JAN 11 '21 PM 4:00 RCVD

YAR 20

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

December 23, 2020

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

REQUESTED ACTION

1. Pursuant to RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to enter into a **Retroactive** amendment to an existing lease agreement with Cellco Partnership d/b/a Verizon Wireless of Basking Ridge, New Jersey for equipment and antenna space in designated areas at Milan Hill in Milan Hill State Park, by exercising a lease renewal option from January 1, 2020 through December 31, 2025, with the option to extend the lease for 2 additional five year periods, and to modify the equipment list to allow additional equipment within the leased premises, effective upon Governor and Executive Council (G&C) approval. The original lease agreement was approved by G&C on 7/22/2015, Item #72 and the first amendment was approved by G&C on 9/18/2019, Item #63.

2. Further authorize DNCR to accept annual rental payment revenue. The annual rental payments include a 3% annual increase detailed in the terms of the Lease Amendment.

   Revenue will be posted to 03-035-035-351010-86820000-403073 "Communication Sites Ops", as follows:

Contract Year	Class-Account	Class- Account Title	Annual Rent Amount
2021	008-403073	Agy - Income Mt Top Tower Fund	$28,728.00
2022	008-403073	Agy - Income Mt Top Tower Fund	$29,589.84
2023	008-403073	Agy - Income Mt Top Tower Fund	$30,477.48
2024	008-403073	Agy - Income Mt Top Tower Fund	$31,391.76
2025	008-403073	Agy - Income Mt Top Tower Fund	$32,333.52
		Total:	$152,520.60

EXPLANATION

On July 19, 2019, the lease was transferred to Cellco Partnership d/b/a Verizon Wireless. They have requested to exercise a lease renewal option and to further amend the lease and associated exhibit to allow additional equipment within the leased premises. The initial lease amount for this amendment has been increased to include additional rent for the new equipment being requested. The rent is further increased in subsequent years by 3% each year as outlined in the lease terms. The amendment for the lease extension was not returned by the vendor in time to seek approval at an earlier Governor and Executive Council meeting therefore **Retroactive** approval is being sought.

Cellco Partnership d/b/a Verizon Wireless is a limited liability company organized under the laws of the State of Delaware in good standing with the State of New Hampshire. This is the second amendment to the

original lease. The first amendment was the result of a minor change in lease terms and a correction to an exhibit. It also documented assignment of the lease from Great North Woods Wireless, LLC to Wireless Partners, LLC.

The Attorney General's office has reviewed and approved the Lease Amendment as to form, substance, and execution.

Respectfully submitted,

Patrick D. Hackley
Director

Concurred,

Sarah L. Stewart
Commissioner

SECOND AMENDMENT TO LEASE AGREEMENT

Cellco Partnership d/b/a Verizon Wireless
MILAN HILL
MILAN HILL STATE PARK
MILAN, NH

CRITICAL DATES / TERM / RENT
(for State use only)

DEFINITION	DATE
Term Effective Date:	Jan 01, 2021
Billing Commencement Date:	Jan 01, 2021
Term and Initial Annual Rent: 5 years. $28,728.00 subject to an annual 3% escalation	

This Second Amendment to Lease Agreement (the "Amendment") is by and between the State of New Hampshire acting by and through its Department of Natural and Cultural Resources (the "State") having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 and Cellco Partnership d/b/a Verizon Wireless (the "Lessee") having a mailing address of One Verizon Way; Mail Stop 4AW100, Basking Ridge, New Jersey 07920

Whereas the Lease (defined below) was issued to Great North Woods Wireless and assigned to Wireless Partners LLC in August of 2017 and assigned again in August 2019 to Cellco Partnership d/b/a Verizon Wireless ; and

Whereas, pursuant to the Lease Agreement last executed on July 6, 2015 (hereinafter called the "Original Lease"), for which the original five (5) year term with three 5-year extensions was approved by Governor and Executive Council on 22-Jul-2015 as item 72, when the State agreed to lease certain areas within and upon the top of **Milan Hill**, located in **Milan Hill State Park**, NH, according to the terms and conditions specified in the Lease and in consideration of payment by the Lessee of certain sums specified therein; and

Whereas the Original Lease was amended on July 8, 2019 (hereinafter called the "First Amendment") and approved by the Governor and Executive Council as item 63 on their 18-Sep-2019 meeting (the Original Lease and First Amendment hereinafter collectively called the "Lease"; and

Whereas, the Lessee has given notice in writing to the State of its intent to extend the Lease for another 5-year period with 2 additional 5-year extension options and the State is agreeable to providing such extension option, subject to the approval of Governor and Executive Council;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Lease as set forth herein, the State and Lessee hereby agree to amend the Lease for a second time as follows:

1. Exhibit D is hereby deleted in its entirety and replaced by Exhibit D-1, attached hereto.

2. **SECTION II. ENTRY AND USE OF LEASED PREMISES** is hereby deleted in its entirety and replaced with the following:

   The Lessee shall be permitted to enter and use the Leased Premises as a wireless communication site. The Lessee shall not be permitted to use the Leased Premises for any other purpose except by prior written approval of the State. The State shall have the right to request identification of any and all individuals representing the Lessee who seek access to the Property under the terms of the Lease and to deny access to the Property by certain individuals identified, if necessary.

The State shall be notified forty eight (48) hours before the start of work, or planned maintenance, at the Leased Premises, which work or planned maintenance shall be performed only the during normal business hours, Monday thru Friday between 8 a.m. and 4 p.m., however; unexpected/emergency repairs may be made immediately at any time, with notice of such actions being made to the State within twenty four (24) hours following such unexpected/emergency repairs.

Access Notifications should be made via phone to:

Communications Technician
NH Division of Forests and Lands
172 Pembroke Road
Concord NH 03301
Office: (O)603-271-2214

3. **SECTION IV. ACCESS LIMITATION** is hereby deleted in its entirety and replaced with the following:

Access to Milan Hill is by the existing road which is not maintained for vehicular traffic in the winter. Snowmobile access is permitted when adequate snow cover conditions exist. Adequate snow cover is defined as that quantity and quality of snow that will allow safe travel without damage to the road, hiking trail or the forest environment.

The Lessee will be held responsible for damage to State land resulting from improper motorized access to Milan Hill State Park by the Lessee, or their agents.

4. **SECTION V. RENT – OTHER CONSIDERATION** is hereby deleted in its entirety and replaced with the following:

Lessee shall pay as consideration for the rights herein granted, an initial Twenty Eight Thousand Seven Hundred and Twenty Eight dollars and Zero cents ($28,728.00) per year to be paid in equal monthly installments of $2,394.00 on the first day of the month in advance to State. The first monthly payment shall be due on the Billing Commencement Date set forth on the first page of this document. On every anniversary of the Billing Commencement Date, rent shall increase by 3% over the prior year's annual rental amount.

Lease payment shall be by check made payable to "Treasurer, State of New Hampshire" and delivered to "Business Office, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301" on the Billing Commencement date for this Lease, and monthly thereafter, throughout the term of this Lease.

The State agrees that the Lessee shall be entitled to connect their Facilities to the State's emergency backup power generator. The Lessee's cost for its use of the generator shall be its share of the cost of fuel, determined and invoiced by the State based on the percentage of power drawn by Lessee's Facilities, compared with the power drawn by all other components and devices powered by the generator.

Lessee also agrees to pay for its pro-rated share of electricity used to power the Lessee's authorized facilities, as invoiced by the State. Payment shall be due to the State within thirty

(30) days of the date of the State's invoice, made payable to "Treasurer, State of New Hampshire", and delivered to "Business Office, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301.

Lessee shall continue to make monthly rental payments in the amount of $1,513.81 throughout the current term of the Lease that expires December 31, 2020, unless sooner terminated in accordance with the provisions hereof.

5. **SECTION VI. TERM** is hereby deleted in its entirety and replaced with the following:

The parties acknowledge and agree that Lessee shall have and hold the Leased Premises throughout the current term of the Lease that expires December 31, 2020, unless sooner terminated in accordance with the provisions hereof.

The Lessee shall have and hold the Leased Premises for a term of five (5) years, commencing on January 01, 2021 (the "Commencement Date"), and ending on December 31, 2025, unless sooner terminated in accordance with the provisions of this Lease.

The Lease may be extended for two (2) additional five (5) year terms, provided the Lessee has: (1) Given notice in writing to the State of its intent to extend the Lease at least six (6) months prior to the expiration date of the then-current term; and (2) Signed an amendment to the Lease for the new 5 year term subject to a review and renegotiation, if necessary, to stay current with the fair market value of the fee paid for consideration and the annual escalator specified in Section V and (3) Obtained Governor and Executive Council approval.

6. **SECTION XII. COMMUNICATION SITE POLICY – TECHNICAL REQUIREMENTS** is hereby deleted in its entirety and replaced with the following:

The Lease is granted subject to the State of New Hampshire Department of Natural and Cultural Resources "Policy on Use and Management of DNCR Communication Facilities" adopted November 7, 1989, and last revised in July 2017, a copy of which is attached herewith, made a part hereof, and is marked Exhibit "A".

All communications equipment and appurtenances shall be installed in compliance with the "State of New Hampshire Department of Natural and Cultural Resources Technical Requirements for Use of Communication Sites" adopted June 30, 1995, and last revised in July, 2017, a copy of which is attached herewith, made a part hereof, and is marked Exhibit "B".

7. **SECTION XIX. NOTICES** is hereby deleted in its entirety and replaced with the following:

All notices, demands, requests and other communications required by the 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:
The State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, New Hampshire 03301
Attn: Administrator, Land Management Bureau

or at such other address of the State from time to time may have designated by written notice to the Lessee. Such notice shall be deemed properly given upon the posting in the United States mail.

(b) The Lessee:
Cellco Partnership d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

or at such other address as the Lessee from time to time may have designated by written notice to the State. Such notice shall be deemed properly given upon the posting in the United States mail.

8. **SECTION XXV. DEFAULT – THE LESSE'S RIGHT TO CURE – TERMINATION - RESTORATION** is hereby deleted in its entirety and replaced with the following:

In the event there is a default by the Lessee with respect to any of the provisions of the 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 fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days whose length of time shall be agreed upon by the parties, 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 effect 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 failure of the Lessee to act to cure the default within the specified time periods shall be just cause for termination of the Lease.

The Lessee shall have the unilateral right to terminate the Lease at any time by giving ninety (90) day written notice to the State of the exercise by the Lessee of this option.

The State shall have a unilateral right of termination in the event Lessee fails to operate its Facilities in compliance with law, including, as applicable, within FCC emission exposure guidelines. The State shall provide ninety (90) days notice to Lessee that a termination is necessary due to the foregoing, unless some shorter time period is deemed reasonably necessary by the State to avoid damage to people, property or equipment. The State shall allow Lessee to relocate the Facilities in a suitable alternative area, if available and if allowable under laws and State policies in place at that time. The Lessee shall not be entitled to any damages as a result of any such termination.

The Lessee, upon termination of the Lease, shall, within sixty (60) days (or ninety (90) days if there are extenuating circumstances, such as, weather conditions, and the Lessee obtains permission from the Director of Forests and Lands) of termination, remove all of its equipment, personal property and all fixtures from the Property 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 after termination of the Lease, the Lessee shall pay rent at 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.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

FOR THE LESSEE:

Cellco Partnership d/b/a Verizon Wireless

DocuSigned by:
Keith D Murray

Dec 22, 2020

Keith Murray
Director – Network Field Engineering
New England
Duly Authorized

Date

FOR THE STATE:

Department of Natural and Cultural Resources

Sarah Stewart

January 6, 2021

Sarah L. Stewart
Commissioner

Date

Approved as to Form, Substance and Execution:

1/8/2021

~~Asst.~~ Attorney ~~General~~
Michael Haley

Date

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2020

EXHIBIT D-1

STATE OF NEW HAMPSHIRE

Department of Resources and Economic Development
Communications Sites Program

SITE: Milan Hill State Park
Organization: Cellco Partnership d/b/a Verizon Wireless
Contact Number: 207-232-0000

EQUIPMENT INVENTORY

Tower Mounted Equipment:

Six (6) Commscope Panel Antennas – Model # NHH-65B-R2B @ 110 ft. AGL – ACL
Three (3) Samsung RRU's – Model # B5/B13 RRH-BR04C @ 110 ft. AGL
Three (3) Samsung RRU's – Model # B2/B66A RRH-BR049 @ 110 ft. AGL
One (1) RayCap OVP Box – Model # RVZDC-6627-PF-48 @ 110 ft. AGL
One (1) 2" diameter Hybrid Cable – Hybriflex Model 12X24
Three (3) Commscope Antenna Mounts – Model # BSAMT @110 ft. AGL

Housed Equipment:

One (1) Radio Frame containing:

One (1) Emerson NetSure DC power system with 2 rectifiers
One (1) 7705 SAR-8 Nokia router
One (1) Samsung eNode B base station
One (1) Asentria 550 Siteboss alarm unit
Four (4) Powersafe 12V190F batteries

Signed: _____ Date: 6/15/2020

SUBMIT TO: Justin Bellen
Division of Forests and Lands
PO Box 1856
Concord, NH 03301 – 1856

Please see attached Construction Diagrams (Project: 50121487) for detailed information.

