

Date:July 6, 2022To:Milford Police DepartmentRegarding:Milford Police DepartmentBUN: 807204 / 804303 / MAN MILFORD 959560 / Order/Application # 610033

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of Milford Police Department, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Jacqueline Cano at (602) 845-1734.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

<u>Crown Castle Address for mailing signed hard copies</u>: Crown Castle Attn: Contract Development Document Execution 2000 Corporate Drive Canonsburg, PA 15317

Questions may be directed to ContractServices@CrownCastle.com or by phone at 1-833-809-8011.

Thank you,

Contract Specialist Crown Castle Customer Site Name: N/A Customer Site ID: N/A

FIRST AMENDMENT TO SITE LICENSE AGREEMENT

This First Amendment to Site License Agreement (this "Amendment") is made this <u>15</u> day of <u>July</u>, <u>2022</u>, by and between Crown Atlantic Company LLC, a Delaware limited liability company ("Crown") and Milford Police Department, a New Hampshire corporation ("Customer").

RECITALS:

WHEREAS, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Site License Agreement dated January 26, 2022, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "SLA"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as MAN MILFORD 959560, Crown BU# 807204 (the "Site"); and

WHEREAS, Crown and Customer desire to amend the SLA pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the SLA.

2. **Term Extension.** The term of the SLA that expired or is scheduled to expire on December 31, 2022 (the "Term") shall be extended, or shall be deemed to have been extended, commencing effective as of the expiration of said Term as set forth in the SLA (the "Extension Commencement Date"), and expiring on December 31, 2032 (the "Extension Expiration Date").

3. **Renewal Terms.** Notwithstanding anything to the contrary in the SLA, following the Extension Expiration Date, the Term shall automatically extend for four (4) renewal periods of five (5) years each unless either party provides written notice to the other of its election not to renew the Term, at least ninety (90) days prior to the end of the then-current Term.

4. **Basic Payments.** The parties hereby agree that, notwithstanding anything to the contrary in the SLA, effective as of January 1, 2022, (i) the Basic Payments due under the SLA shall be payable annually, and (ii) the Basic Payment shall be deemed to have been Nineteen Thousand Two Hundred and 00/100 Dollars (\$19,200.00). Said Basic Payments are otherwise payable in accordance with the SLA.

5. Adjustments to Basic Payment. Notwithstanding anything to the contrary in the SLA, the Basic Payment shall increase on January 1, 2023, and every anniversary of such date thereafter (each such date, an "Adjustment Date") by an amount equal to three percent (3%). Crown's failure to demand any such increase shall not be construed as a waiver of any right thereto and Customer shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.

6. **Appropriation of Funds.** The parties acknowledge that Customer's fulfillment of its payment obligations under the SLA may be subject to availability of governmental funding. Customer agrees to take any and all actions necessary to request and obtain appropriations sufficient to fulfill all such payment obligations as and when due. Notwithstanding the foregoing, and in addition to any rights and remedies available to either party pursuant to the SLA or at law, in the event that Customer is unable to timely fulfill any payment obligation under the SLA due to the failure of applicable governing body to appropriate funds

Customer Site Name: N/A Customer Site ID: N/A

therefor, then such non-payment shall not be deemed to be an Event of Default; <u>provided</u>, <u>however</u>, (i) Customer shall promptly notify Crown of such failure to appropriate funds, (ii) Crown shall have no further obligation to provide the Licensed Space or use of the Site to Customer, (iii) Crown shall have the right to terminate the SLA by providing thirty (30) days prior written notice to Customer, and (iv) Customer shall continue to be obligated to pay Basic Payments hereunder for the period through and including the date on which all of Customer's Equipment is removed from the Site.

7. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the SLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the SLA and this Amendment, the terms of this Amendment shall control. Each reference in the SLA to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

Customer Site Name: N/A Customer Site ID: N/A

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Crown Atlantic Company LLC, a Delaware limited liability company

DocuSigned by:

By: Britteny Jones

Print Name:

Title: <u>Supervisor, Contract Development</u>

Execution Date: July 15, 2022

CUSTOMER:

Milford Police Department, a New Hampshire corporation		
	DocuSigned by:	
By:	Craig Frye	
	Craig Frye me:	
Print Name:		
Title:	Police Captain	
July 13, 2022 Execution Date:		
Execution Date:		

TERMINATION OF AGREEMENT

This Termination of Agreement (this "Termination Agreement") is entered into as of this <u>15th</u> day of <u>July</u>, <u>2022</u> by and between Crown Atlantic Company LLC, a Delaware limited liability company ("Crown"), and Milford Police Department, a New Hampshire corporation("Customer").

