectfully submitted,

Concurred,



Phil Bryce
Director



Jeffrey J. Rose
Commissioner

State of New Hampshire
Department of Resources & Economic Development
Division of Forests and Lands

REQUEST FOR QUALIFICATIONS (RFQ)

**To Complete a Market Analysis of Annual Rents Assessed for Existing
Communication Leases at Mount Washington State Park**

I. SCHEDULE

RFQ issue date	April 3, 2015
Statement of Qualifications due date	April 16, 2015 by 4 p.m.
Interviews of short listed candidates	April 30, 2015
Contract award	May 14, 2015, tentative*
Governor & Council review & approval	June 2015, tentative*
Anticipated appraisal analysis start date	July 1, 2015, tentative*
Appraisal Report submittal date	Sept 13, 2015, tentative*

II. INVITATION

Appraisal firms are invited to submit a Statement of Qualifications for providing a market analysis of the tenant annual rents currently being assessed for twenty one (21) Communications Program Leases at the summit of Mount Washington State Park, Sargent's Purchase, NH. The selected firm shall demonstrate the ability to research, analyze and report on, to "Best Business Practices and Uniform Appraisal Practices" (USPAP) standards, comparative pricing trends for communications tower leases in the Northeastern U.S., and shall provide current "market rent" values for such leases as specifically applied to the summit of Mount Washington.

III. SCOPE OF WORK

- Determination of the "market rent" values for the 21 tenant Leases on the summit of Mount Washington in Sargent's Purchase, NH, through research and analysis of comparative pricing and pricing trends for communications tower leases in the Northeastern U.S., to USPAP standards. The determination of the "market rent" values for the tenant Leases shall account for the attributes afforded by the specific location of the summit of Mount Washington in Sargent's Purchase, NH.
- Provide a "pricing matrix" for rental rates for typical equipment operating at Mount Washington.
- Determine the impact on the rental rate in the event that DRED staff is providing monitoring and maintenance support on behalf of the tenant.
- Provide recommendations for rental rates and rental rate adjustment formulas, including contract annual escalators and power consumption costs.

IV. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

- A. Description of services to be provided: Include a letter describing how the firm would approach this appraisal assignment, a project timeline, and the invoicing system and fee payment schedule. *Do not make a fee proposal in your Statement of Qualifications.*
- B. Experience: Provide a description of the firm's experience in appraising unique subjects or other assignments which would provide the State with valuable insight to the firm's understanding of the scope of this project. Provide resumes of the firm members who would work on this assignment.
- C. List of Projects: Provide a list and brief description of projects completed by the firm in the last 10 years which are similar or relevant to this project.
- D. References: Provide at least three (3) clients who will provide a reference for your firm. Include the name and telephone number of the contact person.

VI. HOW TO SUBMIT

Submit three (3) copies of the Statement of Qualifications to:

Division of Forests and Lands
Department of Resources and Economic Development (DRED)
Attn: Bill Carpenter, Administrator – Tower Communications Program

Mailing Address:

DRED
PO Box 1856
Concord, NH 03302-1856

Physical Address:

172 Pembroke Road
Concord, NH 03301

Statements of Qualifications should be delivered in a sealed envelope labeled: "Qualifications to Complete a Market Analysis of Annual Rents Assessed thru Current Communication Leases at Mount Washington State Park." Submittals shall not be returned, and may be subject to public disclosure under the NH Right-to-Know laws.

For more information, contact:

Bill Carpenter
Tel: 603 271 3456
Email: William.Carpenter@dred.nh.gov

VII. EVALUATION PROCEDURE

Statements of Qualifications will be reviewed by a selection committee which will be composed of the Communications Program Administrator, an appraiser from the NH Department of Revenue Administration and a member of the Mount Washington Commission. Other members may be added to the committee at the discretion of the DRED Director of the Division of Parks and Recreation.

The selection committee reserves its right to reject any submissions that are incomplete or did not meet the submission deadline. From review of the submissions received, the selection committee will designate a short list of the most suitable candidates. Usually the short list has 3 candidates but the number selected is at the discretion of the committee. The short listed candidates will be invited to be interviewed in person. The interview date will be Thursday, April 30, 2015, conducted at DRED's office in Concord.

Firms will be ranked by the selection committee in order of preference based on the following criteria with each category weighted in the scoring as indicated:

- Proposed services and approach to completing the assignment 40 points max
- Experience of the firm and the project team with similar or relevant projects accomplished 35 points max
- Ability of the project team to work with DRED Program staff, based upon references and interviews 25 points max

VIII. AWARD OF THE CONTRACT*

Since this is a qualifications-based consultant selection process, the short listed candidates will be ranked in order of preference without consideration of the consultant's fee requirements. After the candidates have been ranked, fee negotiations will be initiated with the top-ranked candidate. If agreement on the fee amount can be reached, a contract will be issued for signatures and forwarded to the Governor and Executive Council (G&C) for approval after which the project can commence. If no agreement is reached or G&C approval is denied, negotiations with that candidate will be terminated and negotiations will be opened with the next highest ranked candidate. This process will continue until an agreement is reached and approved, or the Director of Parks and Recreation exercises his right to reject any or all proposals and terminate the selection process.