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

EXHIBIT A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

POLICY ON USE AND MANAGEMENT OF DNCR COMMUNICATION FACILITIES

Adopted Nov. 7, 1989
Revised April 15, 1998
Reviewed January 2, 2008
Revised January 1, 2014
Formatting/Name Revised July 24, 2017

Jeffrey J. Rose, Commissioner
172 Pembroke Road
Concord, N.H. 03301
State of New Hampshire
Department of Natural and Cultural Resources

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

POLICY ON USE AND MANAGEMENT OF DNCR 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 Natural and Cultural Resources (DNCR) administered land. At that time, the primary concerns were providing sites for future public communication needs and mitigating the visual impact of installations. New communication installations and renewals of existing permits were limited to public agencies. Requests for new communications installations by 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 was a concern for protecting the aesthetics and natural condition of the State's high peaks and ridges. Second was a concern regarding electronic interference and signal deterioration caused by the growing number of transmission and reception installations. Although there currently isn't a way to quantify the threshold below which a transmission signal becomes unacceptably weakened by neighboring users, each addition of equipment at a site has a negative effect. As the number of installations increased, so had the concern over maintaining signal integrity since most of the communications users at state-owned mountaintops were there for the purposes of public health and safety, law enforcement, national defense, and public information.

The third concern was the potential negative impact to public health from intense communications signals. The mountaintops were originally acquired and maintained for the visiting public and it was important to limit radio frequency radiation to levels safe for continued public use of the area.

In 2012, a review of the policy was prompted by DNCR's growing responsibility for over 167,000 acres of public land and an ever increasing demand to install or expand communications facilities on DNCR lands to enhance public safety and security, and to fulfill the public interest for commercial broadband internet access. In 2013, the Policy was revised to; a) provide new guidelines and processes for establishing new or expanded communication sites in locations beyond just mountaintops; b) allow for commercial communications applications and corresponding lease fees; and c) ensure that impacts from new or expanded communications flteilities to the land's traditional uses and purposes were minimized and mitigated.

As the result of a "Internal Control Review" of the Communications Program by the Office of Legislative Budget Assistant – Audit Division, a "Communications Program Manual" was developed. The Manual dovetails with the Policy and established procedures and protocols, including accountability of equipment and sites through a newly acquired database – ComSite,

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

and the billing and collecting of Program revenues through the State's new billing system -- LAWSON/NHFirst.

I. DEFINITIONS:

"Commissioner" shall mean the Commissioner of the Department of Natural and Cultural Resources (DNCR).

"Permit" shall mean any form of agreement, including licenses, special use permits, or leases issued by the Commissioner for use of a DNCR communication site.

"Private user" shall mean any person or business entity, including a non-profit organization, which is not a "public user" or "quasi-public user."

"Public user" shall mean a federal, state, county, or municipal agency or some governmental association thereof.

II. GOAL:

The ultimate goal for state-owned locations used for communications facilities, including mountaintops, is to have such areas cleared of all appurtenances and machinery, with the possible exception of observation platforms. This goal cannot be realized until the technology of electronic communications has advanced to where antennas and other electrical paraphernalia are outmoded. Until that time, the overall management objective for communications sites will be to give priority to transmission sites for communications critical to the public health, safety and welfare, while minimizing the aesthetic and environmental impacts of these communications facilities.

III. POLICY:

It is the policy of the Department of Natural and Cultural Resources to permit, when no other feasible alternative is available, controlled development of state-owned land under its jurisdiction for electronic communications necessary to public health, safety and welfare; and to facilitate, wherever possible, in the consolidation of commercial electronic communication networks across the state.

IV. GUIDELINES AND CONSIDERATIONS:

A. Values to Be Protected: Management of the communications sites on DNCR lands is intended to protect three distinct values deemed essential to the public interest:

1. *Aesthetics/natural condition and public use:* To maintain the natural and scenic character of an area. Communication facilities shall be installed so as to have the least physical disturbance or modification of the natural environment and minimal impact to the public enjoyment of these environments.

2. *Public health, safety and welfare:* To consider communications projects necessary and desirable to maintain or improve the health, safety and welfare interests of the public at large, as well as to reasonably safeguard the health and safety of visitors to communication sites.

3. *Electronic integrity:* To uphold the non-interference of communications signals and frequencies between communications systems and/or associated electrical devices.

B. Communication Site Designation: In order to articulate the use of DNCR properties for communications activities, the following site designations are hereby established for the purpose of describing existing assets and limitations that each site category may possess. All current and future sites will be classified by these designations:

1. *Multiple Use Sites ("MU ")* may allow for the full range of communication uses, so long as those uses are compatible with site conditions, typical management activities, traditional public use, and deed covenants, if any; and strive to minimize the aesthetic and environmental impacts. MU Sites typically contain electric power from off-site, phone capability, and usually have generator back-up capabilities. Infrastructure specific to communications can be erected at these sites (tower, building, etc.) provided such installations are in compliance with and meet the objectives of the other sections of this policy.

2. *Limited Use Sites ("LU")* have one or more limitations that prohibit the expansion of a LU Site. Limitations may include, but are not limited to: access issues; protection of special aesthetic or natural site conditions; lack of a power source, telephone, or fiber resources; public health or safety concerns; interference with other communication sites; or incompatibility with other primary uses of a particular site. These sites shall have restrictions placed upon them based upon their limiting factors.

3. *Restricted Use Sites ("RU")* are restricted communication sites and shall be limited to only those uses that are deemed a critical need for public health, safety or welfare; where the benefits derived from having the communication site outweigh the potential detriments to the values to be protected. Examples of restricted uses include those related to fire and rescue, law enforcement, emergency medical services, and/or emergency management. Such sites shall not be used for commercial activities or "for profit" purposes. Measures shall be taken to ensure that no alternatives sites exist, and that aesthetic and environmental impacts will be minimized or mitigated.

C. Approved, Designated DNCR Sites: The following specific DNCR sites are hereby designated by the Commissioner as "Communication Sites." The letter designation after each site indicates its current designation.

Belknap Mountain, Belknap Mountain State Forest (MU)

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

Blue Job Mountain, Blue Job State Forest (MU)

Cannon Mountain, Franconia Notch State Park (MU)

Cardigan Mountain, (RU)

Federal Hill, Federal Hill Fire Tower (LU)

Hampton Beach State Park, (RU)

Holden Hill, Coleman State Park (MU)

Hyland Hill, Hyland Hill State Forest (MU)

Jordan Hill, Walker State Forest (RU)

Kearsarge Mountain, Kearsarge Mountain State Forest (MU)

Magalloway Mountain (RU)

Milan Hill, Milan Hill State Park (MU)

Oak Hill, Oak Hill Fire Tower (MU)

Pack Monadnock Mountain, Miller State Park (MU)

Pitcher Mountain, Pitcher Mountain Fire Tower (MU)

Prospect Mountain, Weeks State Park (LU)

Mt. Sunapee, Mt. Sunapee State Park (MU)

Wantastiquet Mountain, Wantastiquet Mountain State Forest (MU)

Warner Hill, Warner Hill Fire Tower (MU)

Development of communications facilities at these sites shall be restricted to specific areas, as determined by the Commissioner.

V. APPLICATION FOR COMMUNICATIONS SITE USE:

A. Application for a communication site use will be filed with the Commissioner, Department of Natural and Cultural Resources and shall include the following information:

1. Demonstrated need for public health and safety, or for the public welfare interests served by commercial-service communications.

2. 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 to the site and access improvements.

3. Detailed specifications including type, frequency, size and proposed location of

receiving and/or transmission unit(s) and antenna(s).

4. Analysis of compatibility with existing facilities and equipment (intermod and structural analysis) and power requirements.

5. Written documentation that the installation meets the current ANSI standards for controlled and uncontrolled human exposure to radio frequency electromagnetic fields. Cumulative effects of the proposed installation together with the existing facilities shall be considered.

6. Power and access availability without major new development.

B. Applications for New Communications site designations will be filed with the Commissioner, Department of Natural and Cultural Resources and shall include the following process.

1. A description of alternative sites considered, including other DNCR-designated communication sites and locations on private property, and the results from an investigation that demonstrates why the alternative sites are not feasible.

2. Compatibility with long-range multiple use plans.

3. Aesthetic compatibility with surrounding environment.

4. Impact on aesthetic/natural and recreational resources, and efforts to minimize or mitigate such impacts.

5. Deed and/or property use restrictions.

Regional and Local Review: 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 and to the appropriate Regional Planning Commission in which the proposed site is located to provide an opportunity for public hearing(s), subject to the following:

I. DNCR will provide a public notification in a newspaper in general circulation in the area stating that a proposal for a new communication site designation has been sent to the municipality.

2. DNCR 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 DNCR; (3) landowners across which the State has deeded or written access rights to the site; and (4) donors of land which contains the site.

3. DNCR personnel and the applicant shall participate in any hearing(s) requested by the municipality or by the Regional Planning Commission.

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

4. DNCR 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.
5. Upon completion of the processes described in this section, applications for a new communication site shall be submitted to Governor and Executive Council for final approval.

6. Applications from public and private users shall be submitted to the local governing body by the applicant for approval under the municipality's Site Plan Review Regulation.

7. Application(s) for use permits or leases for new communication sites shall follow the same procedures as existing designated sites.

8. Application(s) for a new site, or modification or expansion of an existing site may be reviewed by the Communication Site Advisory Committee, as deemed necessary by the Commissioner.

9. Once a site has been officially designated, new users on the site can be processed by the DNCR communications office without review by the Advisory Committee, providing the new user doesn't significantly modify or alter the site, such as but not limited to adding buildings, extending the tower height or other buildings or structures, in which case it shall be reviewed by the Advisory Committee.

VI. CONSOLIDATION:

A. Towers and buildings: on each communication site will be consolidated and shared by site users in a manner striving for the following goals:

I. A single, expandable, low profile transmitter building serviced by a single, non-overhead utility line.

2. As few multiple-use, broadband 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; and accomplished through cooperative funding among users, contributions, or bonding.

3. Additions to, and modifications or relocation of, existing structures and equipment shall be compatible with the designated site plan for consolidation of facilities through shared use.

VII. ADVISORY COMMITTEE:

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

A. Communication Site Advisory Committee is established as an adjunct to the Commissioner's office. Technical advisors may serve as deemed necessary or desirable by the Committee. Committee membership shall include the following individuals or their designee:

Director, Division of Forests and Lands

Director, Division of Parks and Recreation

Director, Division of State Police

Executive Director, New Hampshire Fish & Game Department

President/Forester, Society for the Protection of New Hampshire Forests

Executive Director, Local Government Center

B. Purpose: The Advisory Committee is established for the purpose of advising the Commissioner on the following matters:

1. Designation of new communication sites, or modification to tower height, building size and/or expansion of existing sites if deemed necessary by the Commissioner.

2. Developing Plans for consolidation of facilities.

3. Policies, rules, and regulations for communication site management may be reviewed periodically

4. Recommended changes to policy, rules and regulations for communications site management may be made by Advisory Committee, Communications Site Committee, Communications Section Chief, or the Department and approved by the Commissioner.

VIII. MODIFICATION OR EXPANSION OF EXISTING SITES:

A. New or Expansion Proposals: Proposals for new or enlarged installations at designated communication sites, which are demonstrated to be in the overall interest of public health or safety will be given the highest priority. New users may be permitted subject to the following:

1. Can be accomplished without compromising the values to be protected under Section IV. A, and

2. Would result in a net improvement in onsite 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.

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

IX. INTERFERENCE:

A. New Installations: New installations/users shall not interfere with existing installations, users and functions. Where irreconcilable conflicts arise between "public user," 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.

B. Electronic Interference: 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 Communication Office within 10 working days of the complaint for review and recommendation for action by the Commissioner.

X. OTHER INSTALLATION REQUIREMENTS:

A. Additional considerations shall include:

1. Communication tower(s) on DNCR 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 tower structure exceed 180 feet in height.

2. All DNCR 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 Natural and Cultural Resources Technical Requirements For use of Communication Sites," and all grounding of equipment will meet Motorola's R-56 requirements.

7. Intermod Study is required of all new prospective users or a change of frequency by a current user.

8. Structural analysis may be required by new users and upgrades by current users.

9. An RF Study is required by all new users at all sites. Sites that are manned by volunteers or paid personnel require the RF Study to specifically reference and address the effects and risk to personnel from RF exposure.

XI. TENANT CATEGORIES (basis for annual rent):

The following table depicts the tenant categories and provides the degree of annual rent to be charged in order to occupy a DNCR communication site:

CATEGORY	ANNUAL RENT BASIS
NH State Entity	Beneficial Services (No Charge Tenants as of 1/1/2013)
Federal Entity	Administrative Fee ($1,000 as of 1/1/2013)
Government/Quasi-Government, Municipalities, County, Other State	Administrative Fee ($1,000 as of 1/1/2013)
Commercial	Fair Market Rent
Other	Fair Market Rent

XII. FEES:

A. Fair Market Value Rent: All new or renewed non-state tenant contracts (leases, permits, licenses) shall be assessed an annual fair market value rent (the Market Rent) or annual administrative fee(the Administrative Fee: based on beneficial services arrangements and/or other considerations) for each communications site, which shall be set by the Commissioner.

1. Items to be considered in determining the Market Rent or Administrative Fee will include:

   - Administration costs to the state.
   - User classification (public, quasi-public, private) and type of installation.
   - Prorated share of facilities maintenance.
   - Inventory of the equipment installed at the site.
   - Benefits accruing to the state as a result of joint installation.
   - Costs associated with installations at alternative locations on private property.
   - Market Rent values on comparable private communications sites.
   - Potential impacts to existing state park or state forest operations.
   - Public safety and/or quality of life considerations.

2. All communication installations on DNCR lands owned by or leased to non-public tenants shall be subject to local taxes, payable by the tenant.

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

XIII. AMENDMENTS:

The 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: _____ **Date:** 7/27/17

Jeffrey. J Rose, Commissioner
Department of Natural and Cultural Resources

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

Exhibit B

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

TECHNICAL REQUIREMENTS FOR USE OF COMMUNICATION SITES

Adopted June 30, 1995
Reviewed April 27, 2005
Revised February , 2014
Formatting/Name Revised July 24, 2017

Jeffrey J. Rose, Commissioner
172 Pembroke Road
Concord, N.H. 03301

DocuSign Envelope ID: 57453FBA-E9B8-49AE-B6BB-150B06192CB6

State of New Hampshire
Department of Natural and Cultural Resources
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 Natural and Cultural Resources (DNCR) communication sites as required by Item III.H.6 of the DNCR "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 DNCR 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)
   75 db (1000 MHz to 76 GHz)

B. A Bandpass cavity shall be used between each antenna and associated transmitter or combiner. A combiner, or duplexer will satisfy this requirement.

