



STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Bill Walker, Governor
Chris Hladick, Commissioner
Robert M. Pickett, Chairman

Regulatory Commission of Alaska

November 4, 2016

In reply refer to: Tariff Section
File: TA11-571
LO #: L1600535

Lee Thibert
Chief Executive Officer
Chugach Electric Association, Inc.
P. O. Box 196300
Anchorage, AK 99519-6300

Dear Mr. Thibert:

Chugach Electric Association, Inc. (Chugach) filed TA11-571 on September 20, 2016, requesting approval of a wholesale special contract with New Cingular Wireless PCS, LLC (NCW). Additionally, Chugach requested a waiver of 3 AAC 52.375(b), the requirement to file cost-of-service information in support of the special contract.¹ On November 3, 2016, the Regulatory Commission of Alaska (Commission) approved Tariff Sheet No. 32 and the special contract, filed September 20, 2016, by Chugach with TA11-571. In addition, the Commission grants Chugach's request for a waiver of 3 AAC 52.375(b) in accordance with 3 AAC 52.350(e).²

Enclosed is a validated copy of the tariff sheet and the special contract. The effective date of the tariff sheet and the special contract is November 4, 2016. Please note that the effective date has been added to the bottom right corner of each tariff sheet and each page of the special contract.

BY DIRECTION OF THE COMMISSION

Sincerely,

REGULATORY COMMISSION OF ALASKA

Steven J. Kramer
Common Carrier Section Manager

Enclosures

¹ 3 AAC 52.375(b) provides a tariff revision to increase wholesale rates, to offer new or repackaged wholesale services, or to implement special contracts for wholesale service is subject to the provisions of 3 AAC 48.220, 3 AAC 48.240, 3 AAC 48.270, and 3 AAC 48.280 – 3 AAC 48.410 and must also include quantitative data including cost-of-service data, in support of the proposed rates.

² 3 AAC 52.350(e) provides that unless otherwise required under AS 42.05, a requirement in 3 AAC 52.350 – 3 AAC 52.399 may be modified or waived, in whole or in part, by order of the commission and a showing of good cause or on the commission's own motion. An applicant shall file and the commission will consider an application in accordance with 3 AAC 48.805.

Chugach
TA11-571
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cc: Arthur Miller
Director of Regulatory Affairs and Pricing
Chugach Electric Association, Inc.
P. O. Box 196300
Anchorage, AK 99519-6300

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Chugach Electric Association, Inc.

PART 4

SUMMARY OF SPECIAL CONTRACTS

In conformance with 3 AAC 48.370(26), the following list summarizes Chugach's Special Contracts relating to the sale and purchase of telecommunications special services.

1. Federal Aviation Administration Equipment Space Lease, Power, and Maintenance Agreement between Chugach Electric Association, Inc. and the Federal Aviation Administration (Lease Number DTFAAL-05-L-00041); effective November 1, 2005 through September 30, 2020.
2. Circuit, Space and Power Lease Agreement between Chugach Electric Association, Inc. and The Alaska Wireless Network, LLC (formerly ACS Wireless, Inc.), Chugach Lease Agreement No. 06-17, Contract No. 101897, effective February 1, 2013 through January 31, 2018.
3. Circuit, Space and Power Lease Agreement between Chugach Electric Association, Inc. and The Alaska Wireless Network, LLC (formerly Alaska Digitel, LLC), Chugach Lease Agreement No. 06-18, Contract No. KEN-0179 / 3835, effective November 1, 2006 through November 1, 2011; extended to November 1, 2016.
4. Circuit, Space and Power Lease Agreement between Chugach Electric Association, Inc. and New Cingular Wireless PCS, LLC. Chugach Lease Agreement No. 09-25, Contract No. AN2462, effective April 1, 2013 through June 30, 2017. N
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N

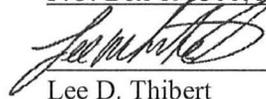
Tariff Advice No.: 11-571

Effective:

November 4, 2016

Issued by: Chugach Electric Association, Inc.
P.O. Box 196300, Anchorage, Alaska 99519-6300

By:


 Lee D. Thibert

Title: Chief Executive Officer

Chugach Lease Agreement No. 09-25

AT&T Contract No AN2462

Fixed Asset #: 10128420

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CIRCUIT, AND SPACE LEASE AGREEMENT

BETWEEN

CHUGACH ELECTRIC ASSOCIATION, INC.

