

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION BY MCM HOLDINGS, LLC
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION MAINTENANCE AND OPERATION
OF A WIRELESS TELECOMMUNICATIONS
FACILITY AT 3 MARCHANT ROAD (CAMP HOYT)
288 SIMPAUG TURNPIKE (Parcel No. 12-29),
REDDING, CONNECTICUT

DOCKET NO. 517

November 1, 2023

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE
OF THE EXACT MONTHLY RENT IN THE LEASE AGREEMENT BETWEEN
MCM HOLDINGS, LLC AND LESSOR

In furtherance of the Council's ruling in Docket 366, the Applicant, MCM Holdings, LLC ("MCM"), respectfully moves for a protective order related to the disclosure of the exact monthly rent in the respective lease agreement with Connecticut Yankee Council, Inc., Boys Scouts of America ("Landlord"). The Siting Council's evaluation of the Applicant's proposed facility should not be based on the financial terms of MCM'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, MCM 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 MCM 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 leases attached to this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.



Lucia Chiochio, Esq.
Daniel Patrick, Esq.
Cuddy & Feder LLC
Attorneys for the Applicant

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_____, 2023

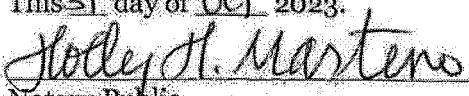
AFFIDAVIT

Henry M. Zachs, 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 Managing Member of MCM Holdings, LLC ("MCM"), a limited liability company organized in the state of Connecticut, with offices at 40 Woodland Street, Hartford, Connecticut.
3. I submit this affidavit in support of the Motion for Protective Order as it relates to the exact monthly rent in the respective lease agreement with Connecticut Yankee Council, Inc., Boys Scouts of America ("Landlord") for property located at 3 Marchant Road in Redding (the "Confidential Information").
4. MCM considers the Confidential Information highly confidential and commercially valuable information.
5. To the best of my knowledge, MCM has used best 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 MCM's legal counsel that neither federal or Connecticut statutes require the confidential portion of this information to be filed in the public record.


Henry M. Zachs
Managing Member
MCM Holdings, LLC

Sworn to before me
This 31st day of Oct 2023.


Notary Public

My Commission Expires: 06-30-2028

HOLLY H. MARTINO
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2028

*The information in this document is **CONFIDENTIAL** and **PROPRIETARY** and may not be disclosed without written permission of Message Center Management, Inc.*

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") dated November 15, 2016, by and between **CONNECTICUT YANKEE COUNCIL, INC., BOYS SCOUTS OF AMERICA** with an address of 60 Wellington Road, P.O. Box 32, Milford, CT 06460 (the "Landlord") and **MESSAGE CENTER MANAGEMENT, INC.**, a corporation organized in the state of Delaware, with an address of 40 Woodland Street, Hartford, CT 06105 (the "Tenant").

WHEREAS, Landlord is the owner of certain real property known as 3 Marchant Road, Redding, CT 06896, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Premises") and Tenant desires to lease a portion of the Premises, containing approximately Six Thousand Six Hundred Fifty (6,650) square feet (the "Site") together with certain rights and easements as specified below in this Agreement. The Site is more particularly described and depicted as the "Site" on **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, Landlord and the Tenant desire that Tenant develop or operate the Site for the location of communications facilities.

WHEREAS, Landlord acknowledges and agrees not to enter into any agreements during the term hereof with another party, which agreement permits on the Premises, the uses permitted herein or similar thereto.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other valuable considerations, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

- a. The word "**Licensee**" as used in this Agreement refers to each party that enters into a license agreement, sub-license, sub-lease or other similar agreement with Tenant for use of space at the Site.
- b. The word "**License Agreement**" as used in this Agreement refers to any license agreement, sub-license, sub-lease or other similar agreement with a Licensee at the Site executed by the Licensee and the Tenant.
- c. The word "**Equipment**" as used in this Agreement refers to communications equipment, devices and other items of personal property located at the Site for the purpose of receiving and transmitting radio signals on designated frequencies.
- d. "**GCR**" as used in this Agreement refers to gross collected receipts arising from license payments from Licensees at the Site that are actually collected and received by MCM during a monthly billing cycle. GCR shall specifically exclude sums, fees and/or payments payable by Licensees to MCM for utility consumption (including power and electricity usage), antenna installation and maintenance, site preparation, construction costs, intermodulation study, facilities coordination fee, etc.

2. GRANT OF LEASE

The Landlord hereby grants to Tenant an exclusive

Lease to:

- a. License space on towers or other structures for the location of communications antennae and related Equipment at the Site;
- b. Negotiate License Agreements and renewal License Agreements with prospective and existing Licensees;
- c. Bill and collect license payments with Licensees and managing both the technological as well as the human relations aspects of the Site with the Licensees;
- d. Verify that the installation, removal and maintenance of Licensee's Equipment at the Site is conducted in conformance with this Agreement and with any applicable License Agreement;
- e. Operate the Site consistent with applicable Federal Communication Commission (the "FCC") and Federal Aviation Administration (the "FAA") rules and regulations and other applicable legal requirements of any governmental agency having jurisdiction over the Site relating to Tenant's activities at the Site;
- f. Coordinate the use of the frequency spectrum to maximize the use of the Site while minimizing interference problems; and
- g. Monitor the Licensees' compliance with such reasonable rules and regulations governing the Site as may be established from time to time by Tenant with respect to the security of and access to the Site.