C. R.F. Devices including duplexers, isolators, cavities, switches, etc. shall be located inside grounded cabinets where physically possible. Open racks may be permitted on a site by site basis to fit specific needs.

D. Grounding to each cabinet and device shall be installed and comply with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.

E. Transmission lines entering enclosed equipment cabinets shall do so via bulkhead connectors. Type "N" bulkhead connectors shall be used above 54 MHz.

F. Power, telephone, network, or control lines shall be protected by grommets where they enter enclosed 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 or racks. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DNCR site manager prior to installation. Double shielded RG\58 (Belden 8268, etc.) may be used in external frequency reference and 1 PPS launch timing applications.

H. Ethernet cable (CAT5e, CAT6, etc.) shall be routed to not interfere or receive interference from RF equipment.

I. Ethernet cable (CAT5e, CAT6, etc.) shall be plenum rated for in shelter use and shielded/ outdoor rated when used outside of the shelter or on the tower.

J. Ethernet cable (CAT5e, CAT6, etc.), and telephone lines shall be grounded upon entry into the shelter from an outside source (tower mounted equipment, or telco lines) using a UL listed surge suppressor and shall be installed in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.

K. Microwave or PTP transceivers shall be secured to an open rack or mounted within an enclosed cabinet. Unsecured devices will not be permitted.

L. At no time will any equipment be mounted to an ice bridge or its support structure.

M. Microwave or PTP ODU (Outdoor Units) should be mounted as close to the antenna as possible.

Antenna System Requirements

A. Antenna systems must be approved by the DNCR 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 DNCR 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 meeting ANSI standard 62.1. Lightning protectors shall be connected to site ground system in accordance with current Standards and Guidelines for Communication Sites (R56) and NFPA 780: Standard for the Installation of Lightning Protection Systems.

*R.F. link antennas, control antennas, and Microwave Antennas will be assigned mounting positions as low on the tower as possible.

*Metal antenna mounting hardware and falling ice protection hardware will be hot dipped galvanized or stainless steel.

*Only solid copper jacketed coax cable will be permitted for antenna cable runs. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DNCR site manager prior to installation.

*Coax cable shall be individually attached to the tower legs or waveguide hangers. The location of coax cable runs will be assigned by the DNCR 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. Grounding kits and procedures must comply with current Standards and Guidelines for Communication Sites (R56).

*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 DNCR 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.

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 DNCR will require approval of the DNCR Site Manager.

C. Emergency generating equipment or battery backup units shall not be installed without approval of the DNCR Site Manager.

D. Each new transmitter and equipment cabinet will be connected to a separately fused AC outlet in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, 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 current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, and State Electrical codes.

Administrative Items

A. A frequency compatibility study must be performed prior to installation; it shall be done by an independent consulting firm, which has been approved by DNCR. 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 DNCR that they are causing harmful interference.

C. The DNCR 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 DNCR 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.

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 DNCR 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 DNCR 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 DNCR will arrange to have work completed and will bill the site user for this work.

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 CELLCO PARTNERSHIP a Delaware Partnership formed to transact business in New Hampshire on September 12, 1995. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: **233953**
Certificate Number: **0004950999**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of July A.D. 2020.

William M. Gardner
Secretary of State

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. By written consent dated March 19, 2015, the Board of Representatives of the Company adopted resolutions relating to signing authority and the authority to approve transactions, and that such resolutions are in full force and effect as of the date hereof; and

2. Keith D. Murray, Director – Network Field Engineering, is authorized, pursuant to the signing authorities adopted by the aforementioned resolution, to make, enter into, sign and deliver the Second Amendment to the Lease Agreement, Milan Hill, Milan Hill State Park, Milan, New Hampshire, by and between the State of New Hampshire, Department of Natural and Cultural Resources and the Company.

Dated: December 28, 2020

Karen M. Shipman
Assistant Secretary

STATE OF New Jersey)
) ss.:
COUNTY OF Hunterdon)

On the 28th day of December in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Karen M. Shipman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Arlene C. Bell
Notary Public

2515281v2

ARLENE C. BELL
Commission # 2047583
Notary Public, State of New Jersey
My Commission Expires
August 03, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:	American Home Assurance Co.	19380
INSURER D:	New Hampshire Insurance Company	23841
INSURER E:		
INSURER F:		

INSURED
Verizon Wireless, LLC
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES CERTIFICATE NUMBER: 570083887378 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, Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL1728890	06/30/2020	06/30/2021	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage is included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 4594298	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
				AOS				
A	X ANY AUTO			CA 4594299	06/30/2020	06/30/2021	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS			MA			BODILY INJURY (Per accident)	
A	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CA 4594300	06/30/2020	06/30/2021	PROPERTY DAMAGE (Per accident)	
				VA				
A				See Next Page	06/30/2020	06/30/2021		
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC045886576	06/30/2020	06/30/2021	X PER STATUTE / OTH-ER	
				AOS				
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N	N/A		WC045886575	06/30/2020	06/30/2021	E.L. EACH ACCIDENT	$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			CA			E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

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

RE: VZW: Cell Site: Milan Hill-1-NH, GL Location: 545553, Site Address: Milan Hill State Park, 72 Fire Tower Road, Milan, NH 03588. State of New Hampshire Dept. of Natural & Cultural Resources is included as an Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Natural & Cultural Resources
172 Pembroke Road
Concord NH 03301 USA

CANCELLATION

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

Aon Risk Services Northeast, Inc.

Holder Identifier:

Certificate No: 570083887378

©1988-2015 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000027366

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Verizon Wireless, LLC
POLICY NUMBER: See Certificate Numbe 570083887378	
CARRIER: See Certificate Numbe 570083887378 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES — If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				CA 4594301 NH - Primary	06/30/2020	06/30/2021		
A				CA 4594302 NH - Excess	06/30/2020	06/30/2021		
	WORKERS COMPENSATION							
B		N/A		WC045886579 NY	06/30/2020	06/30/2021		
B		N/A		WC045886577 FL	06/30/2020	06/30/2021		
D		N/A		WC045886578 MA,ND,OH,WI,WY	06/30/2020	06/30/2021		
B		N/A		WC045886574 NJ,TX,VA	06/30/2020	06/30/2021		

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

REFERENCE COPY
This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: BELL ATLANTIC MOBILE SYSTEMS LLC

ATTN: REGULATORY
BELL ATLANTIC MOBILE SYSTEMS LLC
5055 NORTH POINT PKWY, NR2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
KNLH255	
Radio Service	
CW - PCS Broadband	

FCC Registration Number (FRN): 0007845035

Grant Date	Effective Date	Expiration Date	Print Date
03-31-2017	11-06-2019	04-28-2027	

Market Number	Channel Block	Sub-Market Designator
BTA251	F	0

Market Name
Lewiston-Auburn, ME

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
04-28-2002			

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.716 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

FCC 601-MB
October 2017

Licensee Name: BELL ATLANTIC MOBILE SYSTEMS LLC

Call Sign: KNLH255 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

REFERENCE COPY
This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WPTB350	
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-28-2011	11-01-2016	08-22-2021	

Market Number	Channel Block	Sub-Market Designator
BTA251	C	1

Market Name
Lewiston-Auburn, ME

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
08-22-2006			

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WPTB350 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

REFERENCE COPY
This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRAM878	
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
11-30-2017	11-30-2017	11-29-2021	

Market Number	Channel Block	Sub-Market Designator
REA001	E	12

Market Name
Northeast

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRAM878 **File Number:** **Print Date:**

The license is subject to compliance with the provisions of the January 12, 2001 Agreement between Deutsche Telekom AG, VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation and the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), which addresses national security, law enforcement, and public safety issues of the FBI and the DOJ regarding the authority granted by this license. Nothing in the Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. Section 222(a) and (c)(1) and the FCC's implementing regulations. The Agreement is published at VoiceStream-DT Order, IB Docket No. 00-187, FCC 01-142, 16 FCC Rcd 9779, 9853 (2001).

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRAM878 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

REFERENCE COPY
This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NR2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRAM880	
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
11-30-2017	11-30-2017	11-29-2021	

Market Number	Channel Block	Sub-Market Designator
REA001	D	6

Market Name
Northeast

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

FCC 601-MB
October 2017

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRAM880 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

AUG20'19 PM 2:00 DAS

Yor 63

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Forests and Lands

172 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301
PHONE: 271-2214 FAX: 271-6488 WWW.NHDFL.ORG

July 09, 2019

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

REQUESTED ACTION

Pursuant to RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to amend its existing lease with Wireless Partners, LLC of Portland, Maine for equipment and antenna space in designated areas at Milan Hill in Milan Hill State Park effective upon Governor and Executive Council approval. The original lease agreement was approved by Governor and Executive Council on July 22, 2015, Item #72.

EXPLANATION

Wireless Partners, LLC has requested to amend the terms of its existing lease to allow replacement of its equipment within the leased premises with similar and comparable equipment if it does not increase tower loading. Wireless Partners, LLC will notify DNCR of any changes including dimensions and specifications. This amendment also updates the company name, which changed from Great Northwoods Wireless, LLC to Wireless Partners, LLC on 01-Sep-2017.

The lease amendment is subject to DNCR's "Policy on Use and Management of DNCR Communication Facilities" attached as Exhibit A and all installed communication equipment shall meet the guidelines set forth by DNCR's "Technical Requirements for the Use of Communication Sites" attached as Exhibit B.

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

Respectfully submitted,

Brad W. Simpkins
Director

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of the 8 day of July, 2019 (the "Effective Date"), by and between **The State of New Hampshire acting through its Department of Natural and Cultural Resources** ("Lessor") and **Wireless Partners, LLC**, a Maine limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Lessor (successor in interest to the New Hampshire Department of Resources and Economic Development) and Lessee (successor in interest to Great North Woods Wireless, LLC) are parties to that certain Lease Agreement dated July 6, 2015 (the "Agreement"), concerning certain property located in Milan Hill State Park in Milan, New Hampshire, as more fully described in the Agreement approved by the Governor and Executive Council on July 22, 2015, Item #72; and

WHEREAS, Lessor and Lessee desire to enter into this Amendment to modify the terms of the Agreement, as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. The Agreement is hereby amended by deleting the reference to "**Exhibit E**" in Section III.c and inserting "**Exhibit D**" in lieu thereof.

3. The Agreement is hereby further amended by inserting the following new Section XXVI:

> XXVI. **EQUIPMENT REPLACEMENT**. Notwithstanding anything herein to the contrary, (i) Lessee shall have the right to replace its equipment with similar and comparable equipment within the leased premises provided said replacement does not increase tower loading, and (ii) such replacement shall not require the consent of Lessor or the execution of an amendment to this Agreement, (iii) Lessee shall provide a Notice to Lessor identifying the dimensions and specifications of each new and existing equipment prior to the replacement.

4. The Agreement is hereby further amended by deleting Exhibit A and Exhibit B in their entirety and replacing them with Exhibit A and Exhibit B attached hereto, and each is hereby deemed to be attached to and incorporated in the Agreement.

5. Effective Date of the Amendment: This amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval

is withheld, this document shall become null and void, with no further obligation or recourse to either party.

6. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against, Lessor and Lessee in accordance with its terms. All covenants, terms and obligations of the Agreement not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

7. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all or which together shall constitute one and the same instrument, and may be delivered via facsimile or electronic transmission.

[Balance of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LESSOR:

The State of New Hampshire acting through its Department of Natural and Cultural Resources

By: _____
Name: Sarah L. Stewart
Title: Commissioner

LESSEE:

Wireless Partners, LLC

By: _____
Name: Robert J. Roche
Title: CEO & President

STATE OF ~~NEW HAMPSHIRE~~ Maine
COUNTY OF ~~COOS~~ Cumberland

The foregoing instrument was acknowledged before me this 8 day of July 2019 by Robert Roche in his capacity as CEO + President of Wireless Partners, LLC.

ANDREA CAHILL
Notary Public - Maine
My Commission Expires
January 25, 2021

_____
NOTARY PUBLIC/JUSTICE OF PEACE
My Commission expires: 1/25/21

Approved as to form, Substance, and Execution:

_____ 8/6/19
Assistant Attorney General Date

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2019

4844-7460-7923v1
2928948-000016

Exhibit A

State of New Hampshire Department of Natural and Cultural Resources Policy of Use and Management of Mountaintops for Communication Facilities

[See attached.]

EXHIBIT A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

POLICY ON USE AND MANAGEMENT OF DNCR COMMUNICATION FACILITIES

Adopted Nov. 7 1989
Revised April 15, 1998
Reviewed January 2, 2008
Revised January 1, 2014
Formatting/Name Revised July 24, 2017

Jeffrey J. Rose, Commissioner
172 Pembroke Road
Concord, N.H. 03301
State of New Hampshire
Department of Natural and Cultural Resources

POLICY ON USE AND MANAGEMENT OF DNCR 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 Natural and Cultural Resources (DNCR) administered land. At that time, the primary concerns were providing sites for future public communication needs and mitigating the visual impact of installations. New communication installations and renewals of existing permits were limited to public agencies. Requests for new communications installations by 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 was a concern for protecting the aesthetics and natural condition of the State's high peaks and ridges. Second was a concern regarding electronic interference and signal deterioration caused by the growing number of transmission and reception installations. Although there currently isn't a way to quantify the threshold below which a transmission signal becomes unacceptably weakened by neighboring users, each addition of equipment at a site has a negative effect. As the number of installations increased, so had the concern over maintaining signal integrity since most of the communications users at state-owned mountaintops were there for the purposes of public health and safety, law enforcement, national defense, and public information.