AND

**NEW CINGULAR WIRELESS PCS, LLC,
a DELAWARE LIMITED LIABILITY COMPANY**

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**CIRCUIT, SPACE AND POWER LEASE AGREEMENT
BETWEEN
CHUGACH ELECTRIC ASSOCIATION, INC.
AND
NEW CINGULAR WIRELESS PCS, LLC**

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1) TERMS OF LEASE AGREEMENT

This circuit, space and power ("Services") Lease Agreement constitutes a contract between Chugach Electric Association, Inc., an Alaska electric cooperative ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee") for the lease and use of the following Services:

Under this agreement, Lessor will provide:

- A. One (1) DS1 digital transmission links with a capacity of 1.544 Mbps per DS1 between Cellular One's point of presence at Chugach Headquarters Bldg A, located at 5601 Electron Dr., Anchorage, Alaska and Cellular One's point of presence at the Chugach "Summit" communication site facility located above Summit Lake, 0.5 mile east of Seward Highway, Mile post 45.6, east of Summit Lake . Chugach circuit number is T147
- B. Sublease ground space at Chugach's "Summit" Communication site, located at Mile 45 Seward Highway (the "Premises") for one 10' x 10' mounting platform, one cellular transceiver mounted in an outdoor enclosure, a 20' self supporting communication tower, and such other facilities as set forth on the attached drawings and specifications (Exhibit A).
- C. Commercial AC power for one cellular transceiver as set forth in the attached drawings and specifications.

Lessee will construct its Facilities on the Premises at its cost and expense as set forth in the attached drawings and specifications.

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2) **TERM OF LEASE, RATES FOR SERVICES, INSTALLATION, AND PAYMENT TERMS**

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The term of this Lease Agreement (the "Initial Term") shall begin on the date of installation and operation of the Facilities ("Effective Date") and shall continue for a period of sixty (60) months. Lessee shall have the right to extend the term of this Lease Agreement for an additional term of five (5) years each (a "Renewal Term). At the conclusion of the Renewal Term, the lease shall continue on a month-to-month basis unless renewed or terminated by either party.

The lease price ("Rent") for the Services outlined above is as follows:

<u>SERVICES:</u>	<u>Monthly Rate</u>
A..... 1XDS1	\$3626
B.....Ground Space and Power	\$ 350
<u>ENGINEERING/CIRCUIT INSTALLATION:</u>	<u>One Time Charge</u>
A..... 1XDS1	\$998

All taxes, charges, costs and expenses incurred by Lessor by reason of default of the Lessee or failure on Lessee's part to comply with the terms of the sublease, shall, in the event of non-payment by the Lessee be deemed to be rent and the Lessor shall have all the rights and remedies with respect thereto that the Lessor would have for the non-payment of rent.

These rates are based upon the following conditions:

Lessee will be responsible for installing and maintaining all equipment on the Lessee side of Access Connection Points.

Lessee will be responsible for the 'trail circuit' from 5601 Electron drive to its facility.

In addition to the lease charges for the Services stated above, Lessee shall pay any new regulatory charges, taxes imposed, or increases to the existing Chugach site lease. These will be passed through to and paid on a pro rata basis by Lessee.

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AT&T Contract NoAN2462

Fixed Asset #: 10128420

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The parties to this Lease Agreement further acknowledge that according to 3 AAC 48.390, Provisions of special contract, this lease is subject to approval by the Regulatory Commission of Alaska (RCA), and as such does not become effective until approval is granted.

1. Use

Lessee is solely responsible for determining the compatibility and adequacy of the proposed Premises and/or Facilities for Lessee's purposes. Lessee shall have no claim, including damages, against Chugach, in the event the Premises and/or Facilities are determined not compatible or adequate for Lessee's purposes.

Lessee must perform frequency coordination and obtain applicable FCC licenses for operation of its communication facilities.

Lessee shall use the Premises for construction, maintenance, and operation of the Facilities for Lessee's telecommunication purposes and for no other purpose.

Chugach currently occupies the property under State of Alaska Department of Natural Resources, Division of Mining, Land, and Water (DNR) Lease ADL No. 227467. Chugach will submit a request for amendment to the lease to include occupancy by Lessee. In the event that Chugach is unable to secure such amendment, this Lease Agreement shall be void.

Lease is subject to written approval of site Co-Developer and subtenant Alaska Communication Systems (ACS) Construction shall not proceed until such permission is obtained.

