

February 24, 2015

VIA OVERNIGHT DELIVERY

Hon. Robin Stein, Chairman
and Members of the Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: New Cingular Wireless PCS LLC ("AT&T")
Proposed Wireless Telecommunications Tower Facility
30 Cobblers Hill Court, Monroe Connecticut

Dear Chairman Stein and Members of the Council:

On behalf of New Cingular Wireless PCS, LLC ("AT&T") and in connection with the above referenced Certificate Application, we respectfully enclose AT&T's lease agreement with Quarry Ridge Associates LLC ("Agreement"). Also included are a motion for Protective Order related to the disclosure of the financial terms included in the Agreement, a draft Protective Order, a supporting affidavit of Michele Briggs of AT&T and a sealed envelope containing the unredacted pages from the Agreement containing proprietary and confidential information.

Also enclosed is a CD containing the electronic version of this letter and the enclosed documents.

Should the Siting Council or Staff have any questions regarding this matter, please do not hesitate to contact us.

Very truly yours,




Lucia Chiochio

cc: Michele Briggs, AT&T
Christopher B. Fisher, Esq.

CERTIFICATE OF SERVICE

I hereby certify that on this day an original and fifteen copies of the foregoing letter and noted enclosures were submitted to the Connecticut Siting Council by overnight delivery.

Dated: February 24, 2015


Lucia Chiochio

Lucia Chiochio

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF NEW CINGULAR WIRELESS PCS,
LLC (AT&T) FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND PUBLIC
NEED FOR THE CONSTRUCTION, MAINTENANCE
AND OPERATION OF A TELECOMMUNICATIONS
TOWER FACILITY IN MONROE, CONNECTICUT

DOCKET NO. ____

February 24, 2015

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE
OF THE EXACT MONTHLY RENT IN THE LEASE AGREEMENTS BETWEEN
NEW CINGULAR WIRELESS PCS LLC (AT&T) AND LESSOR

In furtherance of the Council's ruling in Docket 366, the Applicant, New Cingular Wireless PCS, LLC (AT&T), respectfully moves for a protective order related to the disclosure of the exact monthly rent in the respective lease agreement with Quarry Ridge Associates LLC ("Landlord"). The Siting Council's evaluation of the Applicant's proposed facility should not be based on the financial terms of AT&T's agreement with the Landlord as it does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, AT&T considers the specific amount of rent and other financial terms that these parties agreed upon as proprietary corporate information. It is respectfully submitted that the specific monthly rent of the lease agreement between AT&T and the Landlord as well as other financial terms is not relevant to this proceeding and should be excluded from any public disclosure. In furtherance of this motion, portions of the lease with the monthly rent and other financial terms disclosed has been provided in the included sealed envelope and marked "Confidential: Disclosure of the Contents is Bound by Protective Order Issued by the Siting Council" with a redacted copy of the lease attached to this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.



Lucia Chiochio, Esq.
Cuddy & Feder LLP
Attorneys for the Applicant

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF NEW CINGULAR WIRELESS
PCS, LLC (AT&T) FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND PUBLIC
NEED FOR THE CONSTRUCTION, MAINTENANCE
AND OPERATION OF A TELECOMMUNICATIONS
TOWER FACILITY AT 30 COBBLERS HILL COURT IN
THE TOWN OF MONROE, CONNECTICUT

DOCKET NO. 450

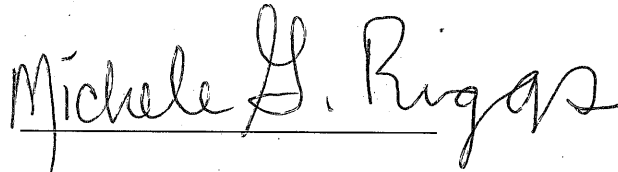
June 2, 2014

AFFIDAVIT OF MICHELE G. BRIGGS

Michele G. Briggs, being duly sworn, deposes and states that:

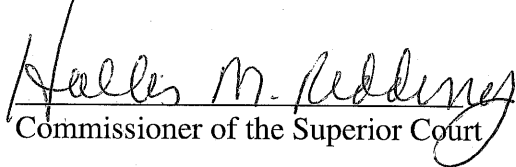
1. I am over eighteen years of age and understand the obligation of making a statement under oath.
2. I am a Senior Real Estate and Construction Manager with New Cingular Wireless PCS LLC ("AT&T").
3. I am familiar with AT&T's Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications tower facility located at 30 Cobblers Hill Court in Monroe, Connecticut ("AT&T's Application").
4. I am familiar with the lease between AT&T and Quarry Ridge Associates LLC being submitted in connection with AT&T's Application ("lease").
5. A redacted copy of the lease between AT&T and Quarry Ridge Associates LLC is being submitted in connection with AT&T's Application.
6. The redacted provisions relate to the amount of rent and related financial information to be paid by AT&T during the term of the lease and any extensions thereof ("Confidential Information").