Attachment 2

INTERVIEW SCORING COMPILATION

May 5, 2015

Interview Team: Bill Carpenter (DRED)
Mike Pelchat (DRED)
Mark Ericson (Mt Washington Commission)

Vendor Interviewed:

Total Score:

CTI Towers, Inc
Tilson

89.2%
77.4%

Results: CTI Towers selected to provide quote

Note: Scoring sheets attached



CTI TOWERS

OFFICE
38 Pond St.
Suite 305
Franklin, MA 02038

PHONE
508-440-5780
Extension 201

EMAIL
tpeduto@ctitowers.com

May 21, 2015

Mr. Bill Carpenter
Administrator – Tower Communications Program
Division of Forests & Lands
Dept. of Resources and Economic Development
P.O. Box 1856
172 Pembroke Rd.
Concord, NH 03302-1856

Dear Mr. Carpenter:

I am writing to update my letter dated May 18, 2015, providing a quote to complete the market analysis of annual rents for existing communication leases at Mt. Washington, State Park.

CTI understands the quote is based upon the original RFQ that was issued April 3, 2015.

As you will see on the attached sheet, the project costs, for the scope of work outlined in the RFQ is \$24,751.65. This cost includes an employee coming to the state office to procure all lease documentation for the subject property. The pricing also includes an electronic copy of the full report and recommendations. Also as part of this project, CTI agrees to present its finds and recommendations to you, and your team, at an in person meeting at your offices in Concord. Should the State request a bound copy of the report, CTI will produce the bound copy at cost, with no markup, for the State

If you would like to discuss this quote further, please do not hesitate to contact me. Once approved, and upon a written work authorization from the State, we will commence work. Based upon the schedule we have built, CTI anticipates the submission of the report eight weeks from the date of the work authorization.

We look forward to working with you on this project and remain confident that upon completion, you will have a full assessment of the market rates for the different types of wireless and broadcast users.

Sincerely yours,

Anthony F. Peduto
Chief Executive Officer

**Market Analysis of Annual Rents Assessed for Existing Communication Leases at Mt.
Washington State Park**

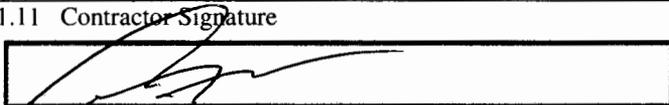
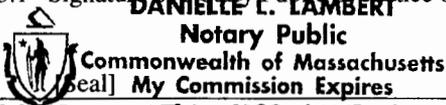
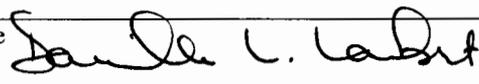
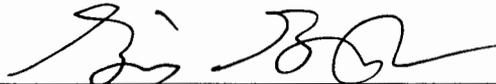
<u>Department/Service</u>	<u>Hourly</u>	<u>Leases</u>	<u>Approx Time</u>	<u>Total Hours</u>	<u>Total \$</u>
State office visit - procure leases	\$20.00	22	8.0	24.0	\$480.00
Lease Admin	\$30.00	22	1.5	33.0	\$990.00
Lease Admin (Equip discrepancies)	\$30.00	22	1.0	22.0	\$660.00
Legal	\$175.00	10	2.0	20.0	\$3,500.00
Operations (on site)	\$60.00		8.0	16.0	\$960.00
Operations - Field Audit Reviews	\$60.00	22	1.0	22.0	\$1,320.00
Field Audit/Tower Climb		Bid Quotes			\$13,000.00
Subtotal					\$20,430.00
Travel					\$1,000.00
Overhead and Administrative Support					\$3,321.65
Total					\$24,751.65

Subject: Market Analysis of Annual Rents of Mt. Washington Communication Leases FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name CTI Towers Vendor Code # 656084		1.4 Contractor Address 38 Pond Street, Suite 305, Franklin, MA 02038	
1.5 Contractor Phone Number 508-440-5780	1.6 Account Number 10-37420000-103-502664	1.7 Completion Date December 31, 2015	1.8 Price Limitation \$24,752.00
1.9 Contracting Officer for State Agency Bill Carpenter - Lands Administrator		1.10 State Agency Telephone Number 603-271-2214	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Anthony F. Peduto - Chief Executive Officer	
1.13 Acknowledgement: State of <u>MASS</u> , County of <u>NORFOLK</u> On <u>JUNE 19, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  DANIELLE L. LAMBERT Notary Public Commonwealth of Massachusetts My Commission Expires August 29, 2019		 COMM. EXPIRES 08/29/2019	
1.13.2 Name and Title of Justice of the Peace DANIELLE L. LAMBERT, PARALEGAL			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose - Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 7/6/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 6/19/15