The third concern was the potential negative impact to public health from intense communications signals. The mountaintops were originally acquired and maintained for the visiting public and it was important to limit radio frequency radiation to levels safe for continued public use of the area.

In 2012, a review of the policy was prompted by DNCR's growing responsibility for over 167,000 acres of public land and an ever increasing demand to install or expand communications facilities on DNCR lands to enhance public safety and security, and to fulfill the public interest for commercial broadband internet access. In 2013, the Policy was revised to; a) provide new guidelines and processes for establishing new or expanded communication sites in locations beyond just mountaintops; b) allow for commercial communications applications and corresponding lease fees; and c) ensure that impacts from new or expanded communications flteilities to the land's traditional uses and purposes were minimized and mitigated.

As the result of a "Internal Control Review" of the Communications Program by the Office of Legislative Budget Assistant – Audit Division, a "Communications Program Manual" was developed. The Manual dovetails with the Policy and established procedures and protocols, including accountability of equipment and sites through a newly acquired database – ComSite,

and the billing and collecting of Program revenues through the State's new billing system -- LAWSON/NHFirst.

I. DEFINITIONS:

"Commissioner" shall mean the Commissioner of the Department of Natural and Cultural Resources (DNCR).

"Permit" shall mean any form of agreement, including licenses, special use permits, or leases issued by the Commissioner for use of a DNCR communication site.

"Private user" shall mean any person or business entity, including a non-profit organization, which is not a "public user" or "quasi-public user."

"Public user" shall mean a federal, state, county, or municipal agency or some governmental association thereof.

II. GOAL:

The ultimate goal for state-owned locations used for communications facilities, including mountaintops, is to have such areas cleared of all appurtenances and machinery, with the possible exception of observation platforms. This goal cannot be realized until the technology of electronic communications has advanced to where antennas and other electrical paraphernalia are outmoded. Until that time, the overall management objective for communications sites will be to give priority to transmission sites for communications critical to the public health, safety and welfare, while minimizing the aesthetic and environmental impacts of these communications facilities.

III. POLICY:

It is the policy of the Department of Natural and Cultural Resources to permit, when no other feasible alternative is available, controlled development of state-owned land under its jurisdiction for electronic communications necessary to public health, safety and welfare; and to facilitate, wherever possible, in the consolidation of commercial electronic communication networks across the state.

IV. GUIDELINES AND CONSIDERATIONS:

A. Values to Be Protected: Management of the communications sites on DNCR lands is intended to protect three distinct values deemed essential to the public interest:

1. *Aesthetics/natural condition and public use:* To maintain the natural and scenic character of an area. Communication facilities shall be installed so as to have the least physical disturbance or modification of the natural environment and minimal impact to the public enjoyment of these environments.

2. *Public health, safety and welfare:* To consider communications projects necessary and desirable to maintain or improve the health, safety and welfare interests of the public at large, as well as to reasonably safeguard the health and safety of visitors to communication sites.

3. *Electronic integrity:* To uphold the non-interference of communications signals and frequencies between communications systems and/or associated electrical devices.

B. Communication Site Designation: In order to articulate the use of DNCR properties for communications activities, the following site designations are hereby established for the purpose of describing existing assets and limitations that each site category may possess. All current and future sites will be classified by these designations:

1. *Multiple Use Sites ("MU ")* may allow for the full range of communication uses, so long as those uses are compatible with site conditions, typical management activities, traditional public use, and deed covenants, if any; and strive to minimize the aesthetic and environmental impacts. MU Sites typically contain electric power from off-site, phone capability, and usually have generator back-up capabilities. Infrastructure specific to communications can be erected at these sites (tower, building, etc.) provided such installations are in compliance with and meet the objectives of the other sections of this policy.

2. *Limited Use Sites ("LU")* have one or more limitations that prohibit the expansion of a LU Site. Limitations may include, but are not limited to: access issues; protection of special aesthetic or natural site conditions; lack of a power source, telephone, or fiber resources; public health or safety concerns; interference with other communication sites; or incompatibility with other primary uses of a particular site. These sites shall have restrictions placed upon them based upon their limiting factors.

3. *Restricted Use Sites ("RU")* are restricted communication sites and shall be limited to only those uses that are deemed a critical need for public health, safety or welfare; where the benefits derived from having the communication site outweigh the potential detriments to the values to be protected. Examples of restricted uses include those related to fire and rescue, law enforcement, emergency medical services, and/or emergency management. Such sites shall not be used for commercial activities or "for profit" purposes. Measures shall be taken to ensure that no alternatives sites exist, and that aesthetic and environmental impacts will be minimized or mitigated.

C. Approved, Designated DNCR Sites: The following specific DNCR sites are hereby designated by the Commissioner as "Communication Sites." The letter designation after each site indicates its current designation.

Belknap Mountain, Belknap Mountain State Forest (MU)

Blue Job Mountain, Blue Job State Forest (MU)

Cannon Mountain, Franconia Notch State Park (MU)

Cardigan Mountain, (RU)

Federal Hill, Federal Hill Fire Tower (LU)

Hampton Beach State Park, (RU)

Holden Hill, Coleman State Park (MU)

Hyland Hill, Hyland Hill State Forest (MU)

Jordan Hill, Walker State Forest (RU)

Kearsarge Mountain, Kearsarge Mountain State Forest (MU)

Magalloway Mountain (RU)

Milan Hill, Milan Hill State Park (MU)

Oak Hill, Oak Hill Fire Tower (MU)

Pack Monadnock Mountain, Miller State Park (MU)

Pitcher Mountain, Pitcher Mountain Fire Tower (MU)

Prospect Mountain, Weeks State Park (LU)

Mt. Sunapee, Mt. Sunapee State Park (MU)

Wantastiquet Mountain, Wantastiquet Mountain State Forest (MU)

Warner Hill, Warner Hill Fire Tower (MU)

Developthent of communications facilities at these sites shall be restricted to specific areas, as determined by the Commissioner.

V. APPLICATION FOR COMMUNICATIONS SITE USE:

A. Application for a communication site use will be filed with the Commissioner, Department of Natural and Cultural Resources and shall include the following information:

1. Demonstrated need for public health and safety, or for the public welfare interests served by commercial-service communications.

2. 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 to the site and access improvements.

3. Detailed specifications including type, frequency, size and proposed location of

receiving and/or transmission unit(s) and antenna(s).

4. Analysis of compatibility with existing facilities and equipment (intermod and structural analysis) and power requirements.

5. Written documentation that the installation meets the current ANSI standards for controlled and uncontrolled human exposure to radio frequency electromagnetic fields. Cumulative effects of the proposed installation together with the existing facilities shall be considered.

6. Power and access availability without major new development.

B. Applications for New Communications site designations will be filed with the Commissioner, Department of Natural and Cultural Resources and shall include the following process.

1. A description of alternative sites considered, including other DNCR-designated communication sites and locations on private property, and the results from an investigation that demonstrates why the alternative sites are not feasible.

2. Compatibility with long-range multiple use plans.

3. Aesthetic compatibility with surrounding environment.

4. Impact on aesthetic/natural and recreational resources, and efforts to minimize or mitigate such impacts.

5. Deed and/or property use restrictions.

Regional and Local Review: 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 and to the appropriate Regional Planning Commission in which the proposed site is located to provide an opportunity for public hearing(s), subject to the following:

1. DNCR will provide a public notification in a newspaper in general circulation in the area stating that a proposal for a new communication site designation has been sent to the municipality.

2. DNCR 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 DNCR; (3) landowners across which the State has deeded or written access rights to the site; and (4) donors of land which contains the site.

3. DNCR personnel and the applicant shall participate in any hearing(s) requested by the municipality or by the Regional Planning Commission.

4. DNCR 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.
5. Upon completion of the processes described in this section, applications for a new communication site shall be submitted to Governor and Executive Council for final approval.

6. Applications from public and private users shall be submitted to the local governing body by the applicant for approval under the municipality's Site Plan Review Regulation.

7. Application(s) for use permits or leases for new communication sites shall follow the same procedures as existing designated sites.

8. Application(s) for a new site, or modification or expansion of an existing site may be reviewed by the Communication Site Advisory Committee, as deemed necessary by the Commissioner.

9. Once a site has been officially designated, new users on the site can be processed by the DNCR communications office without review by the Advisory Committee, providing the new user doesn't significantly modify or alter the site, such as but not limited to adding buildings, extending the tower height or other buildings or structures, in which case it shall be reviewed by the Advisory Committee.

VI. CONSOLIDATION:

A. Towers and buildings: on each communication site will be consolidated and shared by site users in a manner striving for the following goals:

1. A single, expandable, low profile transmitter building serviced by a single, non-overhead utility line.

2. As few multiple-use, broadband 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; and accomplished through cooperative funding among users, contributions, or bonding.

3. Additions to, and modifications or relocation of, existing structures and equipment shall be compatible with the designated site plan for consolidation of facilities through shared use.

VII. ADVISORY COMMITTEE:

A. Communication Site Advisory Committee is established as an adjunct to the Commissioner's office. Technical advisors may serve as deemed necessary or desirable by the Committee. Committee membership shall include the following individuals or their designee:

Director, Division of Forests and Lands

Director, Division of Parks and Recreation

Director, Division of State Police

Executive Director, New Hampshire Fish & Game Department

President/Forester, Society for the Protection of New Hampshire Forests

Executive Director, Local Government Center

B. Purpose: The Advisory Committee is established for the purpose of advising the Commissioner on the following matters:

1. Designation of new communication sites, or modification to tower height, building size and/or expansion of existing sites if deemed necessary by the Commissioner.

2. Developing Plans for consolidation of facilities.

3. Policies, rules, and regulations for communication site management may be reviewed periodically

4. Recommended changes to policy, rules and regulations for communications site management may be made by Advisory Committee, Communications Site Committee, Communications Section Chief, or the Department and approved by the Commissioner.

VIII. MODIFICATION OR EXPANSION OF EXISTING SITES:

A. New or Expansion Proposals: Proposals for new or enlarged installations at designated communication sites, which are demonstrated to be in the overall interest of public health or safety will be given the highest priority. New users may be permitted subject to the following:

1. Can be accomplished without compromising the values to be protected under Section IV. A, and

2. Would result in a net improvement in onsite 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.

IX. INTERFERENCE:

A. New Installations: New installations/users shall not interfere with existing installations, users and functions. Where irreconcilable conflicts arise between "public user," 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.

B. Electronic Interference: 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 Communication Office within 10 working days of the complaint for review and recommendation for action by the Commissioner.

X. OTHER INSTALLATION REQUIREMENTS:

A. Additional considerations shall include:

1. Communication tower(s) on DNCR 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 tower structure exceed 180 feet in height.

2. All DNCR 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 Natural and Cultural Resources Technical Requirements For use of Communication Sites," and all grounding of equipment will meet Motorola's R-56 requirements.

7. Intermod Study is required of all new prospective users or a change of frequency by a current user.

8. Structural analysis may be required by new users and upgrades by current users.

9. An RF Study is required by all new users at all sites. Sites that are manned by volunteers or paid personnel require the RF Study to specifically reference and address the effects and risk to personnel from RF exposure.

XI. TENANT CATEGORIES (basis for annual rent):

The following table depicts the tenant categories and provides the degree of annual rent to be charged in order to occupy a DNCR communication site:

CATEGORY	ANNUAL RENT BASIS
NH State Entity	Beneficial Services (No Charge Tenants as of 1/1/2013)
Federal Entity	Administrative Fee ($1,000 as of 1/1/2013)
Government/Quasi-Government, Municipalities, County, Other State	Administrative Fee ($1,000 as of 1/1/2013)
Commercial	Fair Market Rent
Other	Fair Market Rent

XII. FEES:

A. Fair Market Value Rent: All new or renewed non-state tenant contracts (leases, permits, licenses) shall be assessed an annual fair market value rent (the Market Rent) or annual administrative fee(the Administrative Fee: based on beneficial services arrangements and/or other considerations) for each communications site, which shall be set by the Commissioner.

1. Items to be considered in determining the Market Rent or Administrative Fee will include:

   - Administration costs to the state.
   - User classification (public, quasi-public, private) and type of installation.
   - Prorated share of facilities maintenance.
   - Inventory of the equipment installed at the site.
   - Benefits accruing to the state as a result of joint installation.
   - Costs associated with installations at alternative locations on private property.
   - Market Rent values on comparable private communications sites.
   - Potential impacts to existing state park or state forest operations.
   - Public safety and/or quality of life considerations.

2. All communication installations on DNCR lands owned by or leased to non-public tenants shall be subject to local taxes, payable by the tenant.

XIII. AMENDMENTS:

The 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: _____ **Date:** 7/27/17

Jeffrey. J Rose, Commissioner
Department of Natural and Cultural Resources

Exhibit B

State of New Hampshire Department of Natural and Cultural Resources Technical Requirements for Use of Communication Sites

[See attached.]

Exhibit B

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

TECHNICAL REQUIREMENTS FOR USE OF COMMUNICATION SITES

Adopted June 30, 1995
Reviewed April 27, 2005
Revised February , 2014
Formatting/Name Revised July 24, 2017

Jeffrey J. Rose, Commissioner
172 Pembroke Road
Concord, N.H. 03301

State of New Hampshire
Department of Natural and Cultural Resources
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 Natural and Cultural Resources (DNCR) communication sites as required by Item III.H.6 of the DNCR "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 DNCR 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)
   75 db (1000 MHz to 76 GHz)

B. A Bandpass cavity shall be used between each antenna and associated transmitter or combiner. A combiner, or duplexer will satisfy this requirement.