7. The Confidential Information is proprietary, confidential and commercially valuable information that constitutes trade secrets.
8. AT&T would be harmed by the disclosure of the Confidential Information.
9. AT&T has used its best efforts to maintain the Confidential Information as secret in order to avoid the harm that would result from the disclosure of the Confidential Information.



Michele G. Briggs
Senior Real Estate and Construction Manager
New Cingular Wireless PCS LLC (AT&T)

Subscribed and sworn to before me
this 2nd day of June, 2014



Commissioner of the Superior Court

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF NEW CINGULAR WIRELESS PCS,
LLC (AT&T) FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND PUBLIC
NEED FOR THE CONSTRUCTION, MAINTENANCE
AND OPERATION OF A TELECOMMUNICATIONS
TOWER FACILITY IN MONROE, CONNECTICUT

DOCKET NO. ____

_____, 2015

PROTECTIVE ORDER

WHEREAS, the financial provisions in the lease agreements between New Cingular Wireless PCS LLC (AT&T) and Quarry Ridge Associates LLC (the "lease") is proprietary, confidential and commercially valuable information ("Confidential Information");

WHEREAS, the Confidential Information qualifies as "trade secrets" as defined by Connecticut Law;

WHEREAS, AT&T would be harmed by the disclosure of the Confidential Information;

WHEREAS, AT&T is willing to provide the Confidential Information to the Siting Council subject to a protective order;

NOW, THEREFORE, it is hereby ordered that a protective order enter with respect to the Confidential Information and that the following is adopted for the protection of the Confidential Information:

1. The Confidential Information shall be governed by the terms of this Order.
2. The Confidential Information is proprietary, confidential and constitutes trade secrets.
3. The Confidential Information shall be given solely to the Siting Council and its staff and the Siting Council and its staff shall take all reasonable precautions to maintain the confidentiality of the Confidential Information.
4. The Confidential Information is subject to this Order and shall in no event be disclosed to any person or entity.

5. The Confidential Information shall be delivered in a sealed envelope to the Siting Council and marked as follows: "Confidential: Disclosure of the Contents is Bound by Protective Order Issued by the Siting Council."

6. Nothing herein shall be interpreted as a determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Any party seeking to change the terms of this Order shall do so by motion and serve all parties. No information protected by this Order shall be made public until the Siting Council rules on any such motion to change the terms of this Order.

7. The Siting Council and its staff shall not access, use or disclose the Confidential Information in any proceeding, nor make the Confidential Information available to any party, intervenor or interested individual or entity in any proceeding.

8. The Confidential Information shall remain confidential and proprietary after the conclusion of all proceedings in this docket.

9. All copies of the Confidential Information shall be returned to AT&T no later than thirty (30) days after the expiration of all appeal periods applicable to the final decision rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By: _____

Dated: _____, 2015

Market: New England
Cell Site Number: S1200
Cell Site Name: Monroe
Fixed Asset Number: 10577820

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Quarry Ridge Associates LLC, a Connecticut limited liability company, having a mailing address of 20 Founders Way, Monroe, CT 06468 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. Atlanta, GA, 30324 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, together with all rights and privileges arising in connection therewith, located at 30 Cobblers Hill Court, Monroe, in the County of Fairfield, State of Connecticut (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- I. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:
 - (i) "Ground Space" being that portion of the Property approximately 100 feet by 100 feet (10,000 square feet) in size and located within the Property as shown on Exhibit 1;
 - (ii) "Air Space" being the air space above the Ground Space; and
 - (iii) "Roadway" being a swath of land of the Property no less than 20 feet in width, to be designated by Landlord from time-to-time, that provides to the Tenant:
 - (a) Access: twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access from a public street to the Ground Space; and
 - (b) Utilities Path: a route by which Tenant can reasonably bring necessary public utilities, including access thereto, from a public road to the Ground Space.

Landlord shall designate the initial location of ROADWAY as shown on Exhibit 1 ("Initial Roadway"). During the Term of this Agreement, Landlord may re-designate the ROADWAY one time ("Re-Designated Roadway"). Landlord shall not re-designate the RE-DESIGNATED ROADWAY without 180 day prior written notice to Tenant. Landlord shall not require that the Tenant's Utilities Path be changed once they are installed.