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor 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:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 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.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 4/19/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor 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 Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, 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 shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



EXHIBIT A

SERVICES

The contractor shall submit to the Department of Resources and Economic Development (the State), a market analysis of annual rents assessed for existing communication leases at Mount Washington State Park (the "Report"), including the following scope of work:

- Determination of the "market rent" values for all (our records indicate 21) tenant Leases on the summit of Mount Washington in Sargent's Purchase, NH, through research and analysis of comparative pricing and pricing trends for communications tower leases in the Northeastern U.S., to USPAP standards. The determination of the "market rent" values for the tenant Leases shall account for the attributes afforded by the specific location of the summit of Mount Washington in Sargent's Purchase, NH.
- Provide a "pricing matrix" for rental rates for typical equipment operating at Mount Washington.
- Determine the impact on the rental rate in the event that DRED staff is providing monitoring and maintenance support on behalf of the tenant.
- Provide recommendations for rental rates and rental rate adjustment formulas, including contract annual escalators and power consumption costs.

The Report shall be delivered to the State on, or before December 31, 2015.

EXHIBIT B

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

The State covenants and agrees:

1. To pay the contractor for the services provided as described in Exhibit A, an amount not to exceed \$24,752.00. The contractor agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the making of the Report under the Contract or Agreement and the attachments hereto. Payment to be made by the State on the following schedule upon receipt of the contractor's billing in triplicate and an original and one copy of the Report done in accordance with the referenced requirements:
 - a. One hundred percent (100%) of the sum total of the contract within 30 days of delivery of the original Report, subject to review and acceptance by the State, and submission of a bill in triplicate.

EXHIBIT C

Section 14.1.1 "Insurance", shall be modified to \$1,000,000 per occurrence.

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 CTI Towers Assets II, LLC a(n) Delaware limited liability company registered to do business in New Hampshire on June 4, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June, A.D. 2015

A handwritten signature in cursive script, appearing to read 'William M. Gardner'.

William M. Gardner
Secretary of State

CTI TOWERS, INC.

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF MEETING**

DATED: July 1, 2015

The undersigned, being all of the directors of CTI Towers, Inc., a Delaware corporation (the “**Company**”), do hereby consent in writing pursuant to the Delaware General Corporation Law, that the following resolutions shall have the same force and effect as if duly adopted at a meeting of the Board of Directors of the Company (the “**Board**”), duly held and called in accordance with the Bylaws of the Company:

State of New Hampshire

WHEREAS, the Board has determined it to be advisable to and in the best interests of the Company for its wholly owned subsidiary, CTI Towers Assets II, LLC (“**CTI LLC**”), to enter into an agreement with the State of New Hampshire (the “**State**”) to provide a market analysis of rental agreements for the State’s telecommunications agreements located on Mount Washington attached hereto as **Exhibit A** (the “**Agreement**”); and

NOW THEREFORE, BE IT:

RESOLVED, that the Agreement and the proposed market analysis review by CTI LLC on the terms set forth in the Agreement, are hereby approved; and it is

FURTHER RESOLVED, that the officers of the Company are hereby severally authorized and directed, on behalf of the Company, to execute and deliver the Purchase Agreement, with such changes as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof; and it is

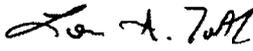
FURTHER RESOLVED, the officers of the Company are hereby severally authorized and directed, for and on behalf of the Company, to execute and deliver any and all other agreements, certificates or documents required or contemplated by the Agreement in order to consummate the transactions contemplated thereby or deemed necessary or appropriate in connection therewith, and to take all actions deemed necessary or appropriate to cause the Company’s obligations thereunder to be performed.

Enabling Resolution

RESOLVED, that the proper officers of the Company are hereby severally authorized and directed, in the name of and on behalf of the Company, to execute and deliver all such additional agreements, certificates, instruments and documents and to do or cause to be done all such further acts and things as may be necessary, appropriate or advisable to carry out the intent of the foregoing resolutions, and the execution by any one of the proper officers of any of the foregoing or the doing of any such act or thing shall be conclusive evidence of a determination in that respect and approval thereof.

* * *

IN WITNESS WHEREOF, the undersigned, as the directors of the Company, have executed this written consent as of the date first written above.

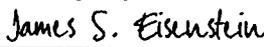
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Louis A. Toth

7/6/2015
Date

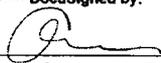
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519047799B174DE
David Zilberman

7/2/2015
Date

DocuSigned by:

116C81358A157
James Eisenstein

7/2/2015
Date

DocuSigned by:

9B47FF47-2A86-45A2-B13C-7E6B40BC2682
Anthony T. Peduto

7/2/2015
Date

