



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: December 1, 2023
Submitted by: Town Manager Paul T. Micali
Department: General Government
Speakers:

Date of Meeting: December 7, 2023
Time Required: 20 minutes
Background Info. Supplied: Yes: No:

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment:	<input type="checkbox"/>	Recognition/Resignation/Retirement:	<input type="checkbox"/>
Public Hearing:	<input type="checkbox"/>	Old Business:	<input type="checkbox"/>
New Business:	<input checked="" type="checkbox"/>	Consent Agenda:	<input type="checkbox"/>
Nonpublic:	<input type="checkbox"/>	Other:	<input type="checkbox"/>

TITLE OF ITEM

Consideration of Lease Agreement Between the Town of Merrimack and Verizon Wireless

DESCRIPTION OF ITEM

The Town Council to consider allowing the Town Manager to enter into a lease agreement with Verizon Wireless to erect an 800 NHz Communications tower and to authorize the Manager to sign and execute the lease agreements.

REFERENCE (IF KNOWN)

RSA:	Warrant Article:	_____
Charter Article:	Town Meeting:	_____
Other:	N/A	

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector:	<input type="checkbox"/>	Grant Requirements:	<input type="checkbox"/>
Easel:	<input type="checkbox"/>	Joint Meeting:	<input type="checkbox"/>
Special Seating:	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Laptop:	<input type="checkbox"/>	None:	<input type="checkbox"/>

CONTACT INFORMATION

Name:	<u>Paul Micali</u>	Address	<u>6 Baboosic Lake Road</u>
Phone Number	<u>603-424-2331</u>	Email Address	<u>pmicali@merrimacknh.gov</u>

APPROVAL

Town Manager:	Yes <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Chair/Vice Chair:	Yes <input type="checkbox"/> No: <input type="checkbox"/>
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Sublessor Site Name: Merrimack 9 NH
Sublessor MDG Location ID: 5000085039

Return to:
Town of Merrimack
6 Baboosic Lake Road
Merrimack, NH 03054

MEMORANDUM OF SUBLEASE

BY AND BETWEEN

BELL ATLANTIC MOBILE SYSTEMS LLC
d/b/a Verizon Wireless
having an address at
c/o Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, New Jersey 07920
("Sublessor"),

AND

TOWN OF MERRIMACK
having an address at
6 Baboosic Lake Road
Merrimack, New Hampshire 03054
("Sublessee")

WITH RESPECT TO THE PROPERTY LOCATED AT:

STREET ADDRESS: 123 Wilson Hill Road, Merrimack, New Hampshire
COUNTY: Hillsborough
PARCEL ID: 00004A 00002300

MEMORANDUM OF SUBLEASE

This MEMORANDUM OF SUBLEASE made as of this ___ day of _____, 202___ (the "Memorandum") by and between BELL ATLANTIC MOBILE SYSTEMS LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated as "Sublessor" and the TOWN OF MERRIMACK, with its principal office at 6 Baboosic Lake Road, Merrimack, New Hampshire 03054, hereinafter called "Sublessee":

W I T N E S S E T H:

1. Sublessor is a party to a certain Land Lease Agreement ("Original Lease"), dated June 26, 2015, with the Prime Lessor, as amended by that certain First Amendment to Land Lease Agreement ("First Amendment"), dated October 27, 2015, by that certain Second Amendment to Land Lease Agreement ("Second Amendment"), dated October 3, 2018 and by that certain Third Amendment to Land Lease Agreement ("Third Amendment"), dated December 18, 2019, pursuant to which Sublessor leases a 10,000-square-foot portion (the "Land Space") of that certain real property owned (the "Property") by BRETT W. VAUGHN, TRUSTEE OF THE BRETT W. VAUGHN REVOCABLE TRUST, and located at 123 Wilson Hill Road in Merrimack, Hillsborough County, New Hampshire (Parcel ID 00004A 00002300 on the Tax Map of the Town of Merrimack), together with rights of ingress and egress (the "Rights of Way") (the Rights of Way together with the Land Space, hereinafter the "Leased Premises"), and together with rights for the installation and operation of utility and fiber optic service wires, poles, cables, conduits and pipes, all as further described in the Original Lease, as amended. The Original Lease and the First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the "Prime Lease"). Except as otherwise specified in this Memorandum, all capitalized terms used herein shall have the meanings as defined in the Prime Lease and the Sublease (as hereinafter defined).

2. By Sublease Agreement dated as of _____, 2023 (the "Sublease"), Sublessor has subleased to Sublessee the Subleased Premises (as described in the Sublease), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a right-of-way extending from the nearest public right-of-way to the Subleased Premises, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Property, which is generally shown on Exhibit "B" attached to the Sublease and incorporated herein by reference.

3. The Initial Term of the Sublease is from _____ [INSERT DATE OF BILL OF SALE] until February 28, 2030. The Sublease also has three (3) extension terms of five (5) years each unless the Sublessee terminates it at the end of the then current term by giving Sublessor written notice of the intent to terminate at least thirty (30) days prior to the end of the then current term.

4. The terms, covenants and provisions of the Sublease, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Sublessor and Sublessee.

5. The rights, obligations and remedies of Sublessor and Sublessee, respectively, with reference to each other and the Subleased Premises shall be fixed, determined and governed solely by the terms of the Sublease, this being a Memorandum of Sublease executed by the parties hereto solely for the purpose of providing an instrument for recording in lieu of recording the Sublease. The parties hereto have executed and delivered this Memorandum of Sublease for the purpose of giving notice of the Sublease to whomsoever it may concern. For a statement of the rights, privileges and obligations created under and by the Sublease and of the terms, covenants and conditions therein, reference should be made to the Sublease and in the event the terms of this Memorandum conflict with the terms of the Sublease, the terms of the Sublease shall be controlling.

Sublessor Site Name: Merrimack 9 NH
Sublessor MDG Location ID: 5000085039

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

SUBLESSOR:

BELL ATLANTIC MOBILE SYSTEMS LLC
d/b/a Verizon Wireless

By: _____
Andrew Candiello
Senior Manager, Real Estate/Regulatory

Date: _____

SUBLESSEE:
TOWN OF MERRIMACK

By: _____
Paul Micali
Town Manager

Date: _____

Sublessor Site Name: Merrimack 9 NH
Sublessor MDG Location ID: 5000085039

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared Paul Micali, as Town Manager of the **TOWN OF MERRIMACK**, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily in his capacity for its stated purpose as his own free act and deed.

[seal]

Notary Public
My Commission expires:

Sublessor Site Name: Merrimack 9 NH
Sublessor MDG Location ID: 5000085039

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared Andrew Candiello, as a Senior Manager, Real Estate/Regulatory of **BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a Verizon Wireless**, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily in his capacity for its stated purpose as his own free act and deed.