All costs associated with the Initial Roadway and Utilities Path, including but not limited to clearing, installation of travel surface, conduit and drainage, shall be borne by Tenant. Tenant acknowledges that at some time in the future that the Landlord may develop the Property which may include a public road ("Public Roadway"). A portion of the Public Roadway may become part of the Re-Designated Roadway. Tenant shall not be responsible for any of the development costs of a Re-Designated Roadway, including that portion that may be a Public Roadway, or any of the development costs of any other infrastructure or utilities that may be developed by Landlord as a part of Landlord's future development of the Property. Notwithstanding any of the previous, the Tenant shall be responsible for its own costs to tie the Initial Roadway into the Public Roadway, if the Public

Roadway becomes part of a Re-Designated Roadway, by extending the Initial Roadway up to the Public Roadway where it would intersect the Public Roadway. Tenant shall provide gates at each intersection of the Public Roadway that intersects the Initial Roadway.

Ground Space (in the location shown on Exhibit 1) and Air Space together shall constitute the "Premises."

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items reasonably necessary to the successful and secure use of the Premises except that no tower, antennas or support structure shall exceed one hundred fifty (155') feet above grade level, unless approved by Landlord in accordance with the terms of this Agreement except that branches of the faux tree may extend as high as one hundred sixty two (162') feet above grade level (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"), except that no tower, antennas or support structure shall exceed one hundred fifty (155') feet above grade level, unless approved by Landlord in accordance with the terms of this Agreement except that branches of the faux tree may extend as high as one hundred sixty two (162') feet above grade level. Landlord, at its sole discretion shall have the option to permit an increase in height to one hundred seventy (170'). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use, excepting the aforementioned height limitations, other height limitations as described within this Agreement and that the type of tower (the "Tower") to be a monopine. The aforementioned height limitations, other height limitations further described within this Agreement, and/or the type of tower may only be modified with Landlord's written approval in accordance with the terms of this Agreement. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1, except that Landlord's written approval shall be required to exceed height limitations described throughout this Agreement and/or to change the type of tower. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sub-licensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the edge of the Property through the Initial Roadway to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Other than Tenant's Antennas and associated Equipment on the Tower, ice-bridge, structural support elements, electrical, grounding, telephonic, fiber and/or other utility lines, wires, cables or other connections, no improvements, alterations, upgrades or additions shall exceed fifteen (15) feet in height above grade level without Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed. In the event that Tenant requests Landlord's approval as mentioned above by sending Notice to Landlord, then if Tenant does not receive Landlord's denial of the request, or Landlord's proposal to modify said request, within thirty (30) days from date of Notice, then said request shall be deemed approved by Landlord. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees

to lease to Tenant up to 30,000 square feet of the Property contiguous with the Ground Space upon the same terms and conditions set forth herein, except that the [REDACTED] in conjunction with the lease of the Additional Premises by [REDACTED] Landlord to Tenant times the square footage of the Additional Premises. The then current rental rate charge shall be based on 10,000 square feet.

Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

Any request by Tenant for Additional Premises or an increase in the height of the support structure shall require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall send drawings to Landlord by Notice depicting Tenant's request for Additional Premises and/or increase in height of the support structure. If Tenant does not receive Landlord's denial of said request, or Landlord's proposal to modify said request, within thirty (30) days from date of Notice, then said request shall be deemed approved by Landlord.

3. TERM.

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions of the prior Term unless either party notifies the other in writing of its intention to not renew this Agreement, but that any such notice to not renew shall be delivered no sooner than twenty-four (24) months following the tenth (10th) year after commencement of construction. Within forty-five (45) days after the commencement of construction, a notice shall be sent to the Landlord by Tenant that shall state the date of the commencement of construction.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least twenty-four (24) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

(a) Commencing on either (a) the first day of the month following the date that Tenant commences construction or (b) the first day of the twenty-fifth month following the date of this Agreement, whichever first occurs (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar [REDACTED], at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date. Tenant shall pay a [REDACTED] of any payment received by the Landlord more than fifteen (15) days after the date it is due.

