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New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

Bureau of TSMO
March 9, 2022

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **Retroactive** and **Sole Source** lease agreement with Whittier Communications Inc., of Rochester, NH (Vendor #158392) for communications facility & tower space located at the summit of Mount Nickerson, Ossipee, NH at a total cost of $47,782.39 effective January 1, 2022 through December 31, 2026. 52% Highway Funds and 48% Other Funds (Intra-Agency Transfers).

Funds to support this request are available in the following account in State FY 2022 and FY 2023, and are contingent upon the availability and continued appropriation of funds in FY 2024, FY 2025, FY 2026 and FY 2027 with the ability to adjust encumbrances between State Fiscal Years if needed and justified:

Account	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
04-96-96-960515-3052 Trans Sys Mgmt & Operations 022-500248 Rent/Lease Other Than State	$4,500.00	$9,135.00	$9,409.05	$9,691.38	$9,982.12	$5,064.84

EXPLANATION

Retroactive payment is requested due to document review and processing with the vendor. The signed lease agreement was not received in time to make the March G&C meeting, making this lease agreement retroactive. The Department of Transportation operates a statewide radio communications network that consists of mountaintop repeaters, dispatch locations, mobile and portable radios that link toll, bridge maintenance, traffic operations, and highway maintenance facilities with field staff. This lease agreement is a sole source request due to it being a state built communication facility on private property. The Department of Transportation has been in occupancy at this site since 1998.

Whittier Communications facility serves as one of the sites in this communications network and houses two discrete repeater stations that support District-3 Highway Maintenance as well as other Department

Bureaus that operate on the Whittier statewide repeater channel. Mountaintop communication facility options are very limited in this geographic region of the State.

The Department is satisfied that the annual lease price is reasonable and comparable to other commercial rates throughout the State. The first year cost is $9,000.00 with a three percent (3%) increase each year after.

This lease agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

Site Name:	Whittier Site
Site Address:	NH Route 16, West Ossipee [Mt. Nickerson, a/k/a Mt. Whittier] Parcel ID 203-004-000
County:	Carroll
State:	New Hampshire 03817
Coordinates:	Latitude 43.808707 Longitude: -71.214821

TOWER SITE LEASE
Dated March 8, 2022

LEASE NO. [_____])

LESSOR: Whittier Communications Inc.

Address: 8 Anctil Court
Rochester, NH 03839

Phone: (603) 661-3532
Fax:
Attn: John Kenney

LESSEE: New Hampshire Department of Transportation

Address: P.O. Box 483, Seven Hazen Drive, Concord, New Hampshire 03302-0483

Phone: 603-271-6862
Fax:
Attn: Bureau of TSMO, Administrator

This Tower Site Lease (this "Lease") is entered into by and between Lessor and Lessee and shall be effective as of the date first set forth above, or the date of Governor and Executive Council approval, whichever is later (the "Effective Date"), but subject to the provisions herein. The Lessor owns or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached Exhibit A. Lessor and Lessee may be referred to herein individually as a "Party" and collectively as the "Parties".

The Parties acknowledge and agree that the State of New Hampshire, Department of Transportation (the "Department") is a pre-existing tenant of the Site with equipment affixed to the Site as of the date of this Agreement. The Parties further acknowledge and agree that the Site is subject to a Sub-Lease and License Agreement, dated as of August 28, 1997 (the "Sub-Lease Agreement"), pursuant to which The State of New Hampshire, Department of Safety (the "Department") leased certain portions of the Site for the purpose of erecting a communications tower on the Site; and, pursuant to a License Agreement dated as of August 28, 1997 (the "License Agreement") the Department provided to Lessor a license to sub-lease space on such tower. The Sub-Lease Agreement is attached hereto as Exhibit E and the License Agreement is attached hereto as Exhibit F. This Lease is entered into subject to the Sub-Lease Agreement and the License Agreement.

WHEREAS, Lessee desires to lease a certain portion of land and/or building space, and tower space, within the Site, along with access and utility easements thereto, as more particularly depicted on attached Exhibit B (collectively, the "Premises");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases the Premises to Lessee, together with an access and utility easement, as set forth and subject to the terms and conditions herein, and the Parties agree as follows:

1. **USE**: Lessee may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain communications equipment, operating at permitted frequencies ("Permitted Frequencies") as set forth on attached Exhibit C. The equipment as set forth on Exhibit C is the only equipment that Lessee may install or utilize at the site (the "Permitted Equipment"). The Parties acknowledge that the initial equipment and frequencies set forth on Exhibit C will be confirmed an updated in this Lease upon the completion of the installation of the Permitted Equipment, and the updated Exhibit C shall be operative thereafter.

2. **INITIAL TERM:** The initial term of this Lease shall be for a period of sixty (60) months, commencing on the Commencement Date, as defined below (the "Initial Term"). Notwithstanding the Effective Date as set forth herein, the Parties acknowledge and agree that, as set forth in Section 6, Lessee's Permitted Equipment is installed at the Premises and Lessee has been utilizing the Premises for its operations pursuant to a prior lease which expired on December 31, 2021. Therefore, upon execution of this Lease, the "Commencement Date" of this Lease shall be deemed to be January 1, 2022.

3. **RENEWAL TERMS:** This Lease shall be subject to two (2) renewal terms of sixty (60) months each, which will automatically renew unless either (i) Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than thirty (30) days prior to the end of the then-current term or (ii) Lessor notifies Lessee in writing of Lessor's intent not to renew, no less than thirty (30) days prior to the end of the then-current term (each, a "Renewal Term" and, together with the Initial Term, the "Term"). Notwithstanding the foregoing, Lessor's rights to the Site are derived from or subject to the Prime Lease (as defined below) and therefore the Term shall continue to, and shall remain in effect, at the most for as long as Lessor retains Lessor's interest under the Prime Lease.

4. **RENT AND ADDITIONAL AGREEMENTS:**

   (a) INITIAL RENT: The monthly rent as of the Effective Date shall be $750.00 plus any applicable taxes (the "Rent") and shall be subject to increase and adjustment as set forth herein. Rent shall become due and payable whether or not Lessee uses or maintains the Permitted Equipment on the Premises.

   (b) PAYMENT: Rent and any other applicable amounts due hereunder are due in advance, without offset or holdback, and shall be paid each six months (initially $4,500.00) in advance, or before January 31st of each year, the second half (initially $4,500.00) on or before August 31st of each year. Notwithstanding the foregoing, the Parties acknowledge and agree that Rent for the time period from the Commencement Date shall be $750 per month, for a total of $1,500 (for the months of January 2022 and February 2022), and no late charges shall be imposed thereof despite such amounts not being paid prior to January 31, 2022, and the payment for the first 6 months of the Initial Term shall be paid on the Effective Date. Lessee shall pay all amounts due to Lessor by check, wire transfer, account auto debit or ACH credit to Lessor's account no later than the date such Rent is due hereunder. Rent is due with no requirement for Lessor to make demand for Rent. Lessor shall provide an invoice to the Department in order to facilitate the Department's payment process. Payment, if by check, shall be delivered to the following address (or such other

location as Lessor may designate in writing from time to time):

Whittier Communications Inc.
8 Anctil Court
Rochester, NH 03839

Wire transfer instructions:

Bank Name:	TD Bank
Address:	1 Old Dover Rd, Rochester, NH 03867
ABA #:	011400071
Account #:	9029508326
Account Name:	Whittier Communications Inc.

(c) ESCALATION: Commencing on the first anniversary of the Effective Date, and on each anniversary thereafter throughout the Term, the Rent payable shall be increased by the greater of (i) three percent (3%) and (ii) CPI (as defined below), in each case over the rent payable for the immediately preceding year. "CPI" means the annual percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All Items, for urban wage earners and clerical workers, 1982-84 = 100 (or, if such index ceases to be available, an alternate, materially similar index selected by the Parties.

(d) HOLDOVER. If Lessee holds over with respect to the Site or Premises after expiration of any Initial Term or Renewal Term, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and Rent shall be one hundred fifty percent (150%) of the Rent applicable during the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over, with or without cause, upon thirty (30) days' notice to the other Party. This provision shall not apply retroactively to any rents due prior to the execution and effective date of this Agreement.

(e) LATE PAYMENT. Any payment due hereunder and not paid within twenty (20) business days of the date due will bear interest beginning on the date that such payment was due until paid at the lesser of: (i) the rate of two percent (2%) per annum over the then current prime rate as established in Wall Street Journal "Money Rates" table; and (ii) the maximum rate allowed under the laws of the state of New Hampshire.

(f) Notwithstanding anything in this Lease to the contrary, Lessee's obligations hereunder are contingent upon the appropriation of sufficient funds from the New Hampshire Legislature for the Lessee to carry out its obligations under this Lease. In the event of a reduction or termination of those funds, Lessee shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease upon 30 days' written notice. Lessee shall not be required to transfer funds from one account to another in the event that funds are reduce or unavailable. Such termination shall relieve both parties of all obligations hereunder, except Lessee's obligation to transfer equipment as provided in this Lease. Such notice shall be sent by certified mail, return receipt requested, postage prepaid, to the address of the Lessor as set forth above.

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(g) any termination of this Lease, Lessor shall have the option to require Lessee to transfer title to the UHF antennas, cables and TX and RX Combiner System (the "Equipment") to Lessor. Any such transfer shall be AS IS, WHERE IS AND WITHOUT MAKING ANY OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH REPRESENTATIONS ARE EXPRESSLY EXCLUDED AND DISCLAIMED. In the event Lessor declines the option to require Lessee to transfer title to equipment, and instead requires removal of equipment, any such removal is contingent upon the appropriation of sufficient funds to effectuate removal.