[seal]

Notary Public
My Commission expires:

TEMPORARY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TEMPORARY ASSIGNMENT AND ASSUMPTION AGREEMENT (“Temporary Agreement”) is effective as of the last date of signatures by the Parties (as hereinafter defined) hereto (the “Transfer Date”), between BELL ATLANTIC MOBILE SYSTEMS LLC D/B/A VERIZON WIRELESS, a Delaware limited liability company, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“Sublessor”), the TOWN OF MERRIMACK, with its principal office at 6 Baboosic Lake Road, Merrimack, New Hampshire 03054 (“Sublessee”), and BRETT W. VAUGHN, TRUSTEE OF THE BRETT W. VAUGHN REVOCABLE TRUST, with an address at 123 Wilson Hill Road, Merrimack, New Hampshire 03054 (the “Trust”) and provides as follows (from time to time, Sublessor, Sublessee and the Trust are hereinafter referred to individually as a “Party” and collectively as the “Parties”).

WITNESSETH

WHEREAS, Sublessor (as successor-in-interest to New Hampshire RSA 2 Partnership and to Bell Atlantic Mobile Systems of Allentown, Inc.) is a party to a certain Land Lease Agreement (“Original Lease”), dated June 26, 2015, with the Trust, as amended by that certain First Amendment to Land Lease Agreement (“First Amendment”), dated October 27, 2015, by that certain Second Amendment to Land Lease Agreement (“Second Amendment”), dated October 3, 2018 and by that certain Third Amendment to Land Lease Agreement (“Third Amendment”), dated December 18, 2019, pursuant to which Sublessor leases a 10,000-square-foot portion (the “Land Space”) of that certain real property owned by the Trust and located at 123 Wilson Hill Road in Merrimack, Hillsborough County, New Hampshire (Parcel ID 00004A 00002300 on the Tax Map of the Town of Merrimack), together with rights of ingress and egress (the “Rights of Way”) (the Rights of Way together with the Land Space, hereinafter the “Leased Premises”), and together with rights for the installation and operation of utility and fiber optic service wires, poles, cables, conduits and pipes, all as further described in the Original Lease, as amended. The Original Lease and the First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the “Prime Lease”), a redacted copy of which is attached here as Exhibit “A” and is made a part hereof; and

WHEREAS, in accordance with the Prime Lease, Sublessor has constructed and operates a communications facility that currently utilizes a stealth-type monopole (“Stealth Tower”); and

WHEREAS, Sublessee desires to install and operate certain E911 public safety equipment (the “Public Safety Equipment”), as hereinafter described, at the Leased Premises and has secured, or will secure, a federal grant from the United States government in order to do so; and

WHEREAS, exterior equipment, such as the Public Safety Equipment, cannot be attached to the Stealth Tower; and

WHEREAS, the Town desires to use its federal grant money to construct a new lattice-style tower (“New Tower”) at the Leased Premises, on which Sublessee can install and operate the Public Safety Equipment; and

WHEREAS, Sublessor is agreeable to the construction of such a new lattice-style tower and the attachment of the Public Safety Equipment on the New Tower; and

WHEREAS, Sublessor and Sublessee have agreed to the temporary assignment (“Temporary Assignment”) of the Rights of Way to Sublessee for the Term (as hereinafter defined) of this Temporary Agreement such that Sublessee may, at its sole cost and expense, construct the New Tower (including the foundation), remove Sublessor’s equipment from the Stealth Tower, install Sublessor’s new equipment on the New Tower and arrange for the removal of the Stealth Tower and any applicable restoration of the Property related thereto, after which Sublessee shall convey the New Tower to Sublessor as hereinafter provided, subject to the terms hereof; and

WHEREAS, pursuant to the Prime Lease, the Trust’s consent is not required for the Sublease (as hereinafter defined), but the Trust’s consent is required for the Temporary Assignment by Sublessor to Sublessee (a non-affiliated party) as contemplated hereunder; and

WHEREAS, the Trust is amenable to the transactions contemplated hereunder; and

WHEREAS, the Parties desire to memorialize the Temporary Assignment, subject to (i) the terms and conditions of this Temporary Agreement and (ii) a certain Sublease Agreement of even date herewith (“Sublease”) by and between Sublessor and Sublessee in the form attached hereto as Exhibit “B” and made a part hereof, pursuant to which Sublessor subleases to Sublessee certain space on the New Tower and at the Leased Premises for the installation and operation of the Public Safety Equipment.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date and for the Term of this Temporary Agreement, and subject to the term and conditions hereof, in accordance with Section 22 of the Prime Lease, Sublessor hereby temporarily assigns and transfers to Sublessee the use of its non-exclusive Rights of Way under Section 1 of the Prime Lease and the right to construct the New Tower and to dismantle the Stealth Tower, to wit:

“The non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the nearest public right-of-way to the Land Space, and for the installation and maintenance of utility and fiber optic service wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way being substantially as described herein in Exhibit “A” [of the Prime Lease].”

Notwithstanding the foregoing, Sublessor reserves the right during the Term hereof to utilize the Rights of Way and to access the Leased Premises for the purposes of maintaining, replacing and operating its communications equipment and for all other purposes contemplated by the Prime Lease, so long as Sublessor does not interfere with the installation of the New Tower and the removal of the Stealth Tower pursuant hereto.

Sublessor represents and warrants to Sublessee that as of the Transfer Date, except as shown on Exhibit “A”, the Prime Lease has not otherwise been amended, modified, or supplemented in any way and is in full force and effect, and that as of the Transfer Date there are no outstanding defaults beyond any applicable cure periods.

2. ACCEPTANCE OF ASSIGNMENT. Sublessee, as of the Transfer Date and for the Term hereof, hereby accepts the foregoing assignment of the Prime Lease and assumes those of Sublessor’s obligations under the Prime Lease that are specified below, which arise from and after the Transfer Date.
3. RENTAL AND OTHER PRIME LEASE OBLIGATIONS. Except as is specifically stated otherwise in this Temporary Agreement, Sublessor shall remain responsible for all other requirements of the Prime Lease during the Term hereof, including the payment of rental and other monetary obligations.
4. TERM. The term (“Term”) of this Temporary Agreement shall commence on the Transfer Date and, unless the Parties agree to extend the Term by written amendment to this Temporary Agreement, shall expire on the earliest of: (i) the date on which the transfer of ownership of the New Tower from Sublessee to Sublessor is effective, as hereinafter provided; (ii) the date on which Sublessor and Sublessee execute a written termination of this Temporary Agreement; or (iii) the first day of the twenty-fifth (25th) month following the Transfer Date.

The Parties acknowledge and agree that the Trust’s involvement in the transactions contemplated hereunder is limited to providing consent for the Temporary Assignment, and the Trust shall not be a party to either the aforementioned transfer documentation for ownership of the New Tower or a termination of this Temporary Agreement. The Trust and Sublessor agree that, upon completion of the work contemplated hereunder, they will execute an amendment to the Prime Lease to memorialize the changes made to the Leased Premises pursuant to this Temporary Agreement and the Sublease.