C. R.F. Devices including duplexers, isolators, cavities, switches, etc. shall be located inside grounded cabinets where physically possible. Open racks may be permitted on a site by site basis to fit specific needs.

D. Grounding to each cabinet and device shall be installed and comply with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.

E. Transmission lines entering enclosed equipment cabinets shall do so via bulkhead connectors. Type "N" bulkhead connectors shall be used above 54 MHz.

F. Power, telephone, network, or control lines shall be protected by grommets where they enter enclosed 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 or racks. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DNCR site manager prior to installation. Double shielded RG\58 (Belden 8268, etc.) may be used in external frequency reference and 1 PPS launch timing applications.

H. Ethernet cable (CAT5e, CAT6, etc.) shall be routed to not interfere or receive interference from RF equipment.

I. Ethernet cable (CAT5e, CAT6, etc.) shall be plenum rated for in shelter use and shielded/ outdoor rated when used outside of the shelter or on the tower.

J. Ethernet cable (CAT5e, CAT6, etc.), and telephone lines shall be grounded upon entry into the shelter from an outside source (tower mounted equipment, or telco lines) using a UL listed surge suppressor and shall be installed in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.

K. Microwave or PTP transceivers shall be secured to an open rack or mounted within an enclosed cabinet. Unsecured devices will not be permitted.

L. At no time will any equipment be mounted to an ice bridge or its support structure.

M. Microwave or PTP ODU (Outdoor Units) should be mounted as close to the antenna as possible.

Antenna System Requirements

A. Antenna systems must be approved by the DNCR 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 DNCR 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 meeting ANSI standard 62.1. Lightning protectors shall be connected to site ground system in accordance with current Standards and Guidelines for Communication Sites (R56) and NFPA 780: Standard for the Installation of Lightning Protection Systems.

*R.F. link antennas, control antennas, and Microwave Antennas will be assigned mounting positions as low on the tower as possible.

*Metal antenna mounting hardware and falling ice protection hardware will be hot dipped galvanized or stainless steel.

*Only solid copper jacketed coax cable will be permitted for antenna cable runs. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DNCR site manager prior to installation.

*Coax cable shall be individually attached to the tower legs or waveguide hangers. The location of coax cable runs will be assigned by the DNCR 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. Grounding kits and procedures must comply with current Standards and Guidelines for Communication Sites (R56).

*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 DNCR 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.

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 DNCR will require approval of the DNCR Site Manager.

C. Emergency generating equipment or battery backup units shall not be installed without approval of the DNCR Site Manager.

D. Each new transmitter and equipment cabinet will be connected to a separately fused AC outlet in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, 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 current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, and State Electrical codes.

Administrative Items

A. A frequency compatibility study must be performed prior to installation; it shall be done by an independent consulting firm, which has been approved by DNCR. 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 DNCR that they are causing harmful interference.

C. The DNCR 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 DNCR 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.

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 DNCR 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 DNCR 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 DNCR will arrange to have work completed and will bill the site user for this work.

EXHIBIT D.

EQUIPMENT INVENTORY

Milan HB — Site

Great North Woods Wireless — Organization

Contact Phone #

TOWER MOUNTED EQUIPMENT:
(Antenna Make, Model, Feed-line Type)
(Tower Make, Model and height)

APXVF18-C-I_753mhz_2_45
HYBRID Cable 1.25"

LOCATION:
(Mounted Elevation and Bearing on Structure)

110'

HOUSED EQUIPMENT:
(Make, Model, Serial Number, Tx/Rx Frequencies) Also List Back-up Power (Batteries or UPS)

~~ALU 6442 RRU 700U~~
~~TX 776-787 MHz OK~~
~~746-757 MHz~~

LOCATION – SHELTER:
(Rack or Cabinet Mounted)

Cabinet

Copy of FCC Licenses and ASR #

Signed:

Date:

5 Mill St Suite 320 Portland, ME 04103
Address

207-808-5002
Phone Number

SUBMIT TO: **Justin Bellen**
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

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 WIRELESS PARTNERS, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on November 01, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 759066
Certificate Number: 0004533176

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of June A.D. 2019.

William M. Gardner
Secretary of State

WIRELESS PARTNERS, LLC

June 26, 2019

Tracey Boisvert, Administrator
Land Management Bureau
NH DNCR - Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

To Whom It May Concern:

Please be advised that Robert J Parsloe is authorized, on behalf of Wireless Partners, LLC, Wireless Partners FN LLC and Wireless Partners Networks LLC (the "Company"), to execute any and all lease agreements and any documents pertaining to the lease agreements between the Company and the State of New Hampshire.

Very truly yours,

Robert J Parsloe
Manager/Chief Executive Officer

Michael J Harder
Manager/Chief Financial Officer

5 Milk Street, Suite 420, Portland, Maine 04101
5 Sheep Davis Road, Pembroke, NH 03275
(207) 808-5000

CERTIFICATE OF AUTHORITY TO EXECUTE DOCUMENTS

The undersigned hereby certifies that Robert J. Parsloe, Chief Executive Officer of Wireless Partners, LLC (the "Company"), is authorized to execute and deliver documents for the Company, including all those documents necessary for the amendment of the Lease Agreement dated July 6, 2015 by and between The State of New Hampshire acting through its Department of Natural and Cultural Resources and the Company.

Dated: July 8, 2019

Wireless Partners, LLC

By:_____
Benjamin Marcus, Esq.
Its: Registered Agent

WIREPAR-01 AJACKSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Varney Agency-Scarborough
283 US Route 1
Suite 1E, Box 6
Scarborough, ME 04074

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 883-8229 FAX (A/C, No): (207) 883-4752
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Insurance Co.	23515
INSURER B: Hanover Insurance Company	22292
INSURER C: Acadia Insurance Company	31325
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Wireless Partners LLC
Wireless Partners FN LLC
Wireless Partners Networks LLC
5 Milk Street, Suite 420
Portland, ME 04101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR			BKO68488104	1/19/2019	1/19/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO			BAS68488104	1/19/2019	1/19/2020	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB / X OCCUR			USO68488104	1/19/2019	1/19/2020	EACH OCCURRENCE	$	6,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	6,000,000
	DED / X RETENTION $ 10,000							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWS68488104	1/19/2019	1/19/2020	X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N [ ]	N/A				E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Directors & Officers			LHPD637755	7/11/2019	7/11/2020	Limit		1,000,000
C	INLAND MARINE			CIM5359592-10	11/4/2018	11/4/2019	EQUIPMENT		5,578,057

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire Department of Natural and Cultural Resources is listed as additional insured per written contract

CERTIFICATE HOLDER

State of New Hampshire/Department of Natural and Cultural Resources
172 Pembroke Rd
Concord, NH 03301

CANCELLATION

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
Amanda Jackson

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGL823 - VTel Wireless, Inc.

Call Sign	WQGL823	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	CMA548 - New Hampshire 1 - Coos	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	001710.00000000-001720.00000000 002110.00000000-002120.00000000

Dates

Grant	02/27/2007	Expiration	02/27/2022
Effective	01/27/2017	Cancellation	

Buildout Deadlines

1st 2nd

Notification Dates

1st 2nd

Licensee

FRN	0003645843	Type	Corporation

Licensee

VTel Wireless, Inc.
354 River Street
Springfield, VT 05156
ATTN Gordon L. Mathews

P:(802)885-7712
F:(802)885-4003
E:gmathews@vermontel.com

Contact

Wiley Rein LLP
Bennett Ross
1776 K St N.W.
Washington, DC 20006

P:(202)719-7524
F:(202)719-7049
E:bross@wileyrein.com

Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier, Non-Common Carrier, Private Comm	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

Great Northwoods Wireless, LLC

2017

Name Change to Wireless Partners LLC

Tracey B.

DrummondWoodsum
ATTORNEYS AT LAW

Benjamin E. Marcus
Admitted in ME, NH

207.253.0502 Direct
bmarcus@dwmlaw.com

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

RECEIVED
SEP 5 2017
By

Via First Class Mail

August 31, 2017

The State of New Hampshire
Department of Resources and Economic Development
172 Pembroke Road
Concord, NH 03301
Attn: Jeffrey J. Rose, Commissioner

Re: Lease of Communications Tower at Milan Hill, Milan, NH

Dear Commissioner Rose,

This firm represents Great North Woods Wireless, LLC, the leasee under that certain Lease Agreement dated July 6, 2015 with respect to the above referenced premises. Please be advised that the leasee has assigned all of its interest in the Lease to Wireless Partners, LLC, a Maine limited liability company qualified to do business in New Hampshire, pursuant to an Assignment effective as of September 1, 2017, a copy of which is enclosed. Wireless Partners, LLC and Great North Woods Wireless, LLC are under common ownership and control and therefore only notice of this assignment is required pursuant to the terms of the Lease.

Please be advised that the address of the new leasee is as follows:

5 Milk Street
Suite 420
Portland, ME 04101
Attn: Andrea Cahill

Do not hesitate to contact me should you have any questions or concerns.

Sincerely,

Benjamin E. Marcus

cc: Andrea Cahill, Wireless Partners, LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT
(TENANT'S INTEREST)
(Milan Hill, Milan, NH)

This Assignment and Assumption Agreement is made effective September 1, 2017 between Great North Woods Wireless, LLC ("Assignor") and Wireless Partners, LLC ("Assignee").

WHEREAS, Assignor is the lessee under that certain Lease Agreement dated as of July 6, 2015 with the State of New Hampshire acting through its Department of Resources and Economic Development as landlord with respect to certain space on a communications tower located at the summit of Milan Hill, Milan Hill State Park, Milan, New Hampshire (the "Lease"); and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire from Assignor all of Assignor's interest as lessee in and to said Lease; and

WHEREAS, it is the intention of the parties hereto that Assignor's interest in and obligations under the Lease be assigned to and assumed by Assignee as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which the parties hereto hereby acknowledge and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Assignment and Assumption of Lease. Assignor hereby sells, transfers, conveys, grants and assigns to Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Lease. Assignee hereby accepts such assignment and assumes, and agrees to punctually pay and perform, all obligations, liabilities and responsibilities of Assignor under the Lease, effective as of the date of this Agreement.

2. Representations and Indemnification.

2.1. Assignor's Representations. Assignor warrants and represents to Assignee that the Lease is in full force and effect. Assignor has furnished Assignee with true, accurate and complete copies of the Lease, and to the best knowledge of Assignor, Assignor is not in default under the Lease, as of the date hereof.

2.2. Assignor's Indemnity. Assignor hereby agrees to defend, indemnify and hold harmless Assignee with respect to any and all claims, expenses, liabilities, damages and losses which Assignee or any of its members or managers may hereafter incur or suffer as a result of Assignor's failure, prior to the date hereof, to fulfill any of its duties or obligations arising under the Lease.

2.3. Assignee's Indemnity. Assignee hereby agrees to defend, indemnify and hold harmless Assignor and its managers and members with respect to any and all claims, expenses, liabilities, damages and losses which Assignor or any of its managers and members

may hereafter incur or suffer as a result of Assignee's failure, on or after the date hereof, to fulfill any of its duties or obligations arising as Tenant under the Lease.

3. Notice to Landlord. Assignee shall notify the Landlord under the Lease of the transfer and assignment of tenant's interest in the Lease. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, without the assumption of any additional liability therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to fully evidence the assignment contained herein and to enable Assignee, and its successors and assigns, to fully realize and enjoy the rights and interest assigned hereby.

4. Miscellaneous.

4.1. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4.2. Recording. The parties agree that this Agreement shall be recorded in the Coos County Registry of Deeds.

4.3. Governing Law. This Agreement shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument as of the date first above written.

Witness

Great North Woods Wireless, LLC

By: _____
Robert J. Parsloe, President

Witness

Wireless Partners, LLC

By: _____
Robert J. Parsloe, President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. August 29 2017

Personally appeared the above-named Robert J. Parsloe, President of Wireless Partners LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Wireless Partners LLC

Before me,

ANDREA CAHILL
Notary Public - Maine
My Commission Expires
January 25, 2021

Notary Public/~~Attorney-at-Law~~
Print Name: Andrea Cahill

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. August 29, 2017

Personally appeared the above named Robert J. Parsloe, President of Great North Woods Wireless, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Great North Woods Wireless. LLC.

Before me,

ANDREA CAHILL
Notary Public - Maine
My Commission Expires
January 25, 2021

~~Attorney at Law~~/Notary Public
Print Name: Andrea Cahill

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 Great North Woods Wireless LLC is a New Hampshire limited liability company formed on November 6, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 11th day of August, A.D. 2015

William M. Gardner
Secretary of State

Great Northwoods Wireless, LLC

2015

Lease

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

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

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

July 1, 2015

Approved 7-22-15
#72

REQUESTED ACTION

1) Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Forest and Lands (DRED) to enter into a Lease Agreement (the Lease) with Great North Woods Wireless, a limited liability corporation organized under the laws of the State of New Hampshire and having its place of business at 100 International Drive, Portsmouth, New Hampshire 03801 (GNWW), for equipment and antenna space in designated areas at Milan Hill State Park for a five (5)-year period effective upon Governor and Executive Council approval, with the option to renew for three (3) additional 5-year periods subject to Governor and Executive Council approval.

2) Further authorize DRED to accept annual rental payments of $16,140.00 for year one, $16,634.20 for year two, $17,122.93 for year three, $17,636.61 for year four, and $18,165.71 for year five. The rental fees are based on a 3% yearly increase detailed in the terms of each Lease. The rental payments will be deposited into accounting unit #03-35-35-351010-86820000 "Tower Fund".