(h) ACCESS: Lessee shall have the reasonable right of access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessee shall have the right of ingress and egress over land over which Lessor has easement rights. Lessee shall be responsible to provide its own transportation and shall utilize solely snowmobile, all-terrain vehicles or utility vehicles (no trucks) to access and service the Premises, and Lessee shall not damage, interfere or otherwise disturb other land of the Lessor or Lessor's landlord in connection with such use. Lessee and/or vendor maintenance shall be required to sign for site gate key at NH State Police, Troop-E Headquarters, at Tamworth. Lessor and/or vendor maintenance shall contact State Police for door pin code. Keys shall be returned to same location when each site visit is completed.

(i) In the event that any other lessee of Lessor causes interference with Lessee's operations at the Premises, then Lessor, upon receiving written notice, shall immediately take all appropriate steps to notify the tenant creating the interference to correct the problem. In the event the tenant does not correct the problem or take appropriate steps to correct the interference within fifteen (15) days of the written notice, then Lessor shall have the right to retain a third party expert to assist Lessor in correcting the interference at its own expense. If after retaining the third party expert, the interference is not corrected, then Lessee shall have the right to terminate this Lease upon thirty (30) days' notice to Lessor. At all times, Lessee and Lessor agree to work together to correct interference problems between Lessee's equipment and equipment of other tenants.

(j) Lessee shall at all times comply with all laws and ordinances and all rules and regulation of Municipal, State, and Federal operation, removal of its equipment, antenna systems, and other alterations or improvements authorized herein, Lessor shall not be liable to Lessee for any loss or damage arising out of personal injuries or property damage, unless caused by the negligent or intentional acts of Lessor, its agents, or employees.

(k) Lessee shall only use its own employees or employees of a company that carries workers compensation insurance covering any individual who may perform tasks at the site.

(l) Lessor shall furnish the site to Lessee in good condition and shall maintain the site in a manner that will not interfere with Lessee's reasonable use of the site. Upon vacating the Site, Lessee shall surrender the Leased Premises in substantially the same condition as received, except for ordinary wear and tear and/or damages to the Premises due to causes beyond Lessee's control, as provided herein.

(m) Lessor agrees to provide reasonable cooperation and assistance to Lessee in obtaining all permits or approvals required by governmental or regulatory agencies arising out of the intended use of the property by Lessee, with any expenses to be paid by the Lessee.

5. **UTILITIES:** Utilities are not included in Rent. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be responsible for all associated costs including installation, metering, and usage.

6. **INSTALLATION:** The Parties acknowledge and agree that the Permitted Equipment is already installed at the Premises.

7. **PRIME AGREEMENT:** Lessor leases the real property on which the Site is located from the owner of the real property. Lessee shall abide by the terms and conditions of the land lease between Lessor and owner (the "Prime Lease") to the extent that such terms and conditions affect the Lessee's use of the Site. Lessee agrees that this Lease shall now and hereafter subject and subordinate to the provisions of the Prime Lease or any subsequent interest between Lessor and the fee simple owner of the real property.

8. **INTERFERENCE:** Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other lessees of the Site existing as of the Effective Date. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessor agrees that Lessor and other lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Lessee.

9. **INSURANCE:** Lessee represents and warrants that it is self-insured. Insurance requirements for Lessee's Contractors (as defined below) are contained in Exhibit D attached hereto and are incorporated herein by this reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

10. **EQUIPMENT, RECONFIGURATION, AND REMOVAL**

(a) EQUIPMENT: Lessee's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the real estate. Lessee's installation, and any associated costs including necessary permits or Leases shall be at Lessee's sole cost and expense. Lessee may only install the Permitted Equipment at the Premises.

(b) RECONFIGURATION: Lessee agrees and acknowledges that the Permitted Equipment listed in this Lease is a true and accurate depiction of the equipment that Lessee has/will install/installed at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, and/or Permitted Frequencies contained herein, then Lessee shall submit such request to Lessor, in writing and in the form of Lessor's application, for Lessor's approval.

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(c) REMOVAL: Prior to the expiration or termination of this Lease, Lessee shall, at its sole cost and expense, remove its equipment from the Premises, except for that equipment covered in Paragraph 4(g) above. If Lessee fails to timely remove its equipment, Lessor shall have, to the full extent of the law, upon sixty (60) days notice: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any. Any such demand is contingent upon appropriation of sufficient funds to reimburse removal costs.

11. COMPLIANCE

(a) Lessor shall: (i) obtain and maintain all applicable federal, state, and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes, and orders which may affect the tower, the Site or this Lease; and, (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) Lessee shall: (i) obtain and maintain all applicable federal, state, and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes, and orders which may affect the tower, the Site, or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any unauthorized third party to operate its Permitted Equipment, or at its Permitted Frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease, including, without limitation, any taxes on the Permitted Equipment or Lessee's other property at the Premises.

12. MAINTENANCE

(a) Lessor may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.

(b) In the event that the tower is painted at any time, Lessee shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is painted from time to time. Lessee shall paint its Permitted Equipment to match the tower to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

13. WARRANTIES AND REPRESENTATIONS

(a) FCC QUALIFIED: Lessee represents and warrants that it is legally qualified under

applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) SATISFACTION WITH SITE: Lessee represents that it has independently examined the tower, the building, and the Site in general, and has determined that each are suitable for Lessee's intended use, and each are satisfactory to Lessee. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the Parties elsewhere herein.

(c) ENVIRONMENTAL: Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except for those Premises where the placement of a foundation is required for Lessee's equipment and/or facilities, and approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

(d) COOPERATION: Each Party shall reasonably cooperate with the other Party with regards to any actions, filings, approvals, permits or Leases necessary for the Parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises.

(e) ESTOPPEL CERTIFICATES: Each Party shall, upon reasonable notice, execute, acknowledge, and deliver to the other Party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested. Failure to deliver such statements within ten (10) days of request therefore shall be conclusive and binding proof that this Lease is in full force and effect, with such modifications as may have been agreed to in writing by the Parties, that there are no defaults hereunder by the requesting Party, and that no more than one month's consideration has been paid in advance (or for leases paid quarterly, more than one quarter, or for leases paid annually, more than one year).

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment,

deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

14. FORCE MAJEURE AND SITE DAMAGE

(a) FORCE MAJEURE: The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) SITE DAMAGE: If the Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on the Premises for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessee shall so notify Lessor. Lessor shall then notify Lessee, within ten (10) days after such event, whether or not it intends to rebuild or otherwise restore the applicable Site and/or condition. If Lessor elects not to rebuild or otherwise restore the Premises or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. If Lessor elects to rebuild or repair the Premises, it shall notify Lessee of that election and Lessor shall thereafter pursue such restoration or rebuilding. Lessee's Rent hereunder shall be abated for the time period of such repairs (the "Repair Period") if Lessee is unable to use the Premises during such time. If the Repair Period continues for in excess of sixty (60) days, then Lessee shall have the right to terminate this Lease upon notice to Lessor.

15. DEFAULT

(a) GENERALLY: A Party shall be in default hereunder (a "Default") if:

(i) it fails to make any payment on or prior to the date due, and does not cure such non-payment within twenty (20) business days after receiving written notice; or

(ii) it breaches any non-monetary term of this Lease and does not cure such breach within thirty (30) days after the non-breaching Party provides the breaching Party with written notice thereof; provided however, that if any such non-monetary breach is not capable of being cured within the requisite period of time, then so long as the Party charged with the breach has been and is diligently pursuing such cure of the breach within the prescribed period, such Party shall be given reasonable time to cure the breach, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) LESSOR REMEDIES: Upon the occurrence of any Lessee Default, Lessor may terminate this Lease and seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee. Lessee hereby expressly authorizes Lessor to disconnect, remove or terminate power to Lessee's Equipment in the event of a Lessee Default. In the event of a Lessee Default for payment of Rent, then, in addition to any other remedies available to Lessor, the remaining balance of Rent payable for the current Term shall be accelerated and become due and payable.

(c) LESSEE REMEDIES: Upon the occurrence of any Lessor Default, Lessee may, subject to

the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

(d) SURVIVAL: Upon any expiration or termination of this Lease, all of the rights and obligations of the Parties shall terminate and cease, provided that such expiration or termination shall not operate to excuse any Party from, or otherwise affect, any rights or obligations which arose prior to the date of termination, and such provisions of this Lease as required to give effect to and to enforce the Parties' rights and obligations with respect thereto shall survive any such expiration or termination.

16. **ASSIGNMENT:** Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

17. **EMINENT DOMAIN:** If the Site or Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

18. **LENDER'S CONTINUATION AND OTHER RIGHTS:**

(a) Lessee understands that Lessor has mortgaged or otherwise created a lien on the Site, or may do so in the future. Lessor's lender (together with its successors and assigns, the "Lender"), may have made a loan, or may make a loan in the future, to Lessor and/or certain of its affiliates, successors and/or assigns, secured by a mortgage or other security instrument, encumbering all of Lessor's interest in the Premises. Lessee shall deliver to the Lender (at the address specified herein, or at such other address as shall be designated in writing to Lessee) a copy of any default notice given by Lessee to Lessor under this Lease. No default notice from Lessee to Lessor shall be deemed effective as against Lender unless received by Lender. Lessee agrees that this Lease shall be subordinate to mortgages or other security instruments executed between Lessor and its Lender that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

(b) If Lessor defaults on any obligations under this Lease, Lender shall have the right, but not

the obligation, to cure such default and Lessee shall accept a cure thereof by the Lender within thirty (30) days after Lender's receipt of notice of such defaults. Lessee shall not terminate this Lease for so long as the Lender is diligently pursuing a cure of the default, and if curing such default requires possession of the Premises, then Lessee agrees to give the Lender a reasonable time to obtain possession of the Premises and to cure such default. If this Lease is terminated for any reason, or otherwise rejected in bankruptcy, Lessee will enter into a new lease with Lender on the same terms as this Lease so long as the Lender and cures any then-existing defaults.