3. LEASE OF SITE

Commencing on the date immediately following the full execution of this Agreement by Landlord and Tenant, Landlord hereby leases to Tenant and Tenant rents from Landlord the Site together with the following rights and easements (hereinafter referred to as the "Rights and Easements"):

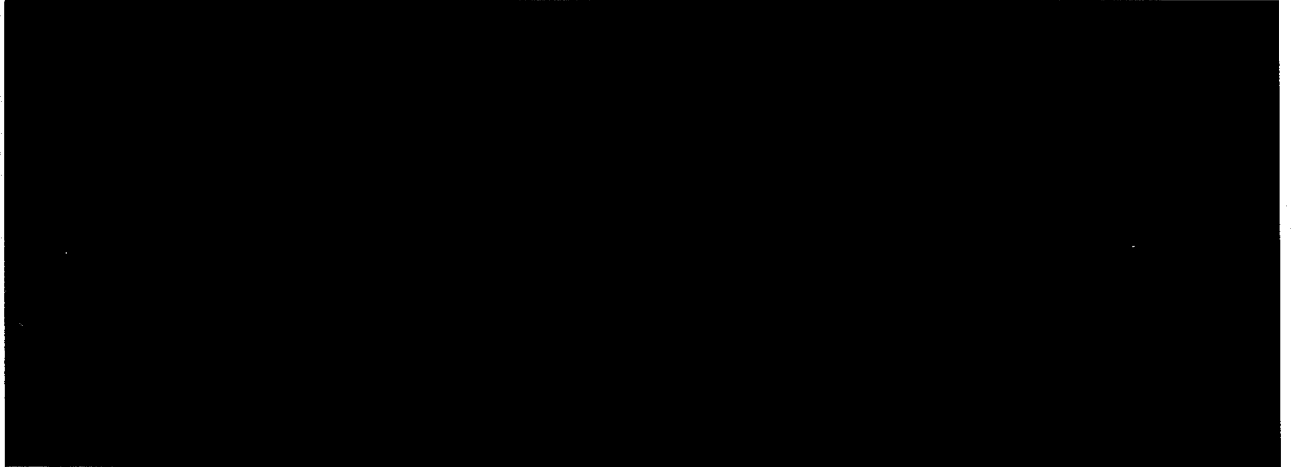
- a. A non-exclusive twenty-five (25) foot wide easement over, under, across and upon that portion of the Premises extending from Simpaug Turnpike to the Site shown on **Exhibit B** as "ACCESS EASEMENT" for the purposes of ingress and egress, seven (7) days a week, twenty-four (24) hours a day on foot or motor vehicle, including trucks, for the purposes of construction, installation, operation, maintenance, repair, replacement and removal of the Tenant's or Licensee's equipment, improvements, structures and facilities on, at, upon, above, under and over the Site and to access the Site and any and all Communications Facilities (as defined below) located on the Site from time to time;
- b. A non-exclusive twenty-five foot (25) wide easement over, under, across and upon that portion of the Premises extending from Simpaug Turnpike to the Site shown on **Exhibit B** as "UTILITY EASEMENT" for the installation, maintenance, operation, repair, replacement and removal from time to time of utility wires, poles, cables, conduits, pipes and other related equipment. In addition, in the event any public utility company requires an easement or right-of-way to service the Site and/or Communications Facilities (as defined below), at no cost or expense to Tenant, Landlord hereby agrees to grant Tenant or such public utility companies such

additional rights-of-way and easements in areas designated by Landlord which are acceptable to the applicable utility companies;

- c. The right to tie into and use, in common with others, telephone and electric lines and other utility systems and facilities servicing the Premises and any facilities, structures, improvements and equipment now or hereafter situated on the Premises and to access the same;
- d. The right to use all driveways at the Premises and park vehicles at the Premises as is necessary or appropriate for any and all of Tenant's activities at the Site and/or the operation of any and all Communications Facilities (as defined below) located on the Site;
- e. The right to construct, install, operate, use, alter, maintain, repair, replace and remove equipment buildings, facilities, towers, generators, antennas, equipment, apparatus, structures, improvements, wiring, cables, pipes, guy wires, conduits, utility meters and all other ancillary equipment and appurtenances related, directly or indirectly, in any way thereto on the Site as Tenant determines, in Tenant's sole discretion, as necessary or appropriate or desirable for operation of any and all communications facilities on the Site or any portion thereof (collectively the "**Communications Facilities**"); and
- f. Landlord grants Tenant the right to use such portions of the Premises as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facilities, including, but not limited to, (i) the right of ingress, egress, and regress to and from the Site for all purposes, including, but not limited to, construction machinery and equipment, (ii) the right to use such portions of the Premises as is reasonably necessary or desirable for storage of construction materials and equipment during construction of the Communications Facilities with the prior consent of Landlord, which shall not be unreasonably withheld, (iii) Landlord grants Tenant the right to clear all trees, undergrowth, and all other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs, branches and other impediments which may interfere with, adversely affect or extend into the vicinity of any of the Communications Facilities, and (iv) the right to construct and maintain Tenant's Improvements (as defined below) on any portion of the Premises and/or the area of the Rights and Easements as is reasonably necessary or desirable for the maintenance and operation of the Communications Facilities.