5. SUBLESSEE RESPONSIBILITIES. The Parties hereby acknowledge and agree that Sublessee shall be responsible for the following tasks and subject to the following terms

and conditions with respect to the construction of the New Tower and the removal of the Stealth Tower:

- a. Sublessee shall be responsible, at its sole cost and expense, for constructing the New Tower on the Leased Premises as shown on Exhibit "C" attached hereto and made a part hereof, which depicts the post-construction Leased Premises reflecting removal of the Stealth Tower and installation of the New Tower (including foundation), as well as the costs for the deployment and operation by Sublessor of a mobile communications facility during the Term hereof. The construction of the New Tower shall be done in a good and workmanlike manner to industry standards pursuant to a mutually approved scope of work. Sublessee shall utilize a general contractor and contractors/subcontractors for the project that are approved by Sublessor in writing, in advance, such approval not to be unreasonably withheld, delayed or conditioned, with supervision of all work by Sublessor under a Scope of Work ("Scope of Work") executed by Sublessor and Sublessee. The New Tower shall be deemed complete once Sublessor inspects the facility and issues final approval thereof. Sublessor's inspection shall not be unreasonably delayed and Sublessor's final approval shall not be unreasonably withheld.
- b. During the Term of this Temporary Agreement, Sublessor, Sublessee and Sublessee's general contractor, contractors and subcontractors shall each maintain the insurance policies and coverage required pursuant to Section 22 of the Sublease, attached hereto as Exhibit "D" and made a part hereof, and subject to the parameters of said Section. Sublessor shall be included as an additional insured as its interest may appear under this Temporary Agreement on such insurance policies.
- c. Sublessee hereby agrees that, in recognition that the stealth monopole design of the Stealth Tower is incompatible with Sublessee's desire to install the Public Safety Equipment, then in the event that the removal of the Stealth Tower and the installation of the New Tower as a non-stealth facility requires the approval of any federal, state or local authorities (collectively, "Governmental Approvals"), Sublessee shall submit applications for and shall pursue all applicable Governmental Approvals at its sole cost and expense.
- d. The Scope of Work shall provide for Sublessee's contractor (approved by Sublessor) to install Sublessor's new equipment on the New Tower upon the completion of construction of the New Tower. Sublessor will pay for its own new equipment. Sublessee shall be responsible, at its sole cost and expense, for the installation of its Public Safety Equipment and the cost for the contractor to install Sublessor's new equipment on the New Tower. The installation shall be performed in a good and workmanlike manner under Sublessor's supervision, in accordance with industry standards. All of Sublessee's equipment installed on the New Tower must be attached securely with approved mounts, hangers, and clamps as directed by Sublessor and in accordance with the Site Standards of Exhibit "D" attached hereto and made a part hereof. All cables and wires entering or exiting equipment buildings must be done in a manner approved by Sublessor pursuant to Exhibit "D". Failure to comply with the terms and conditions of this Paragraph shall be cause for termination of this Temporary Agreement and the Sublease in Sublessor's sole discretion, provided such failure continues for more than thirty (30) days after Sublessee's receipt of written notice

thereof from Sublessor, unless Sublessee commences to cure such failure within such thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion.

The Parties acknowledge that any inspection or approval given or done by Sublessor is solely for its own benefit and Sublessor makes no representation regarding the fitness or suitability of the Public Safety Equipment for its intended purpose. Sublessor shall have no liability or responsibility to the Sublessee or to any third party as a result of any inspection or approval given by Sublessor, and the Sublessee should not rely upon the same other than for the specific purposes set forth herein.

- e. Once construction of the New Tower is completed and the New Tower is operational, and Sublessor's existing equipment has been removed from the Stealth Tower and Sublessor's new equipment has been installed on the New Tower, Sublessee, at its sole cost and expense, shall remove the Stealth Tower. The removal of the Stealth Tower and restoration of the Property as applicable shall be done in a good and workmanlike manner to industry standards pursuant to a mutually approved scope of work. Sublessee shall utilize a general contractor and contractors/subcontractors for the project that are approved by Sublessor in writing, in advance, such approval not to be unreasonably withheld, delayed or conditioned, with supervision of all work by Sublessor, which work shall be deemed complete once Sublessor inspects and issues final approval thereof.
- f. Upon Sublessor's final approval of the removal of the Stealth Tower, the Parties agree that Sublessee shall convey ownership of the New Tower (and its associated infrastructure) to Sublessor at no cost, which shall be effectuated by the execution of a Bill of Sale generally in the form attached hereto as Exhibit "E" and made a part hereof, and such other documentation as may be applicable.

6. SUBLESSOR RESPONSIBILITIES.

- a. Notwithstanding the foregoing in Paragraph 5(c) hereinbefore with respect to Governmental Approvals, Sublessor agrees that, if any regulatory approvals are necessary for the replacement of the Stealth Tower with the New Tower, Sublessor shall be responsible for securing such regulatory approvals at its sole cost and expense.
- b. Sublessor also agrees that it shall be responsible for the costs it incurs for its own professional services in connection with this transaction (including, but not limited to, site acquisition, construction and legal services).

7. RELEASE AND LIABILITY: Each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party on or after the Transfer Date, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's

fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Temporary Agreement.

No Party shall be liable to any other Party, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8. NOTICE. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

SUBLESSOR:
BELL ATLANTIC MOBILE SYSTEMS LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

SUBLESSEE:
TOWN OF MERRIMACK
6 Baboosic Lake Road
Merrimack, New Hampshire 03054

TRUST:
Brett W. Vaughn, Trustee of the Brett W. Vaughn Revocable Trust
123 Wilson Hill Road
Merrimack, New Hampshire 03054
Attention: Trustee

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

9. ELECTRONIC SIGNATURES. This Temporary Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.
10. GOVERNING LAW; JURISDICTION. This Agreement is governed by the laws of the State of New Hampshire. Any suit, action or proceeding with respect to this Agreement must be brought in an appropriate court in Hillsborough County, New Hampshire, or, if appropriate, a federal court within the State of New Hampshire; the Parties hereby accept exclusive personal jurisdiction of these courts.
11. BINDING EFFECT. This Temporary Agreement will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
12. RECORDATION. Neither Party shall record this Temporary Agreement or a memorandum thereof.
13. CONSENT. By signing below, pursuant to Section 22 ("Assignment") of the Prime Lease, the Trust hereby consents to the Temporary Assignment contemplated pursuant to this Temporary Agreement and acknowledges compliance with said Section, and the Trust hereby grants such rights to Sublessor and Sublessee as are necessary to effectuate the purposes of this Temporary Agreement (including, if necessary, executing such additional documents as may be required by Sublessor, Sublessee or a utility provider). Participation in this Temporary Agreement shall not be understood to convey unto the Trust any third-party rights hereto except as may be specifically provided herein.
14. In the event that, during the Term of this Temporary Agreement, Sublessor intends to allow the Prime Lease to expire, or Sublessor desires to terminate the Prime Lease (including in the case of Sublessor obtaining rights of termination under Section 28 of the Prime Lease for Prime Lessor default), or the Prime Lessor desires to terminate the Prime Lease (including in the case of Prime Lessor's right of termination under Section 28 of the Prime Lease for Sublessor default), the Parties hereby agree that Sublessor shall, at the option of Sublessee and with at least 30 days' prior written notice thereof to Sublessee, assign the Prime Lease to Sublessee, and the Trust shall permit such assignment rather than a termination of the Prime Lease. As of the effective date of such assignment, Sublessee shall assume all of Sublessor's rights, privileges and obligations as "Lessee" under the Prime Lease, including, if necessary, correcting any default by the Sublessor under the Prime Lease. By its signature below, pursuant to Section 22 of the Prime Lease ("Assignment"), the Trust hereby consents to such an assignment and acknowledges that such an assignment complies with such Section.