19. MISCELLANEOUS PROVISIONS:

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the Parties with respect to its subject matter. This Lease supersedes all other previous agreements between the Parties, including but not limited to the Whittier Site Agreement dated October 27, 1998.

(c) No modification of this Lease shall be effective unless contained in a written instrument executed by both Parties and approved by the Governor and Executive Council.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective Parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Stafford County, New Hampshire. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire, without application of the conflicts of laws provisions thereof.

(f) Lessee agrees to keep the property interest of Lessor in the Premises and the Site free of liens, and hereby consents to the recordation of a notice notifying potential lienors that they may only lien the interest of the Lessee herein.

(g) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the Parties will constitute a single, original instrument. The execution and delivery of a facsimile or other electronic transmission of a signature to this Lease shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

(h) Nothing in this Lease shall be deemed to constitute a waiver of the Lessee's sovereign immunity, which is hereby reserved.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

WITNESSES:

Name: Dylan Crabb

Name: Shawn M Mahoney

Lessor: Whittier Communications Inc.

By: John Kenney

Name: John Kenney

As Its: Chief Executive Officer

WITNESSES:

Name: Natasha Field

Name: Michelle Drouin

Lessee: STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By:

Name: VICTORIA SHELTON

As Its: COMMISSIONER

Approved by Attorney General as to form and execution

By: Emily C. Gray Date 3/24/2022

Approved by Governor and Council on _____ as Item No. _____.

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

400 Gilman Valley Road, Ossipee, New Hampshire

Certain tracts or parcels of land, together with any and all buildings and structures thereon and fixtures thereto, situated in the **Town of Ossipee**, County of Carroll, State of New Hampshire, bounded and described as follows:

TRACT 1: A certain parcel of land situated in Ossipee, County of Carroll, State of New Hampshire, and being all of the original Town Lots No. 105 and No. 106.

For title reference see deeds recorded in Carroll County Registry of Deeds at Book 290, Page 236; Book 290, Page 238; Book 290, Page 237 and Book 291, Page 82. See also Book 299, Page 593.

TRACT 2: A certain parcel of land situated in said Ossipee, being all of the original Town Lot No. 93, formerly owned by J. Newman Drew. For reference see deed recorded in the Carroll County Registry of Deeds at Book 224, Page 107.

TRACT 3: A certain tract or parcel of land, together with buildings and other improvements thereon situated in said Ossipee, bounded and described as follows:

Westerly by a stonewall, spotted line and land formerly of Nahum Nutter, Northerly by the Mountain Road, so-called, leading from Ossipee Valley to West Ossipee; Easterly by a stonewall spotted line and land formerly of James Nute; Southerly by a spotted line and land, now or formerly, of Sarah Edna Lord, containing 40 acres, more or less. This land is a part of the Mountain pasture, so-called. See deed recorded in the Carroll County Registry of Deeds at Book 252, Page 284

TRACT 4: A certain tract or parcel of land situated in said Ossipee, bounded and described as follows:

Westerly by original Lot No. 105 and Easterly by land formerly conveyed to Charles Hartson and others by the Estate of Sarah Edna Lord, being the intention hereby to convey all the land owned by the Estate of Sarah Edna Lord between the lot formerly conveyed and commonly known as the Mittleberg Ski Slope and original Town Lot No. 105.

TRACT 5 Also another small parcel of land being triangular in shape and bounded Southerly by land, now or formerly, of Knox; bounded Northerly by the Mittleberg Ski Slope and being intended to convey a small triangular parcel of land; Westerly of the highway and between land formerly conveyed and the Knox land. See deed recorded in the Carroll County Registry of Deeds at Book 303, Page 111.

For reference see deed of Charles F. Hartson to Mt. Whittier Recreational Area, Inc., dated June 7, 1955, recorded in the Carroll County Registry of Deeds at Book 304, Page 355. See also Declaration of Trust dated December 28, 1960, recorded in said Registry of Deeds at Book 351, Page 399. For reference see deed of Mt. Whittier Recreational Area, Inc. to Whittier

Associates, as Trustees under Declaration of Trust, dated March 9, 1961, and recorded in said Registry of Deeds at Book 351, Page 404. For further reference see deed of Whittier Associates to Mt. Whittier Recreational Area, Inc. dated November 14, 1962, and recorded in said Registry of Deeds at Book 365, Page 393.

TRACT 6: A certain tract or parcel of land, with buildings thereon, situated in said Ossipee, bounded and described as follows:

Beginning at an iron pipe at the Southwest side of the Mountain Road, so-called, leading from Ossipee Valley to West Ossipee, said iron pipe being at the Southeast corner of land, now or formerly, of Mt. Whittier Recreational Area, Inc., formerly of Charles F. Hartson, said iron pipe being at the Northeast corner of land herein conveyed; thence bearing the following courses and distances by land of Mt. Whittier Recreational Area, Inc., S 50° W, 314 feet to a stonewall, S 52° 45' W by stonewall, 381 feet to the end of the wall, S 53° 15' W to the check line between original Town Lots No. 104 and No. 105; thence Southeasterly by the check line to the North line of Lot No. 94; thence Northeasterly and Southeasterly to land, now or formerly, of Charles E. and Harry P. Smart; thence Northeasterly by said Smart land to a natural stone post and stake and stones at the Southwest corner of land, now or formerly, of George L. and Josephine B. Hatstat, formerly of Carl E. Rines; thence N 28° W by land of said Hatstat, 580 feet to a stake and stones; thence N 62° E, still by land of said Hatstat, 1004 feet to a stake at the North side of a brook at the West side of said Mountain Road; thence Northwesterly by said Mountain Road 623 feet to a stone post and iron pipe at the Southeast corner of land, now or formerly, of Marie Leah Dugas, formerly of Raymond L. Berry; thence S 54° W, 170 feet to an iron pipe set beside a large rock at the Southwest corner of land of said Dugas; thence on the same course by land, now or formerly, of Florence K. Chase, 180 feet to an iron pipe set 8 feet East of a large rock maple tree growing between two rocks; thence N 29° W still by land of said Chase 1013 feet to an iron pipe; thence N 50° 30' E, still by land of said Chase, 353 feet to a cement post at the West side of said Mountain Road; thence N 32° W by said Mountain Road, 100 feet to the bound begun at. Surveyed 1953 and 1962 by Roger S. Burnell, Conway, New Hampshire

Meaning and intending hereby to describe a portion of the former Manville E. Knox property. For Florence E. Chase title see deed of Avis K. White et al, dated August 23, 1956, recorded in the Carroll County Registry of Deeds at Book 316, Page 309. Further reference is made to Administratrix Deed from Florence E. Chase, Administratrix of the Estate of Oscar S. Chase to Florence E. Chase dated August 6, 1962, recorded in said Registry of Deeds at Book 363, Page 451

Subject to whatever rights Virgil D. White and others may have in and to the "Moody Springs", so-called, and pipeline lying at the Southeast corner of the premises herein conveyed. Reference may be had to Parcel No. 5 in deed of Orodon P. Hobbs to Virgil D. White, dated May 17, 1923, recorded in the Carroll County Registry of Deeds at Book 165, Page 369. Also see "Aequeduct Rights" granted by Bartlett Moody et ux. to Henry J. Banks on October 14, 1867, recorded in said Registry of Deeds at Book 51, Page 177

Also, a certain triangular-shaped piece or parcel of land adjoining the above-described land near the Northeast corner, bounded and described as follows:

Beginning at an iron pipe located S 50° 30' W, 253.5 feet from the cement post at the West side of said Mountain Road as described in the next to the last course of the above lot; thence bearing S 15° 30' W, 137.8 feet to an iron pipe; thence N 29° W, 79.4 feet, thence N 50° 30' E, 99.5 feet to the bound begun at.

For reference see deed of Florence E. Chase to Mt. Whittier Recreational Area, Inc., dated October 2, 1962, recorded in the Carroll County Registry of Deeds.

Subject to such rights of way and easements as may have been granted by the Mt. Whittier Recreational Area, Inc. to the Public Service Co. of New Hampshire, New England Telephone and Telegraph Company, New Hampshire Electric Coop. Inc., including but not limited to those recorded in the Carroll County Registry of Deeds at Book 367, Page 153, Book 368, Page 532 and Book 370, Page 471

Meaning and intending to convey the right, title and interest acquired by the said Economic Development Administration by reason of a certain Affidavit and Deed of Foreclosure given by the Meredith Village Savings Bank, dated January 30, 1974, recorded in the Carroll County Registry of Deeds at Book 563, Page 030.