4. **USE** Tenant shall use the Site and Rights and Easements for the purpose of constructing, maintaining and operating Communication Facilities, uses incidental thereto and all necessary and/or desirable appurtenances thereto, including, but not limited to, the installation, construction, operation, maintenance, alteration and removal of any and all facilities, buildings, towers, shelters, structures, improvements, additions, security fences of chain link or comparable construction, equipment and other items of personal property, as determined from time to time by Tenant, in Tenant's sole discretion, now or in the future, for any and all such communications uses, including, but not limited to, telecommunications purposes, and purposes at the Site as determined by Tenant from time to time in Tenant's sole discretion (collectively the "**Tenant's Improvements**"). The Landlord agrees and acknowledges that Tenant shall own the Tenant's Improvements and Tenant shall remove or surrender the Tenant's Improvements prior to expiration or sooner termination of this Agreement in accordance with Paragraph 12 below. Tenant will paint the tower located on the Site (hereinafter referred to as "Tower") and all

attachments located on the Tower, brown. Landlord agrees not to transfer, sell, lease, license or use any other portion of the Premises for the use, installation, operation or maintenance of other Communications Facilities. This restriction shall be binding upon each and every subsequent transferee, owner and/or buyer of the Premises.



7. **TERMINATION OPTION** Tenant shall, at Tenant's option, have the right to terminate this Agreement by written notice to Landlord at any time upon the occurrence of any of the following events or circumstances: (a) any certificate, permit, license or approval necessary for the use, construction or operation of the Communications Facilities on, or at the Site in any manner intended or contemplated by Tenant from time to time is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or Tenant, in its sole discretion, determines the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) Tenant determines that the Site is inappropriate or unsuitable for the uses intended by Tenant or based upon imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with Tenant's reception or transmission; or (c) Tenant determines that Landlord does not have good and marketable title to the Site or does not have the full power and authority to enter into and execute this Agreement or the Site is encumbered in any way whatsoever which restricts, limits or interferes with Tenant's use thereof. Upon any such termination by the Tenant, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove Tenant's Improvements as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.

8. **ASSIGNMENT AND ENCUMBERING** This Agreement and any and all rights and interests hereunder may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or any affiliate or subsidiary of Tenant or its parent company, to any successor entity with or into which Tenant is sold, merged or consolidated, or to any entity resulting from a reorganization of Tenant or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement shall not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld or delayed. In addition, Tenant may, from time to time, grant to lenders a collateral assignment of Tenant's interest in this Agreement and/or a lien on and security interest in any and all assets and personal property of Tenant located on the Site including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Tenant.

9. **LICENSING OR SUBLEASING** Tenant may grant License Agreements with respect to all or any part of the Site, including, but not limited to, the use of the Rights and Easements and of ground space and space on any Improvements at the Site to any and all third parties on such terms and conditions as Tenant shall determine in its sole discretion. Tenant shall provide Landlord with written notice of a proposed License Agreement (the "License Notice") attached hereto and made a part hereof as **Exhibit F**.
Tenant may sublet all or part of the Site without Landlord's consent.

10. **ACCESS** Authorized representatives of Tenant and the Licensees shall be allowed nonexclusive access at all times to the Site. Tenant shall provide to the Landlord a list of all persons who are authorized by Tenant or the Licensees to have access to the Site. Tenant will establish security procedures in connection with use of the Site.

11. **UTILITIES** Landlord agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Landlord or the servicing utility company. Tenant will pay for all utilities used by Tenant at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. Reimbursement for utility usage will be billed to Licensees by Tenant as a separate item.

- a. Tenant will install when possible a separate electric meter for the Site or one meter per Licensee. If a separate meter or meters are installed, Landlord will cooperate with Tenant, as necessary in instructing the utility company to send bills directly to MCM or the Licensee, as applicable, for payment.
- b. If a separate meter or meters are not installed, Tenant shall bill each Licensee for reimbursement of the electricity used by such Licensee based on the projected consumption of the equipment installed by the Licensee operated on a 24/7 basis. Tenant shall remit to Landlord on a monthly schedule such reimbursements of electricity collected from the Licensee.
- c. If the operation of any of the Equipment or Communications Facilities fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Landlord, then Landlord will promptly use reasonable diligence to restore the electrical power available to the Site including, but not limited to, any Equipment or Communications Facilities located thereon.

12. REMOVAL OF TENANT'S IMPROVEMENTS Ownership and title to all of Tenant's Improvements, including, but not limited to, any and all improvements, fixtures, equipment, structures, facilities and all other items of personal property constructed or installed by Tenant on the Site shall remain with Tenant, and all Tenant's Improvements constructed, installed or utilized by Tenant shall at all times be and remain the property of Tenant, regardless of whether such Tenant's Improvements are attached or affixed to the Site. Tenant shall remove all Tenant's Improvements at the Site and restore the Site to its original above grade condition, reasonable wear and tear, casualty and condemnation excepted, within thirty (30) days after the expiration or sooner termination of this Agreement. At Landlord's option, to be exercised by Landlord's written notice received by the Tenant within sixty (60) days prior to the expiration or sooner termination of this Agreement, Tenant will remove the foundation to twenty-four (24) inches below grade. Tenant will leave the security fence on the Site to become the property of Landlord. If removal of such property causes Tenant to remain on the Site for more than thirty (30) days after the expiration or sooner termination of this Agreement, then Tenant shall pay rent at the then existing rental compensation rate on a pro rated basis until such time as the removal is completed.

13. INDEMNIFICATION Tenant shall indemnify and hold Landlord harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Site by Tenant or its employees or agents, or breach by Tenant of any of the material terms, covenants or representations under this Agreement, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Landlord or its employees, contractors, agents or representatives. Landlord shall indemnify and hold Tenant harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by Landlord or its employees, contractors, agents or representatives, or breach by Landlord of any of the material terms, covenants or representations under this Agreement excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Tenant or its employees, contractors, agents or representatives.

14. INSURANCE

- a. Tenant will carry, in full force and effect during the Term of this Agreement, its own liability, personal property and worker's compensation insurance policy

covering its business, equipment and personnel. The policy of insurance shall be issued by a company authorized to do business in the state where the Site is located, and shall be in a minimum amount of \$1,000,000.00. Tenant shall furnish the Landlord with a certificate evidencing that such insurance is in full effect and the policy shall obligate the insurance company to notify the Landlord not less than thirty (30) days prior to the termination thereof or prior to a significant change therein. Such policies shall name Landlord as an additional insured.

- b. Landlord will carry, in full force and effect during the Term of this Agreement, its own liability, personal property and worker's compensation insurance policy covering its business, equipment and personnel. The policy of insurance shall be issued by a company authorized to do business in the state where the Site is located, and shall be in a minimum amount of \$1,000,000.00. Landlord shall furnish the Tenant with a certificate evidencing that such insurance is in full effect and the policy shall obligate the insurance company to notify the Tenant not less than thirty (30) days prior to the termination thereof or prior to a significant change therein. Such policies shall name Tenant as additional insured.
- c. Tenant will require Licensees and Licensees' contractors to carry, in full force and effect during the term of any License Agreement at the Site, general liability insurance including personal property, bodily injury and worker's compensation. The policy of insurance shall be issued by a company authorized to do business in the state where the individual Site is located, and shall be in a minimum amount of \$2,000,000.00. Said policies shall name Tenant and Landlord as additional insureds. The Licensees will be required to provide certificates to Tenant evidencing that such insurance is in full force and effect and the policy shall obligate the insurance company to notify the Landlord and Tenant not less than thirty (30) days prior to the termination thereof.
- d. Landlord shall keep the buildings and improvements now existing or hereafter constructed at the Premises insured against loss by fire hazards included within the term "extended coverage", and such other hazards as deemed prudent for such properties and in such amounts so as to prevent co-insurance. The policy of insurance shall be issued by a company authorized to do business in the state where the individual Site is located. Landlord shall provide a certificate to Tenant evidencing that such insurance is in full force and effect and the policy shall obligate the insurance company to notify Tenant not less than thirty (30) days prior to the termination thereof or prior to a significant change therein.
- e. Landlord and Tenant agree to have included in their insurance policies a waiver of the insurer's right of subrogation against Landlord or any additional insured during the Term, or if such waiver should be unobtainable or unenforceable, (i) an agreement that such policies shall not be invalidated if the insured waives the right of recovery against the party responsible for a casualty covered by the policy before the casualty; or (ii) any other form of permission for the release of Landlord or any additional insured. The limits of such insurance shall, however, not limit any liability of Licensee hereunder.

- f. Upon the execution of this Agreement, and at least thirty (30) days prior to the expiration of such policies, Landlord and Tenant shall exchange certificates of insurance evidencing the above insurance policies.

15. DAMAGE AND REPAIR Tenant shall keep the Site, including any Communications Facilities thereon, in reasonable condition excepting reasonable wear and tear, casualty and condemnation and Tenant shall not commit waste or deterioration. If any and all of Tenant's Improvements and Licensee's equipment, fixtures, improvements and other items of personal property located on the Site are damaged or destroyed as a result of any omission, act, fault, negligence or misconduct of Landlord or any of Landlord's employees, agents, representatives or contractors, then Landlord shall promptly pay for the repair and/or replacement of said damaged or destroyed improvements, equipment, fixtures and personal property.

16. REPRESENTATIONS AND WARRANTIES

a. The Landlord Represents and Warrants That:

- i. Landlord has the full legal right and power and all authority and approvals required to execute and deliver this Agreement and to perform fully its obligations hereunder;
- ii. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Landlord in accordance with its terms;
- iii. No other consent, authorization, or approval of or filing of registration with any governmental or regulatory authority or any other person or entity is required in connection with the execution, delivery, and performance of this Agreement by the Landlord or for the use of the Site for the purposes described herein;
- iv. The execution, delivery, and performance of this Agreement by the Landlord will not:
 1. violate any statute, law, rule or regulation or any order, writ, or injunction of any court or governmental authority to which the Landlord is subject to or by which any of its assets may be bound; or
 2. violate, conflict with or constitute a default (or give risk to any right of termination, cancellation or acceleration) under any Agreement or restriction of any kind to which the Landlord is a party or by which any of its assets may be bound;
- v. Landlord is the owner and has good and marketable title to the Premises. There are no encumbrances, restrictions, covenants or deeds to secure debt, mortgages, liens or judgments encumbering the Premises except as set forth in **Exhibit A-1**. Landlord further warrants that there are no other encumbrances affecting title to the Premises and/or any agreements with any third parties that would prevent, impair or restrict Tenant from using the Site for all uses and purposes intended and/or contemplated by

Tenant as herein set forth in this Agreement except as set forth in **Exhibit A-1**. Except as expressly permitted under this Agreement, the Landlord covenants and agrees that the Landlord will not create or permit to be created any title encumbrances (including, without limitation, restrictions, easements, licenses, agreements, leases or tenancies) affecting the Site and the Rights and Easements in any matter whatsoever during the Term of this Agreement. Tenant, at Tenant's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure the suitability of the Site and the Rights and Easements for the purposes set forth herein. Landlord agrees to cooperate with Tenant's efforts to obtain the above mentioned documents or obtaining requested documentation as required by the title insurance company. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to provide any non-disturbance agreement required in this Agreement, Tenant, at Tenant's option, may withhold and accrue the rental compensation or any prorated portion thereof until such time as all such documentation is received by Tenant;

- vi. Landlord has not signed any listing agreement, dealt with or otherwise agreed to pay any commission, finder's fee or other like compensation to anyone in connection with this Agreement, the option to lease the Site, the lease of the Site or the transaction contemplated by this Agreement; and
- vii. Landlord agrees to indemnify and hold Tenant harmless from and against any such claims or costs, including attorney's fees, incurred as a result of any breach or misrepresentation by Landlord in this Paragraph 16(a).

b. The Tenant Represents and Warrants That:

- i. It is a corporation organized in accordance with the laws of the State of Delaware and duly authorized as a foreign corporation doing business in Connecticut;
- ii. The execution, delivery, and performance of this Agreement by Tenant is duly authorized and this Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms;
- iii. The execution, delivery, and performance of this Agreement by Tenant will not violate, conflict with or constitute a default under any Agreement to which Tenant is a party; and
- iv. Tenant will be responsible, at its expense, for all zoning, zoning approvals and approvals from the FCC and the FAA, for use of the Site for the construction and operation of Communications Facilities.

17. COMPLIANCE WITH LAWS

- a. Throughout the Term of this Agreement, Tenant, at its sole cost and expense, shall comply with all applicable laws, rules and regulations of all federal, state

and municipal authorities, agencies and departments thereof, including the FCC and the FAA.

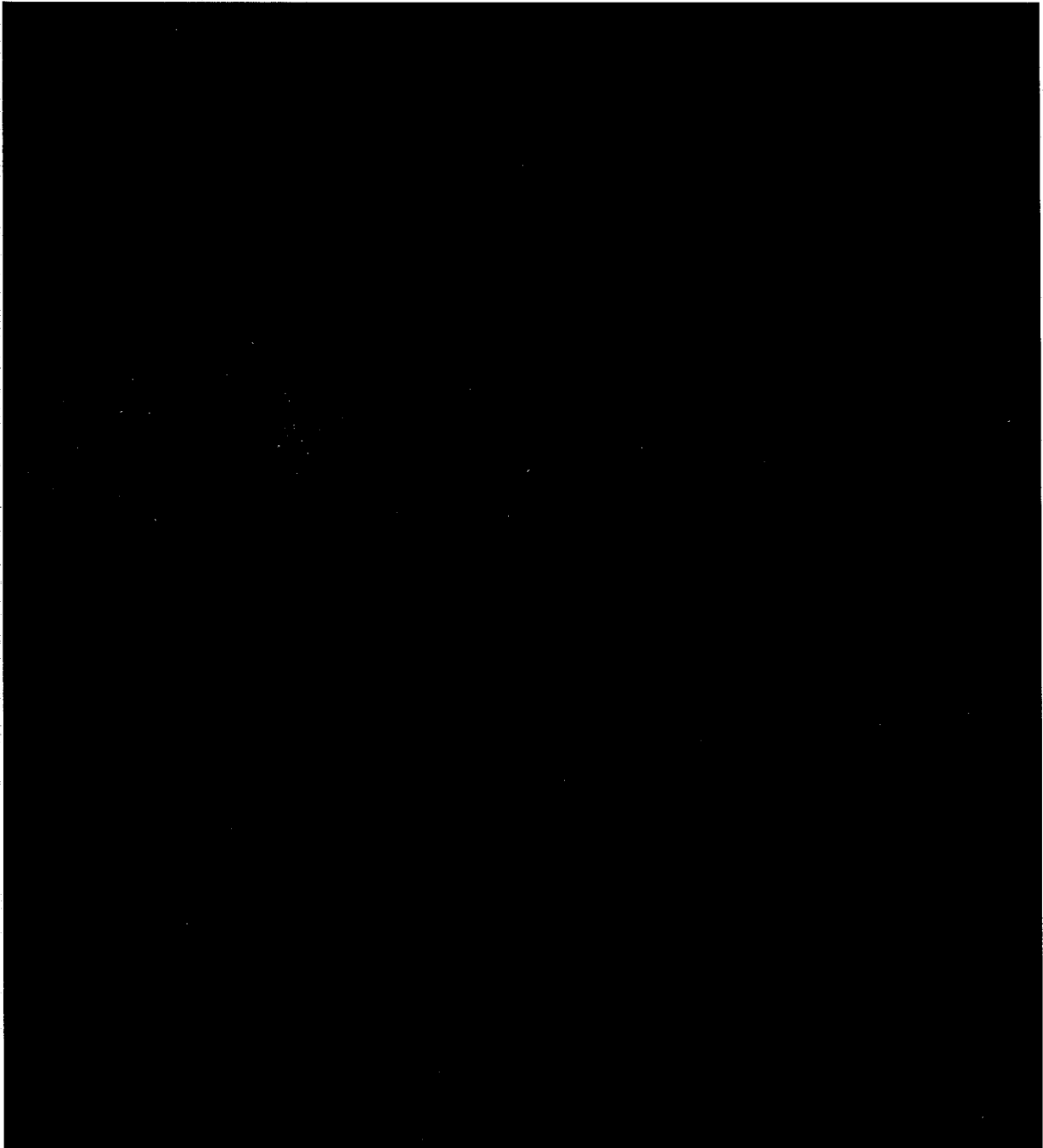
- b. Landlord shall comply with all applicable laws, rules and regulations of all federal, state and municipal authorities, agencies and departments thereof, having jurisdiction over the Premises.

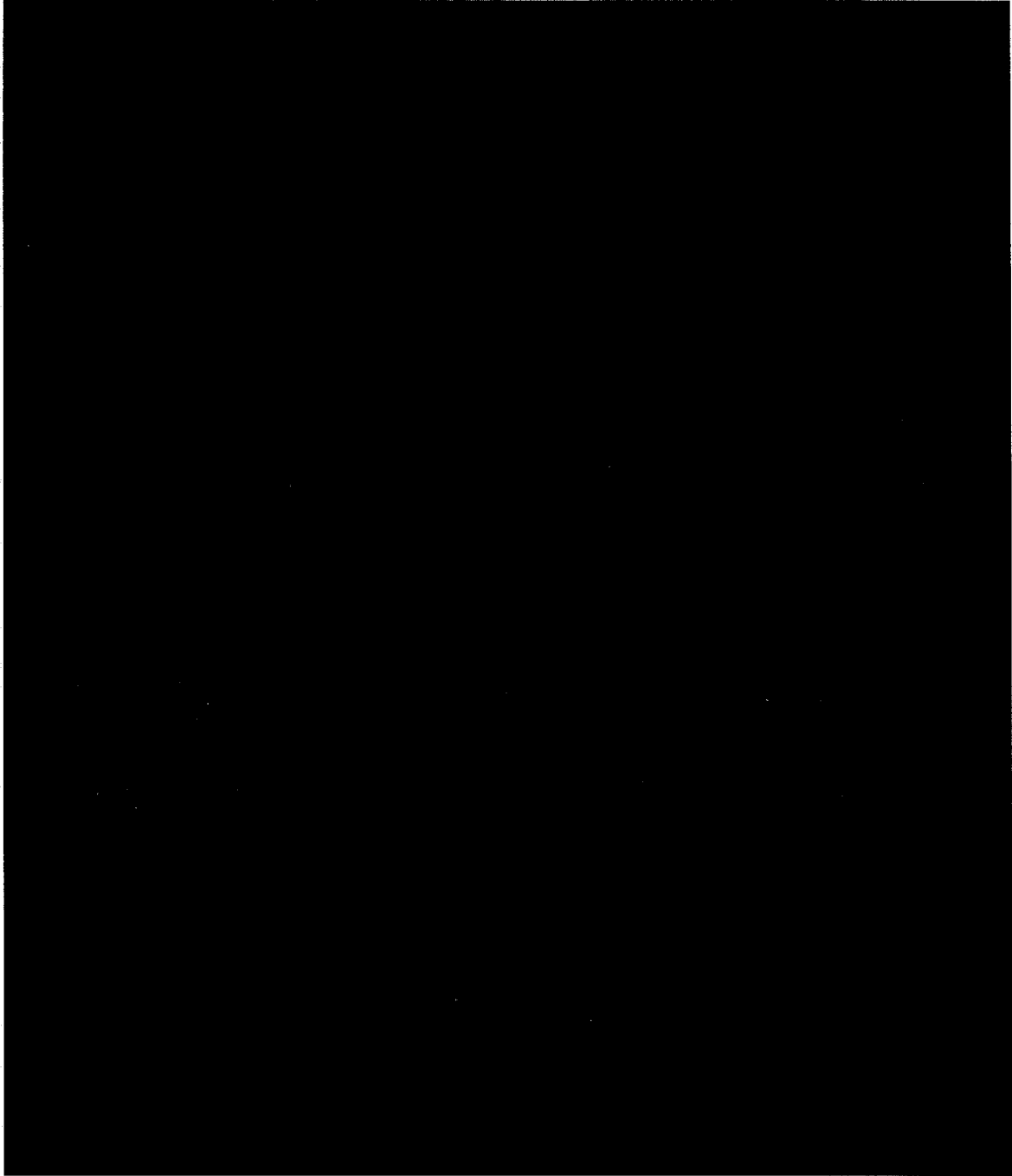
18. INSPECTIONS Landlord shall permit Tenant and Licensees during the entire Term of this Agreement and any extension thereof, free and unimpeded pedestrian and vehicular ingress and egress to the Premises, including, but not limited to, the Site, by Tenant and its employee, agents, contractors and government officials to conduct structural strength analyses, subsurface boring tests, environmental inspections, assessments and tests, radio frequency tests and such other tests, investigations and similar activities as Tenant may deem necessary or desirable in the Tenant's sole discretion (collectively, the "**Inspections**"), at the sole cost of Tenant. Tenant and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Premises, including, but not limited to, the Site, to conduct such Inspections. Tenant shall indemnify and hold Landlord harmless against any actual loss or actual damage for personal injury and physical damage to the Premises, excepting reasonable wear and tear, that solely and directly arise out of the willful misconduct or gross negligence of the Tenant with respect to Tenant's conduct of Inspections permitted under this Paragraph 18.

19. SURVEY During the entire Term of this Agreement, Landlord also hereby grants to Tenant the right to survey the Premises, including, but not limited to, the Site and the Rights and Easements or any portion thereof (the "**New Survey**"). The legal description of the Site and/or the Rights and Easements as set forth or depicted on any New Survey shall at the sole option of the Tenant, then automatically become **Exhibit C**, which New Survey shall be attached hereto and made a part hereof upon Tenant's written notice to the Landlord stating Tenant's election to attach the New Survey as **Exhibit C** to this Agreement. The New Survey shall control in the event of any discrepancies in the description and/or location of the Site and any Rights and Easements between the New Survey and **Exhibit B**.

20. GOVERNMENTAL APPROVALS Landlord agrees and acknowledges that Tenant's ability to use the Site is contingent upon its obtaining all licenses, certificates, permits, zoning approvals and other approvals that may be required by any and all federal, state or local authorities in connection with the use, construction, installation, maintenance and removal of telecommunications facilities, improvements, structures and equipment at the Site (collectively the "**Approvals**"). Landlord shall cooperate with Tenant during the entire Term of this Agreement in obtaining such Approvals and the Landlord further agrees that, promptly upon the request of Tenant, at the cost and expense of Tenant, Landlord will execute applications and other documentation for Approvals as may be filed with respect to the Premises, including, but not limited to, the Site, including, but not limited to, a Letter of Authorization attached hereto as **Exhibit D** and made a part hereof. Landlord shall take no action that would adversely affect the Site and the proposed use thereof by the Tenant. If at any time during the Term of this Agreement, Tenant determines that it is unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant for any reason whatsoever, or Tenant determines that the Site is unsuitable for use for the operation of Communications Facilities or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be

unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant, Tenant shall have the right to terminate this Agreement by written notice to Landlord and all rentals paid to Landlord prior to the termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement, including, but not limited to, the obligations set forth in Paragraph 4 above.