IN WITNESS WHEREOF, the Parties hereto have executed this TEMORARY ASSIGNMENT AND ASSUMPTION AGREEMENT effective as of the Transfer Date hereof.

SUBLESSOR:
BELL ATLANTIC MOBILE SYSTEMS LLC
d/b/a Verizon Wireless

By: _____

Andrew Candiello
Senior Manager, Real Estate/Regulatory

Date: _____

SUBLESSEE:
Town of Merrimack

By: _____

Paul Micali
Town Manager
Duly Authorized

Date: _____

TRUST:
Brett W. Vaughn, Trustee of the Brett W. Vaughn Revocable Trust

By: _____

Brett W. Vaughn
As Trustee and not individually

Date: _____

EXHIBIT "A"

Redacted Prime Lease

EXHIBIT "B"

Sublease Agreement

EXHIBIT "C"

Post-Construction Site Plan of the Leased Premises

TO BE ADDED BY SUBLESSEE UPON COMPLETION OF SITE PLAN PRIOR TO THE START OF ANY CONSTRUCTION, SUBJECT TO PRE-APPROVAL BY SUBLESSOR.

EXHIBIT "D"

Site Standards

Revision: 4/6/95

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Sublessee having equipment in, on, or at the site where the right to occupy is granted by the Temporary Agreement and the Sublease to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

a. American National Standards Institute:

ANSI/EAI-222E	Structural Standards for Steel Antenna Towers and Antenna Supporting Structures
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b. Federal Aviation Administration Regulations:

Vol. XI, Part 77	Objects Affecting Navigable Airspace
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Advisory Circular AC 70/7460	Obstruction Marking and Lighting
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Advisory Circular AC 150/5345-43,	High Intensity Obstruction Lighting Systems
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FAA/DOD Specifications	L-856
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c. Federal Communications Commission Rules and Regulations:

Code of Federal Regulations Title 47	Construction, Marking and Lighting of Antenna Structures
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Chapter I, Part 17

d. National Electrical Code

e. Building Officials and Code Administrators International, Inc.

Basic National Building Code

Basic National Mechanical Code
State Building Code

- f. National Fire Protection Association
 - Code 101 - Life Safety
 - Code 90A - Air Conditioning and Ventilating Systems
 - Code 110 - Emergency and Standby Power Systems
- g. State Fire Safety Code
- h. Occupational Safety and Health Administration
 - Safety and Health Standards (29 CFR 1910) General Industry
 - Subpart R Special Industries
 - 1910.268 Telecommunications
 - 1926.510 Subpart M Fall Prevention
- i. Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX[®] Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.

C. GENERAL/APPROVAL

- 1. All users shall furnish the following to Sublessor prior to installation of any equipment:
 - a. Completed Application. (Sublessee must make new Application to Sublessor for change in Antenna position or type.)
 - b. Fully executed Sublease.
 - c. Copies of FCC Leases and construction/building permits.
 - d. Final site plan outlining property boundaries, improvements, easements and access.
 - e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.
- 2. The following will not be permitted at the facility without the prior written consent of Sublessor.
 - a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
 - b. Add-on power amplifiers.
 - c. "Hybrid" equipment with different manufacturers' RF strips.
 - d. Open rack mounted receivers and transmitters.
 - e. Equipment with crystal oscillator modules which have not been temperature compensated.
 - f. Digital/analog hybriding in exciters, unless type-accepted.
 - g. Non-continuous duty rated transmitters used in continuous duty applications.
 - h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
 - i. Change in operating frequency(ies).

- j. Ferrite devices looking directly at an antenna.
- k. Nickel plated connectors.
- l. Cascaded receiver multicouplers/preamps.

3. All emergencies are to be reported immediately to Sublessor's Network Management Center at **(800) 264-6620**.

D. LIABILITY

It shall be the responsibility of the Sublessee to comply with all of the site standards set forth herein. The Sublessee specifically agrees to indemnify and hold harmless the Sublessor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Sublessee's negligent non-compliance with the standards set forth herein.

E. INSPECTION

Sublessor reserves the right to inspect Sublessee's area without prior notice at any time during the term of the Sublease in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Sublessor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

- 1. Sublessor reserves the right to inspect Sublessor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Sublessor and Sublessee that the standards set forth herein are part of the Sublease between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Sublessor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Sublessor of the Sublessee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Sublessee's compliance or non-compliance with the standards.

G. NOTICES

- 1. All contacts or notices required or permitted by the Sublessee pursuant to these Site Standards shall be provided in writing to Sublessor's Manager - Operations or her/his designee and any approval or consent by the Sublessor shall only be effective if executed in writing by the Sublessor's Manager - Operations or her/his designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Sublessee's use or proposed use, there exists any change to the RF environment it will be at Sublessor's sole discretion to require any or all of the following:

1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Sublessor approval required.
2. 30-76 MHz
 - Isolators required
 - TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
3. 130-174 MHz
 - Isolators - minimum of 30 dB with bandpass cavity
4. 406-512 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
5. 806-866 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
6. 866 MHz and above - as determined by Sublessor.

B. Additional protective devices may be required based upon Sublessor's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Ratio (VSWR) measurements
15. Existing cavity selectivity

C. Sublessee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Sublessee to be as specified by tower manufacturer and approved by Sublessor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtailed).
- C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type or have the appropriate lightning protection as determined by Sublessor.
- F. No welding or drilling on mounts will be permitted.

IV. CABLE

- A. All antenna lines to be approved by Sublessor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or

- cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Sublessor.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cables must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3-conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliax, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. All RF shielding must be in place.
- B. VHF frequencies and higher must use helical resonator front ends.
- C. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- D. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- E. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Sublessee's name, equipment model number, serial number, and operating frequency(ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Sublessee's FCC Lease.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Sublessor using only Sublessor approved contractors at least 48 hours in advance of site work. Sublessee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Sublessor has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Sublessor, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Sublessor and within the parameters as defined by Sublessor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Sublessee must cooperate immediately with Sublessor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Sublessee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the tower.

A. ICE SHIELDS

- 1. At Sublessor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Sublessor.

B. CLIMBING BOLTS AND LADDERS

1. All attachments made to the tower shall be made in such a manner as not to cause any safety hazard to other lessees/sublessees/licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Sublessor's sole discretion and with Sublessor's approval.
2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Sublessor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Sublessee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Sublessor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Sublessor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Sublessor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically

for the type of cable or waveguide and for diameter of the entry port, and approved by Sublessor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN SUBLESSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Sublessor's building must be pre-approved by Sublessor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Sublessor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Sublessee must adhere to either the Motorola or AT&T grounding specification outlined above based on Sublessor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.

8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Sublessor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Sublessor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Sublessee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Sublessor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Sublessee and if different than specified in the Application can not be installed without the prior approval of the Sublessor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Sublessor and will include scheduled cleaning of the shelter interiors.

2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Sublessee.

XXIII. DAMAGE

1. Sublessee shall report to Sublessor any damage to any item of the facility, structure, component or equipment, whether or not caused by Sublessee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Management Center by calling **(800) 264-6620** and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24-hour contact number(s) must be displayed on outside of equipment cabinet/building.