WHEREAS, Crown and Customer are parties to that certain Site License Agreement dated August 24, 2021, as may have been amended and/or assigned (the "Co-Location Agreement"), for a site known as Milford, Crown BU # 807204 (the "Site"); and

WHEREAS, Crown and Customer desire to terminate the Co-Location Agreement prior to its scheduled date of expiration as set forth therein in accordance with the terms and subject to the conditions of this Termination Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

- 1. <u>Recitals and Defined Terms</u>. The foregoing recitals and defined terms are incorporated herein by reference.
- 2. <u>Termination Date</u>. The parties hereto agree that the Co-Location Agreement shall be deemed to have effectively terminated as of the Term Commencement Date as set forth in the Co-Location Agreement (the "Termination Date").
- 3. <u>Up-front Co-Location Fee</u>. Notwithstanding the Termination Date, the parties acknowledge and agree that Crown is entitled to retain the Up-front Co-Location Fee and shall not be obligated to refund any portion thereof to Customer as a result of this termination.

[Remainder of Page Intentionally Left Blank]

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

Crown Atlantic Company LLC, a Delaware limited liability company

	DocuSigned by:
	Michelle Lieban
By:	Michelstesteinebau
Name:	
Title:	Director Client Services
Date:	July 15, 2022

Milford Police Department, a New Hampshire corporation

By: Vaig Frye Name: Title: DocuSigned by: (raig Frye Frye Police Captain Date: July 13, 2022

DocuSia

Certificate Of Completion

Envelope Id: 953F0C8D3D1A42D69EE6A9A83EAEC3E8 Subject: BU-807204_PLIC-804303_App-610033_East_MAN MILFORD 959560_Milford Police Department District: NE License: 804303 ApplicationId: 610033 Area: ETA BusinessUnit: 807204 Source Envelope: Document Pages: 6 Signatures: 4 Certificate Pages: 5 Initials: 0 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original 7/6/2022 4:58:01 PM

Signer Events

Martha Cole Martha.Cole@crowncastle.com

Security Level: .Email

ID: 91be9ac1-8e6e-4513-a87b-9fc769dab39f 7/11/2022 1:26:02 PM

Electronic Record and Signature Disclosure: Accepted: 7/11/2022 1:26:10 PM ID: 06c5170b-17ff-41d4-8873-d7e3c3a2138f

John Shannon

jshannon@milford.nh.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 7/13/2022 8:46:37 AM ID: b80c8f20-27fb-4939-bd73-e5eb9252f480

Craig Frye

cfrye@milford.nh.gov

Police Captain

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 7/13/2022 11:34:42 AM

ID: e0174bb8-c8eb-43e8-953a-3b4afdf4d8a5

Michelle Liebau

michelle.liebau@crowncastle.com

Director Client Services

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Holder: Robert Benson at Crown Castle robert.benson@crowncastle.com

Signature

Completed

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Completed

Using IP Address: 75.144.151.57

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Signed: 7/13/2022 3:17:07 PM

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Signed: 7/15/2022 8:18:40 AM

Michelle Lieban F51CF5C8464D4FB...

Signature Adoption: Pre-selected Style Using IP Address: 4.78.157.2

Envelope Originator: Robert Benson at Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 robert.benson@crowncastle.com IP Address: 4.78.16.2

Location: DocuSign

Status: Completed

Timestamp

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Craig Frye 73A57D5285DA4F1.

Signer Events

Accepted: 7/14/2022 8:26:34 AM ID: b39b1188-2500-4503-b7ed-acb15ae33fba

Brittany Jones

brittany.jones@crowncastle.com Supervisor, Contract Development Crown Castle International Corp. Signing Group: Crown Manager, Contract Development Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

<u>.</u>... In Pers

Agent D

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Buttony Jones 7420DD3A2C8C4FB..

Signature

DocuSigned by:

Signature Adoption: Pre-selected Style Using IP Address: 73.168.214.0

Timestamp

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Electronic Record and Signature Disclosure: Accepted: 7/13/2022 8:42:48 AM ID: 8881f75a-35cf-4053-81a2-d0c2e7c0cc94		
Jacqueline Cano Jacqueline.Cano@crowncastle.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	VIEWED Using IP Address: 68.107.177.147	Sent: 7/13/2022 3:17:09 PM Resent: 7/13/2022 3:35:06 PM Resent: 7/13/2022 3:35:12 PM Viewed: 7/13/2022 3:35:41 PM Completed: 7/13/2022 3:39:36 PM
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events Jacqueline Cano	Status COPIED	Timestamp Sent: 7/11/2022 1:28:07 PM
Jacqueline.Cano@crowncastle.com Security Level: Email, Account Authentication (None)	COPIED	Viewed: 7/12/2022 12:09:52 PM
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Vertical Licensing VerticalDocusign@crowncastle.com	COPIED	Sent: 7/11/2022 1:28:08 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2022 4:59:42 PM
Certified Delivered	Security Checked	7/15/2022 9:27:26 AM
Signing Complete	Security Checked	7/15/2022 9:27:37 AM
Completed	Security Checked	7/15/2022 9:27:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document. Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically If you elect to receive documents for execution and various other documents and other records only in paper format. it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle 2000 Corporate Drive Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system. Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below. By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it
 or any other DocuSign e-mail communications. In the event another party needs to be added to the
 DocuSign communication, you must make a request to the e-mail originator.