(b) In year one (1) of each Extension Term, the monthly Rent [REDACTED] paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to

monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain within twenty-four (24) months of the date of this Agreement all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals, all at the sole cost and expense of the Tenant. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right within twenty-four (24) months of the date of this Agreement to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may within twenty-four (24) months of the date of this Agreement also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

(d) TENANT agrees to make prompt application(s) for such all necessary approvals and to pursue said application(s) with diligence. If having done so, TENANT is unable to obtain such approvals to its sole satisfaction and/or if Tenant is unsatisfied with the title report, or the results of its surveys, borings or other tests and if TENANT so notifies LANDLORD or LANDLORD's attorney, William J. Fitzpatrick III, 1150 Post Road, Fairfield, CT, in writing, at or before 5:00 p.m., on the last day of the twenty-fourth month following the date of this Agreement, then this Agreement shall be null and void. If LANDLORD's attorney does not receive such written notice at or before 5:00 p.m. on said date, this Agreement shall remain in full force and effect, and, notwithstanding any other provision of this Agreement, the first day of the twenty-fifth month following the date of this Agreement shall be the Rent Commencement Date, as set forth in Paragraph 4(a) hereinabove.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party upon thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant at any time prior to commencement of construction activities by Tenant, upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant at any time prior to commencement of construction activities by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant, upon written notice to Landlord, for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by either party, if after the commencement of construction, for any reason or no reason, but only after the twelfth (12th) year following commencement of construction, and providing that the party seeking to terminate delivers to the other party a prior written notice to terminate no less than twenty-four (24) months prior to the proposed termination date.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to [REDACTED] per occurrence and [REDACTED] based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

(c) Lessor agrees that the requirement can be satisfied by a self-insured or large deductible program of insurance, provided that, at all times Lessee uses a self-insured or large deductible program: (a) Lessee is an Affiliate of AT&T Inc.; (b) Lessee is part of the self-insurance or large deductible program maintained by AT&T Inc.; (c) such self-insurance or large deductible program includes a reasonable claims procedures, reasonable retention and appropriate loss reserves which are actuarially derived in accordance with the then-accepted standards of the insurance industry and accrued or otherwise funded and which is fully administered and monitored by professional insurance personnel retained or employed by Lessee; (d) such self-insured or large deductible program does not cause a default under any loan, debt, bank or similar facility or agreement of Lessee or of AT&T Inc.; and

(e) [REDACTED] The term "self-insured or large deductible program" shall mean that Lessee has agreed to act in all respects as (and to be fully liable and responsible as) the insurance company that would otherwise be providing the insurance Lessee is required to have in effect pursuant to the terms of this Agreement. Without limiting the generality of the foregoing, it is agreed that the rights and remedies of Lessor, if Lessee elects to utilize a self-insured or large deductible program, shall be not less than the rights and remedies such parties would have in the event Lessee had effectuated the insurance otherwise required hereunder.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility,

the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) proximately caused by the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) proximately caused by the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. **ENVIRONMENTAL.**

(a) To the best of its knowledge and belief, and to the best knowledge of its Member, Landlord represents and warrants, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Landlord will take no action to deny Tenant and its employees, agents, and subcontractors, twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Initial Roadway or any Re-Designated Roadway, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility in the Ground Space and Air Space and any utilities serving the Premises. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant [REDACTED] per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. **REMOVAL/RESTORATION.**

Within 120 days of the end of the Term or other termination of this Agreement or Tenant's tenancy or occupation of the Premises, Tenant shall remove all above ground elements of the Communications Facility, including but not limited to, all above grade level improvements, equipment and structures, together with any non-plant, non-gravel material or item brought to, erected upon, installed to or otherwise present above grade level on the Property as a result of, arising out of, or as a consequence of Tenant's use of the Property. If Tenant fails to remove any of the foregoing, Tenant shall (a) hold Landlord harmless and indemnify it for all its costs and fees (including attorneys' fees to enforce this paragraph) necessary to removal, (b) relinquish all right, title and interest in and to such improvements, equipment, structures, materials, and items. Tenant will repair any damage to the Property resulting from Tenant's removal activities.

Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Tenant will maintain and repair the Initial Roadway and Re-Designated Roadway, if any, other than that part of a Re-Designated Roadway that may be Public Roadway, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Tenant will be responsible for maintenance of landscaping on the Premises if any landscaping is installed and required to be maintained by Tenant as a condition of governmental approval of this Agreement, or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over such limited part or parts of the Property as are necessary, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company. Tenant agrees to cause all utility access to run through the Initial Roadway unless such utility location access is not reasonably feasible.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent (other than the first payment of Rent which shall be considered late if not paid after forty-five (45) days after the Rent Commencement Date) remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure,

however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant shall not have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent, which consent will not be unreasonably withheld, conditioned or delayed. Upon Landlord's consent of any such assignment, Tenant shall be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Notwithstanding anything to the contrary in this Agreement, Tenant shall have the right to assign, sell or transfer its interest under this Agreement without approval or consent of the Landlord, to Tenant's Affiliate or to any entity which acquires all or substantially all of the Tenant'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. If Tenant subleases space on the Premises, Tenant agrees to