EXHIBIT "F"

Bill of Sale

BILL OF SALE

THAT, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF MERRIMACK, with its principal office at 6 Baboosic Lake Road, Merrimack, New Hampshire 03054 ("Seller"), hereby sells, transfers, conveys, assigns and delivers to BELL ATLANTIC MOBILE SYSTEMS LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Buyer"), to have and to hold for its own use and benefit forever, and Buyer hereby purchases, accepts and acquires from Seller, all of Seller's right, title and interest in the furniture, fixtures, and equipment listed in Exhibit A (together, the "Personal Property") which is, as of the date hereof, located at 123 Wilson Hill Road in Merrimack, Hillsborough County, New Hampshire (Parcel ID 00004A 00002300 on the Tax Map of the Town of Merrimack) (a portion of which property leased by Buyer, the "Leased Premises"). The Leased Premises are leased by Buyer pursuant to that certain Land Lease Agreement ("Original Lease"), dated June 26, 2015, with the Prime Lessor, as amended by that certain First Amendment to Land Lease Agreement ("First Amendment"), dated October 27, 2015, by that certain Second Amendment to Land Lease Agreement ("Second Amendment"), dated October 3, 2018 and by that certain Third Amendment to Land Lease Agreement ("Third Amendment"), dated December 18, 2019 (the "Lease"). The Original Lease and the First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the "Prime Lease").

Buyer and Seller have agreed that the Personal Property shall remain at the Leased Premises. Buyer hereby accepts the Seller's surrender of the Leased Premises in the condition as it exists as of the date hereof.

As of the date hereof, Seller warrants to Buyer that (i) Seller is the owner of the full legal and beneficial title to the Personal Property, (ii) Seller has the good and lawful right to sell the Personal Property, and (iii) that good and marketable title to the Personal Property is hereby vested in Buyer. To the extent allowed by law, this is the only warranty that Seller makes with respect to the Personal Property.

Buyer acknowledges that it is the Buyer's responsibility to comply with all applicable government requirements pertaining to the Personal Property. Buyer acknowledges that the Personal Property may be regulated for many reasons including, but not limited to:

- (a) The Personal Property may have associated registration, permit, license, certification, reporting, closure, notification and/or other requirements

in order to maintain, operate, service, remove, relocate, remove and/or dispose of the Personal Property; and/or

- (b) The Personal Property may also be subject to other regulatory requirements.

If any of the regulated Personal Property requires permits, registrations or other notifications and/or actions by or to the government (collectively, "Regulatory Requirements"), then Buyer agrees that it shall, within the time period allowed by law but in any case not more than thirty (30) days, file any and all documentation (and pay any fees) necessary to meet the applicable Regulatory Requirements and this shall include all actions necessary to assure that Buyer, and not Seller, is named as the owner of and person responsible for such Personal Property. Buyer hereby accepts the assignment of any Regulatory Requirements related to the Personal Property as of the date hereof or as soon after the date hereof as is permitted by the applicable governmental regulations and laws. In the event that the assignment of the Regulatory Requirements to Buyer does not become effective as of the date hereof, Buyer shall indemnify and hold harmless Seller from any liability relating to the Regulatory Requirements from and after the date hereof, including, without limitation, any penalties for non-compliance with the Regulatory Requirements.

The Personal Property is new, but Buyer acknowledges and agrees that Seller and Seller's employees, agents and representatives have not made any express or implied representations, statements, or inducements about the condition of the Personal Property or the uses or operation thereof. Without limiting the foregoing, Seller shall not be liable for or be bound by any oral or written statements or representations pertaining to the condition or use of the Personal Property, or any other information respecting same furnished by Seller or any employee, agent or representative of Seller or other person purportedly representing Seller. Buyer has had the opportunity to independently examine the Personal Property and to satisfy itself of the condition of the Personal Property. Buyer hereby accepts the Personal Property "AS IS" and at its own risk. From and after the date hereof, Buyer agrees to indemnify and hold Seller harmless from any and all liability in connection with the transfer, ownership, operation, maintenance and all use of the Personal Property, including, but not limited to, claims arising out of the compliance status of the Personal Property and the ultimate disposal of the Personal Property. Except as may be required by law and the above warranty with respect to title, **SELLER DISCLAIMS ALL WARRANTIES FOR THE PERSONAL PROPERTY WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES THAT THE PERSONAL PROPERTY IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.**

This Bill of Sale shall inure to the benefit of Buyer, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed and delivered as of the latter date of signatures below by the parties hereto.

SELLER:

BUYER:

TOWN OF MERRIMACK

BELL ATLANTIC MOBILE SYSTEMS
LLC d/b/a Verizon Wireless

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
THE PERSONAL PROPERTY

Excluding the Town's Public Safety Equipment.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease Agreement") is made this _____ day of _____, 2023 ("Effective Date"), between BELL ATLANTIC MOBILE SYSTEMS LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called "Sublessor", the TOWN OF MERRIMACK, with its principal office at 6 Baboosic Lake Road, Merrimack, New Hampshire 03054, hereinafter called "Sublessee", and BRETT W. VAUGHN, TRUSTEE OF THE BRETT W. VAUGHN REVOCABLE TRUST, with an address at 123 Wilson Hill Road, Merrimack, New Hampshire 03054 (the "Prime Lessor"). From time to time, Sublessor, Sublessee and the Prime Lessor are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

Sublessor (as successor-in-interest to New Hampshire RSA 2 Partnership and to Bell Atlantic Mobile Systems of Allentown, Inc.) is a party to a certain Land Lease Agreement ("Original Lease"), dated June 26, 2015, with the Prime Lessor, as amended by that certain First Amendment to Land Lease Agreement ("First Amendment"), dated October 27, 2015, by that certain Second Amendment to Land Lease Agreement ("Second Amendment"), dated October 3, 2018 and by that certain Third Amendment to Land Lease Agreement ("Third Amendment"), dated December 18, 2019, pursuant to which Sublessor leases a 10,000-square-foot portion (the "Land Space") of that certain real property owned (the "Property") by the Prime Lessor and located at 123 Wilson Hill Road in Merrimack, Hillsborough County, New Hampshire (Parcel ID 00004A

00002300 on the Tax Map of the Town of Merrimack), together with rights of ingress and egress (the “Rights of Way”) (the Rights of Way together with the Land Space, hereinafter the “Leased Premises”), and together with rights for the installation and operation of utility and fiber optic service wires, poles, cables, conduits and pipes, all as further described in the Original Lease, as amended. The Original Lease and the First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the “Prime Lease”), a redacted copy of which is attached here as Exhibit “A” and is made a part hereof; and

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth and subject to the Prime Lease, Sublessor does hereby grant unto Sublessee the use of a portion (the “Subleased Premises”) of the Leased Premises, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, to the Subleased Premises, said Subleased Premises and right-of-way for access being substantially as described herein in Exhibit “B” attached hereto and made a part hereof. Also, Sublessor grants to Sublessee the right to place antennas on Sublessor’s communications facility and to place equipment cabinet(s), a Concrete Structure/Equipment Shelter, and a Generator outside Sublessor’s building, as shown on Exhibit “B”.