EXPLANATION

GNWW is a wireless provider company in "good standing" in New Hampshire, that wishes to begin providing wireless service to the eastern Coos County area. GNWW is a trusted, proven provider of carrier-grade wireless telecommunication solutions. GNWW designs, builds, owns and operates advanced 4G cellular networks for unserved and underserved rural markets. These essential services support better economic opportunities, safer communities, and provide high-speed broadband internet access. Total fiscal revenue over the initial 5 year period will total $85,699.45.

The Lease is subject to the "State of New Hampshire, Department of Resources and Economic Development Policy on Use and Management of Mountaintops for Communications Facilities". All installed communications equipment shall meet the guidelines set forth by the "State of New Hampshire, Department of Resources and Economic Development Technical Requirements for the Use of Communication Sites."

Your approval is subject to final approval of the Leases as to form, substance and execution by the Office of the Attorney General.

Respectfully submitted,

for
Jeffrey J. Rose
Commissioner

LEASE AGREEMENT

with

Great North Woods Wireless LLC
Milan Hill
Milan Hill State Park
Milan, New Hampshire

THIS LEASE AGREEMENT (the "Lease"), is made and entered into on this 6th day of July, 2015, by and between the State of New Hampshire acting through its Department of Resources and Economic Development, having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 ("the State"), under authority of RSA 227-H:9, and Great North Woods Wireless, a limited liability corporation organized under the laws of the State of New Hampshire and having its place of business at 100 International Drive, Portsmouth, New Hampshire 03801 (the "Lessee").

PURPOSE: The purpose of the Lease is to provide for the use and possession by the Lessee of certain areas within and upon the real property and improvements thereon (the "Property") known as the top of Milan Hill, located in Milan Hill State Park, according to the terms and conditions set forth below.

-WITNESSETH THAT-

I. LEASED PREMISES

the State, for and in consideration of the covenants and agreements hereinafter contained and made on the part of the Lessee, does hereby grant, demise and lease to the Lessee:

a. Certain space at the recommended band levels if feasible on a communication tower located at the summit of Milan Hill, Milan Hill State Park, Milan , New Hampshire;
b. Also certain floor space, not to exceed one (1) 19" equipment rack, in the Equipment Building for the installation of equipment cabinets;
c. Also, the right to install and maintain non-overhead electric and telephone lines to the Equipment Building and antenna cables from the Equipment Building to the communication tower, and a communication tower/Equipment Building grounding system.
d. Together with the right in common with the public and others entitled thereto to use the roadways and hiking trails on Milan Hill as a means of passing and repassing from the State Park maintained portion of Fire Tower Road to the summit for the transportation of equipment and personnel in connection with the installation, operation and maintenance of the authorized facilities.

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

No additional facilities shall be allowed without prior written permission of the State.

II. ENTRY AND USE OF LEASED PREMISES

The Lessee shall be permitted to enter and use the Leased Premises as a wireless communication site. The Lessee shall not be permitted to use the Leased Premises for any other purpose except by prior written approval of the State. The State shall have the right to request identification of any and all individuals representing the Lessee who seek access to the Property under the terms of the Lease and to deny access to the Property by certain individuals identified, if necessary.

III. AUTHORIZED FACILITIES

The Lessee is authorized to have the following facilities on the Property

a. Antennas attached to the tower, in accordance with all applicable approvals from and requirements of federal, state and local authorities; and
b. Conduits with electrical and telephone lines inside said conduits to be placed within the Equipment Building to said antennas and from their nearest available connection points to the Equipment Building; and
c. The list of equipment located in the Equipment Building will be attached as Exhibit "E"; and
d. Together with all lines, anchors, connections and such appurtenant and accessory devices as required for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy (collectively, the "Facilities").

No additional facilities shall be allowed without written permission of the State, which shall not be unreasonably withheld or delayed.

IV. ACCESS LIMITATION

Due to the Nansen Ski Trail System, access to the site is by the existing road which is not maintained for vehicular traffic in the winter. Snowmobile access is permitted when adequate snow cover conditions exist. Adequate snow cover is defined as that quantity and quality of snow that will allow safe travel without damage to the road, hiking trail or the forest environment.

The Lessee/Permittee will be held responsible for damage to State land resulting from improper motorized access to the Communication Site by the Lessee/Permittee, or their agents.

V. RENT - OTHER CONSIDERATION

The Lease shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total monthly rental of **Thirteen Hundred and Forty Five Dollars ($1,345.00), subject to a Three Percent (3%) Annual Escalator**, to be paid in equal monthly installments on the first day of the month, in advance, to the State or to such other person, firm or place as the State may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section XIX below. The Lease shall commence based upon the date the Lessee commences installation of the Facilities on the Property, or on the **first day of January,**

2016, whichever occurs first. In the event the date of commencing installation of the Facilities is determinative and such date falls between the 1st and 15th of the month, the Lease shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Lease shall commence on the 1st day of the following month (either of the foregoing or **January 1, 2016,** if applicable, being the "Commencement Date"). The Lessee shall provide written notice to the State of the date it commences installation of the Facilities on the Property. The State and the Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by the Lessee until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, the Lessee shall send to the State the rental payments for January 1 and February 1, by February 1. On every Commencement Date, including throughout any annual renewal, the annual rent shall increase by three percent (3%).

If the Lease is renewed for successive 5-year term(s) pursuant to the provisions of the Lease herein, on every anniversary of the Commencement Date, the renewal term rent shall increase by three percent (3%) from the prior year's annual rental amount.

Rent payment shall be by check made payable to "Treasurer, State of New Hampshire," delivered to Business Office, Department of Resources and Economic Development, 172 Pembroke Road, Concord, NH 03301, beginning on the Commencement Date (as described above), and monthly thereafter, throughout the term of the Lease. Upon agreement of the parties, the Lessee may pay rent by electronic funds transfer and in such event, the State agrees to provide to the Lessee bank routing information for such purpose upon request of the Lessee.

Prior to the Commencement Date, the State grants to the Lessee, its contractors, agents, employees and assigns, including a surveyor, a right of entry and license to enter upon the Property and to conduct site assessments and tests that the Lessee may reasonably deem appropriate in order to evaluate the Property for the Lessee's potential placement of attachment locations for antennas upon the State's tower as well as development of the Lessee's assigned area within the State's Equipment Building. The Lessee shall take precautions to minimize the impact of any work on the Property. The Lessee must coordinate any entry or activity on the Property in advance with the State's Agent. The Lessee agrees to comply with all local, state and federal laws, rules and ordinances applicable to the work, and further agrees to exercise due care in the performance of all work on the Property. The Lessee shall be responsible for determining the location of all underground utilities prior to the commencement of any work. The Lessee, its contractors, agents, employees or assigns shall not make or cause to be made any governmental filings regarding the Property without the prior written consent of the State. Notwithstanding any other provisions in the Lease, the provisions of this Section shall survive the expiration or termination of the Lease. The Lessee shall restore the Property to its existing condition, reasonable wear and tear excepted, and shall indemnify and hold harmless the State from all loss, costs, injury or damage to persons including death, or property arising out of the Lessee's employees, agents, assigns or contractor's actions with respect to entry upon the Property pursuant to this right of entry. The Lessee shall continuously maintain in full force and affect a policy of Commercial General Liability insurance in amounts specified in Section XIII below, covering the Lessee's work and operations at the Property. The Lessee shall deliver to the State a certificate of insurance evidencing said coverage and naming the State as an additional insured prior to entering the Property.

The State agrees that the Lessee shall be entitled to connect its Facilities to the emergency backup power generator; the Lessee's sole cost for its use of the generator shall be its share of the cost of fuel, determined based on the percentage of power drawn by the Lessee's Facilities, compared with the power drawn by all other components and devices powered by the generator. The Lessee agrees to pay for the electricity use by their equipment.

The Lessee also agrees to provide beneficial internet access for the State owned radio shack and cabin on site.

VI. TERM

Subject to the foregoing limited access and use license, the Lessee shall have and hold the Leased Premises for a term of five (5) years, commencing on Commencement Date and ending on the fifth (5th) anniversary of such date, unless sooner terminated in accordance with the provisions hereof.

The 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 of each term, subject to a review and renegotiation, if necessary to stay current with the fair market value, of the fee paid for consideration and the three percent (3%) annual escalator fee. Governor and Council approval shall be required for each five year (5) term extension.

VII. TAXES

The Lessee shall pay, in addition to any other payments provided hereunder, all taxes and all fees, assessments and other costs or expenses now or hereafter imposed by any government authority, directly in connection with the Lessee's equipment or use of the Leased Premises. In addition, the Lessee shall pay that portion, if any, of the personal property taxes or other taxes directly attributable to the Lessee's equipment. The Lessee shall pay any increase in real estate taxes levied against the Leased Premises and the Lessee's equipment directly attributable to the Lessee's use and occupancy of the Lease Premises. Pursuant to 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.

The Lessee shall make payment of such taxes, fees, and assessments to the State or such government authority as has invoiced taxes, fees, and assessments, within thirty (30) days of the date of invoice. Failure of the Lessee to pay the duly assessed real estate and/or personal property taxes, fees and assessments when due shall be cause to terminate the Lease by the State provided written notice has been given the Lessee by the party assessing the tax and sixty (60) days have elapsed from the date of the receipt of notice by the Lessee and no payment has been made.

VIII. RIGHT TO LEASE - COMPLIANCE WITH LAW

The State represents that it has the full right, title, interest, power and authority to enter into the Lease and to let the Leased Premises for the term herein granted. The Lessee shall comply with all applicable federal and state laws, rules and regulations in connection with the operation of the Lease.

IX. QUIET ENJOYMENT-INSPECTION

The Lessee, upon the payment of the rent herein provided, and upon the performance of all of the terms of the 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.

Provided however, the Lessee agrees that the State or any of its duly authorized agents may with reasonable notice to the Lessee, inspect any and all the Lessee Property located on the Leased Premises during usual business hours; and

The Lessee understands and hereby accepts that other leasehold tenants occupy the Property which may result in possible inconvenience when another lessee is doing work coincidentally onsite.

X. MUTUAL NON-INTERFERENCE - CONFLICTS WITH RECREATIONAL USERS

The Lessee agrees to install radio equipment of the type and frequency which will not cause measurable interference to the State, other lessees of the premises or neighboring landowners. In the event the equipment of the Lessee causes such interference, and after the State has notified the Lessee of such interference, the Lessee will take all steps necessary to correct and eliminate the interference. Continued interference problems caused by the equipment of the Lessee shall be just cause for termination of the Lease subject to the provisions of Section XXV.

The State agrees that the State and any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the Lessee. In the event any such equipment of the State or of another tenant at the Property causes such interference, the State will see that the interfering party takes all steps necessary to correct and eliminate the interference.

The State covenants and agrees that it will not permit or allow the erection, installation or construction of any buildings, or structures, on any portion of its remaining land at the Property that will shield or obstruct or otherwise 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 to permit the erection, installation or construction of such structures. In no event however, shall the Lessee's compliance with such requests relieve the State of its obligation to see that the State or any other interfering party take all steps necessary to correct and eliminate any interference caused thereby. In addition, all reasonable precautions will be taken by the Lessee to ensure that there will be no conflict with the State's use, which can include the public's use of the Property including, but not limited to, obstructing access to the summit or viewpoints from the summit.

XI. ASSIGNMENT/SUBLEASE

The Lessee may not assign or transfer its rights under the Lease or sublease any portion of the Leased Premises to any third party without the express written permission of the State.

However, the interest of the Lessee under the Lease may be freely assigned in the following cases: (1) in connection with the transfer of the FCC authorization to operate a wireless communication system, so that the name and identity of the holder of the interest of the Lessee hereunder can be consistent with the name and identity of the holder of said FCC authorization; and (2) to principals, affiliates, subsidiaries of its principals, in each case of the Lessee, or to any entity which acquires all or substantially all of the assets of the Lessee in the New Hampshire market by reason of a merger, acquisition or other business reorganization.

XII. COMMUNICATION SITE POLICY-TECHNICAL REQUIREMENTS

The 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, and revised on January 1, 2014, a copy of which is attached herewith, made a part hereof, and is marked Exhibit "A".

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 revised in February, 2014, a copy of which is attached herewith, made a part hereof, and is marked Exhibit "B".

XIII. INDEMNIFICATION-LIABILITY INSURANCE

The Lessee shall indemnify and save 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:

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

However, nothing in this paragraph shall require the Lessee to indemnify the State against the willful or negligent actions by the State.

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 and certificates thereof 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 effective policy. The Lessee shall name the State as an additional insured on said insurance policy.

XIV. RISK OF LOSS - FIRE - CASUALTY

All property of every kind installed by the Lessee on the Leased Premises shall be 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 Lessee installed property. The Lessee shall be responsible for maintaining appropriate property insurance for its interest in the Leased Premises and property located thereon.

Should the existing Equipment Building on the Property be substantially damaged by fire, other casualty or act of God, then the State shall notify the Lessee as soon as it is able as to whether or not the State intends to rebuild the Equipment Building 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 signal of the Lessee. If the State elects not to rebuild the Equipment Building then the Lessee may, at its option, elect either to terminate the Lease or to rebuild on the same site, substitute structures of similar design and size as existed prior to the damage with the approval of the State, which shall not be unreasonably withheld.

The State shall not be obligated to rebuild or replace any building wholly or substantially destroyed by fire, flood, weather event, act of God, or other casualty. The State shall not be liable to Lessee for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to the Property, including but not limited to any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation.

XV. INSTALLATION AND MAINTENANCE - COST

All improvements installed by the Lessee at the Property for its sole benefit shall be at the expense of the Lessee, and subject to prior written approval by the State. During the term of the Lease, the Lessee will maintain such improvements installed by the Lessee on the Property in a safe and reasonable condition, and neat in appearance so as to minimize visual impact. The materials and design for the installation at the Property shall comply with all applicable federal, state and local laws, rules and approvals. The Lessee shall have all construction plans relating to the project at the Property approved by applicable federal, state and local governmental authorities having jurisdiction over construction and installation of cell facilities on the Property ("Governmental Authorities") prior to the commencement of such construction and installation.