TRACT 7: Lot #114 in the Upper Ranges of One Hundred Acre Lots in the Town of Ossipee with the exception of that portion of said Lot #114 which was previously deeded to R. F. Harmon and G. K. Howard. See Lot #1 in Book 323, Page 358 in the Carroll County Registry of Deeds

TRACT 8: A certain tract of land situated at West Ossipee in the Town of Ossipee, being the remaining portion of the Nahum Nutter lot, so-called, as described in the deed of Wesley I. Nutter et als., to Orodon P. Hobbs, recorded in the Carroll County Registry of Deeds at Book 123, Page 403, which is still owned by Orodon P. Hobbs and Richard L. Hobbs, excluding any land in Town Lot #114 and the land previously conveyed to Skinner (see Book 199, Page 516 in said Registry of Deeds) bounded and described as follows: beginning at a point which is one mile southwesterly from the lower end of the bridge over the Bear Camp River, thence proceeding from said point in a southeasterly direction to the land now or formerly of Thomas Leavitt, then proceeding by said land to the Mountain Road, thence proceeding along said Road, with the exclusion of the Nutter barn parcel, northwesterly until striking a line running from the lower end of the bridge over the Bear Camp River to the point begun at, then proceeding by said line in a southwesterly direction to the point of beginning. Meaning to convey to Whittier Lifts, Inc. all Richard L. Hobbs and Orodon S. Hobbs right, title and interest to the Nutter Lot, so-called, which has not been conveyed previously. See Carroll County Registry of Deeds Book 323, Page 358 (Lot #4)

TRACT 9: An additional tract of land situated in Ossipee, described as follows: Beginning on the road leading from West Ossipee to South Tamworth (River Road) at a point on the mountain side of the road, where the line between the farms formerly of Alvah Lord and Larking D. Hobbs crosses said road, and runn ng southwesterly on said line to near the top of the mountain where the ledge first crops out, and near to the point where the cow pasture fence formerly stood, thence turning and running at right angles southeasterly to the land of Orodon P. Hobbs (Nutter lot, so-called), thence by said Hobbs land northeasterly to said road, thence northwesterly by said road to the point begun at, containing forty acres more or less. This lot was deeded to Wentworth and Myra Hobbs by Warren J. Hobbs on February 4, 1902. Also see Carroll County Registry of Deeds, Book 143, Page 269 and Book 323, Page 358 (Lot #5)

TRACT 10: A certain parcel or tract of land situated in Ossipee, described as follows: Beginning at a point on the boundary line between the granted premises and land now or formerly of William H. Lord (at one time Alvah Lord's land) near the top of the mountain where the ledge first crops out and near to the point where the cow pasture fence formerly stood, and running southwesterly on said Lord's land and land of Orodon P. Hobbs to the southwesterly line of the Nickerson Grant, thence southerly on said line to land formerly of Nahum Nutter, thence northeasterly on said Nutter land to a point on the boundary line of said land where a line runs at right angles from said line will hit the point begun at. This conveyance is intended to include all the land formerly belonging to the Larkin D. Hobbs farm lying southwesterly of land deeded to Wentworth B. Hobbs and Myra K. Hobbs by Warren J. Hobbs, said deed recorded in the Carroll County Registry of Deeds at Book 117, Page 547. Also see Book 143, Page 173 and Book 323, Page 358 (Lot #6) in said Registry of Deeds.

As further title reference, see Probate Docket #16656 for the chain of title to above described premises, and deed of Robert A. Hill to Richard L. Hobbs, et al, dated January 12, 1973, recorded in the Carroll County Registry of Deeds. See also Carroll County Registry of Deeds Book 733, Page 472 and 473 as to the interest of Ranald P. Hobbs and Barbara H. Dalton, and Book 734, Page 24 as to the Power of Attorney of Richard L. Hobbs.

MEANING AND INTENDING to describe and convey the same premises conveyed by Warranty Deed of Richard L. Hobbs and Orodon S. Hobbs to Whittier Lift Trust, dated December 30, 1979, recorded at the Carroll County Registry of Deeds at Book 773, Page 296.

TRACT 11: Lot #113 in the Upper Ranges of One Hundred Acre Lots in the Town of Ossipee with the exception of that portion of said Lot #113 lying westerly and northerly of the Nickerson Grant Line (so-called) and the old highway leading from what was formerly known as the Ezra Gilman Place to the highway leading from West Ossipee to South Tamworth, previously deeded to R.L. Harmon and G.K. Howard.

This deed is delivered in connection with the settlement of a Petition to Quiet Title captioned "Whittier Lifts Trust vs. The Retsof Company Trust Docket #89-E-076" in Carroll County

Superior Court. The Retsof Company Trust releases all of its right, title, and interest to the above described real estate, including but not limited to its claim of title under a deed of Franconia Paper Corporation to Ossipee Mountain Associates dated May 20, 1970, and recorded in the Carroll County Registry of Deeds at Book 465, Page 335. The Retsof Company Trust also releases any and all claims of adverse possession to the above described real estate

For Whittier Lifts Trust title, see deed of Frank K. Hobbs by Dana J. Brown, Trustee, to Orodon P. Hobbs dated June 21, 1901, and recorded in the Carroll County Registry of Deeds at Book 116, Page 199. See also deed of Inez L. Hill, individually and as executrix under the will of Orodon P. Hobbs, dated April 17, 1956, and recorded in said Registry of Deeds at Book 311, Page 405. See also deed of Richard L. Hobbs and Orodon S. Hobbs to Whittier Lifts Trust dated December 30, 1979, and recorded in said Registry of Deeds at Book 773, Page 296.

MEANING AND INTENDING to convey the same premises conveyed by Quitclaim Deed of Shepard P. Brown, Trustee of The Retsof Company Trust to Whittier Lifts Trust, dated September 29, 1992, recorded in Carroll County Registry of Deeds at Book 1511, Page 700

TRACT 12: A certain tract of woodland known as the Mountain Lot, located on Mount Whittier, Ossipee, Carroll County, New Hampshire being described as follows:

The northwesterly part of lot numbered one hundred and seven (Lot 107) in the upper division of lots, northwesterly by land formerly owned by Gedeon Gilman, southerly and easterly by land remainder of the lot formerly owned by Isreal Gilman and northerly by a certain gore of land, owner unknown. Said lot contains 50 acres, more or less. This grant is made subject to a reservation to Ann W. Lindner, Guardian of Kenneth L. Allen, as set forth in a Fiduciary Deed dated April 2, 1999 and recorded in the Carroll County Registry of Deeds at Book 1803, Page 776

MEANING AND INTENDING to describe and convey the same premises conveyed by Quitclaim Deed of David W. Orino to Mario Chiaravelotti, Trustee of Whittier Lifts Trust, dated January 11, 2002, recorded in the Carroll County Registry of Deeds at Book 1992, Page 142

For further reference see Quitclaim Deed of Whittier Lifts, Inc. to Whittier Lifts Trust dated July 6, 1999, and recorded in the Carroll County Registry of Deeds at Book 1825, Page 658

For Further reference see Quitclaim Deed of Whittier Lifts Trust to Whittier Lifts, LLC dated December 6, 2002, and recorded at the Carroll County Registry of Deeds at Book 2094, Page 518.

TOGETHER WITH an easement and right-of-way as described in a deed of Gordon C. Wentworth to Whittier Lifts, Inc. dated June 9, 1975, and recorded in the Carroll County Registry of Deeds at Book 595, Page 326

SUBJECT to an Easement Deed of Whittier Lifts, LLC to Whittier Communications, Inc. dated June 17, 2005, and recorded in the Carroll County Registry of Deeds at Book 2429, Page 755

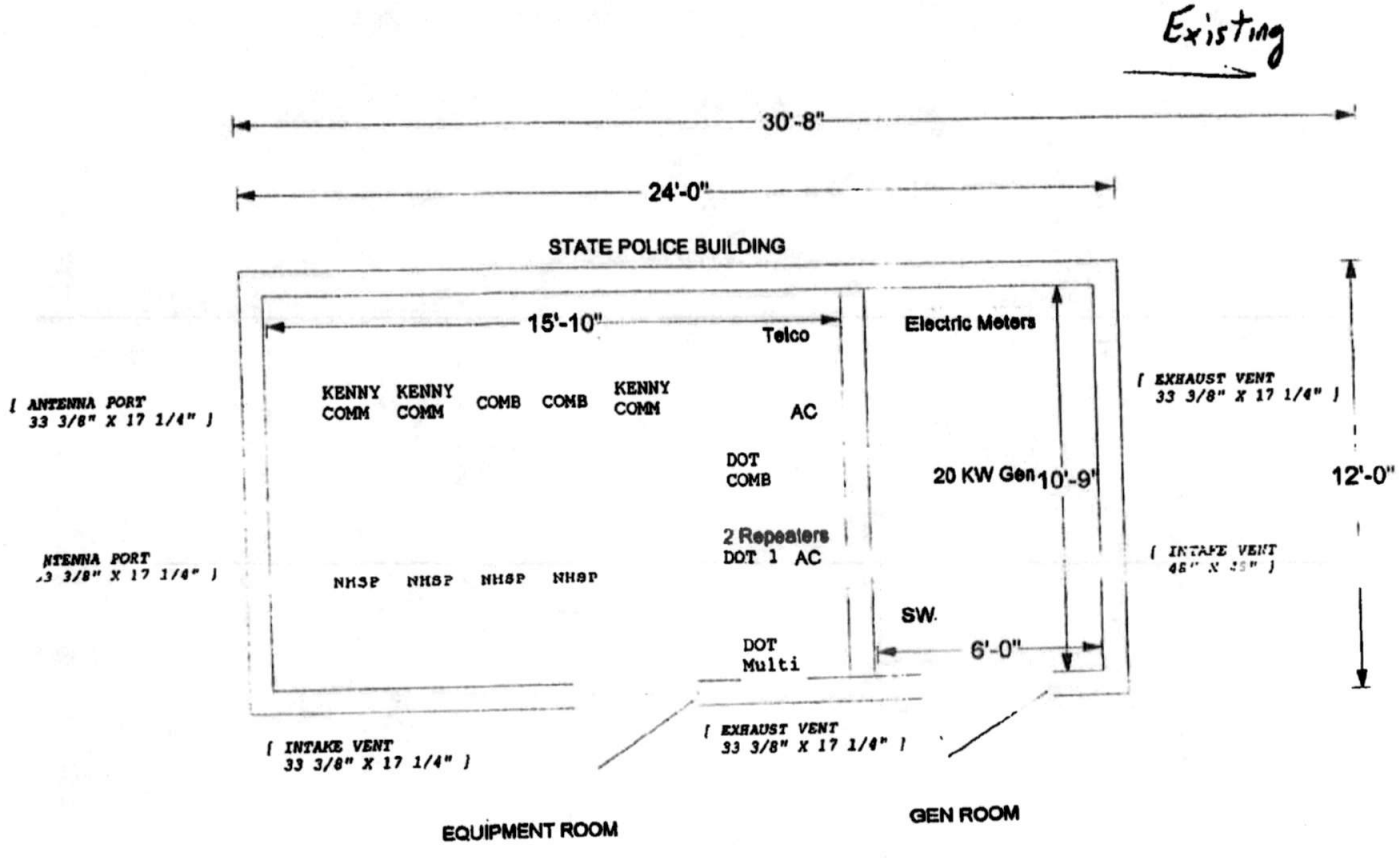
It is the Grantor's intention to convey all realty owned by the Grantor on or around Mt. Whittier to the Grantee. Accordingly, the Grantor does hereby grant to the Grantee, with quitclaim covenants, any realty it presently owns on or around Mt. Whittier to the extent not specifically granted herein. Further meaning and intending to describe and convey all the Grantor's realty comprising the following Ossipee tax lots:

008-003-000
008-007-000
016-002-000
016-003-000
016-011-000
201-002-000
202-002-000
203-001-000
203-003-000
203-004-000
203-005-000

EXHIBIT B
(TO TOWER SITE LEASE NO. [_____])

SITE DRAWING AND DESCRIPTION OF THE PREMISES

Existing



WHITTIER BUILDING

EQUIPMENT PLACEMENT

A-12

EXHIBIT C
(TO TOWER SITE LEASE NO. [_____])

PERMITTED EQUIPMENT AND FREQUENCIES AND ADDITIONAL PROVISIONS

(This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.)

A. Antenna System

1. Receive (RX) Antenna Make — Decibel, DB638
2. RX Antenna Mounting Height: — 170 feet
3. RX Antenna Length — 14.4-feet
4. Transmit (TX) Antenna Make: — Decibel, DB638
5. TX Antenna Mounting Height: — 100-Feet
6. TX Antenna Length — 14.4-feet
7. Feedline type and size: — (7/8 inch Andrew Heliax Cable)
8. TX / RX Incorporated Receiver Multi-coupler Co-located on TX Combiner Rack
9. TX / RX Incorporated , Transmitter Combiner rack with two-DOT tunable cavities, and space for one additional tunable cavity.

B. Radio Transmitter Equipment

1. Repeater One: — Ericsson, MASTR III
   a) Frequency 453.025
   b) Power Output: 100-Watts
   c) Serial # 1728932
2. Repeater Two: — Ericsson MASTR III
   a) Frequency 453.975
   b) Power Output: 100-Watts
   c) Serial # 1331655

ANTENNA MOUNTING SPECIFICATIONS

1. A customer ID tag will be attached in a visible location on the antenna mount. All antennas will be mounted with stainless steel or heavy Zinc coated hardware. Any welded devices will be painted thoroughly with a heavy-duty type paint. No exposed iron is permitted. On-going maintenance to this spec is the customers responsibility.

2. Pig tails will not be overly long, nor cross in front of, or be connected to any other feed. Pigtails may be mounted to cross braces with stainless steel hose clamps, ½" wide DV resistant tie wraps, or ½" wrap lock, but only on a lower facing surface. No form of adhesive tape or twist wire wrap is acceptable.

3. The terminal end of the feedline must be securely fastened in a manner acceptable to us. This may be by a cable lift harness/strain relief, or bolt on bracket or any other means that will support the total weight of the feed line should all or any intermediate support fail. Again, the guidelines of spec #1 hold true. A customer ID tag will be attached within three (3) feet of the end.

4. The feedline will be securely clamped to the waveguide bridges on the inside, or to the horizontal cross braces on the tower face every seven (7) feet. These attachments will be made with approved hardware. (See attachments). Customers with more than one feedline may bundle their feeds together. All feedlines will run vertically on the tower face or waveguide bridge without crossing any others. A customer ID tag (weather resistant) will be placed on each feed line every fifty (50) foot set minimum. Suggested spacing between adjacent mounting hardware clips is two (2) inches.

5. Feedlines exiting the inside of the tower will neatly follow the general path taken by other feedlines going to the ice guard/waveguide bridges. Feedlines exiting the tower face will likewise neatly follow the general path of other mounted feedlines going to the ice guard/waveguide bridges. Feedlines are to be run just as on tower. ID tags will be placed anywhere in a three (3) foot area midway to the building. No cables are to be run on the ground.

6. Feedlines exiting the ice guard/waveguard bridges going to the equipment room will make a neat bend to the three (3) brackets leading to the building entry port and will be secured in a manner similar to the tower runs. Only one feedline per entry port hole. Sealing of the entry port is required and is the responsibility of the customer and to the satisfaction of Lessor. ID tags just before port entry is required.

7. Feedline runs going to the equipment room will be done neatly. Runs will be as straight as possible and there will be no crossing over on the lower side of runs. We recommend using conduit clips screwed to the joists.

8. Feedline termination at equipment will be done in a professional manner. ID tags will be placed within one (1) foot of the feedline end.

9. All equipment shall be grounded at the top of the cable and at the bottom and at the entrances of the building.

10. Any questions or disputes involving requirements of preceding paragraphs will be resolved by Lessor. Final inspection of installation will be made by the customer and site manager. Site access will be approved by Lessor.

Additional provisions related to the Lease and Equipment:

- Lessee shall have the right to add a tunable cavity to the existing combiner rack at the Premises.

- Lessee agrees that Lessor may use the remaining positions on the antenna combiner rack and may increase the number of tunable cavities with Lessee's consent, which shall not be unreasonably withheld; provided, however, that Lessee DISCLAIMS ALL WARRANTIES THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE and Lessor indemnifies Lessee from and against any and all claims, liabilities, suits or penalties arising out of acts or omissions of the Lessor with respect to Lessor's or third parties' use of the Equipment. Lessee shall not consent to such use by third parties if such use would interfere with Lessee's use of Lessee's equipment.

- Lessee shall be authorized to place one (1) Receive only antenna with the tip of said antenna not to exceed its current height without written approval of the New Hampshire Department of Safety. Lessee agrees that Lessee shall see to it that their system is grounded and that all components used in their antenna system (including clamps, connectors, grounding cables) are free of corrosion. Lessee shall also comply with antenna mounting specification.

EXHIBIT D
(TO TOWER SITE LEASE NO. [_____])

INSURANCE REQUIREMENTS

Lessee is self-insured.

Lessee shall require its contractors and subcontractors (collectively, the "Contractors" and each a "Contractor") who are entering the Site or performing any work at the Site to carry the following insurance:

(a) Property: Contractor shall insure the property of others for which Contractor is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Contractor's equipment, including business interruption.

(b) Business Automobile Liability: Contractor shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	$1,000,000.00

(c) Commercial General Liability: Contractor shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	$1,000,000.00
Products & Completed Operations Limit	$1,000,000.00
Personal Injury & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Damage to Rented Premises	$ 100,000.00
Medical Expense Limit	$ 5,000.00

(d) Workers Compensation:

Employers Liability (State of the site location)	Statutory
Limit each accident	$ 100,000.00
Limit disease aggregate	$ 500,000.00
Limit disease each employee	$ 100,000.00

Lessee shall require its Contractors to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

(a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	$1,000,000.00

General aggregate limit	$1,000,000.00

(b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

Each occurrence limit	$3,000,000.00
General aggregate limit	$3,000,000.00

(c) Tower Climbers: Work at a Site in <u>any</u> capacity that requires climbing the tower:

Each occurrence limit	$5,000,000.00
General aggregate limit	$5,000,000.00

Prior to any Contractor entering the Site, such Contractor or Lessee will provide Lessor with certificates of insurance evidencing required coverage in force for the Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on each policy, except workers compensation insurance policies. Contractor will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the Lease in companies legally qualified to transact business in the state of New Hampshire, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

EXHIBIT E
(TO TOWER SITE LEASE NO. [_____])

Sub-Lease and License Agreement, dated as of August 28, 1997

(Attached)

State of New Hampshire

OFFICE OF THE COMMISSIONER
DEPARTMENT OF SAFETY
JAMES H. HAYES SAFETY BLDG. 10 HAZEN DR. CONCORD, N.H. 03305

RICHARD M. FLYNN
COMMISSIONER

August 27, 1997

Her Excellency, Governor Jeanne Shaheen
And the Honorable Council
State House
Concord, New Hampshire 03301

RESOLUTION

Be it resolved to authorize the Department of Safety to enter into a lease with Whittier Communications, Inc. of Rochester, N.H. 03867 to install and operate a communications tower and shelter on Mt. Whittier in Ossipee, N.H. for the State Police Radio System. In exchange for these services, the department will permit Mt. Whittier Communications, Inc., to utilize excess space on the tower in lieu of monthly rent.

EXPLANATION

The new radio system being installed by the Division of State Police requires a radio communications site in the Tamworth, N.H. area to establish two-way communications coverage for mobile and portable radio's. As a result, the Division has successfully negotiated a 30 year lease with Mt. Whittier Communications, Inc. of Rochester, N.H. for the installation of a state owned radio communications tower and shelter on Mt. Whittier in Ossipee, N.H. In lieu of monthly rent, Mt. Whittier Communications will be permitted to utilize excess space on the tower and in the shelter as they deem necessary..

This lease has been reviewed and approved by the Attorney General's Office for substance and execution.

We respectfully request your approval so that the Division of State Police can proceed in the construction of the State Police radio system.