This Sublease Agreement is subject to the following terms and conditions:

1. Sublessor hereby represents and warrants: (i) that the Prime Lease is in full force and effect and that Sublessor has received no notice of default thereunder which is currently in effect and to the best of Sublessor’s knowledge there is no existing default by Sublessor or the other party to the Prime Lease; (ii) that Sublessor has the right to enter into this Sublease Agreement without the

consent of the Prime Lease or any other party; and (iii) that Sublessor agrees to exercise any renewal options contained in the Prime Lease which may be required to extend the term of the Prime Lease beyond the expiration date of this Sublease Agreement. The Parties acknowledge and agree that, in the event the Prime Lease expires or is otherwise terminated, this Sublease Agreement shall be deemed terminated effective as of the date of expiration or termination of the Prime Lease. In such an event, the Sublessor, if able, will give the Sublessee ninety (90) days' prior notice thereof.

2. This Sublease Agreement shall be for an initial term (the "Initial Term") that commences on the first (1st) day of the month in which the Effective Date of the Bill of Sale occurs (the "Commencement Date") for the conveyance of a new lattice-style tower to be constructed by Sublessee pursuant to a certain Temporary Assignment and Assumption Agreement (the "Temporary Agreement") between Sublessor, Sublessee and the Prime Lessor of even date herewith, which is incorporated herein and made a part hereof by reference and which Initial Term expires on February 28, 2030 (unless otherwise terminated pursuant to this Sublease Agreement). For a statement of the rights, privileges and obligations created under and by the Temporary Agreement and of the terms, covenants and conditions therein, reference should be made to the Temporary Agreement.

3. Subject to the Prime Lease, this Sublease Agreement shall automatically be extended for three (3) additional five (5) year terms (each, an "Extension Term"), unless Sublessee terminates it at the end of the then-current term by giving Sublessor written notice of the intent to terminate at least thirty (30) days prior to the end of the then-current five (5) year term. The Initial Term and any Extension Terms shall be collectively referred to herein as the "Term". The Parties acknowledge and agree that, in the event Sublessor extends the term of the Prime Lease, then the Parties shall extend this Sublease through a written amendment that will make the Term hereof

coterminous with the extended term of the Prime Lease.

4. Sublessor and Sublessee agree that the Sublessee shall pay One and 00/100 (\$1.00) Dollar annually in rent during the Term hereof, provided that Sublessee's use of the Subleased Premises is solely for Sublessee's public safety radio network services.

5. Sublessee's equipment shall be purchased, installed and maintained at the expense of Sublessee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Sublessee hereby releases Sublessor from any claims or suits arising by reason of Sublessee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Sublessor assumes no responsibility for the licensing, operation or maintenance of the Sublessee's equipment.

Sublessee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Sublessor, Sublessee shall provide to Sublessor reasonable information concerning the status of Sublessee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Sublessee shall have no authority to make any representations on behalf of the Sublessor or to indicate that the Sublessee is acting on behalf of the Sublessor, without the express written approval of the Sublessor. Sublessee hereby releases the Sublessor from and against any and all claims, suits or damages arising out of any action taken by the Sublessee in violation or contradiction of the preceding sentence.

6. Sublessor and Sublessee (and/or any successor and/or assignees thereof), shall indemnify and hold harmless the other (and/or any successors and/or assignees thereof), against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of

the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this Paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. In defending any indemnified Party, at the indemnified party's request, the indemnifying Party shall use counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Sublease Agreement.

No Party shall be liable to any other Party, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7. If permitted by the local utility company servicing the Property, Sublessee shall be responsible for the separate metering, billing, and payment of utility services consumed by Sublessee's operations. Sublessor agrees to grant Sublessee, or its designated utility provider with easements reasonably required for the delivery of electricity and telephone services to Sublessee's operations, or, if applicable, to request that the Prime Lessor grant such instruments.

8. Sublessee shall, at Sublessee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force, and shall release Sublessor from any claims or suits arising by reason of Sublessee's failure to comply with such requirements.

9. Sublessee shall be liable for all taxes on the equipment it places on the Subleased Premises pursuant to this Sublease whether assessed as business taxes, personal property taxes or real estate taxes. If such taxes are assessed directly to Sublessee by the taxing jurisdiction, Sublessee shall remit payment directly to the taxing jurisdiction, otherwise, payment shall be made to Sublessor by Sublessee within thirty (30) days of presentation to Sublessee of the tax bill indicating Sublessee's portion of the taxes. Sublessor shall be solely responsible for paying, at its expense and except as set forth herein, all real estate taxes levied upon or assessed against Sublessor's leased portion of the Property including the Subleased Premises and for payment of any business or personal property taxes on Sublessor's equipment or facilities at the Property.

10. It is understood and agreed by and between the Parties hereto that Sublessee's equipment shall, unless otherwise agreed in writing, remain the personal property of Sublessee, and Sublessee shall have the privilege and right to remove the same at any time during the Term of this Sublease Agreement, provided that in the sole opinion of Sublessor, the Subleased Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Sublessee's equipment, reasonable wear and tear excepted.

11. Sublessee agrees not to damage the Subleased Premises or any personal property or fixtures thereon in any way. Sublessee shall be responsible and liable for any such damages, if resulting from the negligence of Sublessee or its officials, agents, volunteers or employees.

12. It is agreed that any fixtures, structures, signs, or other improvements placed upon

the Leased Premises by Sublessee may only be so placed with the express written approval of Sublessor.

13. Sublessee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Sublessor, and other licensees located at the Leased Premises, including, but not necessarily limited to, interference with communication equipment. In the event that Sublessee's equipment causes such interference to such use or enjoyment, Sublessee agrees immediately to cease operations until such interference is removed by Sublessee, at its sole expense.

14. INTENTIONALLY OMITTED.

15. So long as Sublessee is not in default, Sublessee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Leased Premises, upon the expiration of the term of this Sublease Agreement or the termination hereof, whichever first occurs, unless the Parties otherwise expressly agree in writing. In performing such removal, Sublessee shall restore the Subleased Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Sublessor. If Sublessee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of the Sublease Agreement, Sublessor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Sublessee and the Sublessee shall be responsible to the Sublessor for all costs and expenses, including reasonable attorneys' fees, incurred by the Sublessor with respect to such disposition.

16. It is further understood and agreed the Sublessor must approve of, in writing, all contractors and personnel chosen by Sublessee to install, maintain and operate the equipment and that Sublessee's maintenance and operation of its system will in no way damage or interfere with the

Sublessor's use of the tower, antennas and appurtenances.

17. All installations and operation in connection with this Sublease by Sublessee shall meet with all applicable Rules and Regulations of the Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA") and all applicable codes and regulations of the municipality, county and state concerned. Under the Sublease Agreement, the Sublessor assumes no responsibility for the licensing, operation, and/or maintenance of Sublessee's radio equipment.