It is understood and agreed that the ability of the Lessee to use the Property is contingent upon its obtaining, after the execution date of the Lease, all of the certificates, permits and other approvals that may be required by any Governmental Authority as well as a satisfactory building structural analysis, so as to permit the use by the Lessee of the Property as contemplated by the Lease. The State shall cooperate with the Lessee in its effort to obtain all required Governmental Authority approvals, and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by the Lessee. In the event that any of such applications

should be finally rejected or any certificate, permit, license or approval issued to the Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by the relevant Governmental Authority, or, in the event that the Lessee determines that the Property site is no longer technically compatible for the use contemplated by the Lease, or that the Lessee, in its sole discretion, will be unable to use the Property for its intended purposes, the Lessee shall have the right to terminate the Lease subject to 90-day written notice to the State. Notice of the exercise by the Lessee of its right to terminate shall be given to the State in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Lessee. All rentals paid to said termination date shall be retained by the State. Upon such termination, the Lease shall become null and void and, except as expressly provided in the Lease, the parties shall have no further obligations including the payment of money, to each other. The Lessee shall remove any and all of its property from the Property prior to termination of the Lease under this paragraph.

XVI. CONDITIONS - RENT ABATEMENT

The obligations of the Lessee hereunder, including the obligations to pay rent, are expressly conditioned upon and subject to the following:

(a) The continued authorization of the Lessee to use the Facilities for the purposes intended by the Lessee pursuant to all necessary approvals from Governmental Authorities relating to such use; and

(b) The continued retention by the State of good, clear, and marketable title to the Property underlying the Leased Premises, and such title remaining free from encumbrances and restrictions which would interfere with the use of the Leased Premises intended by the Lessee or would impair the ability of the Lessee to pledge the leasehold estate as collateral to secure debt financing.

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

XVII. LEASE RUNNING WITH THE LAND

The covenants, terms, conditions, provisions and understandings in the 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 AGREEMENT

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

XIX. NOTICES

All notices, demands, requests and other communications required by the 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:
The State of New Hampshire
Department of Resources and Economic Development
172 Pembroke Road
Concord, New Hampshire 03301
Attention: Jeffrey J. Rose, Commissioner (or duly appointed successor)

or at such other address of the State from time to time may have designated by written notice to the Lessee. Such notice shall be deemed properly given upon the posting in the United States mail.

(b) The Lessee:
Great North Woods Wireless LLC
100 International Drive
Portsmouth, NH 03801
Thomas Buckley (or designee)

or at such other address as the Lessee from time to time may have designated 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 the Lease may be modified or amended by written agreement between the Lessee and the State. The 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

The 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 the Lease or any application thereof shall be invalid or unenforceable, the remainder of the 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 the Lease Agreement, 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 - THE LESSE'S RIGHT TO CURE - TERMINATION - RESTORATION

In the event there is a default by the Lessee with respect to any of the provisions of the 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 fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days whose length of time shall be agreed upon by the parties, 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 effect 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 failure of the Lessee to act to cure the default within the specified time periods shall be just cause for termination of the Lease.

The Lessee shall have the unilateral right to terminate the lease at any time by giving ninety (90) day written notice to the State of the exercise by the Lessee of this option.

The Lessee, upon termination of the Lease, shall, within sixty (60) days of termination, remove all of its equipment, personal property and all fixtures from the Property 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 after termination of the Lease, the Lessee shall pay rent at 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.

[*SIGNATURE PAGE FOLLOWS*]

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

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT

By: _____
Jeffrey J. Rose
Commissioner

THE STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Brad Simpkins for The foregoing instrument was acknowledged before me this 6th day of July 2015, by Jeffrey J. Rose, in his capacity as Commissioner of the Department of Resources and Economic Development.

William T. Carpenter
NOTARY PUBLIC/~~JUSTICE OF PEACE~~
My Commission expires: _____

WILLIAM T. CARPENTER, Notary Public
My Commission Expires March 25, 2017

GREAT NORTH WOODS WIRELESS, LLC

By: _____
Thomas Buckley
Senior Vice President Operations
Duly Authorized

THE STATE OF ~~NEW HAMPSHIRE~~ Maine
COUNTY OF ~~ROCKINGHAM~~ Cumberland

The foregoing instrument was acknowledged before me this 5 day of May 2015, by, Thomas Buckley in his capacity as Senior Vice President Operations of Great North Woods Wireless, LLC

ANDREA CAHILL
Notary Public - Maine
My Commission Expires
January 25, 2021

Andrea Cahill
NOTARY PUBLIC/~~JUSTICE OF PEACE~~
My Commission expires: 1/25/21

Approved as to form, substance and execution

Date 9/14/15

By: _____
Brian Buonamano
Office of NH Attorney General

Approved by Governor and Council
Date 7-22-15 Agenda Item No. 72

The following Exhibits are attached hereto and incorporated herein by reference:

"A" State of New Hampshire Department of Resources and Economic Development Policy of Use and Management of Mountaintops for Communication Facilities
"B" State of New Hampshire Department of Resources and Economic Development Technical Requirements for Use of Communication Sites
"C" Notice of Lease
"D" Equipment List

EXHIBIT A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

POLICY ON USE AND MANAGEMENT OF DRED COMMUNICATION FACILITIES

Adopted Nov. 7 1989
Revised April 15, 1998
Reviewed January 2, 2008
Revised January 1, 2014

Jeffrey J. Rose, Commissioner

172 Pembroke Road
Concord, N.H. 03301
State of New Hampshire
Department of Resources and Economic Development

POLICY ON USE AND MANAGEMENT OF DRED 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 (DRED) administered land. At that time, the primary concerns were providing sites for future public communication needs and mitigating the visual impact of installations. New communication installations and renewals of existing permits were limited to public agencies. Requests for new communications installations by 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 was a concern for protecting the aesthetics and natural condition of the State's high peaks and ridges. Second was a concern regarding electronic interference and signal deterioration caused by the growing number of transmission and reception installations. Although there currently isn't a way to quantify the threshold below which a transmission signal becomes unacceptably weakened by neighboring users, each addition of equipment at a site has a negative effect. As the number of installations increased, so had the concern over maintaining signal integrity since most of the communications users at state-owned mountaintops were there for the purposes of public health and safety, law enforcement, national defense, and public information.

The third concern was the potential negative impact to public health from intense communications signals. The mountaintops were originally acquired and maintained for the visiting public and it was important to limit radio frequency radiation to levels safe for continued public use of the area.

In 2012, a review of the policy was prompted by DRED's growing responsibility for over 167,000 acres of public land and an ever increasing demand to install or expand communications facilities on DRED lands to enhance public safety and security, and to fulfill the public interest for commercial broadband internet access. In 2013, the Policy was revised to; a) provide new guidelines and processes for establishing new or expanded communication sites in locations beyond just mountaintops; b) allow for commercial communications applications and corresponding lease fees; and c) ensure that impacts from new or expanded communications fiteilities to the land's traditional uses and purposes were minimized and mitigated.

As the result of a "Internal Control Review" of the Communications Prograll by the Office of Legislative Budget Assistant – Audit Division, a "Communications Program Manual" was developed. The Manual dovetails with the Policy and established procedures and protocols, including accountability of equipment and sites through a newly acquired database – ComSite,

and the billing and collecting of Program revenues through the State's new billing system -- LAWSON/NHFirst.

I. DEFINITIONS:

"Commissioner" shall mean the Commissioner of the Department of Resources and Economic Development (DRED).

"Permit" shall mean any form of agreement, including licenses, special use permits, or leases issued by the Commissioner for use of a DRED communication site.

"Private user" shall mean any person or business entity, including a non-profit organization, which is not a "public user" or "quasi-public user."

"Public user" shall mean a federal, state, county, or municipal agency or some governmental association thereof.

II. GOAL:

The ultimate goal for state-owned locations used for communications facilities, including mountaintops, is to have such areas cleared of all appurtenances and machinery, with the possible exception of observation platforms. This goal cannot be realized until the technology of electronic communications has advanced to where antennas and other electrical paraphernalia are outmoded. Until that time, the overall management objective for communications sites will be to give priority to transmission sites for communications critical to the public health, safety and welfare, while minimizing the aesthetic and environmental impacts of these communications facilities.

III. POLICY:

It is the policy of the Department of Resources and Economic Development to permit, when no other feasible alternative is available, controlled development of state-owned land under its jurisdiction for electronic communications necessary to public health, safety and welfare; and to facilitate, wherever possible, in the consolidation of commercial electronic communication networks across the state.

IV. GUIDELINES AND CONSIDERATIONS:

A. Values to Be Protected: Management of the communications sites on DRED lands is intended to protect three distinct values deemed essential to the public interest:

1. *Aesthetics/natural condition and public use:* To maintain the natural and scenic character of an area. Communication facilities shall be installed so as to have the least physical disturbance or modification of the natural environment and minimal impact to the public enjoyment of these environments.

2. *Public health, safety and welfare:* To consider communications projects necessary and desirable to maintain or improve the health, safety and welfare interests of the public at large, as well as to reasonably safeguard the health and safety of visitors to communication sites.

3. *Electronic Integrity:* To uphold the non-interference of communications signals and frequencies between communications systems and/or associated electrical devices.

B. Communication Site Designation: In order to articulate the use of DRED properties for communications activities, the following site designations are hereby established for the purpose of describing existing assets and limitations that each site category may possess. All current and future sites will be classified by these designations:

1. *Multiple Use Sites ("MU")* may allow for the full range of communication uses, so long as those uses are compatible with site conditions, typical management activities, traditional public use, and deed covenants, if any; and strive to minimize the aesthetic and environmental impacts. MU Sites typically contain electric power from off-site, phone capability, and usually have generator back-up capabilities. Infrastructure specific to communications can be erected at these sites (tower, building, etc.) provided such installations are in compliance with and meet the objectives of the other sections of this policy.

2. *Limited Use Sites ("LU")* have one or more limitations that prohibit the expansion of a LU Site. Limitations may include, but are not limited to: access issues; protection of special aesthetic or natural site conditions; lack of a power source, telephone, or fiber resources; public health or safety concerns; interference with other communication sites; or incompatibility with other primary uses of a particular site. These sites shall have restrictions placed upon them based upon their limiting factors.

3. *Restricted Use Sites ("RU")* are restricted communication sites and shall be limited to only those uses that are deemed a critical need for public health, safety or welfare; where the benefits derived from having the communication site outweigh the potential detriments to the values to be protected. Examples of restricted uses include those related to fire and rescue, law enforcement, emergency medical services, and/or emergency management. Such sites shall not be used for commercial activities or "for profit" purposes. Measures shall be taken to ensure that no alternatives sites exist, and that aesthetic and environmental impacts will be minimized or mitigated.

C. Approved, Designated DRED Sites: The following specific DRED sites are hereby designated by the Commissioner as "Communication Sites." The letter designation after each site indicates its current designation.

Belknap Mountain, Belknap Mountain State Forest (MU)

Blue Job Mountain, Blue Job State Forest (MU)

Cannon Mountain, Franconia Notch State Park (MU)

Cardigan Mountain, (RU)

Federal Hill, Federal Hill Fire Tower (LU)

Hampton Beach State Park, (RU)

Holden Hill, Coleman State Park (MU)

Hyland Hill, Hyland Hill State Forest (MU)

Jordan Hill, Walker State Forest (RU)

Kearsarge Mountain, Kearsarge Mountain State Forest (MU)

Magalloway Mountain (RU)

Milan Hill, Milan Hill State Park (MU)

Oak Hill, Oak Hill Fire Tower (MU)

Pack Monadnock Mountain, Miller State Park (MU)

Pitcher Mountain, Pitcher Mountain Fire Tower (MU)

Prospect Mountain, Weeks State Park (LU)

Mt. Sunapee, Mt. Sunapee State Park (MU)

Wantastiquet Mountain, Wantastiquet Mountain State Forest (MU)

Warner Hill, Warner Hill Fire Tower (MU)

Development of communications facilities at these sites shall be restricted to specific areas, as determined by the Commissioner.

V. APPLICATION FOR COMMUNICATIONS SITE USE:

A. Application for a communication site use will be filed with the Commissioner, Department of Resources and Economic Development and shall include the following information:

1. Demonstrated need for public health and safety, or for the public welfare interests served by commercial-service communications.

2. 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 to the site and access improvements.

3. Detailed specifications including type, frequency, size and proposed location of

receiving and/or transmission unit(s) and antenna(s).

4. Analysis of compatibility with existing facilities and equipment (intermod and structural analysis) and power requirements.

5. Written documentation that the installation meets the current ANSI standards for controlled and uncontrolled human exposure to radio frequency electromagnetic fields. Cumulative effects of the proposed installation together with the existing facilities shall be considered.

6. Power and access availability without major new development.

B. Applications for New Communications site designations will be filed with the Commissioner, Department of Resources and Economic Development and shall include the following process.

1. A description of alternative sites considered, including other DRED-designated communication sites and locations on private property, and the results from an investigation that demonstrates why the alternative sites are not feasible.

2. Compatibility with long-range multiple use plans.

3. Aesthetic compatibility with surrounding environment.

4. Impact on aesthetic/natural and recreational resources, and efforts to minimize or mitigate such impacts.

5. Deed and/or property use restrictions.

Regional and Local Review: 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 and to the appropriate Regional Planning Commission in which the proposed site is located to provide an opportunity for public hearing(s), subject to the following:

1. **DRED** will provide a public notification in a newspaper in general circulation in the area stating that a proposal for a new communication site designation has been sent to the municipality.

2. 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) landowners across which the State has deeded or written access rights to the site; and (4) donors of land which contains the site.