_____ , or _____
whichever is more, except that no rent shall be required to be paid by Tenant to Landlord for any municipal use of the Communications Facility that the Tenant may allow without requiring a monthly rental payment from any such municipal user

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: S1200; Re: Cell Site Name: Monroe (CT)
Re: FA Number 10577820
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department- Network
Re: Cell Site #: S1200; Re: Cell Site Name: Monroe (CT)
Re: FA Number 10577820
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: David Bienashski
20 Founders Way
Monroe, CT 06468

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any increase in Landlord's taxes and assessments on the Property directly attributable to this Agreement including, but not limited to (a) any tax or assessment levied upon Tenant's leasehold improvements on the Premises and (b) any increase in tax or assessment based on the Tenant's rental payments and/or obligation to the Landlord. Nothing herein shall require Tenant to pay any taxes other than real estate taxes and assessments associated with the Property on which

the Tenant's leasehold is demised. Tenant shall not be responsible to pay other type of Landlord's taxes including taxes on Landlord's income, and/or inheritance, franchise, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature that is or may be imposed upon Landlord. Tenant's obligation to pay that portion of real property taxes attributable to its leasehold improvements and its leasehold income stream will continue from year-to-year throughout the term of this Agreement and, thereafter until Tenant has completed its obligations under Paragraph 13 hereof.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, or an increase in the aforementioned based on the income stream from Tenant to Landlord, or any other reason that Landlord reasonably believes will result in tax payments or tax payment increases by the Tenant, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than sixty (60) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than sixty (60) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(d) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following tax-address below. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax-address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax-address to the taxing authority or authorities.

(f) Any tax payments due by Tenant that remain unpaid thirty (30) days or more after the due date shall be subject to a penalty due Landlord [REDACTED] for the amount of time from its due date until paid.

Tenant's tax-address: New Cingular Wireless PCS, LLC
Attr: Network Real Estate Administration -- Taxes
Re: Site#: S1200; Site Name: Monroe (CT)
Fixed Asset No: 10577820
5405 Windward Parkway
Alpharetta, GA 30004

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void.

Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. Notwithstanding any other provision of this Lease Agreement, Tenant acknowledges:

- (a) Landlord's intention to subdivide the Property; and
- (b) Landlord's right to alter, move and/or re-designate the location of the Roadway as is further described within this Agreement.

25 MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 25b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement

or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Quarry Ridge Associates LLC,
a Connecticut limited liability company

By: 

Print Name: David Biewerski

Its: managing member

Date: 6/12/13

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: Eric Schneider

Its: Area Manager

Date: 6/20/13

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of Connecticut
County of Hartford

On this the 20th day of June, 2013, before me personally appeared the undersigned officer, Eric E. Schneider, who acknowledged himself to be the Real Estate and Construction Manager of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Real Estate and Construction Manager of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC.

In witness whereof I hereunto set my hand.

Hollis M. Redding
Notary Public
Print Name: HOLLIS M. Redding
My Commission Expires: 9/30/17

LANDLORD ACKNOWLEDGMENT

State of Florida
County of Collier

On this the 12th day of JUNE, 2013, before me personally appeared the undersigned officer or member, DAVID BIENASHER, who acknowledged himself to be the LANDLORD of Quarry Ridge Associates LLC, a (member managed or manager managed) limited liability company, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its MANAGING MEMBER.

In witness whereof I hereunto set my hand.

Scott H. Reed
Notary Public
Print Name: Scott H. Reed
My Commission Expires: Oct. 3 2014

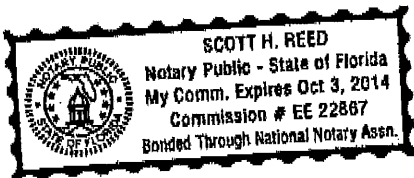


EXHIBIT 1

DESCRIPTION OF PREMISES

to the Lease Agreement dated June 20, 2013, by and between Quarry Ridge Associates LLC, a Connecticut limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

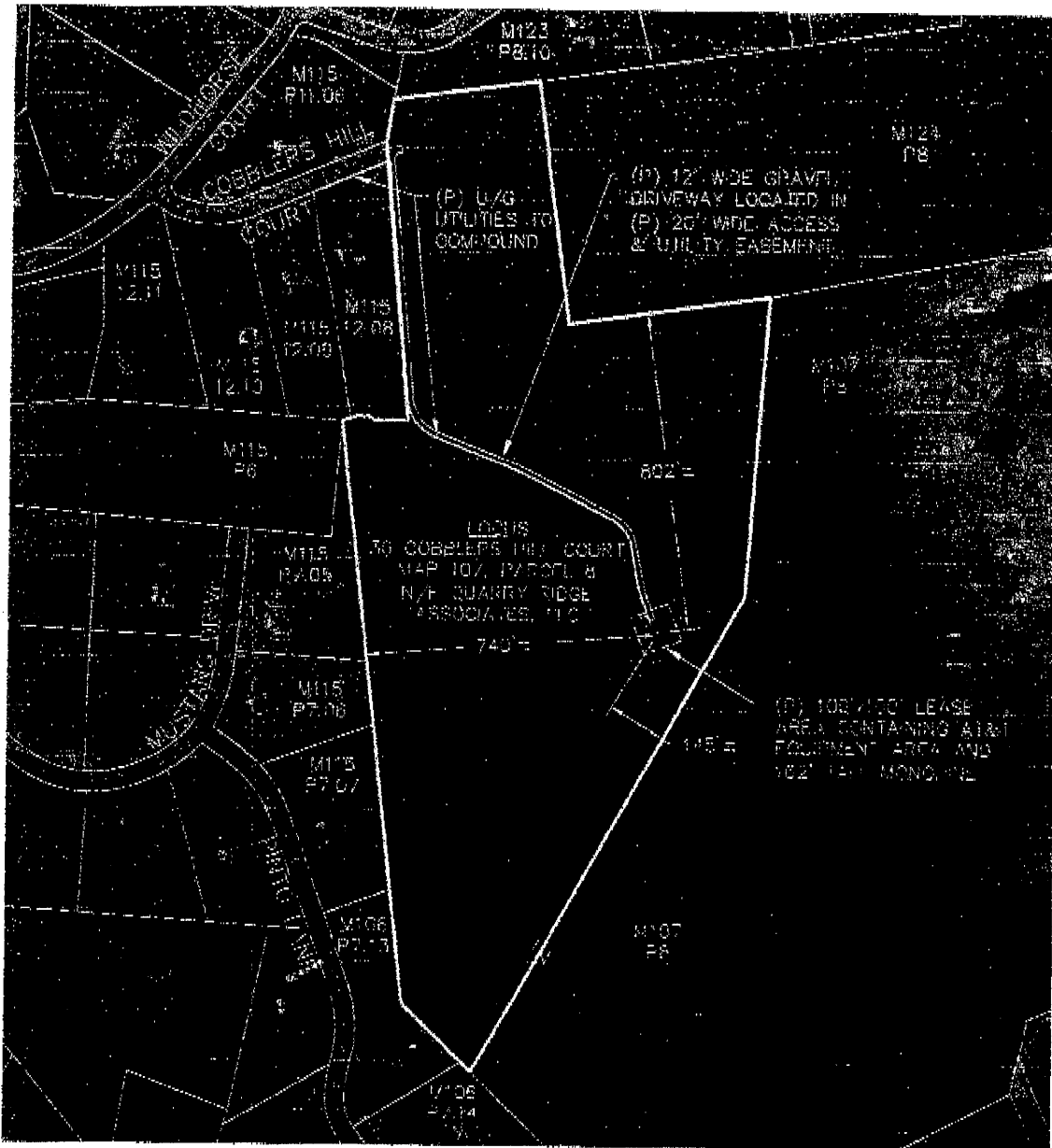
Map 107-Block 008-Lot 02

The Premises are described and/or depicted as follows:

SEE LEASE EXHIBIT DRAWINGS LE-1, LE-2 & LE-3 DATED JUNE 5, 2013 ATTACHED

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



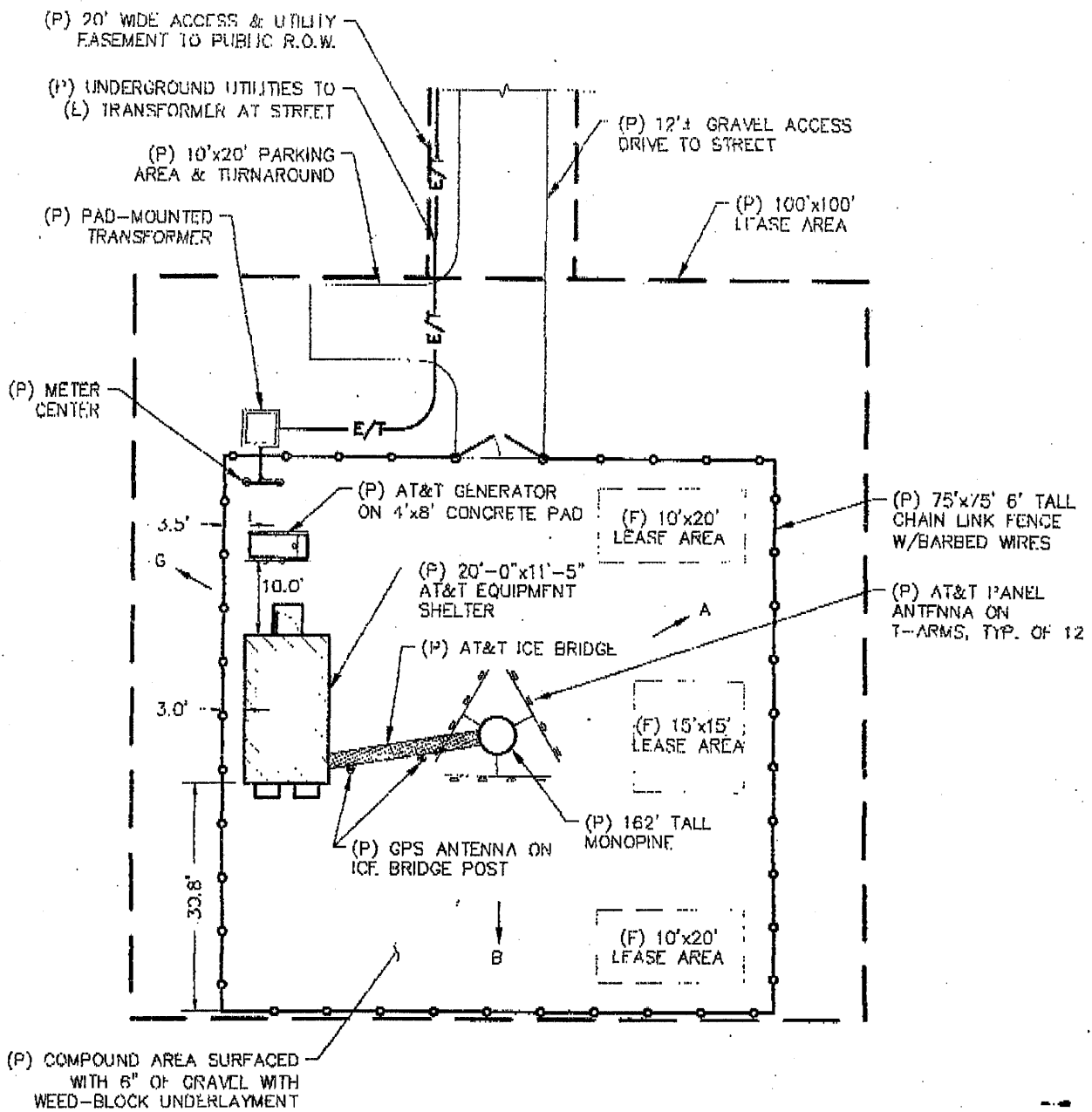
PLOT PLAN

SCALE: 1"=400'



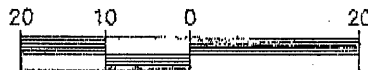
NOTE: ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY A&T RF & STRUCTURAL ENGINEERS

ProTerra DESIGN GROUP, LLC <small>1 Short Street Suite 3 Northampton, MA 01060 Ph: (413)320-4918 Fax: (413)320-4917</small>	LEASE EXHIBIT		 <small>NEW CIRCULAR WIRELESS POS, LLC 550 COCHITUATE ROAD FRAMINGHAM, MA 01701</small>	 <small>27 Northwestern Drive Salem, NH 03079</small>
	SITE NUMBER: S1200 SITE NAME: MONROE CT ADDRESS: 30 COBBLERS HILL COURT MONROE, CT 06168	JOB NO.: 13-014		



COMPOUND PLAN

SCALE: 1"=20'



ProTerra
DESIGN GROUP, LLC

1 Short Street
Suite 3
Northampton, MA 01060
Ph: (413) 320-4918
Fax: (413) 320-4917

LEASE EXHIBIT

SITE NUMBER: S1200
SITE NAME: MONROE CT
ADDRESS: 30 COBBLERS HILL COURT
MONROE, CT 06468

JOB NO.: 13-014 REVISION: 3



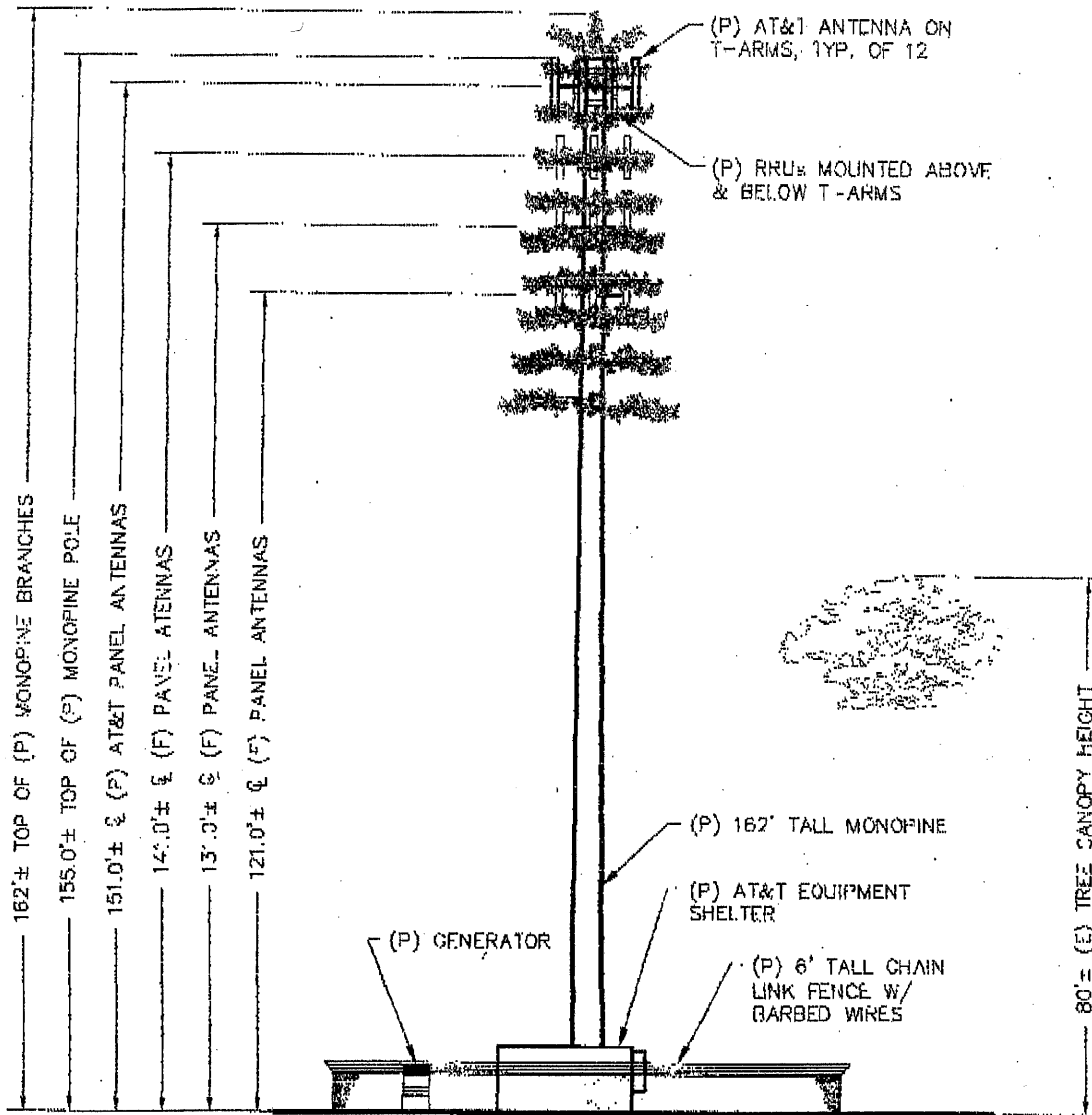
NEW CINGULAR
WIRELESS PCS, LLC
550 COCHITUATE ROAD
FRAMINGHAM, MA 01701

DATE: 6/05/13



27 Northwestern Drive
Salom, NH 03079

SHEET: LE-2



WEST ELEVATION

SCALE: 1"=75'



ProTerra
DESIGN GROUP, LLC

1 Short Street
Suite 3
Northampton, MA 01061
Ph: (413) 320-4918
Fax: (413) 320-4917

LEASE EXHIBIT

SITE NUMBER: S1200
SITE NAME: MONROE CT
ADDRESS: 30 COBBLEERS HILL COURT
MONROE, CT 06468

JOB NO.: 13-014 REVISION: 3



NEW CINGULAR
WIRELESS PCS, LLC
550 COCHITUAT ROAD
FRAMINGHAM, MA 01701

DATE: 6/05/13



27 Northwestern Drive
Salem, NH 03079

SHEET: LE-3