18. Installation and/or maintenance of the Sublessee's equipment shall have the Sublessor's prior written approval, shall be in accordance with the standards and requirements of the Sublessor, and shall be done under the Sublessor's supervision and shall be subject to Sublessor's final written approval. The supervision, approval and other activities of Sublessor under this Paragraph, however, shall not constitute the waiver of any term or condition of the Sublease Agreement. The scheduling of any and all work will be coordinated with the Sublessor. Any future maintenance involving antennas and transmissions must be coordinated with Sublessor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of the Sublease Agreement by Sublessor at its sole discretion. Any inspection or approval given or done by the Sublessor pursuant to the Sublease Agreement is solely for its own benefit. The Sublessor shall have no liability or responsibility to the Sublessee or any third party as a result of any inspection or approval given by the Sublessor and the Sublessee should not rely upon the same other than for the specific purposes set forth herein.

Sublessee shall comply with all specifications with regard to construction, radio frequency and installation on Sublessor's tower as outlined in Sublessor's Site Standards in Exhibit "C" attached hereto and made a part hereof.

19. All of Sublessee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps, as directed by the Sublessor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Sublessor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of the Sublease Agreement by Sublessor at its sole discretion.

20. At the time of the execution of the Sublease Agreement, Sublessee will provide to Sublessor a copy of the FCC license(s) authorizing the operation of Sublessee's equipment, if Sublessee's equipment requires such a license.

21. Sublessee's equipment to be installed on the Subleased Premises as of the Effective Date hereof is identified in Exhibit "B".

22. Sublessor and Sublessee each hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Subleased Premises or to property resulting from fire or other casualty of any kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. During the term of this Sublease Agreement and any extension thereof, Sublessor and Sublessee shall each maintain General Liability insurance through an acceptable insurance carrier or Risk Pool Entity with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and Worker's Compensation coverage meeting State of New Hampshire statutory requirements and providing Employer's Liability coverage. Sublessee will name Sublessor as an additional insured on its General Liability coverage, but only to the extent liability is based solely on the negligence or wrongful acts or omissions of the Sublessee, its employees, agents, officials or volunteers. Prior to the execution of this Sublease Agreement, the Sublessee will furnish a Certificate of Coverage to the Sublessor. Prior to the execution of this

Sublease Agreement, the Sublessor will furnish a Certificate of Insurance to the Sublessee.

23. Sublessor will supply Sublessee with keys, combinations for locks, or security devices or codes for accessing the Subleased Premises and Sublessee will have access to the Subleased Premises twenty-four (24) hours per day, seven (7) days per week. If Sublessor makes any such keys or security devices available to Sublessee, Sublessee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this Sublease Agreement by Sublessor, at its sole discretion.

24. Sublessee will provide to Sublessor, on or before the Effective Date hereof, a list of all personnel authorized by Sublessee to have access to its equipment and will update such list as soon as reasonably practicable, upon a change in such personnel; provided, however, that any personnel not on such list may not enter upon the Leased Premises.

25. Sublessor shall have the right to terminate this Sublease Agreement, upon written notice to Sublessee, in the event that: (i) Sublessee fails to comply with the installation requirements in Paragraph 19 hereinbefore, (ii) Sublessee fails to comply with the access and security requirements in Paragraph 23 hereinbefore, (iii) if the Subleased Premises should be deserted or vacated by the Sublessee, (iv) if proceedings are commenced against the Sublessee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Sublessee's property; or (v) or for cause, which the Parties agree to be a failure by Sublessee to perform any of the other material covenants or provisions of this Sublease Agreement, where such failure continues for more than thirty (30) days after Sublessee receives written notice from Sublessor of such default, unless Sublessee commences to cure such failure within such thirty (30) day period and thereafter diligently and

continuously prosecutes such cure to completion. In any such event, the Sublessor shall have the right to reenter or repossess the Subleased Premises, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Sublessee from the Subleased Premises without being liable therefore. The Sublessee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Sublessor shall be responsible for proper maintenance of the Tower, and Sublessor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the FCC, the FAA and other governmental authorities.

27. The failure of either Sublessor or Sublessee to enforce any terms or conditions of the Sublease Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such Party from exercising the rights or remedies hereunder, at law or in equity.

28. The Sublease Agreement shall not create for, nor give to, any third-party any claim or right of action against either Sublessor or Sublessee that would not arise in the absence of the Sublease Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. Sublessor disclaims any warranty, expressed or implied, regarding Sublessor's title or rights, if any, with regard to the Subleased Premises, except as expressly stated herein.

31. All rights and liabilities under the Sublease Agreement shall extend to the successors and assigns of the Parties hereto respectively provided, however, the right of the Sublessee to assign or transfer the Sublease Agreement is governed by the provisions of Paragraph 33 below.

32. In the event that Sublessee has not terminated this Sublease Agreement before the

end of the final five (5) year Extension Term, and Sublessor intends to allow the Prime Lease to expire or Sublessor desires to terminate the Prime Lease (including in the case of Sublessor obtaining rights of termination under Section 28 of the Prime Lease for Prime Lessor default) or the Prime Lessor desires to terminate the Prime Lease prior to such date (including in the case of Prime Lessor's right of termination under Section 28 of the Prime Lease for Sublessor default), then in such case the Parties hereby agree that Sublessor shall, at the option of Sublessee and subject to the written approval by the Prime Lessor which is given below, and with at least thirty (30) days' prior written notice given to Sublessee, assign the Prime Lease to Sublessee and, as of the effective date of such assignment, Sublessee shall assume all of Sublessor's rights, privileges and obligations as "lessee" under the Prime Lease, including, if necessary, correcting any default by the Sublessor under the Prime Lease. By its signature below, pursuant to Section 22 ("Assignment") of the Prime Lease, the Prime Lessor hereby consents to such assignment and acknowledges compliance with said Section. Participation in this Sublease shall not be understood to convey unto the Prime Lessor any third-party rights hereto except as may be specifically provided herein.

33. The Sublease Agreement may not be sold, assigned or transferred by the Sublessee without prior approval or consent of the Sublessor. Additionally, the Sublessee shall not mortgage, encumber or sublet the Subleased Premises or any part thereof without prior written consent of the Sublessor.

34. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail or by overnight courier, as follows:

- (a) If to Sublessor,
BELL ATLANTIC MOBILE SYSTEMS LLC
d/b/a Verizon Wireless
180 Washington Valley Road

as mandated by the approvals granted by the Merrimack Zoning Board of Adjustment and the Merrimack Planning Board, and that the existing monopole type cannot accommodate E911 public-safety equipment. Sublessee therefore hereby agrees that it shall bear the costs for: (i) removal of the existing monopole and removal of Sublessor's equipment from same; (ii) replacement of the existing monopole with a new tower and the foundation for same; (ii) installation of Sublessor equipment on the new tower; and (iv) the costs for the deployment, rigging and dismantling of Sublessor's temporary facility at the Property utilized for coverage during the replacement of the monopole, all as outlined in the Temporary Agreement.

(b) Sublessor shall not cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes on or at the Property.

(c) This Sublease Agreement is governed by the laws of the State of New Hampshire. Any suit, action or proceeding with respect to this Sublease Agreement must be brought in an appropriate court in Hillsborough County, New Hampshire, or, if appropriate, a Federal Court within the State of New Hampshire; the Parties hereby accept exclusive personal jurisdiction of these courts.