3. DRED personnel and the applicant shall participate in any hearing(s) requested by the municipality or by the Regional Planning Commission.

4. 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.
5. Upon completion of the processes described in this section, applications for a new communication site shall be submitted to Governor and Executive Council for final approval.

6. Applications from public and private users shall be submitted to the local governing body by the applicant for approval under the municipality's Site Plan Review Regulation.

7. Application(s) for use permits or leases for new communication sites shall follow the same procedures as existing designated sites.

8. Application(s) for a new site, or modification or expansion of an existing site may be reviewed by the Communication Site Advisory Committee, as deemed necessary by the Commissioner.

9. Once a site has been officially designated, new users on the site can be processed by the DRED communications office without review by the Advisory Committee, providing the new user doesn't significantly modify or alter the site, such as but not limited to adding buildings, extending the tower height or other buildings or structures, in which case it shall be reviewed by the Advisory Committee.

VI. CONSOLIDATION:

A. Towers and buildings: on each communication site will be consolidated and shared by site users in a manner striving for the following goals:

1. A single, expandable, low profile transmitter building serviced by a single, non-overhead utility line.

2. As few multiple-use, broadband 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; and accomplished through cooperative funding among users, contributions, or bonding.

3. Additions to, and modifications or relocation of, existing structures and equipment shall be compatible with the designated site plan for consolidation of facilities through shared use.

VII. ADVISORY COMMITTEE:

A. Communication Site Advisory Committee is established as an adjunct to the Commissioner's office. Technical advisors may serve as deemed necessary or desirable by the Committee. Committee membership shall include the following individuals or their designee:

Director, Division of Forests and Lands

Director, Division of Parks and Recreation

Director, Division of State Police

Executive Director, New Hampshire Fish & Game Department

President/Forester, Society for the Protection of New Hampshire Forests

Executive Director, Local Government Center

B. Purpose: The Advisory Committee is established for the purpose of advising the Commissioner on the following matters:

1. Designation of new communication sites, or modification to tower height, building size and/or expansion of existing sites if deemed necessary by the Commissioner.

2. Developing Plans for consolidation of facilities.

3. Policies, rules, and regulations for communication site management may be reviewed periodically

4. Recommended changes to policy, rules and regulations for communications site management may be made by Advisory Committee, Communications Site Committee, Communications Section Chief, or the Department and approved by the Commissioner.

VIII. MODIFICATION OR EXPANSION OF EXISTING SITES:

A. New or Expansion Proposals: Proposals for new or enlarged installations at designated communication sites, which are demonstrated to be in the overall interest of public health or safety will be given the highest priority. New users may be permitted subject to the following:

1. Can be accomplished without compromising the values to be protected under Section IV. A, and

2. Would result in a net improvement in onsite 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.

IX. INTERFERENCE:

A. New Installations: New installations/users shall not interfere with existing installations, users and functions. Where irreconcilable conflicts arise between "public user," 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.

B. Electronic Interference: 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 Communication Office within 10 working days of the complaint for review and recommendation for action by the Commissioner.

X. OTHER INSTALLATION REQUIREMENTS:

A. Additional considerations shall include:

1. Communication tower(s) on DRED 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 tower structure exceed 180 feet in height.

2. All DRED 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," and all grounding of equipment will meet Motorola's R-56 requirements.

7. Intermod Study is required of all new prospective users or a change of frequency by a current user.

8. Structural analysis may be required by new users and upgrades by current users.

9. An RF Study is required by all new users at all sites. Sites that are manned by volunteers or paid personnel require the RF Study to specifically reference and address the effects and risk to personnel from RF exposure.

XI. TENANT CATEGORIES (basis for annual rent):

The following table depicts the tenant categories and provides the degree of annual rent to be charged in order to occupy a DRED communication site:

CATEGORY	ANNUAL RENT BASIS
NH State Entity	Beneficial Services (no-charge tena nts as of 1/1/2013)
Federal Entity	Fair Market Rent
Government/Quasi-Governmental, Municipalities, County, Other State	Administrative Fee ($1,000 as of 1/1/2013)
Commercial	Fair Market Rent
Other	Fair Market Rent

XII. FEES:

A. Fair Market Value Rent: All new or renewed non-state tenant contracts (leases, permits, licenses) shall be assessed an annual fair market value rent (the Market Rent) or annual administrative fee(the Administrative Fee: based on beneficial services arrangements and/or other considerations) for each communications site, which shall be set by the Commissioner.

1. Items to be considered in determining the Market Rent or Administrative Fee will include:

   - Administration costs to the state.
   - User classification (public, quasi-public, private) and type of installation.
   - Prorated share of facilities maintenance.
   - Inventory of the equipment installed at the site.
   - Benefits accruing to the state as a result of joint installation.
   - Costs associated with installations at alternative locations on private property.
   - Market Rent values on comparable private communications sites.
   - Potential impacts to existing state park or state forest operations.
   - Public safety and/or quality of life considerations.

2. All communication installations on DRED lands owned by or leased to non-public tenants shall be subject to local taxes, payable by the tenant.

XJTI. AMENDMENTS:

The 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: *Jeffrey I Rose* _____ **Date:** _____

Jeffrey. J Rose, Commissioner
Department of Resources and Economic Development

Exhibit B

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

TECHNICAL REQUIREMENTS FOR USE OF COMMUNICATION SITES

Adopted June 30, 1995
Reviewed April 27, 2005
Revised February , 2014

Jeffrey J. Rose, Commissioner

172 Pembroke Road
Concord, N.H. 03301

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)
   75 db (1000 MHz to 76 GHz)

B. A Bandpass cavity shall be used between each antenna and associated transmitter or combiner. A combiner, or duplexer will satisfy this requirement.

C. R.F. Devices including duplexers, isolators, cavities, switches, etc. shall be located inside grounded cabinets where physically possible. Open racks may be permitted on a site by site basis to fit specific needs.

D. Grounding to each cabinet and device shall be installed and comply with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.

E. Transmission lines entering enclosed equipment cabinets shall do so via bulkhead connectors. Type "N" bulkhead connectors shall be used above 54 MHz.

F. Power, telephone, network, or control lines shall be protected by grommets where they enter enclosed 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 or racks. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DRED site manager prior to installation. Double shielded RG\58 (Belden 8268, etc.) may be used in external frequency reference and 1 PPS launch timing applications.

H. Ethernet cable (CAT5e, CAT6, etc.) shall be routed to not interfere or receive interference from RF equipment.

I. Ethernet cable (CAT5e, CAT6, etc.) shall be plenum rated for in shelter use and shielded/ outdoor rated when used outside of the shelter or on the tower.

J. Ethernet cable (CAT5e, CAT6, etc.), and telephone lines shall be grounded upon entry into the shelter from an outside source (tower mounted equipment, or telco lines) using a UL listed surge suppressor and shall be installed in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.

K. Microwave or PTP transceivers shall be secured to an open rack or mounted within an enclosed cabinet. Unsecured devices will not be permitted.

L. At no time will any equipment be mounted to an ice bridge or its support structure.

M. Microwave or PTP ODU (Outdoor Units) should be mounted as close to the antenna as possible.

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 meeting ANSI standard 62.1. Lightning protectors shall be connected to site ground system in accordance with current Standards and Guidelines for Communication Sites (R56) and NFPA 780: Standard for the Installation of Lightning Protection Systems.

*R.F. link antennas, control antennas, and Microwave Antennas will be assigned mounting positions as low on the tower as possible.

*Metal antenna mounting hardware and falling ice protection hardware will be hot dipped galvanized or stainless steel.

*Only solid copper jacketed coax cable will be permitted for antenna cable runs. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DRED site manager prior to installation.

*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. Grounding kits and procedures must comply with current Standards and Guidelines for Communication Sites (R56).

*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.

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 current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, 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 current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, and State Electrical codes.

Administrative Items

A. 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.

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.

Doc # 0000112 Jan 12, 2016 10:24 AM
Coos County Registry of Deeds
Tanya J. Batchelder, Register

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: And as per Chapter 72, Section 72:23 b, failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor.

LESSOR: **STATE OF NEW HAMPSHIRE**, Department of Resources and Economic Development, having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301

LESSEE: **GREAT NORTH WOODS WIRELESS, LLC.**, a limited liability corporation organized under the laws of the State of New Hampshire and having its place of business at 100 International Drive, Portsmouth, New Hampshire 03801

EFFECTIVE DATE: 22-JUL-2015

DESCRIPTION: Communications Lease at Milan Hill State Park – Milan, NH

BK 1431 PG 0796

LEASED PREMISES

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:

a. Certain space at the recommended band levels if feasible on a communication tower located at the summit of Milan Hill, Milan Hill State Park, Milan , New Hampshire;
b. Also certain floor space, not to exceed one (1) 19" equipment rack, in the Equipment Building for the installation of equipment cabinets;
c. Also, the right to install and maintain non-overhead electric and telephone lines to the Equipment Building and antenna cables from the Equipment Building to the communication tower, and a communication tower/Equipment Building grounding system.
d. Together with the right in common with the public and others entitled thereto to use the roadways and hiking trails on Milan Hill as a means of passing and repassing from the State Park maintained portion of Fire Tower Road to the summit for the transportation of equipment and personnel in connection with the installation, operation and maintenance of the authorized facilities.

TERM: Five (5) years

DATE OF COMMENCEMENT OF TERM: The Lease shall commence on the first day of _____, 2015.

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

LESSOR:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT

By: _____
Jeffrey J. Rose
Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Brad Simpkins for The foregoing instrument was acknowledged before me this 6th day of July 2015, by Jeffrey J. Rose, in his capacity as Commissioner of the Department of Resources and Economic Development.

William T. Carpenter
NOTARY PUBLIC/JUSTICE OF PEACE
My Commission expires: _____

WILLIAM T. CARPENTER, Notary Public
My Commission Expires March 25, 2017

LESSEE:

Great North Woods Wireless, LLC

By: _____
Thomas Buckley
Senior Vice President

Dated: 5/7/15

STATE OF Maine
COUNTY OF Cumberland

On this 7 day of May, 2015, before me, the undersigned officer, personally appeared, who acknowledged to be a Senior Vice President at Great North Woods Wireless, LLC 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 as such officer.

ANDREA CAHILL
Notary Public - Maine
My Commission Expires
January 25, 2021

Andrea Cahill
Notary Public/Justice of the Peace

BK 1434 PG 0797

STATE OF NEW HAMSHIRE
Department of Resources and Economic Development
Communication Sites Program

EQUIPMENT INVENTORY

Milan Hill state Park
Site

Great North Woods Wireless, LLC
Organization

207-808-5005
Contact number

TOWER MOUNTED EQUIPMENT:
(Antenna Make, Model, Feed-line Type)

LOCATION:
(Mounted Elevation and Bearing on Structure)

Antenna Systems

Parameter	Antenna 1	Antenna 2	Antenna 3	Antenna 4
Description	Sector	Microwave	Sector	microwave
Quantity	3	2	3	2
Type.	Panel	Microwave	Panel	Microwave
Manufacturer	Katherrein	RFS.	Ubiquiti	Ubiquit1
Model	SCA 800-10622	SC2-w100BC	AM 5G16-120	Air Fiber 24
Dimension HxWxD	55.7"X12.7"X2.8"	2' diameter	14.45"X2.48"X1.61"	36.9"X18.44"X11.8"
Azimuth	0/120/240	200/90	0/120/240	330/220
Mounting location CL	180'	180	180	180
Mount type	Sector	sector	sector	sector
Ice Shield	n/a	n/a	n/a	n/a
Cable type	DC Hybrid Fiber	CAT 5	CAT 5	CAT 5
TX Power Out	40w	40w	1w	1w
ERP	1035			
TX/RX Frequency (MHz)	2110 /2155 1710/1755		5.8/5.6	24g
FCC Call Sign	WQGL 823	WQGL 823		

HOUSED EQUIPMENT:
(Make, Model, Serial Number, Tx/Rx Frequencies) Also List Back-up Power (Batteries or UPS)

LOCATION – SHELTER:
(Rack or Cabinet Mounted)

Make	RBS 6101 Ericsson
Location	7' Telco rack in building
TX/RX Frequency (MHz)	2110 /2155 1710/1755
FCC Call Sign	WQGL 823

Backup Power			
Emerson Netsure 502	48V DC Power system		

7/30/15

Signed: Thomas Buckley

Date:

SUBMIT TO:

Justin Bellen
Division of Forests and Lands
PO Box 1856
Concord, NH 03301-1856

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 Great North Woods Wireless LLC is a New Hampshire limited liability company formed on November 6, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 11th day of August, A.D. 2015

William M. Gardner
Secretary of State

GREAT06 OP ID: CH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2015

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).

PRODUCER
VARNEY AGENCY-SCARBOROUGH
383 US RT 1
SUITE 1E, BOX 5
SCARBOROUGH, ME 04074
Chelsey Merrill

CONTACT NAME: Chelsey Merrill
PHONE (A/C, No, Ext): 207-883-8229 FAX (A/C, No): 207-883-4762
E-MAIL ADDRESS: cmerrill@varneyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LIBERTY MUTUAL INSURANCE CO.	23515
INSURER B: TRAVELERS INS CO.	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Great North Woods Wireless, LL
100 International Drive, Suite
Portsmouth, NH 03801

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			BKS56470879	12/29/2014	12/29/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			BAS56470879	01/05/2015	12/29/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			USO56470879	01/05/2015	12/29/2015	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			UB-4F641895	01/19/2015	01/19/2016	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Property Section			BKS56470879	12/29/2014	12/29/2015	Property	5,000

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

CERTIFICATE HOLDER

State of New Hampshire Dept of
Resources and Economic Dvlpmnt
172 Pembroke Road
PO Box 1856
Concord, NH 03302-1856

CANCELLATION

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
Chelsey Merrill

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD