

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  
FACILITY AT 106 SHARON ROAD, TOWN OF  
SALISBURY, CONNECTICUT

DOCKET NO. 501

April 29, 2021

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE  
OF THE EXACT MONTHLY RENT IN THE LEASE AGREEMENT BETWEEN  
NEW CINGULAR WIRELESS PCS LLC 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 Wake Robin, 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, are 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 to the Executive Director as a password protected electronic document 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.



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Kristen Motel, Esq  
Lucia Chiocchio, Esq.  
Cuddy & Feder LLP  
Attorneys for the Applicants

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SALISBURY, CONNECTICUT

DOCKET NO. 501

April \_\_, 2021

**PROTECTIVE ORDER**

WHEREAS, the financial provisions in the lease agreements between Wake Robin, LLC (the "Landlord") and New Cingular Wireless PCS, LLC ("AT&T") (the "Tenant") 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 provided to the Siting Council as a password protected electronic document.

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: \_\_\_\_\_, 2021

CERTIFICATE OF SERVICE

I hereby certify that on this day, an electronic copy of the foregoing was sent to the Connecticut Siting Council.

Dated: April 29, 20221



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Kristen Motel, Esq.

cc: Brian Leyden, AT&T  
Harry Carey, AT&T  
Lucia Chiochio, Esq.



STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF NEW CINGULAR WIRELESS PCS,  
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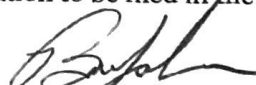
DOCKET NO. 501

April 19, 2021


**AFFIDAVIT**

Brain Leyden, being duly sworn, deposes and states that:

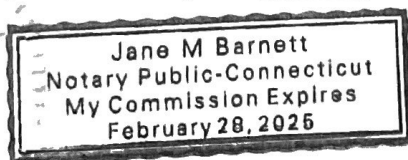
1. I am over the age of eighteen and understand the obligations of making a statement under oath.
2. I am the Area Manager for New Cingular Wireless PCS, LLC ("AT&T") a Delaware limited liability company with offices at 84 Deerfield Lane, Meriden, CT 06450.
3. I submit this affidavit in support of the Motion for Protective Order as it relates to the disclosure of the exact monthly rent in AT&T's lease agreement with Wake Robin, LLC ("Landlord") for property located on 106 Sharon Road, Lakeville, Connecticut (the "Confidential Information").
4. AT&T considers the Confidential Information highly confidential and commercially valuable information.
5. To the best of my knowledge, AT&T has used commercially reasonable efforts to maintain the Confidential Information as secret to avoid potential harm that may result if the information were to become publicly available. To the best of my knowledge, this information has not been previously disclosed or released to the public.
6. I have been advised by AT&T's legal counsel that neither federal or Connecticut statutes require the confidential portion of this information to be filed in the public record.

  
\_\_\_\_\_  
Brian Leyden  
Area Manager  
New Cingular Wireless PCS, LLC

Sworn to before me  
This 23<sup>rd</sup> day of April 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL**

**EXHIBIT 1**

**DOCKET NO. 501  
NEW CINGULAR WIRELESS PCS, LLC ("AT&T")**

**NONDISCLOSURE AGREEMENT**

New Cingular Wireless PCS, LLC ("AT&T") agrees to make available to \_\_\_\_\_ ("Recipient") confidential and proprietary information filed in Connecticut Siting Council Docket No. 501 ("Confidential Information") subject to restrictions stated herein:

1. Any information provided to Recipient and labeled "Confidential Information" by AT&T shall be Confidential Information subject to this Nondisclosure Agreement.
2. The Confidential Information is received by Recipient in confidence.
3. The Confidential Information shall not be used or disclosed by the Recipient except in accordance with the terms contained herein and in the Company's Motion for Protective Order in Docket No. 501.
4. Only individuals, and not entities, may be Recipients of Confidential Information under this paragraph. The Recipient must be an attorney or independent expert witness for a party or intervenor in this proceeding. The Recipient acknowledges that disclosure of confidential or proprietary information of AT&T could adversely affect AT&T. By executing this Nondisclosure Agreement, each Recipient certifies that he/she meets the requirements of this paragraph.
5. The following conditions shall apply to each Recipient:
  - a. Each Recipient shall receive one (1) numbered, controlled copy of the Confidential Information. The Recipient shall not make any copies thereof or provide the Confidential Information to any individual or entity.
  - b. The Recipient shall maintain a log of all persons granted access to the Confidential Information.
  - c. The Recipient, by signing this Nondisclosure Agreement acknowledges that he/she may not in any manner disclose the Confidential Information to any person, and that he/she may not use the Confidential Information for the benefit of any person except in this Council proceeding and in accordance with the terms of this Protective Order.

- d. The Recipient acknowledges that any violation of this Nondisclosure Agreement may subject the Recipient to civil actions for violation hereof. Additionally, any Recipient who is an attorney acknowledges his/her ethical obligations under the Rules of Professional Conduct to abide by this Nondisclosure Agreement and to handle properly confidential information that is subject to a protective order.
- e. Within thirty (30) days of the final decision in this Proceeding, Recipient shall return the Confidential Information to AT&T.

RECIPIENT:

By:\_\_\_\_\_

Date:\_\_\_\_\_

Market: Northeast  
Cell Site Number: CT2246  
Cell Site Name: Lakeville Sharon Road  
Fixed Asset Number: [REDACTED]

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Wake Robin, LLC, a Connecticut limited liability company, having a mailing address of 106 Sharon Road, Lakeville, Connecticut, 06039 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**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 106 Sharon Road, Lakeville, Connecticut, in the County of Litchfield, 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:

#### **1. OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 (100' X 100') square feet including the air space above such ground space, as described on attached **Exhibit 1** and depicted on **Exhibit 2** (the "**Premises**"), in its present, "as is" condition, for the placement of Tenant's Communication Facility.

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Premises (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion and expense for its Permitted Use of the Premises and include, without limitation, applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits for Tenant's Work (defined below); provided, however that no such applications, permits or approvals shall materially and adversely (as reasonably determined by Landlord, but Landlord agrees that the proposed Permitted Use does not adversely affect the Property if operated in accordance with the terms and conditions hereof) affect the zoning or other land use regulations, use or development with respect to the Property other than the Premises, and no such applications shall materially and adversely (as reasonably determined by Landlord,) affect the Premises or the Property if the Tenant does not exercise the Option granted herein, without the Landlord's prior written consent prior to making such application, which consent shall not be unreasonably withheld, conditioned, or delayed (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities (but not install them until after the Term Commencement Date), and otherwise to do those things on the Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at

Tenant's expense, subject to the terms and conditions hereof. Notwithstanding anything to the contrary herein, Tenant shall be responsible during the Option Term to obtain any consent or agreement of any third party including any utility provider, parties to any existing easements or recorded documents, and the owners of the property adjacent to the Property (Shown as Parcel Map 47 Lot 9 on the Plans), to conduct the Tenant's Work, including providing temporary access to the public road for such adjacent property owners which use the Property driveway as their sole means of ingress and egress. Any agreement or consent relating to the Property shall be subject to Landlord's reasonable approval prior to execution. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection; except to the extent of the negligence or willful misconduct of Tenant, its employees, consultants, contractors and agents. Tenant will promptly restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. All testing shall be conducted in accordance with all applicable Planning and Zoning Commission regulations and all applicable Conservation Commission regulations of the Town of Salisbury, Connecticut and with all applicable environmental laws and regulations of the Connecticut Department of Energy and Environmental Protection and the United States Environmental Protection Agency that directly relate to the Communication Facility and Premises. Tenant shall use commercially reasonable efforts to keep Landlord reasonably apprised of all hearings, meetings, correspondence related to the Government Approvals, shall provide Landlord with copies of all applications and submittals related to such Governmental Approvals (except for those requiring Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed); and shall keep Landlord reasonably apprised of all significant developments related to such Governmental Approvals. Any plans or specifications for work outside of the Premises shall require Landlord's written reasonable approval, which approval shall not be unreasonably withheld, conditioned, or delayed, prior to submission for any Governmental Approvals. The location of the Access and Utility Lines shall be as shown on **Exhibit 2**. Prior to any invasive testing, Tenant shall provide Landlord with reasonable prior written notice, the scope and location of such testing, and shall provide Landlord with certificates of reasonably adequate insurance, naming Landlord as an additional insured, from any contractors or other parties conducting any invasive testing.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the [REDACTED] within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord, and provided that Tenant has been exercising reasonable diligence in pursuing Governmental Approvals, and the payment of an additional [REDACTED] and written notice of the exercise of such Renewal Option Term no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred (by sublease, transfer or otherwise) at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant, upon written notice to Landlord, together with the document evidencing such sale, assignment or transfer, or to any third party agreeing to be subject to the terms hereof; provided, however, the Tenant must be in material compliance with all of the terms and conditions of this Agreement. If Tenant shall be in violation of any of said terms or conditions, this right to assign will be suspended, until such time as Tenant cures such defaults hereunder. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed, if the proposed assignee has comparable net worth, experience and liquidity to that of the Tenant as of the date hereof. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party approved by Landlord agreeing to be subject to the terms hereof, Tenant shall

immediately be released from any and all liability under this Agreement arising from and after such sale, assignment or transfer, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining property (the "**Surrounding Property**") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property which would impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable after such subdivision, sale or change. The restrictions set forth in this subsection (f) shall not apply to any holder of a fee mortgage on any Surrounding Property, or its successor-in-interest, to the extent such party acquires title to any Surrounding Property by foreclosure or otherwise.

## **2. PERMITTED USE.**

(a) 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, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises, all of the foregoing, solely as depicted on **Exhibit 2** attached hereto and incorporated herein by reference, and in other plans and specifications approved by Landlord (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Premises on the terms and conditions of Section 1 hereof. 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 of law, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, "**Permitted Use**"); provided, however, that any replacement, relocation or enlargement any portion of the Communication Facility for the foregoing reasons shall be conditioned on the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

Tenant shall provide Landlord with thirty (30) days prior written notice of the commencement of construction (or removal) of Tenant's Work on the Property and/or the Premises (which shall occur after the Term Commencement Date), and once such construction (or removal) has begun, Tenant shall diligently pursue completion as soon as practicable. Notwithstanding the foregoing, consent to any enlargement of the Communication Facility which would result in such facility being visible to the buildings or grounds of the inn or other operations on the Property may be withheld in Landlord's sole discretion. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its tenants and subtenants, licensees and sublicensees the right to use such portions of Landlord's Property as shown as "Gravel Driveway" or "Utility Line", or "Staging Area" or "Limits of Work Plan" on **Exhibit 2** as may reasonably be required during construction and installation of the Utility

Lines, the replacement of the driveway on the Property, removal of the overhead utility lines, and installation of all work shown on **Exhibit 2** including the Communication Facility, and the Gravel Driveway (collectively, "**Tenant's Work**"). Tenant shall not interfere with the use and enjoyment of the remainder of the Property, and no construction shall occur before 8 AM or after 5 PM, or on Saturdays, Sundays or holidays and which construction and installation will not emit noise, odor, dust or debris which materially adversely affects the operation of the Landlord's Property including the inn. Construction shall occur after November 1 and before April 30<sup>th</sup>, time being of the essence, unless specifically authorized by Landlord in writing, due to Landlord's bookings of the Property between May 1 and November 1 of any calendar year. 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 Property's main entry point, as shown on the Plans approved by Landlord, 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 within the Premises to secure the Premises at Tenant's expense. Tenant agrees to replace the driveway on the Property, remove overhead utility lines and install the Utility Lines, including without limitation connection of the two primary buildings on the Property to such underground utility lines, including telephone, internet, Direct TV, cable and electricity, and to perform all the Tenant's Work on the Property, so that such buildings are fully operational in at least the capacity and quality as presently exists. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement with the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed if Landlord determines that the operation of the Property is not adversely affected. Upon the review of Plans (as defined below), Landlord's consent will be provided by the execution of a consent letter and the timeframes set forth in Section 2(b) regarding Landlord's approval are applicable. To the extent feasible and except in an emergency, construction associated with routine maintenance, repairs, replacements and upgrades shall occur between November 1<sup>st</sup> and April 30<sup>th</sup> due to Landlord's bookings of the Property between May 1<sup>st</sup> and October 31<sup>st</sup> of any calendar year, but under no circumstances shall such work interfere with Landlord's use of the property between May 1<sup>st</sup> and October 31<sup>st</sup> of any year. Tenant will be allowed to make such alterations to the Premises in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Prior to the initial installation of Tenant's Work, Tenant will supply Landlord with plans and specifications ("Plans") to be reviewed and approved by Landlord prior to commencement of removal or construction, including fencing and landscaping in the Premises and on the Property along the driveway and otherwise where Tenant's Work disturbed what presently exists, and with respect to the Tenant's Work. Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as **Exhibit 3**. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to Landlord for review or ii) terminate this Agreement without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request after termination of this Agreement. Tenant maintains the right to perform routine maintenance,

repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance (including size) of Tenant's Communication Facility are made.

(c) Tenant's Communication Facility shall be erected and maintained in accordance with the applicable requirements and specifications of all laws and codes, all governmental agencies, or any amendments or revisions thereto, and in compliance with any rules, orders, licenses or approvals now in effect or that hereafter may be issued by the Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA") and all other federal, state and/or local governmental agencies. Notwithstanding anything to the contrary herein, only FCC-licensed users can operate on or from the Communication Facility. It is the Tenant's responsibility to know and conform to these laws or regulations, and any permits or approvals. Tenant will provide Landlord with a copy of its license for the operation of the Communication Facility located or to be located at the Premises, subject to the confidentiality provisions of Section 26(o) hereof, and Tenant shall file timely awards of any and all permits and approvals related to the Premises.

(d) Subject to the provisions of Section 26(o) hereof, Tenant promptly shall submit to Landlord copies of all public environmental evaluations, data and site assessments with respect to the Premises, including, but not limited to, all information, reports, disclosures and environmental assessments prepared and/or filed with the FCC, FAA and/or other federal, state and/or local governmental body for the radio frequency exposure limits (the "RF Exposure Limits") promulgated under 47 C.F.R. sec.1.1307, et seq. (1997), as amended from time to time ("RF Emission Regulations") for all Tenant's equipment located at the Premises, and all non-public evaluations, data and site assessments upon written request of Landlord. Tenant, in the conduct of its activities in at or with respect permitted hereunder, shall be responsible for complying with all laws related to RF Emissions and providing copies of any public records thereof to Landlord, subject to the provisions of Section 26 (o) hereof, regarding same. Subject to Landlord's execution of a confidentiality agreement regarding same Tenant hereby agrees, consents and authorizes that Landlord may furnish copies of all such public environmental evaluations, data, site assessments, information, disclosures and reports submitted to the FCC, FAA or to any other governmental agency to the Landlord, and all other tenants, subtenants, mortgage lenders, purchasers of the Property. In addition, subject to the provisions of Section 26 (o) hereof regarding same, Tenant shall provide, upon request of Landlord, copies of any non-public environmental evaluations, data, site assessments, information, disclosures and reports submitted to any governmental agency related to the Property, provided that all such documents are provided without warranty or guaranty of any kind. Tenant hereby agrees that Landlord may restrict access to the Premises by third parties by using any reasonable means necessary in order for the Premises to comply with the FCC applicable guidelines for exposure to RF transmission levels, Tenant further agrees to comply with any and all such reasonable restrictions and enact such measures as may be requested by the applicable governmental authority in order to ensure compliance with said RF Emission Regulations and guidelines.

### 3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, which effective date is not later than the earlier of (i) last day of the Option Period; or (ii) the commencement of construction of the Communication Facility. (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement 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



unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Tenant has no right to retain use of the Premises or any part thereof beyond the Removal Period, as hereinafter defined. Any holding over by Tenant beyond such termination date shall not constitute a renewal or extension of this Agreement. Tenant will become a Tenant on a month-to-month basis upon all the terms, covenants and conditions of this Agreement except those pertaining to the Term and, during any such month-to-month license, Tenant will pay to Landlord a monthly rent in advance at [REDACTED] provided herein as effective during the last month of the Term, until such time that Tenant's equipment is removed from the Premises as required herein, prorated for any partial months.

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

4. **RENT.**

(a) Commencing on the first day of the Term Commencement Date (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month thereafter in advance [REDACTED] the "Rent"), 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.

(b) Commencing with the first month after the first anniversary of the Rent Commencement Date, and for each year of Extension Term, the monthly Rent will increase by [REDACTED] [REDACTED] paid during the previous year.

(c) All charges payable to Landlord 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, to the extent known to Landlord, or which reasonably could have been known; 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.** Subject to the terms and conditions of Section 1 hereof:

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all 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.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Premises surveyed by a surveyor of its choice.

(c) Tenant may 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 Premises, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

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

(a) by either party on 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 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 or delay in obtaining or retaining the same is commercially unreasonable;

(c) 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, prior to thirty (30) days after the date hereof;

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

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a [REDACTED] at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

**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 [REDACTED] general aggregate, 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, so long as AT&T, Inc. is the parent company of Tenant, 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 Landlord's receipt of written 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, which consent shall not be unreasonably withheld, conditioned or delayed; and

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

## **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, known to Landlord. Tenant warrants that its use of the Premises will not materially and interfere with those existing radio frequency uses on the Property or any telecommunication devices or services or internet service available to the Property after the date hereof, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event Tenant's transmission or reception is delayed, defective, or interrupted, for any reason whatsoever, Tenant hereby waives all right to any damages by reason thereof, except if such damage is caused by the willful misconduct and gross negligence of the Landlord in which case the Landlord shall be responsible for damages arising from such willful misconduct and gross negligence, but in no event shall such damages exceed one year's rent due hereunder. In the event Tenant's Communication Facility causes interference with the Landlord's telecommunication or other equipment, or interferes with the operation of the Property or any guest of the Property, and after Landlord has notified Tenant in writing of such interference, Tenant will immediately cease and desist operating such equipment causing the interference shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. Notwithstanding anything to the contrary herein, if the Tenant's operation of its Communications Facility interferes with Landlord's operation of the remainder of the Property as an inn and event facility, utilizing the then most current technology, then Landlord may terminate this Agreement upon written notice to Tenant, unless Tenant cures or removes such interference within thirty (30) days after such written notice.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may materially and 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 which could reasonably be expected to materially and adversely affect or interfere with the Communication Facility.

(c) Landlord will not, nor will Landlord permit its employees, tenants, Tenants, invitees, agents or independent contractors to, materially adversely interfere in any way with the Communication

Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will use commercially reasonable efforts to cause such interference to cease within twenty-four (24) business 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 Landlord's 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 any Surrounding Property that causes material, adverse 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, its members, managers, employees, affiliates, independent contractors and agents harmless from and against any and all injury, loss, damage (but not consequential or punitive damages) or liability (or any claims in respect of the foregoing), reasonable costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Tenant's Work 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, its members, managers, employees, affiliates, independent contractors and agents harmless from and against any and all injury, loss, damage (but not consequential or punitive damages) or liability (or any claims in respect of the foregoing), reasonable costs or expenses (including reasonable attorneys' fees and court costs) arising directly from 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 legal lots in fee simple, or controls the Property by lease or license; (ii) except for any matters of record which Tenant reviews as part of its preliminary due diligence during the Option Period, the

Property 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 except for any matters of record as of the Effective Date; (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 use commercially reasonable efforts, at Tenant's sole cost and expense, provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such present or future security interest, no later than 180 days after the execution of the Agreement in substantially the form attached as **Exhibit 10(b)**. Notwithstanding the foregoing, this Agreement and all of the rights of Tenant hereunder are and shall be subordinate to the lien of any mortgage which may now or hereafter affect the Premises, the Property and any improvements thereon and to all renewals, modifications, consolidations, replacements and extensions thereof and to any and all advances now or hereafter made thereunder, provided, however, as a condition precedent to Tenant being required to subordinate its interest in this Agreement to any future mortgage covering the Property, Landlord shall use commercially reasonable efforts, at Tenant's sole cost and expense, to obtain for Tenant's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to Tenant and to Landlord's mortgage lender(s), and shall recognize Tenant's right to remain in occupancy of and have access to the Premises as long as Tenant is not in default of this Agreement beyond applicable notice and cure periods.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, to the Landlord's actual knowledge, information and belief Agreement during its period of ownership, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint in violation of applicable law, and (ii) the Premises 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 Premises.

(b) Tenant shall cause all of its subtenants, Tenants, employees, agents, guests, contractors, subcontractors, invitees, and all other persons Tenant permits or requests to go upon the Property or Premises, or who go upon the Premises for the purpose of Communication Facility installations or maintenance or repair of the equipment or devices (all of whom except Tenant are referred to as "Tenant's Agents") to: (i) use all safety equipment as is reasonably required when performing work on or about the Premises, including without limitation, the tower, and (ii) comply with all applicable safety regulations when in or about the Premises required by law or which are reasonable under the circumstances. Tenant shall cause each of Tenant's Agents to maintain such liability and workers' compensation insurance as required to be maintained by Tenant, naming Landlord and those entities required to be named by Landlord as additional insureds and to provide Landlord with certificates of insurance evidencing the maintenance of such required insurance as well as evidence of payment of the premium for such insurance prior to entry upon the Property. Tenant represents and warrants that Tenant's equipment and devices contain will no hazardous materials or substances, however defined,

in violation of applicable environmental laws. Tenant shall not bring any Hazardous Materials onto the Premises or the Property.

(c) Landlord and Tenant agree to defend, 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 defend, 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 Landlord during the Term or on behalf of Landlord, including if the Property is deemed to be an "establishment" under Connecticut law (other than by virtue of Tenant's use or operation hereunder). Tenant agrees to defend, 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 or on behalf of Tenant, including if the Property is deemed to be an "establishment" under Connecticut law.

(d) 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.

(e) In the event Tenant becomes aware of any hazardous substances 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 other 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.

(f) In the event the Premises fail, or would fail by the addition or modification of Tenant's Equipment at the Premises to comply with the RF Exposure Limits at any time during the Term of this Agreement, Tenant shall cooperate and take commercially reasonable steps in good faith to the extent reasonably required by Landlord and as required by any and all applicable law, regulations, ordinances, guidelines, etc. to bring the Premises into compliance, including preparation and filing of any required environmental assessments and modifications of its equipment. Notwithstanding the foregoing, however, if compliance cannot be established within thirty (30) days after notice from Landlord, then Landlord may require the Tenant to stop transmitting at the Premises until a solution is found or to remove or modify Tenant's equipment.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises in the location shown on **Exhibit 2** as "Access" or otherwise. Tenant shall construct, maintain and keep in good repair the "Gravel Driveway" shown on **Exhibit 2**, including snow plowing, and the "Riprap Drainage Swale" and "Drainage Plunge

Pool" and other Tenant's Work as shown on **Exhibit 2**. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant a license for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. 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 reasonable letters during the Term. If Landlord fails to provide the Access granted by this Section 12, other than temporarily, and such failure continues for a period of fifteen (15) days after Landlord's receipt of written notice thereof, such failure shall be a default under this Agreement. To the extent required for Tenant's Access, Tenant will provide maintenance of the Access with respect to plowing or other means of maintenance limited to Tenant's need to gain entrance to the Premises only and the Gravel Driveway. Nothing contained herein requires Tenant to provide regular maintenance to the Access, except the Gravel Driveway. Tenant will use commercially reasonable efforts in exercising its Access rights to prevent interference with the operation of the Property.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Premises by Tenant will be and remain Tenant's personal property and, at Tenant's or Landlord's option, will be removed by Tenant at any time during or within 120 days after the Term (the "**Removal Period**"), except that until such Communication Facility is removed, all the terms and conditions as set forth in this Lease, including payment of Rent, shall remain in full force and effect. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Prior to the termination of this Agreement, Tenant will remove all of Tenant's above-ground and below-ground improvements on the Premises (to three feet below grade) and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation within the Premises.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises, and all of Tenant's installations on the Property, including the Gravel Driveway and Utility Line and any landscaping to the extent related to Tenant's installations, in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the remainder of the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, all to the extent it affects the operation of the Permitted Use in good condition, subject to reasonable wear and tear and damage from the elements. To the extent required for the Permitted Use, or related to Tenant's installations, Tenant will be responsible for maintenance of landscaping on the Premises, and the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit, including landscaping related to the Utility Line and Gravel Driveway.

(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. Tenant will secure its own metered electrical supply.

(c) After Landlord's written prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed, Landlord will grant to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property to

the extent reasonably necessary to provide service to the Premises, in the areas shown as "Utility Line" or "Utility Lines" on **Exhibit 2** (collectively, "**Utility Line**"), 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 reasonable easement evidencing this grant, at no cost to Landlord or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) nonpayment of Rent if such Rent 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, after additional five (5) days' written notice to Tenant, the right to exercise any and all rights and remedies available to it under law and equity, including without limitation, terminating this Agreement by written notice to Tenant.

(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 after 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, after additional five (5) days' written notice to Landlord: (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, including without limitation, terminating this Agreement by written notice to Landlord.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of 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. Tenant will notify Landlord and Landlord's mortgage lenders(s) (of which Tenant has notice) with written notice of any such assignment, sale or transfer, within thirty (30) days of such assignment, sale or transfer, together with a copy of the document evidencing such assignment, sale or transfer including the identity and address of the assignee, buyer or transfer. Tenant acknowledges that it has received notice of the existing Savings Bank of Danbury first mortgage on the Property and the U.S. Small Business Administration second mortgage on the Property. Upon notification to Landlord of such assignment, transfer or sale together with a copy of the document evidencing the assignment, sale or transfer, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement arising after the date of such notice. Tenant may not otherwise



assign, sublease or license this Agreement in whole or in part without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

**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 #: CT2246; Cell Site Name: Lakeville Sharon Road (CT)  
Fixed Asset No.: 12676423  
c/o AT&T Tower Asset Group  
1025 Lenox Park Blvd NE, 3rd Floor  
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: CT2246; Cell Site Name: Lakeville Sharon Road (CT)  
Fixed Asset No.: 12676423  
208 S. Akard Street  
Dallas, TX 75202-4206

With a copy to: New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation,  
Attn: Network Real Estate Administration  
Re: Cell Site #: CT2246; Cell Site Name: Lakeville Sharon Road (CT)  
FA No.: 12676423  
550 Cochituate Road  
Suites 13 & 14  
Framingham, MA 01701

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

If to Landlord: Between May 1 and November 1 of any year:

Wake Robin, LLC  
106 Sharon Road  
Salisbury, CT 06039  
Attn: Shaffin Shariff

Between November 1 and the following March 31 of any year:

Wake Robin, LLC  
c/o Michael Loftus  
PO Box 912  
Dunedin FL 34697

With a copy to: MacDermid, Reynolds & Glissman, P.C.  
86 Farmington Avenue  
Hartford, CT 06105

Attn: Katherine J. Lambert, Esq.

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 Premises, Permitted Use, or Access, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Premises or Access, 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; provided, however, that any award To Tenant shall not reduce Landlord's award, or that of Landlord's successors-in-interest. 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 insurable harm affecting the Premises, Permitted Use, or Access 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 from insurance maintained by Tenant 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 Premises in locations, appearance, terms and conditions approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, not to exceed ninety (90) days, which facilities will not interfere with Landlord's business or customary use and enjoying of the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location not on the Property; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If 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, provided that such temporary transmission and reception facilities shall not interfere with Landlord's business or customary use and enjoyment of the Property and otherwise as approved by Landlord in advance, which approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord determines not to rebuild or restore the Property and Tenant's operation of the Premises is thereby adversely affected, 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 to the extent permitted hereunder.

**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, except as otherwise required herein.

**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 taxes and assessments attributable to and levied upon Tenant's personal property, leasehold improvements on the Premises if and as set forth in this Section 21 and any sales or other tax on the Premises and/or the Rent payable hereunder, or any assessments related to utilities installed by or connected by Tenant (individually and collectively, "Tenant's Taxes"). Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to Tenant's Taxes or assessments, Landlord shall provide Tenant with copies of each such notice promptly upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord provides a notice of assessment or Tenant's Taxes due from Tenant within such time period and requests reimbursement or payment from Tenant as set forth below, then Tenant shall pay Landlord or the taxing authority prior to the same being delinquent for the tax or assessments identified on the notice of assessment or taxes on Tenant's Taxes. If Landlord seeks reimbursement or payment from Tenant, Landlord shall, no later than thirty (30) 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 Tenant's Taxes amount for which Tenant is responsible under this Agreement (other than taxes on the Property payable by Landlord), 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 to the extent permitted by applicable law. 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 leasehold improvements or Tenant's personal property. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any reasonable 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, but Tenant shall pay any statutory interest accruing on and said unpaid assessment in the event that Tenant's assessment appeal shall not result in the elimination of the tax amount over which Tenant shall have filed said appeal.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided in a manner which would result in the Premises being a part of more than one tax parcel, without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any Tenant Taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant, after ten (10) days prior written notice to Landlord. In the event that Tenant exercises its rights under this Section 21(e) 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).

(f) 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 address. 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, but Landlord may withdraw such notice after the termination of this Agreement. 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.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #: CT2246; Cell Site Name: Lakeville Sharon Road (CT)  
Fixed Asset No.: 12676423  
c/o AT&T Tower Asset Group  
1025 Lenox Park Blvd NE, 3rd Floor  
Atlanta, GA 30319

(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) 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 Surrounding Property which includes the Premises, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding 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 (with information about any sales price redacted). 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. Notwithstanding the foregoing, Landlord shall have no obligation to object to or challenge any third party's change in zoning or other restriction affecting the Premises or the Property, but Landlord shall reasonably cooperate should Tenant desire to so object and challenge a third party's change in zoning or restrictions, at Tenant's cost and expense.

- 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)

(b) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would materially interfere with Tenant's Permitted Use or Communication Facility as determined by radio propagation tests performed by Tenant in its reasonable discretion. If the radio frequency propagation tests demonstrate levels of interference reasonably 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 such installation, operation or maintenance of any other wireless communications facility or equipment which interferes with Tenant's Communication Facility. The restrictions set forth in this subsection (b) shall not apply against the holder of any fee mortgage on any Surrounding Property, or its successors-in-interest, to the extent such party acquires title to any Surrounding Property by foreclosure or otherwise.

(c) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations, or the rights of Landlord under Section 8 hereof.

**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 which Landlord wishes to accept, and which is not related to a sale, lease or financing the Property ("**Rental Stream Offer**"), Landlord shall 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, or, if none, a reasonable contract. 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 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. REVENUE SHARE.**



25. **MECHANICS LIENS.** Tenant, at Tenant's sole cost and expense, shall procure the satisfaction of, or discharge of record (by bonding off or otherwise) all liens and encumbrances filed against the Property or any part thereof, including, but not limited to, any mechanics' liens filed against the Building and/or the Property, or any part thereof, in connection with any labor or materials which are the responsibility of Tenant which become a lien on the Building and/or the Property within thirty (30) days after Tenant receives written notice from Landlord of such lien.

26. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. Any amendment shall be subject to the provisions of the Subordination, Non-disturbance and Attornment Agreement attached as Exhibit 10(b). 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) **Notice/Short Form Lease.** Within 180 days of the execution of this Agreement, the parties will execute a recordable Notice or Short Form of Lease substantially in the form attached as **Exhibit 26b** to which the legal description for the Premises will be added prior to recordation and prepared as set forth in **Exhibit 1**. Either party may record this Notice 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 Notice or Short Form of Lease. Landlord may unilaterally terminate the recorded Notice of Lease upon termination or expiration of this Agreement.

(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. Tenant shall look only to the estate and property of Landlord in the Property for the satisfaction of Tenant's remedies in the event of any default by Landlord hereunder, or any claims against Landlord. No other property or assets of Landlord or Landlord's officers, directors, principals, partners, members, employees and agents, shall be subject to the levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies under this Agreement, or arising out of the relationship of Tenant and Landlord hereunder or Tenant's use of the Premises. This exculpation shall be absolute and without exception.

(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 as such Laws relate to the Premises, Permitted Use, Access, or the Utility Line.

(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 this 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 any permitted successor-in-interest 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.

(o) **Confidential Information.** Each party or its employees, agents, contractors, invitees, or consultants shall not for any reason, or at any time during or after the Term of this Agreement, use or disclose to any person (except as required under this Agreement) any Confidential Information of the other party, unless authorized to do so in writing by the other party. **"Confidential Information"** means (i) all terms of this Agreement (except that Landlord may disclose this Agreement to its mortgage lender(s), investors, advisors, and any purchasers); (ii) all information regarding the other party's processes, products, strategies, technology, machinery, customers, prospective customers, or apparatus; (iii) all drawings, data, sketches, plans, reports, test results, reports of errors, defects prepared by or for the other party or provided by the other party in connection with this Agreement; (iv) site security details including but not limited to key agreements, combinations, passwords and locations of video surveillance equipment; (v) all information that should reasonably be understood by each party to be confidential or proprietary based on the nature of the disclosure or of the information; and (vi) any and all information that is identified as "confidential," "proprietary," or the like at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that was public domain or is not generally known to competitors of Tenant or other outsiders at the time of the initial disclosure or that has become known through no act or failure to act on the part of each party, or any information which is required to be disclosed pursuant to any law, regulation or court order. Each party agrees to protect Confidential Information from unauthorized use or disclosure using the same degree of care as it employs in maintaining its own confidential information, but in no event with less than a reasonable degree of care.

[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"**

Wake Robin, LLC

By: 

Print Name: Shafin Shariff

Its: Member

Date: April 6, 2020

**"TENANT"**

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

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: Brian Leyden

Its: Area Manager

Date: April 7, 2020

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Option and Lease Agreement dated as of April <sup>10<sup>th</sup></sup>, 2020, by and between Wake Robin, LLC, a Connecticut limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises is depicted on the attached plan as Exhibit 2 and are described as follows:

BEING a tract of land designated Assessor's Map 47, Lot 2 located in the Village of Lakeville within the Town of Salisbury, Connecticut, now or formerly possessed by Wake Robin, LLC also being out of and a portion of that certain tract, and being more particularly described by metes and bounds as follows:

COMMENCING at a concrete bound found along the westerly property line of said Assessor's Map 47, Lot 2, being the northwesterly corner of Assessor's Map 47, Lot 9, and also being a point along the apparent eastern boundary of Sharon Road (Route 41) right-of-way;

THENCE S61°15'44"E± a distance of 593.84'± to a point being interior of said Assessor's Map 47, Lot 2, being the northwesterly corner of the lease area described hereon and the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Assessor's Map 47, Lot 2 the following four (4) courses:

1. N70°25'45"E a distance of 100.00' to a point;
2. S19°34'15"E a distance of 100.00' to a point;
3. S70°25'45"W a distance of 100.00' to a point;
4. N19°34'15"W a distance of 100.00' to the POINT OF BEGINNING hereof and containing 10,000 square feet (0.22957 acres±) of land.

The Property is legally described on the next page.

**EXHIBIT 1**  
**LEGAL DESCRIPTION**  
**106 Sharon Road**  
**Lakeville (Salisbury), Connecticut**

**PARCEL ONE:**

Commencing at a point in the easterly line of Highway Route No. 41, which point marks the southwesterly corner of land now or formerly of Christopher Carlisle, and is the point and place of beginning; thence S 84° 04' E 142.4 feet along the south line of land now or formerly of Carlisle to a point; thence N 5° 35' E 142.4 feet along land now or formerly of Carlisle to a point; thence N 58° 26' E 137.3 feet along land of said Carlisle and land of Paul M. and Marilyn T. Sullivan to a point; thence S 31° 34' E 192.0 feet along land formerly of Samuel J. and Ella G. Titus (now or formerly of Renate Holmberg) to a point, which point marks the southwesterly corner of said Holmberg; thence N 58° 27' 29" E 249.67 feet to an iron pipe in the southerly or southwesterly line of Wells Hill Road; thence along the said southerly or southwesterly line of Wells Hill Road the following courses and distances: S 34° 40' 02" E 268.396 feet to an iron pipe, S 25° 44' 25" E 203.530 feet to an iron pin and S 25° 04' E 209.2 feet more or less to a point in the northerly line of land now or formerly of Francis Waring Robinson; thence along land now or formerly of said Francis Waring Robinson, S 69° 59' W 210.0 feet to a point; thence further along said land now or formerly of Robinson, S 20° 17' W 111.9 feet and S 30° 15' E 336.9 feet to a point; thence along the north line of land now or formerly of Hazel H. Cowles, N 75° 24' W 717.4 feet to a point in the east line of land now or formerly of Miriam Goddard Clark; thence along land now or formerly of said Clark the following courses and distances: N 8° 40' E 130.3 feet, N 18° 47' E 118.1 feet N 87° 06' W 41.4 feet, N 4° 58' E 160.5 feet, and S 87° 08' W 15.15 feet to a point; thence along land now or formerly of Thomas J. and Virginia Dorlan, the following courses and distances: N 56° 24' W 30.5 feet, N 41° 31' W 96.7 feet, N 59° 12' W 47.8 feet, and S 73° 08' W 82.7 feet to a point in the east line of Highway Route No. 41; thence along Highway Route No. 41 N 7° 38' E 196.5 feet to a point and N 7° 22' E 30.7 feet to the point and place of beginning. Said premises contains an area of 13.708 acres, more or less.

EXCEPTING therefrom the following parcel of land conveyed by Torgel Olsen to Henri J.P. Manassero and Moya Manassero by Warranty Deed dated June 16, 1987 and recorded in Volume 139 at Page 893 of the Salisbury Land Records: That certain piece or parcel of land with all buildings and improvements located thereon containing 2.513 acres, more or less, situated in the Town of Lakeville, County of Litchfield and State of Connecticut, and shown on map entitled "Map Prepared for Henri J.P. Manassero Wells Hill Road, Village of Lakeville Salisbury Connecticut One Inch = Forty Feet June 12, 1987" which map was prepared by Peter A. Lamb, R.L.S. #7764 and is filed with the Salisbury Town Clerk as Map #1896. Said premises are more particularly described as follows: Commencing at an iron pipe located in the southerly or southwesterly line of Wells Hill Road; which iron pipe marks the southeasterly corner of premises of Renate Holmberg, as shown on said map; thence along the said southerly or southwesterly line of Wells Hill Road S 34° 40' 02" E 268.346 feet to an iron pipe and S 25° 44' 25" E 203.530 feet to an iron pin; thence along other lands now or formerly of Torgel Olsen the following courses and distances: S 69° 0' 0" W 222.550 feet to an iron pin and N 34° 51' 46" W 430.490 feet to an iron pipe; and thence along the southerly line of land of the said Renate Holmberg N 58° 27' 29" E 249.67 feet to the iron pipe marking the point and place of beginning.

Being a portion of the premises conveyed to Torgel Olsen by Quit Claim Deed of Brenda Hazzard dated October 12, 1978 and recorded in Volume 122 at Page 841 of the Salisbury Land Records.

Reference is made to map entitled "Map Showing Property of the Wake Robin Inn, Incorporated Town of Salisbury Connecticut Scale 1" Inch = 100 feet Area = 13.708 +/- acres prepared by Howard Knickerbocker Land Surveyor April 1, 1972". Reference is also made to a map entitled "Map Prepared for Henri J.P.

Manassero Wells Hill Road, Village of Lakeville Salisbury Connecticut One Inch = Forty Feet June 12, 1987," by Peter A. Lamb, R.L.S. #7764, which map is filed with the Salisbury Town Clerk as Map #1898.

**PARCEL TWO:**

All that certain piece or parcel of land, with the building and improvements thereon, situated in the Village of Lakeville, Town of Salisbury, County of Litchfield and State of Connecticut, being shown and designated as Parcel B, containing 0.236 acres, more or less, on a certain map, entitled "Map Prepared For Salisbury Bank & Trust Co. Wells Hill Road 'Lakeville' Salisbury, Connecticut, Scale: 1" = 40' August 14, 1996 Total Area = 2.513 Acres" certified substantially correct by Peter A. Lamb, R.L.S. #7764, Sharon, CT from the office of Lamb-Kiefer Land Surveyors, Sharon, CT, which map is filed in the office of the Salisbury Town Clerk as Map #2176.

**EXHIBIT 2**

**SITE PLAN SHOWING PREMISES, ACCESS, UTILITY LINES, STAGING AREAS**



|   |          |                        |  |  |
|---|----------|------------------------|--|--|
| 0 | 02/11/19 | LEADS FOR REVIEW       |  |  |
| 1 | 02/06/19 | LEADS CORRECT REVIEWED |  |  |
| 2 | 09/12/19 | LEADS CORRECT REVIEWED |  |  |
|   |          |                        |  |  |
|   |          |                        |  |  |
|   |          |                        |  |  |
|   |          |                        |  |  |
|   |          |                        |  |  |

|  |  |
|--|--|
| SITE NAME: SALSIBURY<br>SITE NUMBER: CT2246<br>ADDRESS: 106 SHARON ROAD<br>LAKEVILLE, CT 06039 | NEW CINCULAR<br>WIRELESS PCS, LLC<br>451ST<br>600 ENTERPRISE DRIVE<br>ROCKY HILL, CT 06067 |
|--|--|



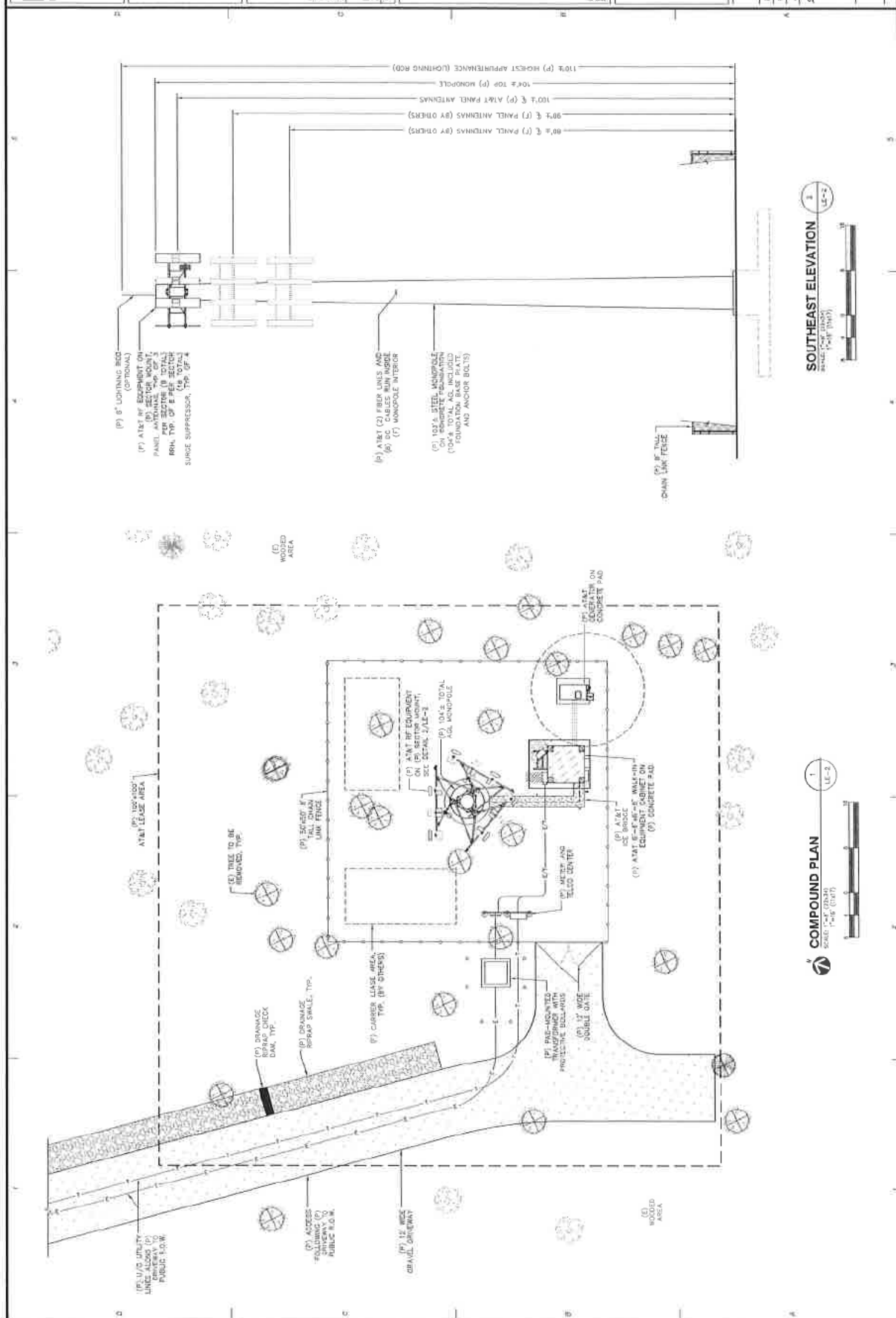
APPLICANT:

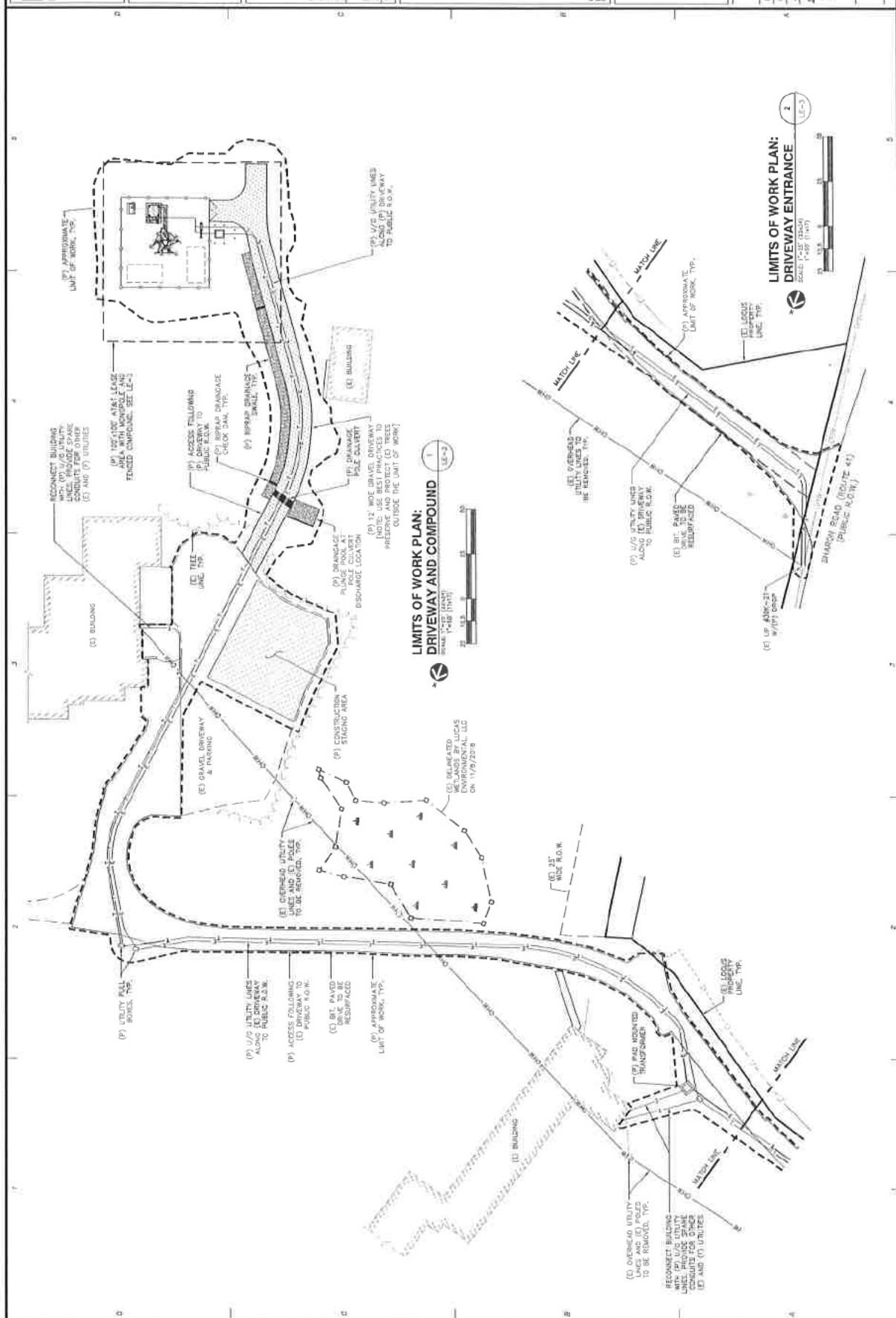
LEASE EXHIBIT

DATE: 08/04/79  
REVISION: 2

**COMPOUND PLAN  
& ELEVATION**

LE-2







**EXHIBIT 3**

**PLANS AND SPECIFICATIONS**  
**(to be attached after approval)**

**EXHIBIT 11**  
**ENVIRONMENTAL DISCLOSURE**

None

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
**[FOLLOWS ON NEXT PAGE]**

[Landlord Letterhead]

DATE

Building Staff / Security Staff  
Landlord, Lessee, Tenant  
Street Address  
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property in the area shown on the attached plans. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit and not to otherwise interfere with access or operation of the Property.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT 26b**

**NOTICE OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

## STATUTORY NOTICE OF LEASE

**Prepared by:**

**MARK ROBERTS**

**SAI COMMUNICATIONS**

**12 INDUSTRIAL WAY**

**SALEM, NH 03079**

**Return to:**

SAI Communications

Attn. Jhana Arsenault

12 Industrial Way

Salem, NH 03079

Re: Cell Site #: CT2246; Cell Site Name: SALISBURY

Fixed Asset #: [REDACTED]

State: Connecticut

County: Litchfield

This Statutory Notice of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Wake Robin, LLC a Connecticut limited liability company, having a mailing address of 106 Sharon Road, Lakeville, Connecticut, 06039 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**"), in compliance with the provisions of Section 47-19 of the Connecticut General Statutes, as amended.

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") with an Effective Date of \_\_\_\_ day of \_\_\_\_\_, 2020 ("**Effective Date**"), for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. Pursuant to Section 1(c) of the Agreement, Tenant has the right to elect to exercise its option ("**Option**") to lease the Premises (defined below) for a period of one (1) year after the Effective Date ("**Option Period**"), which may be renewed by Tenant upon written notice to Landlord, on the terms and conditions set forth in such Section. The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, which effective date is not later than the earlier of i) last day of the Option Period; or (ii) the commencement of construction of the Communication Facility on the Premises (as defined in the Lease), (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date. The 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 unless Tenant notifies Landlord in writing of Tenant's

intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto ("Premises"), located within the property known as 106 Sharon Road, Lakeville, Connecticut.

4. This Notice of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Notice of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
5. A copy of this Lease is on file at Landlord's office.

**IN WITNESS WHEREOF**, the parties have executed this Statutory Notice of Lease as of the day and year first above written.

|                   |
|-------------------|
| Witness:          |
| _____             |
| Print Name: _____ |
| Date: _____       |

|                   |
|-------------------|
| Witness:          |
| _____             |
| Print Name: _____ |
| Date: _____       |

|                   |
|-------------------|
| Witness:          |
| _____             |
| Print Name: _____ |
| Date: _____       |

|                   |
|-------------------|
| Witness:          |
| _____             |
| Print Name: _____ |
| Date: _____       |

**"LANDLORD"**

Wake Robin, LLC

By: \_\_\_\_\_  
Print Name: Shaffin Shariff  
Its: Member  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: Brian Leyden  
Its: Area Manager  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that he, as such \_\_\_\_\_, 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 \_\_\_\_\_.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**LANDLORD ACKNOWLEDGMENT**

STATE OF CONNECTICUT    )

) ss. \_\_\_\_\_

COUNTY OF HARTFORD    )

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2020, by Shaffin Shariff, as the Manager of Wake Robin, LLC, a Connecticut manager-managed limited liability company, on behalf of the company.

\_\_\_\_\_

Commissioner of the Superior Court  
Notary Public/My Commission Expires: \_\_\_\_\_

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page \_\_\_\_ of \_\_\_\_

to the Notice of Lease dated \_\_\_\_\_, 2020, by and between Wake Robin, LLC, a Connecticut limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises is depicted on the attached plan as Exhibit 2 and are described as follows:

BEING a tract of land designated Assessor's Map 47, Lot 2 located in the Village of Lakeville within the Town of Salisbury, Connecticut, now or formerly possessed by Wake Robin, LLC also being out of and a portion of that certain tract, and being more particularly described by metes and bounds as follows:

COMMENCING at a concrete bound found along the westerly property line of said Assessor's Map 47, Lot 2, being the northwesterly corner of Assessor's Map 47, Lot 9, and also being a point along the apparent eastern boundary of Sharon Road (Route 41) right-of-way;

THENCE S61°15'44"E± a distance of 593.84'± to a point being interior of said Assessor's Map 47, Lot 2, being the northwesterly corner of the lease area described hereon and the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Assessor's Map 47, Lot 2 the following four (4) courses:

1. N70°25'45"E a distance of 100.00' to a point;
2. S19°34'15"E a distance of 100.00' to a point;
3. S70°25'45"W a distance of 100.00' to a point;
4. N19°34'15"W a distance of 100.00' to the POINT OF BEGINNING hereof and containing 10,000 square feet (0.22957 acres±) of land.

The Property is legally described on the next page.

**EXHIBIT 1**  
**LEGAL DESCRIPTION**  
**106 Sharon Road**  
**Lakeville (Salisbury), Connecticut**

**PARCEL ONE:**

Commencing at a point in the easterly line of Highway Route No. 41, which point marks the southwesterly corner of land now or formerly of Christopher Carlisle, and is the point and place of beginning; thence S 84° 04' E 142.4 feet along the south line of land now or formerly of Carlisle to a point; thence N 5° 35' E 142.4 feet along land now or formerly of Carlisle to a point; thence N 58° 28' E 137.3 feet along land of said Carlisle and land of Paul M. and Marilyn T. Sullivan to a point; thence S 31° 34' E 192.0 feet along land formerly of Samuel J. and Ella G. Titus (now or formerly of Renate Holmberg) to a point, which point marks the southwesterly corner of said Holmberg; thence N 58° 27' 29" E 249.67 feet to an iron pipe in the southerly or southwesterly line of Wells Hill Road; thence along the said southerly or southwesterly line of Wells Hill Road the following courses and distances: S 34° 40' 02" E 268.396 feet to an iron pipe, S 25° 44' 25" E 203.530 feet to an iron pin and S 25° 04' E 209.2 feet more or less to a point in the northerly line of land now or formerly of Francis Waring Robinson; thence along land now or formerly of said Francis Waring Robinson, S 69° 59' W 210.0 feet to a point; thence further along said land now or formerly of Robinson, S 20° 17' W 111.9 feet and S 30° 15' E 336.9 feet to a point; thence along the north line of land now or formerly of Hazel H. Cowles, N 75° 24' W 717.4 feet to a point in the east line of land now or formerly of Miriam Goddard Clark; thence along land now or formerly of said Clark the following courses and distances: N 8° 40' E 130.3 feet, N 18° 47' E 118.1 feet N 67° 05' W 41.4 feet, N 4° 56' E 160.5 feet, and S 87° 08' W 15.16 feet to a point; thence along land now or formerly of Thomas J. and Virginia Dorlan, the following courses and distances: N 56° 24' W 30.5 feet, N 41° 31' W 96.7 feet, N 59° 12' W 47.8 feet, and S 73° 08' W 82.7 feet to a point in the east line of Highway Route No. 41; thence along Highway Route No. 41 N 7° 36' E 196.5 feet to a point and N 7° 22' E 30.7 feet to the point and place of beginning. Said premises contains an area of 13.708 acres, more or less;

EXCEPTING therefrom the following parcel of land conveyed by Torgel Olsen to Henri J.P. Manassero and Moya Manassero by Warranty Deed dated June 16, 1987 and recorded in Volume 139 at Page 893 of the Salisbury Land Records: That certain piece or parcel of land with all buildings and improvements located thereon containing 2.513 acres, more or less, situated in the Town of Lakeville, County of Litchfield and State of Connecticut, and shown on map entitled "Map Prepared for Henri J.P. Manassero Wells Hill Road, Village of Lakeville Salisbury Connecticut One Inch = Forty Feet June 12, 1987" which map was prepared by Peter A. Lamb, R.L.S. #7764 and is filed with the Salisbury Town Clerk as Map #1896. Said premises are more particularly described as follows: Commencing at an iron pipe located in the southerly or southwesterly line of Wells Hill Road, which iron pipe marks the southeasterly corner of premises of Renate Holmberg, as shown on said map; thence along the said southerly or southwesterly line of Wells Hill Road S 34° 40' 02" E 268.346 feet to an iron pipe and S 25° 44' 25" E 203.530 feet to an iron pin; thence along other lands now or formerly of Torgel Olsen the following courses and distances: S 69° 0' 0" W 222.550 feet to an iron pin and N 34° 51' 46" W 430.490 feet to an iron pipe; and thence along the southerly line of land of the said Renate Holmberg N 58° 27' 29" E 249.67 feet to the iron pipe marking the point and place of beginning.

Being a portion of the premises conveyed to Torgel Olsen by Quit Claim Deed of Brena Hazzard dated October 12, 1978 and recorded in Volume 122 at Page 841 of the Salisbury Land Records.

Reference is made to map entitled "Map Showing Property of the Wake Robin Inn, Incorporated Town of Salisbury Connecticut Scale 1" Inch = 100 feet Area = 13.708 +/- acres prepared by Howard Knickerbocker Land Surveyor April 1, 1972". Reference is also made to a map entitled "Map Prepared for Henri J.P.

Manassero Wells Hill Road, Village of Lakeville Salisbury Connecticut One Inch = Forty Feet June 12, 1987," by Peter A. Lamb, R.L.S. #7764, which map is filed with the Salisbury Town Clerk as Map #1898.

**PARCEL TWO:**

All that certain piece or parcel of land, with the building and improvements thereon, situated in the Village of Lakeville, Town of Salisbury, County of Litchfield and State of Connecticut, being shown and designated as Parcel B, containing 0.236 acres, more or less, on a certain map, entitled "Map Prepared For Salisbury Bank & Trust Co. Wells Hill Road 'Lakeville' Salisbury, Connecticut, Scale: 1" = 40' August 14, 1996 Total Area = 2.613 Acres" certified substantially correct by Peter A. Lamb, R.L.S. #7764, Sharon, CT from the office of Lamb-Kiefer Land Surveyors, Sharon, CT, which map is filed in the office of the Salisbury Town Clerk as Map #2176.

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

|   |  |   |
|---|--|---|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)  |   |
|   | Business name/disregarded entity name, if different from above   |   |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|   | <input type="checkbox"/> Exempt payee  |   |
|   | Address (number, street, and apt. or suite no.)<br><br>City, state, and ZIP code<br><br>List account number(s) here (optional)   | Requester's name and address (optional) |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |  |
|--------------------------------|--|--|--|---|--|--|--|--|
| Social security number         |  |  |  |   |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |
| Employer identification number |  |  |  |   |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**EXHIBIT 10(b)**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**Prepared by and Return to:**

New Cingular Wireless PCS, LLC

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cell Site No: CT2246

Cell Site Name: Lakeville Sharon Road

Fixed Asset Number: [REDACTED]

State: Connecticut

County: Litchfield

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

("Agreement"), dated as of the last of the signature dates below, between **U.S. Small Business Administration** c/o New England Certified Development Company, 500 Edgewater Drive, Suite 555, Wakefield MA 01880 (hereinafter called "**Mortgagee**") and Wake Robin, LLC, a Connecticut limited liability company having its principal office/residing at 106 Sharon Road, Lakeville, CT 06039 ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

**WITNESSETH:**

**WHEREAS**, Tenant has entered into a certain lease dated \_\_\_\_\_, 2020, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

**WHEREAS**, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of \_\_\_\_\_, being identified as Lot \_\_\_\_\_ in Block \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, Litchfield County, State of Connecticut ("**Property**"), a part of which Property contains the Premises; and

**WHEREAS**, the Mortgage on the Property is in the original principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, which Mortgage has been recorded in the appropriate public office in and for \_\_\_\_\_ County, \_\_\_\_\_; and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the obligations secured thereby.



2.No amendment to, or modification of, the Lease (other than a termination thereof as provided therein) shall be binding upon Mortgagee without its prior written consent.

3. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

4. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year, etc.) in advance to any prior landlord (including Landlord).

5. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to Section 3 above) under all of the terms, covenants and conditions of the Lease.

6. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

7. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

8. The loan evidenced by the Mortgage was made under a United States Small Business Administration ("SBA") nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) When SBA is the holder of the note secured by the Mortgage, this document and all documents evidencing or securing the SBA loan will be construed in accordance with federal law.
- (b) SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal

immunity from local or state control, penalty, tax or liability. No Borrower (including Landlord) or Guarantor or Tenant may claim or assert against SBA any local or state law to deny any obligation of Borrower (including Landlord), or defeat any claim of SBA with respect to the loan secured by the Mortgage.

9. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

10. Except as otherwise provided herein, this Agreement is governed by the laws of the State of Connecticut, as such laws may be amended from time to time, and exclusive of such jurisdiction's choice of law provisions.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the last signature date below.

[ADD TWO WITNESSES PER SIGNATORY PRIOR TO EXECUTION]

LANDLORD: Wake Robin, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

|  |
|--|
| Witness:<br>_____<br><br>Print<br>Name: _____<br>Date: _____ |
|--|

|  |
|--|
| Witness:<br>_____<br><br>Print<br>Name: _____<br>Date: _____ |
|--|

TENANT: New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

|   |
|---|
| Witness:<br>_____<br><br>Print Name: _____<br>Date: _____ |
|---|

|   |
|---|
| Witness:<br>_____<br><br>Print Name: _____<br>Date: _____ |
|---|

MORTGAGEE:

U.S. Small Business Administration

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

|   |
|---|
| Witness:<br>_____<br>Print Name: _____<br>Date: _____ |
|---|

|   |
|---|
| Witness:<br>_____<br>Print Name: _____<br>Date: _____ |
|---|

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**ACKNOWLEDGEMENTS**

**LANDLORD**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a (member managed or manager managed) limited liability company, and that he, as such \_\_\_\_\_, 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 \_\_\_\_\_.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TENANT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that he, as such \_\_\_\_\_, 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 \_\_\_\_\_.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**MORTGAGEE**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand.

\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_