Respectfully Submitted,

Richard M. Flynn
Commissioner of Safety

RMF/fhb

SUB-LEASE and LICENSE AGREEMENT

This Sub-Lease and License Agreement is made this the 28 day of August, 1997, by and between Whittier Communications, Inc., a New Hampshire corporation with a principal place of business at 68 Walnut Street, Rochester, New Hampshire (hereinafter sometimes referred to as "Lessee"), and The State of New Hampshire, Department of Safety, ("State") an agency of the State of New Hampshire with principal offices located at Hazen Drive, Concord, New Hampshire, (hereinafter sometimes referred to as "Sub-Lessee").

WHEREAS, Lessee is party to a certain lease agreement dated June 4, 1996 by and between Lessee and Whittier Lifts Trust, (hereinafter sometimes referred to as "Lessor"), for a portion of the premises located on Mt. Nickerson, also known as "Mt. Whittier Skiing area," to wit a certain portion of lot #23 (hereinafter "Leased Premises"); and

WHEREAS, the State does desire to sub-lease from Lessee the property that is the subject of said lease agreement in order to erect a certain communications tower on the premises in accordance with the terms and conditions of this Sub-Lease Agreement; and

WHEREAS, the Lessee does desire entering into a license agreement to operate and maintain communications equipment located on the communications tower to be erected by the Sub-Lessee on the Leased Premises; and

WHEREAS, Whittier Lifts Trust, "Lessor" under said lease agreement dated June 4, 1996, does consent to such Sub-Lease and Licensing Agreement in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

1. Leased Premises: The Leased Premises shall consist of a portion of the premises located on Mt. Nickerson, also known as "Mt. Whittier Skiing area," to wit a certain portion of lot #23 (hereinafter "Leased Premises), and the improvements,

including those presently existing or as may be erected by the Sub-Lessee pursuant to the terms hereof, located thereon all more particularly described in "Exhibit A" attached hereto and incorporated by reference and made a part hereof.

2. Term: The Initial Term of this shall be for a period of thirty years. Upon the expiration of said term, the parties to this agreement may agree to extend the terms of this lease agreement upon such terms and conditions as may be agreed between the parties at such time, with the specific provision that only the terms of paragraphs 2 and 3 hereof shall be negotiable and subject to modification and agreement, while the remainder of this Agreement shall remain in full force and effect. In the event that the parties are unable to agree upon terms satisfactory to both parties, then this lease shall terminate pursuant to the terms set forth herein.

3. Rental Amount: In consideration of the Sub-Lessee entering into this sub-lease agreement and fulfilling the terms and conditions set forth herein, the rental amount for the initial term of this lease shall be $1.00, and other value consideration.

I. The Sub-Lessee shall construct, at its sole cost and expense, a one hundred eighty foot (180') communications tower and perform the following tasks and erect the following improvements related thereto:

a. Site surveying;
b. Tower foundation design;
c. Tower foundation;
d. Install and maintain proper tower mounts;
e. Purchase of a new 180' tower suitable for the intended use thereof and agreeable to the Lessee and in conformance with the specifications provided by the Lessee;
f. Erect said tower;
g. Erect and maintain a security fence around the Leased Premises;
h. Install cable ladders;
i. Construct and maintain a service building, erected on a suitable slab foundation, providing unto the Lessee

exclusive use and access to a work space not to be more than 50% of the total building space;

j. Install electrical service to said service building;

k. Site grounding;

l. Complete a rough survey of the access road which has been constructed by the Lessee so that the access road area can be defined.

II. The Sub-Lessee shall service and maintain the above personal property and improvements in proper working order suitable for the intended purposes of this Agreement.

4. Taxes: The Sub-Lessee hereby warrants that the Leased Premises and improvements located thereon shall be exempt from taxation, with the exception of a portion of the service building that may be occupied by the Lessee/Licensee, pursuant to NHRSA 73:23. It is expressly understood that the communications tower to be erected by the Sub-Lessee is personal property, and exempt from taxation pursuant to NHRSA 73 and New England Telephone and Telegraph Co v. Franklin. In the event that the taxing municipality of Ossipee seeks to impose any municipal tax or other charges deriving from the demised premises, the communications tower, or any improvements located thereon, except those taxes imposed upon that portion of the service building occupied by the Lessee/Licensee, then the Sub-Lessee agrees to invoke those rights and privileges as the sovereign power to avoid such taxes, and to otherwise prevent the imposition of any such taxes or governmental charges, to include taking action in a court of appropriate jurisdiction to bar, prohibit or enjoin the imposition and/or collection of such taxes or municipal charges. In the event such taxes or charges are in fact collected or imposed upon the Lessee, then the Sub-Lessee shall indemnify and hold Lessee harmless from such taxes or governmental charges within thirty (30) days of the payment by Lessee of any such tax or governmental charges.

a. Current Use: To the extent that the Leased Premises may be currently enrolled on the tax records of the Town of Ossipee under the current use classification provided in NHRSA 79-A, the Sub-Lessee shall be responsible for terminating such tax status, and paying or otherwise satisfying at its sole cost

and expense the assessment of land use change taxes or charges set forth in said statute.

5. Use of the Premises: Sub-Lessee shall use the Leased Premises for the purposes of constructing and operating a one hundred eighty (180') foot communications tower, including the erection of a tower for broadcasting, transmitting or receiving electronic signals, communications and telecommunications, and to install, maintain, store and repair equipment necessary for such purpose, and for such other lawful equipment necessary for such purposes, and for such other related lawful purposes for which the Leased Premises may be used, provided the same is not in violation of any state or federal law, rule or regulation. The said communications tower shall not be a fixture upon the land, and shall be constructed in a manner suitable to the removal of the same as provided herein.

a. The Sub-Lessee may install, operate and maintain a maximum of six (6) antenna's, arrays, devices or equipment upon the communications tower solely for the use of the State of New Hampshire.

b. Pursuant to paragraph 6 below, the Lessee, or Sub-Licensees thereof, may install, operate and maintain, the following antenna's, arrays, devices or equipment upon the communications tower to the extent that the same do not interfere with the use of said communications tower by the Sub-Lessee as set forth above.

6. License Agreement: The Sub-Lessee hereby gives and grants to Lessee/Licensee the license to possess and control, at no cost to Lessee/Licensee or its sub-licensees, all that space on the tower not otherwise allocated to the Sub-Lessee pursuant to paragraph 5a. above and pursuant to a certain License Agreement by and between the parties as more particularly set forth in Exhibit A, License Agreement, which License Agreement is hereby expressly incorporated by reference herein and made a part hereof.

7. Plans and Specifications: Sub-Lessee shall have the right to construct any improvements to the Leased Premises which it deems necessary or desirable for the operation of its business. The Sub-Lessee shall provide the Lessee with detailed plans and specifications for any permanent structures or alterations, together with a site plan identifying the location

of such improvements. The Sub-Lessee may remove personal property and equipment at the termination of the Lease, with the exception that ownership of the communications tower and improvements to the Leased Premises, including but not limited to the service building, fencing, and related improvements, may, at the sole option of the Lessee, or if Lessee fails to exercise such option then the Lessor, be vested in the Lessee upon the termination of this Sub-Lease and License Agreement. However, any improvements made by the Lessee which become fixtures to the Leased Premises, to include service buildings, shall remain and become part of the Leased Premises, and shall not be removed by the Sub-Lessee unless directed, at the sole option of the Lessee and Lessor, to do so. It is specifically agreed that any communications tower to be erected on the site may, at the sole option of the Lessee, or if Lessee fails to exercise such option the Lessor, upon termination of this Agreement, become the property of the Lessee or Lessor as may be appropriate. In the event that neither the Lessee nor Lessor exercise the option contained herein, then the Sub-Lessee shall remove all property, real and personal, including fixtures and improvements, from the Leased Premises.

Sub-Lessee agrees that it will not permit any mechanics, materialmen's or other liens to be recorded against the Leased Premises for work or materials furnished Lessee in connection with any construction, alteration, improvements, additions or new construction on the Leased Premises. Sub-Lessee shall pay any judgments or decree rendered against the Lessee or Lessor related to the Leased Premises, with all proper costs and charges, and shall cause any lien against the Leased Premises to be discharged and released, without cost to Lessee or Lessor. Notwithstanding the above, it is hereby agreed that the Sub-Lessee shall have the right to contest the validity of any such lien or encumbrance, and may, in it's sole discretion, pay the same.

Lessor agrees that it will not permit any mechanics, materialmen's or tax lien or other liens to stand against the overall property of which the Leased Premises are a part. Sub-Lessee shall have the right, but not the obligation, to pay any such lien, tax, rent or other obligation that may affect the Sub-Lessees peaceful enjoyment of its leasehold interest. In any such event, Sub-Lessee may elect to take such action as it deems appropriate to collect the same, as may be permitted by law. Lessor shall indemnify and hold harmless the Sub-Lessee from any

such payments made together with all costs of collection, including reasonable attorney's fees.

8. Compliance with Laws: Sub-Lessee shall be responsible for compliance with any and all federal and state laws at Sub-Lessee's sole cost and expense.

9. Insurance; Indemnification: Sub-Lessee, an agency of the State, is a self-insured body, and possesses certain rights and privileges of sovereign immunity. As such, it has no obligation to provide independent insurance covering the Leased Property, the communications tower, or the improvements or fixtures erected or located thereon, the Lessor or Lessee, or the licensees, invitees, or guests thereof, or of trespassers or other third parties accessing the property. Notwithstanding the above, the Sub-Lessee does agree as follows:

a. Sub-Lessee agrees to indemnify and hold Lessor, Lessee and Sub-Licensees of Lessee harmless from any and all claims, demands, actions or causes of action from liability for personal injury or property damage to the extent that they result from or arise out of the acts or omissions of Sub-Lessee, its employees, agents or employees thereof, or any claims of third parties, in, on or about the Leased Premises, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Lessor, Lessee or Sub-Licensees, their employees, agents or employees thereof.

b. Lessor and Lessee agree to indemnify and hold Sub-Lessee harmless from any and all claims, demands, actions or causes of action for liability from personal injury or property damage to the extent that they result from or arise out of the acts or omissions of Lessor, Lessee or Sub-Licensees of Lessee, their employees, agents or employees thereof, in, on or about the Leased Premises, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Sub-Lessee, its employees, agents or employees thereof.