Lessee agrees to abide by conditions set forth in Lessor's Lease ADL No. 227467 (Exhibit B). Lessee is responsible for all fines, and expenses related to its non-compliance with the Lease, including fines and site restoration expenses. Of particular importance is Site Access, which is limited to Helicopter and Snowmobile. This includes any activity at the site, including but not limited to construction, operations, and maintenance.

Lessor represents, warrants and covenants to Lessee that Lessee shall enjoy ingress, egress and access to the Premises adequate to service the Premises and the Facilities at all times during this Lease, subject to conditions set forth in Lessor's DNR lease ADL No. 227467.

2. Installation:

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Lessee shall construct its Facilities in accordance with the approved specifications and drawings, and in accordance with applicable codes pertaining to the Facilities. The Lessee shall make no alterations, additions, and/or improvements to the Facilities without written consent from Lessor.

Licenses, Permits and Fees. Lessee shall be responsible for obtaining and paying for all the appropriate approvals, permits, and licenses prior to construction, location, and operation of the Facilities

Construction of Facilities. Prior to commencing construction, a pre-construction meeting will be held at Lessor's facility to review Lessee's work plan. Chugach shall perform a final inspection of the Facilities, and provide results of the inspection(s) to Lessee in writing. Lessee shall, within thirty (30) days of construction completion, deliver as-built drawings and specifications for installed equipment.

3) INSURANCE

A. During the term of this Contract, the Lessee will, at its sole expense, secure and maintain and will file with Lessor proper and acceptable evidence of the following described insurance:

1. Workers' Compensation Insurance and Employer's Liability Insurance in compliance with the laws of all applicable states including USL&H, Jones Act (if applicable to the "Work"), and any other coverages that may apply in any federal jurisdictions where the Work is performed covering all employees engaged in the performance of the Work specified in this Lease Agreement and any Work hereunder, with the following limits:

Employer's Liability

- | | | | |
|----|---------------------------|---|-------------------------|
| a. | Bodily Injury by Accident | - | \$500,000 each accident |
| b. | Bodily Injury by Disease | - | \$500,000 each employee |
| c. | Bodily Injury by Disease | - | \$500,000 Policy Limit |

2. Commercial General Liability Insurance, including blanket Contractual, Property Damage and Independent Contractors Personal Injury, and Products-Completed Operations Liability Insurance with coverage at least as broad as Insurance Services Office form number CG 0001 (Edition 10 01) and minimum limits as follows:

- a. Each Occurrence Limit - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability.
- b. Personal and Advertising Injury Limit - \$1,000,000.
- c. Products-Completed Operations Aggregate Limit - \$2,000,000.

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- d. General Aggregate Limit (Other than Products-Completed Operations) - \$2,000,000.
3. Automobile Liability Insurance covering owned, non-owned and hired vehicles used by the Lessee with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability resulting from any one accident.
4. Excess/Umbrella Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit for any one occurrence, and \$1,000,000 Annual Aggregate. This policy is to provide no less than the same coverage described in Paragraphs 1 and 2 above and is to be in excess of required primarily limits of liability.
- B. All liability insurance shall include contractual liability coverage.
- C. All insurance required under this Lease Agreement shall be issued by insurance companies authorized to do business in the State of Alaska and rated A-/VII or better in the most recent edition of Best's Insurance Reports.
- D. The minimum policy limits required in this Section 3 are exclusive of defense costs for all applicable policies.
- E. The Lessee's obligation to procure and maintain the insurance required in Section 3, paragraph A.1 - 4 above is not in derogation of, nor in substitution for, Lessee's obligation to protect, defend, indemnify, and save Lessor harmless under those provisions or under Section 4, it being understood that Lessee's obligations to protect, defend, indemnify and save Lessor harmless are not dependent upon nor limited to the amount or availability of insurance proceeds.
- F. Lessor shall be included as additional insured on the Lessee's policies for all liability insurance required under the terms of this Contract except Workers' Compensation Insurance.
- G. Each Certificate shall insurers will endeavor to provide provide that thirty (30) days prior written notice shall be given to Lessor in the event of cancellation or non-renewal.
- H. The "other insurance" clause of the policy/policies evidenced by the Certificates shall be interpreted to make it/them primary to any insurance policy/policies maintained by Lessor which might otherwise be applicable.
- I. All required policies shall provided that underwriters and insurance companies of the Lessee shall not have any rights to subrogate against Lessor.
- J. All policies provide that there will be no recourse against Lessor for payment of the Lessee's premiums.