(d) Sublessor shall continue to abide by the terms of this Sublease Agreement in the event the Sublessor acquires the property under Section 16 of the Prime Lease or becomes a tenant/lessee of the property to a third party upon a sale under Section 17 of the Prime Lease.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the following signatures:

SUBLESSOR:

BELL ATLANTIC MOBILE SYSTEMS LLC
d/b/a Verizon Wireless

By: _____
Andrew Candiello
Senior Manager, Real Estate/Regulatory

Date: _____

SUBLESSEE:
TOWN OF MERRIMACK

By: _____
Paul Micali
Town Manager

Date: _____

PRIME LESSOR (executing solely regarding consent to a possible future assignment of the Prime Lease from Sublessor to Sublessee):
BRETT W. VAUGHN, TRUSTEE OF THE BRETT W. VAUGHN REVOCABLE TRUST

By: _____
Brett W. Vaughn
As Trustee and not individually

Date: _____

EXHIBIT "A"

Redacted Prime Lease

EXHIBIT "B"
(Page 1 of 3)

Sublessee's Equipment

Sublessee is authorized to install and maintain the following equipment:

TO BE INSTALLED ON TOWER:

TO BE INSTALLED ON GROUND:

TO BE ADDED BY THE SUBLESSEE, UPON COMPLETION OF BORINGS, GATHERING OF ANTENNA INFORMATION, AND SUBSEQUENT DESIGN AND DRAWINGS BY THE TOWER MANUFACTURER, PRIOR TO THE COMMENCEMENT DATE AS DEFINED ABOVE. APPROVAL OF THE STRUCTURE, EQUIPMENT AND DRAWINGS WILL BE SUBMITTED TO VERIZON FOR PRE-APPROVAL.

EXHIBIT "B"
(Page 2 of 3)

Site Plan

*TO BE ADDED BY THE SUBLESSEE UPON COMPLETION OF PLAN, PRIOR TO THE
COMMENCEMENT DATE AS DEFINED ABOVE*

EXHIBIT "B"
(Page 3 of 3)

Tower Elevation Drawing

TO BE ADDED BY THE SUBLESSEE, UPON COMPLETION OF BORINGS, GATHERING OF ANTENNA INFORMATION, AND SUBSEQUENT DESIGN AND DRAWINGS BY THE TOWER MANUFACTURER, PRIOR TO THE COMMENCEMENT DATE AS DEFINED ABOVE. APPROVAL OF THE STRUCTURE, EQUIPMENT AND DRAWINGS WILL BE SUBMITTED TO VERIZON FOR PRE-APPROVAL.

Basic National Mechanical Code
State Building Code

f. National Fire Protection Association

Code 101 - Life Safety
Code 90A - Air Conditioning and Ventilating Systems
Code 110 - Emergency and Standby Power Systems

g. State Fire Safety Code

h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention

i. Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX[®] Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.

C. GENERAL/APPROVAL

1. All users shall furnish the following to Sublessor prior to installation of any equipment:
 - a. Completed Application. (Sublessee must make new Application to Sublessor for change in Antenna position or type.)
 - b. Fully executed Sublease.
 - c. Copies of FCC Leases and construction/building permits.
 - d. Final site plan outlining property boundaries, improvements, easements and access.
 - e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

2. The following will not be permitted at the facility without the prior written consent of Sublessor.
 - a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
 - b. Add-on power amplifiers.
 - c. "Hybrid" equipment with different manufacturers' RF strips.
 - d. Open rack mounted receivers and transmitters.
 - e. Equipment with crystal oscillator modules which have not been temperature compensated.
 - f. Digital/analog hybriding in exciters, unless type-accepted.
 - g. Non-continuous duty rated transmitters used in continuous duty applications.
 - h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
 - i. Change in operating frequency(ies).

- j. Ferrite devices looking directly at an antenna.
 - k. Nickel plated connectors.
 - l. Cascaded receiver multicouplers/preamps.
3. All emergencies are to be reported immediately to Sublessor's Network Management Center at **(800) 264-6620**.

D. LIABILITY

It shall be the responsibility of the Sublessee to comply with all of the site standards set forth herein. The Sublessee specifically agrees to indemnify and hold harmless the Sublessor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Sublessee's negligent non-compliance with the standards set forth herein.

E. INSPECTION

Sublessor reserves the right to inspect Sublessee's area without prior notice at any time during the term of the Sublease in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Sublessor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

- 1. Sublessor reserves the right to inspect Sublessor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Sublessor and Sublessee that the standards set forth herein are part of the Sublease between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Sublessor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Sublessor of the Sublessee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Sublessee's compliance or non-compliance with the standards.

G. NOTICES

- 1. All contacts or notices required or permitted by the Sublessee pursuant to these Site Standards shall be provided in writing to Sublessor's Manager - Operations or her/his designee and any approval or consent by the Sublessor shall only be effective if executed in writing by the Sublessor's Manager - Operations or her/his designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Sublessee's use or proposed use, there exists any change to the RF environment it will be at Sublessor's sole discretion to require any or all of the following:

1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Sublessor approval required.
2. 30-76 MHz
 - Isolators required
 - TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
3. 130-174 MHz
 - Isolators - minimum of 30 dB with bandpass cavity
4. 406-512 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
5. 806-866 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
6. 866 MHz and above - as determined by Sublessor.

B. Additional protective devices may be required based upon Sublessor's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Ratio (VSWR) measurements
15. Existing cavity selectivity

C. Sublessee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Sublessee to be as specified by tower manufacturer and approved by Sublessor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
- C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type or have the appropriate lightning protection as determined by Sublessor.
- F. No welding or drilling on mounts will be permitted.

IV. CABLE

- A. All antenna lines to be approved by Sublessor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or

- cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Sublessor.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cables must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3-conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliacx, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. All RF shielding must be in place.
- B. VHF frequencies and higher must use helical resonator front ends.
- C. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- D. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- E. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Sublessee's name, equipment model number, serial number, and operating frequency(ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Sublessee's FCC Lease.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Sublessor using only Sublessor approved contractors at least 48 hours in advance of site work. Sublessee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Sublessor has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Sublessor, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Sublessor and within the parameters as defined by Sublessor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Sublessee must cooperate immediately with Sublessor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Sublessee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the tower.

A. ICE SHIELDS

- 1. At Sublessor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Sublessor.

B. CLIMBING BOLTS AND LADDERS

1. All attachments made to the tower shall be made in such a manner as not to cause any safety hazard to other lessees/sublessees/licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Sublessor's sole discretion and with Sublessor's approval.
2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Sublessor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Sublessee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Sublessor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Sublessor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Sublessor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically

for the type of cable or waveguide and for diameter of the entry port, and approved by Sublessor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN SUBLESSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Sublessor's building must be pre-approved by Sublessor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Sublessor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Sublessee must adhere to either the Motorola or AT&T grounding specification outlined above based on Sublessor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.

8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Sublessor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Sublessor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Sublessee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Sublessor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Sublessee and if different than specified in the Application can not be installed without the prior approval of the Sublessor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Sublessor and will include scheduled cleaning of the shelter interiors.

2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Sublessee.

XXIII. DAMAGE

1. Sublessee shall report to Sublessor any damage to any item of the facility, structure, component or equipment, whether or not caused by Sublessee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Management Center by calling **(800) 264-6620** and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24-hour contact number(s) must be displayed on outside of equipment cabinet/building.