10. Assignments; Successors: Sub-Lessee may not assign this Sub-Lease or sublet the whole or any part of the Leased Premises, without the express written consent of the Lessee and Lessor. This Sub-Lease and License Agreement shall be binding upon the Lessee and Sub-Lessee and their successor(s) in interest. Notwithstanding the above, the Lessor or Lessee may assign or convey all or part of their respective interests in the

Leased Premises or this Sub-Lease Agreement without the consent of the Sub-Lessee, with any such assignee or successor being fully bound by the terms and conditions hereof.

11. Subordination: This Agreement SHALL NOT be subject or subordinate to any mortgage of Lessor. Lessor shall arrange for said mortgage to be subordinated to this Lease Agreement or obtain a Non-Disturbance Agreement from any Mortgagee in a form satisfactory to Sub-Lessee's Attorney and which protects Lessee from all legal actions, including foreclosure, which any Mortgagee may have against Lessor/Mortgagors.

12. License to Access Leased Premises: Sub-Lessee is hereby granted a license to cross the property of the Lessor to have access to the Leased Premises. This access shall be provided by the access road described in Exhibit __ attached hereto, or as may otherwise be agreed between the parties. Lessor and/or Lessee shall at no time hinder, obstruct, block or in any other way prevent Lessee or Sub-Lessee from the access to the Leased Premises as set forth herein. This license shall be non-exclusive.

Lessor shall give to Sub-Lessee a license or right of way for power poles located on the Lessor's retained Premises to the Leased Premises for power & telephone service, which license or right of way shall be non-exclusive.

13. Surrender of Leased Premises: Sub-Lessee shall, at the expiration of the Lease, remove all Lessee's personal property, goods and effects from the Leased Premises, with the exception that the tower may become the personal property of the Lessee or Lessor as provided in paragraph 7 above. Further, any improvements or fixtures upon the land may, at the sole option of the Lessee and Lessor, remain on the property, or, if such option is not exercised, be removed by the Sub-Lessee. Sub-Lessee shall deliver the Leased Premises to the Lessee or Lessor in the same general condition as it was in at the commencement of the term or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only, excepted, it being understood that the removal of flora and fauna may not be restored to the condition existing at the commencement of this Lease Agreement.

14. Notice of Lease: The parties hereto shall cause a Notice of Lease to be recorded in the Carroll County Registry of Deeds pursuant to RSA 477:7-a.

15. Notices: Any notice from Lessor, Lessee or Sub-Lessee relating to the Leased Premises or the occupancy thereof, or to any other right or responsibility set forth herein, shall be deemed duly served if mailed via First Class mail, registered or certified, return receipt requested, postage prepaid to :

Lessor: Whittier Lifts Trust
Mario Chiaravelotti, Trustee
P.O. Box 765
N. Conway, NH 03860

Lessee: Whittier Communications, Inc.
John T. Kenney, Pres.
c/o 68 Walnut Street
Rochester, N.H. 03867

Sub-Lessee: State of New Hampshire
Department of Safety
State Police
Commander, Support Services Bureau
Hazen Drive
Concord, NH 03305

Any party hereto shall give notice of change of address to the other parties by letter, certified mail, return receipt requested.

16. Severability: If any provision of this Lease or portion of such provision is held in doubt or unenforceable, in whole or in part, the remainder of the Lease shall not be affected thereby and shall be enforceable to the fullest and broadest extent permitted by law.

17. Security Interest: Sub-Lessee may not assign, pledge, hypothecate or otherwise convey any interest or security interest in the Sub-Lessee's leasehold interest in the Leased Premises without the express prior written consent of the Lessee.

18. Eminent Domain: If during the term of this lease the Leased Premises, or any portion thereof, shall be taken by reason of any exercise of the power of eminent domain, this lease may be

terminated, with sixty day advance written notice, at the election of any party hereto. Any award or compensation for such taking shall be payable solely to the Lessee, and the Sub-Lessee shall receive no compensation for such taking. Upon such termination, any and all responsibilities provided for in this lease, to include payment of rent, removal of goods, fixtures or personal property, shall cease.

19. Hazardous Waste: The Sub-Lessee hereby warrants and covenants that it shall not cause to be stored or disposed on the Leased Premises any hazardous waste, hazardous substances, hazardous materials, toxic substances or toxic pollutants on the Leased Premises, and that any such materials on or about the Leased Premises, to the extent the same may be necessary to effectuate the purposes of this Agreement, shall be properly removed by the Sub-Lessee in full compliance with applicable Federal, state and local regulations governing the storage, movement and disposal of such substances or materials. Sub-Lessee shall indemnify and hold Lessor and/or Lessee harmless from any claim, cost or expense arising from such hazardous materials generated by the Sub-Lessee, or its employees, agents or employees thereof. For the purpose of this agreement, the terms "hazardous waste," "hazardous substances," "hazardous materials," "toxic substances" or "toxic pollutants" shall have the meaning ascribed to those terms in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Conservation and Liability Act, the Hazardous Materials Transportation Act, and the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law, rule or regulation.

20. Term of Default: The failure of any party hereto to abide by the terms and conditions set forth in this Lease Agreement shall be a term of default. In the event of any legal action taken to enforce the terms and conditions of this Lease Agreement, the prevailing party shall be entitled to an award of reasonable costs and expenses.

In the event that the Lessee is in default of any terms, conditions or covenants contained herein, or in Lessees Lease Agreement with the Lessor, then the Lessor hereby warrants and covenants that it shall fully respect, uphold, implement and abide by the terms and conditions set forth herein, and that such default by the Lessee shall have not bearing or consequences of

the Sub-Lessee's right and interest to the Leased Premises. Lessor shall hold Sub-Lessee harmless from any claim, demand, action or cause of action, and shall release the Sub-Lessee from any liability, for any reason whatsoever arising from or out of the Lessee's default of any such term, conditions or covenants in said Lease Agreement between the Lessor and Lessee.

21. Power: Sub-Lessee shall be solely responsible for any and all power, electricity or other utility services or charges required by or for its intended use of the Leased Premises as the same pertain to the Sub-Lessee.

22. Merger: It is agreed and understood that this Sub-Lease and License Agreement contains all the agreements, promises or understandings between the parties with respect to the subject matter hereof, and that no oral agreements, promises, or understandings shall be binding upon either Lessor, Lessee or Sub-Lessee in any dispute, controversy or proceeding, and any addition, variation or modification of this agreement shall be void and ineffective unless made in writing and signed by the party to be charged.

23. Claims or Demands: Any claims relating to the condition of the Leased Premises, including but not limited to Sub-Lessee's obligations, if any, to maintain or repair the Leased Premises or to make any improvements or alterations or to remove or restore such items, must be presented in writing by Lessor or Lessee to Sub-Lessee within One Hundred Twenty Days (120), which time is of the essence, after expiration or termination of this Agreement, or any such claim or claims shall be irrevocable waived.

24. In the event that the Sub-Lessee abandons the communications tower and other improvements erected on the Leased Premises by the Sub-Lessee, ownership of the communications tower and other improvements abandoned by the Sub-Lessee shall pass to the Lessee.

25. Governing Law; Venue: This Agreement and the performance thereunder shall be governed, interpreted, construed and regulated by the laws of the State of New Hampshire. Any action to enforce the terms and conditions therefore shall be solely adjudicated by a court of appropriate jurisdiction in said state, which courts alone shall exercise jurisdiction over any such claim or claim to the exclusion of all other courts or tribunals.

IN WITNESS WHEREOF, the Parties have hereunto signed this Sub-Lease and License Agreement on the day and year above written.

LESSEE:
WHITTIER COMMUNICATIONS, INC.

Witness

By: John T. Kenney, Pres.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY

Witness

By: RICHARD M. FLYNN, COMMISSIONER OF SAFETY

Consent of Lessor

Whittier Lifts Trust, the Lessor as described in the foregoing Sub Lease and Licensing Agreement, does hereby consent to the terms and provisions of said Sub Lease and Licensing Agreement.

In witness whereof, Whittier Lifts Trust sets its hand and seal on the 26 day of AUG 97, 1997.

LESSOR:
WHITTIER LIFTS TRUST

Barbara Chiaravelotti
Witness

Mario Chiaravelotti
By: Mario Chiaravelotti
Its: Trustee

EXHIBIT F
(TO TOWER SITE LEASE NO. [_____])

License Agreement, dated as of August 28, 1997

(Attached)

EXHIBIT A

LICENSE AGREEMENT

This License Agreement is made on this the 28 day of August, 1997, by and between The State of New Hampshire, Department of Safety, of Hazen Drive, Concord, New Hampshire, hereafter "Licensor," and Whittier Communications, Inc., a New Hampshire Corporation with a principal place of business located at 68 Walnut Street, Rochester, New Hampshire, hereafter "Licensee."