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- K. All liability policies including excess/umbrella liability policies shall provide a severability of interest (cross liability) clause applicable to claims made by Lessor against any other insured.

4) INDEMNIFICATION

Lessee shall indemnify, save harmless and defend Lessor, its officers, agents and employees from any and all liability, including without limitation all costs, damages, attorneys fees, and expenses, for all actions and/or claims, including without limitation claims for contribution or indemnification, resulting from deaths, injuries, loss or damages arising directly or indirectly as a result of any error, omission, act or failure to act on the part of the Lessee, and/or any of its subcontractors and/or anyone, including but not limited to Lessor, its officers, agents, and employees, directly or indirectly employed or utilized by the Lessee or otherwise involved in the preparation for and/or the performance of any work associated with the use of the Services in this Agreement except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

5) VENUE AND GOVERNING LAW

Venue for any arbitration or litigation under this Agreement shall be Anchorage, Alaska. Insofar as is necessary, the parties hereby consent and submit to the jurisdiction of said courts or arbitrators. This Agreement is made subject to and shall be governed and construed in accordance with the laws of the State of Alaska and the authority granted to the individual parties thereunder.

6) TERMINATION

At any time after the acceptance of the Agreement, and with one hundred eighty (120) days notice, either party shall have the right to terminate the Contract. Lessee shall make payment to the Lessor for Services rendered, including the notice period.

7) ASSIGNMENT

Lessee may not assign or transfer, in whole or in part, by operation of law or otherwise, this Lease Agreement or any interest in it without the prior written consent of Lessor, which shall not be unreasonably withheld. Notwithstanding, Lessee will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Lessor, to Lessee's parent or member company or any affiliate or subsidiary of, or partner in, Lessee or its parent or member company or to any entity which acquires all or substantially all of the Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. The foregoing notwithstanding, Lessee, may, upon written notice to Lessor, mortgage or grant a security interest in this Lease and Facilities and may assign this Lease and the Facilities to any such mortgagees or holders of security interest including their successors or assigns (collectively, the "Mortgagees"). In such event, Landlord shall execute such leasehold financing documents as may be reasonably required by the Mortgagees.

8) NOTICES AND CORRESPONDENCE

Any notice hereunder shall be in writing, and shall be deemed given when personally delivered or on the second business day following its deposit in the U.S. mail, registered or certified, return receipt

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requested, or other nationally (U.S.) recognized courier service addressed to the intended recipient at the address for such intended recipient set forth below or such other address as the intended recipient shall have previously given by notice to the sender.

If to Lessor:

When Mailed: Chugach Electric Association, Inc.
P.O. Box 196300
Anchorage, Alaska 99519-6300
Attn: Paul Johnson, Manager, Control & Communication Systems

When Personally
Delivered:

Chugach Electric Association, Inc.
5601 Electron Drive, Building A
Anchorage, Alaska 99518
Attn: Paul Johnson, Manager, Control & Communication Systems

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site AN2462; Cell Site Name: Summit Lake (AK)
Fixed Asset #10128420
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy of the notice sent to the addresses above to AT&T Legal at

:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site AN2462; Cell Site Name: Summit Lake (AK)
Fixed Asset #10128420
P.O. Box 97061
Redmond, WA 98073-7061

or

New Cingular Wireless PCS, LLC
Attn: Legal Department
16331 NE 72nd Way
Redmond, WA 98052
Re: Cell Site AN2462; Cell Site Name: Summit Lake (AK)
Fixed Asset #10128420

Any notice sent by mail in the manner set forth above shall be deemed given and received 48 hours after the date deposited in the United States mail. Any notice or communication given by personal delivery to Lessor or sent by overnight carrier, telegram, telex, or facsimile in the manner set forth above shall be deemed given upon receipt. Any party hereto may change its notice address by giving notice to the other parties, in the manner set forth herein; provided, however, that no change of address notice shall be effective until received by the other party.

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9) BILLING DISPUTES

A Party must submit reasonable, detailed and valid billing disputes to the other Party in writing within three (3) months from the due date. Disputed amounts for services occurring greater than six (6) months prior to a notice of dispute will be considered undisputed. The Parties will endeavor to resolve all billing disputes within ninety (90) days from receipt of the billing dispute. If the Parties are unable to resolve the dispute within ninety (90) days, either Party may elect to proceed with the appropriate Formal Dispute Resolution procedures set forth in Section 10.0 below.