WHEREAS, Licensee desires to occupy space on a certain communication tower located on Mt. Nickerson, a.k.a. Mt. Whittier, Town of Ossipee, County of Carroll and State of New Hampshire (hereafter "tower"), said tower being owned by Licensor and erected on the property more specifically set forth in the Sub-Lease and Licensing Agreement between the parties; and

WHEREAS, Licensee desires to sub-license to others (hereafter "sub-licensees") to install, maintain, operate, repair and/or replace certain radio equipment on the Leased Premises and antenna(s) on the tower, and Licensor agrees that said Leased Premises and tower may be used for such purpose;

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. a. Licensor hereby gives and grants to Licensee the license to enter into Sub-License Agreements with others to install, operate and maintain, at the Licensee's or Sub-Licensee's expense and risk, equipment and antenna arrays and associated transmission lines and mounting apparatus to be located on that portion of the tower licensed to the Licensee, as well as equipment shelters as may be required thereby, on the Leased Premises, both as will be more particularly set forth on an exhibit to this Sub-Lease and License Agreement and Sub-License Agreements , which Sub-License Agreements shall be subject and subordinate to this Sub-Lease and License Agreement. A Notice of Sub-License Agreement shall be provided by Licensee

to Licensor within five (5) days of execution of any such Sub-License Agreement. The antenna(s), at Sub-Licensee's sole cost and expense, will be securely mounted to the Tower and the coax appropriately strapped and grounded. From the tower to the shelters a cable guide similar to that used by Licensor shall be used by any Sub-License.

b. Sub-Licensee's will erect, install and maintain, at their expense, the shelters, as shown on Exhibit A to the Sub-License Agreement.

c. Licensee and/or Sub-Licensees shall provide to Licensor general plans and specifications setting forth their intended work and installation on the Leased Premises and the tower, including equipment, antennas and frequencies to be used.

2. The terms of this License agreement shall be coterminous with the Sub-Lease and License Agreement, as the same may be extended, unless sooner terminated in accordance with the terms of said Sub-Lease and License Agreement or as set forth herein, but in no event later than the day before the said Sub-Lease and License Agreement shall terminate.

3. Licensee will have a separate power meter. The invoices from the power company will be sent directly to Licensee, who shall hold Licensor harmless from any such invoice or charge properly the responsibility of the Licensee or Sub-Licensees.

4. a. Licensee and/or Sub-Licensees are authorized to locate, construct and erect at their sole costs and expense a service building intended for the sole use of such Licensee and/or Sub-Licensees as the same may agree upon the Leased Premises, said building to be the exclusive property of the Licensee or Sub-Licensee as the case may be, which property shall be considered private property as defined in the federal and state constitutions, which building shall not be accessible by the Licensor, or any party claiming rights arising from the Licensor, except pursuant to the valid exercise of police powers of the state. Notwithstanding the terms and conditions of paragraph 4 of the Sub-Lease and License Agreement, it is understood that any such building erected pursuant to this clause may be taxable property, and responsibility for payment of any tax or governmental charge related thereto shall rest with the owner thereof, and not the Licensor.

b. Licensee and Sub-Licensees shall comply with all present and future laws, regulations and requirements of all federal, state and local governments and their agencies as they relate to their installations, use and occupancy described herein. Without limitation of the generality of the foregoing, Licensee and Sub-Licensees shall at all times install, maintain and operate said equipment in accordance with all requirements of the Federal Communications Commission and all other provisions or requirements of law or regulation now or hereafter applicable.

c. In the event any sub-Licensee's transmission and/or equipment create interference with Licensor's broadcast/radio operations, or with the frequency of any other Sub-Licensee on the Leased Premises, Licensee and Sub-Licensee agree, upon notification of such interference, to promptly remedy same at their sole cost and expense and, if necessary, to cease operations (except for tests) until such remedy is accomplished, it being expressly understood that the integrity of the Licensor's broadcast/radio operations is crucial to the operation of the State Police and other law enforcement agencies, and to the public safety of the State and its inhabitants. It is recognized that interference can arise from may sources, therefore Licensee and Sub-Licensees shall be responsible only for interference created by their equipment. Licensee agrees to provide a similar clause to this Paragraph 4(b) in all Sub-License Agreements.

d. In the event that the parties to this agreement cannot resolve interference problems that may arise, such interfering Sub-Licensee shall suspend offensive operations pending arbitration under the rules of the American Arbitration Association, hereby agreed between the Licensor and Licensee to be the sole method of dispute resolution, the costs of which shall be born by the party found to be responsible for such interference. Participation in such arbitration shall be mandatory, and the decision thereof shall be fully binding upon the parties thereto and enforceable in a court of appropriate jurisdiction.

e. Licensee and Sub-Licensees shall assume all risks in connection with the installation, operation, maintenance and removal of their equipment located on the Leased Premises and the tower by their designated contractors, and shall hold the

Licensor harmless from any claim, demand, action or cause of action arising therefrom.

5. Licensor shall not be held liable for the care, maintenance or safekeeping of any of the property or equipment of the Sub-Licensees installed on the tower or Leased Premises pursuant to this agreement. Notwithstanding the above, in the event that the communications tower owned by the state, or the antennas, equipment or devises located thereon, or the fixture or equipment of the Licensee or Sub-Licensee located on the Leased Premises, are damaged or destroyed as a result of the actions or omissions of the Licensee or the damage or destruction of the tower for any reason whatsoever, then the Licensee shall be liable to the damaged party for such loss or damage occasioned thereby.

6. Licensor agrees that it will not give unauthorized and/or unqualified person access to Licensee's and Sub-Licensee's equipment. Licensee and Sub-Licensee may have access to their respective sub-licensed areas and equipment 24 hours a day, seven days a week, and that such access shall be restricted to authorized and qualified persons.

7. If, because of any act or omission of the Licensee or any Sub-Licensee, any mechanics lien or other lien, charge or order for the payment of money shall be filed against the Leased Premises or the tower, the responsible party shall, at its cost and expense, cause the same to be discharged of record, by bond or otherwise, within thirty (30) days after such party has received notice of the filing of the same.

8. In the event that any either the Licensor or Licensee should fail to comply with any of the provisions of the Sub-License Agreement or to perform any of their obligations hereunder, the injured party shall give the offending party written notice of such breach, and the offending party shall have thirty (30) days after receipt of such written notice to cure such default. No action may be taken by the injured party against the offending party for such breach unless that party has failed to cure the same with the said thirty (30) day period after receipt of such written notice.

10. Upon the termination of any Sub-License Agreements, the Sub-Licensees shall restore the Leased Premises to substantially the same condition in which it was received. Sub-Licensees shall

clean-up and remove all trash and refuse generated by such Sub-Licensee's use of the Leased Premises and shall replace any property that it may have relocated during the use of the Leased Premises. If the Sub-Licensees fail to restore the Leased Premises, including the removal of trash and relocation of property, the Licensee shall pay any costs incurred by the Licensor to restore the Leased Premises on its or their behalf.

11. All notices required hereby shall be in writing and be deemed to be validly given if sent by certified mail, return receipt requested, or overnight delivery, signed for by the addressee or agent thereof, addressed as follows, or at any other address that the party to be notified may have designed to the sender by like notice:

Licensor: State of New Hampshire
Department of Safety
State Police
Commander, Support Services Bureau
Hazen Drive
Concord, NH 03305

Licensee: Whittier Communications, Inc.
John T. Kenney, Pres.
c/o 68 Walnut Street
Rochester, N.H. 03867

Sub-Licensee: (Name)
c/o Whittier Communications, Inc.
John T. Kenney, Pres.
68 Walnut Street
Rochester, N.H. 03867

12. This License Agreement contains all the agreements, promises or understandings between the parties with respect to the subject matter hereof. No oral agreements, promises, or understandings shall be binding upon any party hereto in any dispute, controversy or proceeding, and any addition, variation or modification of this agreement shall be void and ineffective unless made in writing and signed by the party to be charged.

13. The rights and obligations provided herein may not be assigned by the Licensor without the express written consent of

the Licensee, which consent may be withheld in the event that the terms of such assignment are not advantageous to the interests of the Licensee. Any such assignment shall be governed by the terms and conditions of this License Agreement and the related Sub-Lease and License Agreement of near or even date. The Licensee may assign its rights and obligations hereunder without the consent of the Licensor. Any such assignment shall be governed by the terms and conditions of this License Agreement and the related Sub-Lease and License Agreement of near or even date.

14. This Agreement and the performance thereunder shall be governed, interpreted, construed and regulated by the laws of the State of New Hampshire. Any action to enforce the terms and conditions therefore shall be solely adjudicated a court of appropriate jurisdiction in said state, which courts alone shall exercise jurisdiction over any such claim or claim to the exclusion of all other courts or tribunals.

16. This License Agreement shall bind and inure to the benefit of the parties hereto, and their respective Sub-Licensees, representatives, heirs, successors and assigns, to the extent permitted hereby.

IN WITNESS WHEREOF, the parties have hereto set their hands on the date and year first written above.

LICENSOR

STATE of NEW HAMPSHIRE
DEPARTMENT OF SAFETY

Witness

By: RICHARD M. FLYNN, COMMISSIONER

LICENSEE
WHITTIER COMMUNICATIONS, INC.

Witness

By: John T. Kenney, Pres.

Hand marked by MCG - Attorney offices to enhance readability 3/22/05

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 WHITTIER COMMUNICATIONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 10, 1996. 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: **251659**

Certificate Number: **0005691422**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of March A.D. 2022.

William M. Gardner

Secretary of State

WHITTIER COMMUNICATIONS INC.

8 ANCTIL COURT

ROCHESTER, NH 03839

To: New Hampshire Department of Transportation

Dated: March 8, 2022

Re: Certificate of Authority

The undersigned hereby certifies to the New Hampshire Department of Transportation that the undersigned is the sole director and shareholder, and the Chief Executive Officer, of Whittier Communications Inc. (the "Company").

The undersigned has full power and authority to enter into binding and enforceable agreements on behalf of the Company, including, without limitation, leases for the real property and related improvements located at NH Route 16, West Ossipee, New Hampshire 03817 (Parcel ID 203-004-000).

Whittier Communications Inc.

By: _____
Name: John Kenney
Its: Chief Executive Officer