The Parties agree that billed amounts are to be paid when due, and that interest shall apply to all overdue amounts as set forth in the General Terms and Conditions of this Agreement. The Parties further agree that interest shall apply to (a) all disputed amounts which are tendered to the billing Party but which are resolved in favor of the disputing Party, and (b) all overdue disputed amounts, which are resolved in favor of the non-disputing Party.

10) DISPUTE RESOLUTION

General: The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use this Dispute Resolution procedure with respect to any disputed matter arising out of, relating to, or in connection with this Agreement, or the breach, termination or the validity thereof.

Dispute Notice: Notice of a valid dispute must be in writing and contain information documenting the total dollar amount of the dispute, if applicable, and a detailed description of the underlying dispute (the "Dispute Notice"). The filing of a Dispute Notice triggers the Informal Negotiation resolution process.

Informal Negotiations (Managers): Upon receipt of the Dispute Notice, the Parties agree to participate in Informal Negotiations between manager level employees or their designee, who will agree to be the Single Point of Contact (SPOC) for the Informal Negotiations. Each Party agrees to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the manager/representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. The Informal Negotiations should precede actions by a Party under Section 10.4 (Formal Negotiations). Once a Party institutes the Informal Negotiations procedures under this Section, the Parties shall refrain for ten (10) business days from taking any action under Section 10.4. Any discussions and correspondence among the representatives prepared for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit.

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without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

Formal Negotiations (Officers): When the Informal Negotiations procedure has failed to resolve a dispute, either Party may send a written notice to the other, describing the dispute and requesting further discussions between knowledgeable officers of their companies. These representatives shall use their reasonable best efforts to resolve the matter without litigation.

11) PROTECTION TO PERSONS AND PROPERTY

The Lessee will, at all times, take all reasonable precautions for the safety of employees, and of the public, and all other persons who may be affected thereby, will comply with all applicable provisions of Federal, State and Municipal safety laws, regulations, statutes, and building and construction codes.

The Lessee will protect from loss or damage all equipment and facilities for Services rendered under this Agreement, including trees, shrubs, lawns, walks, paved surfaces, structures and utilities. The Lessee will provide and maintain guard lights, watchman or other protection for persons and property, and physical hazards shall be guarded in accordance with applicable Federal, State and Municipal laws, regulations, statutes or codes.

12) SEVERABILITY

If any provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall be unaffected by such adjudication, and the remaining provisions of the Agreement shall remain in full force and effect as if such provision so adjudicated to be invalid had not been included herein.

13) NO THIRD PARTY BENEFICIARY

This Agreement and all rights hereunder are intended for the sole benefit of the parties hereto, and shall not imply or create any rights on the part of, or obligations to, any other entity not a party to this Agreement. No provision of the Agreement document is intended nor shall be construed to be for the benefit of any third party.

14) MODIFICATION

This Lease Agreement and any documents referred to herein are the final complete, and exclusive statement of the terms of the agreement of the parties concerning the subject matter of those documents. This Lease Agreement supersedes all prior written and oral agreements and understandings between Lessee and Lessor with respect to the Services. Only a writing signed by Lessor and Lessee may modify this Lease Agreement.

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15) EXPENSES OF SUIT

If legal action is commenced to enforce the performance of any part of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and expenses.

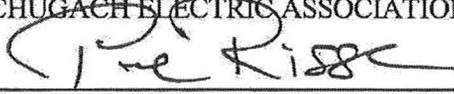
16) PROPRIETARY AND CONFIDENTIAL DATA & INFORMATION

(a) All information and data, regardless of form, that is received from Lessor and/or prepared by the Lessee for this Agreement shall be treated as confidential by the Lessee and the LESSEE SHALL NOT DISCLOSE SUCH INFORMATION OR DATA TO OTHERS EXCEPT UPON EXPRESS WRITTEN APPROVAL OF LESSOR.

17) SUCCESSORS IN INTEREST

Each and every clause and provision herein contained shall be binding upon and inure to the benefit of the successor, heirs and assigns of the parties hereto and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

Lessor: CHUGACH ELECTRIC ASSOCIATION, INC.

By:  10-23-09
Name: Paul Risse
Title: Acting Senior VP, Power Delivery
Address: 5601 Electron Drive
P. O. Box 196300
Anchorage, AK 99519-6300

Lessee: New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation
Its: Manager
By: 
Name: Steven Casen
Title: AVP - Const & Engr.
Date: 10/13/09