22. **RIGHT OF FIRST REFUSAL**: If Landlord proposes during the Term to:

(i) sell or otherwise transfer all or any portion of the Premises, whether separately or as part of a larger parcel of which the Premises is a part,

(ii) sell or otherwise transfer by grant, easement or other legal instrument an interest in and to that portion of the Premises occupied by Tenant, or a larger portion, thereof, for the purpose of operating and maintaining communications

facilities or the management thereof, with or without an assignment of this Agreement to such party, or

(iii) sell or transfer, by easement or otherwise, all or any portion of its rights or interests in, under or to this Agreement,

Then:

- a. Landlord shall provide written notice to Tenant and Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell or grant the easement or interest to such third person in accordance with the terms and conditions of such third party offer (the "Offer"). If Landlord changes the economic terms and conditions from those contained in the original Offer sent to Tenant, then Landlord shall be obligated to offer such revised terms to Tenant pursuant to a new Offer. For purposes of this Paragraph, any transfer, bequest or devise of the Landlord's interest in the Site as a result of the death of the Landlord, whether by will or intestate succession, shall not be considered a sale for which the Tenant has any right of first offer. In addition, Tenant's rights to purchase as set forth in this Paragraph 22 shall be binding upon each and every subsequent owner, buyer and/or transferee of the Premises; and
- b. Such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Tenant's rights hereunder under the terms of this Agreement. To the extent that Landlord grants to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by Tenant for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement or any portion to said third party, Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for full performance of this Agreement.

23. TRANSFER OF INTEREST Landlord shall provide Tenant with notice upon or immediately after a sale or transfer of Landlord's interest in the Premises or this Agreement. Landlord shall require the buyer or transferee to assume in writing all of the obligations of Landlord under this Agreement. Notwithstanding anything contained herein to the contrary, Landlord shall continue to remain liable for all accrued liability, if any, up to the date of such sale or transfer and Landlord shall continue to remain liable hereunder after such sale or transfer. The Landlord agrees that the Landlord shall obtain a written assumption agreement in favor of Tenant from each and every buyer or transferee that shall provide for the assumption by each and every buyer or transferee of all obligations of the Landlord under this Agreement to the satisfaction of Tenant.

24. EXCLUSIVE USE AND INTERFERENCE If in the Tenant's sole judgment, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any facilities, structures, improvements or equipment on the Premises, Landlord agrees, at its sole cost and expense, to take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within forty-eight (48) hours, Landlord agrees to immediately cease using the facilities, structures, improvements or equipment which is creating the

interference or require the party causing the interference to cease using the facilities, structures, improvements or equipment which is creating the interference until the interference is resolved. If Landlord cannot eliminate such interference after using its best efforts to do so, the Tenant, at Tenant's sole option may terminate this Agreement without further obligation or liability on the part of Tenant, other than Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.

25. QUIET ENJOYMENT Landlord covenants that Tenant, on paying the consideration as specified herein and performing the covenants, terms and conditions required of Tenant contained herein, shall peaceably and quietly have, hold and enjoy the Site and the leasehold estate created hereunder together with the Rights and Easements and all other rights, privileges and benefits granted to Tenant under this Agreement.

26. CONDEMNATION If the whole of the Premises or such portion thereof as will make the Site unusable or unsuitable or interferes with the Tenant's use or operation of the Site for Communications Facilities as determined by Tenant in its sole discretion, or if any area subject to Rights and Easements granted to Tenant hereunder, is condemned by any legally constituted public authority, then this Agreement, and the Term hereby granted, shall, in Tenant's sole option, cease from the time of Tenant's election to terminate this Agreement, and rental shall be equitably prorated and accounted for as between Landlord and Tenant as of that date. Except as set forth above, a partial taking or condemnation shall not affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this paragraph shall be construed to limit or adversely affect Tenant's right to an award of compensation in any condemnation proceeding for (i) the taking of Tenant's leasehold interest hereunder and the special value of Tenant's rights under the Agreement; (ii) the taking of Tenant's Improvements; and (iii) any and all Tenant's expenses, losses (including, but not limited to, Tenant's loss of business and any interruption in business arising therefrom), damages, moving and/or relocation expenses incurred in connection therewith.

27. SUBORDINATION This Agreement shall be subordinate to any deed to secure debt or mortgage by Landlord which now or hereafter may encumber the Site, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, in a separate agreement with Tenant, agree that in the event of a foreclosure or conveyance in lieu of foreclosure affecting Landlord's interest in the Site, such holder shall recognize and confirm the validity and existence of this Agreement and the rights, benefits and interests of Tenant hereunder, and this Agreement shall continue in full force without any disturbance by the holder and Tenant shall have the right to continue its use and occupancy of the Site, use of all Rights and Easements, and the use and enjoyment of all other rights, interests and benefits granted hereunder in accordance with the provisions of this Agreement as long as Tenant is not in default of this Agreement beyond applicable notice and cure periods. Tenant shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Site is encumbered by a deed to secure debt or mortgage on the commencement date of this Agreement, Tenant shall furnish to Landlord a non-disturbance agreement, and Landlord, no later than ten (10) days after receipt of such non-disturbance agreement, shall return to Tenant such non-disturbance agreement executed in recordable form by the holder of each deed to secure debt or mortgage. Tenant may, at Tenant's option, terminate this Agreement at any time if a non-disturbance agreement satisfactory to Tenant is not executed by each and every holder of each deed to secure debt or mortgage as required in this Paragraph.

28. BREACH

- a. If Tenant shall fail to pay any rental amounts payable under this Agreement within thirty (30) days of when such applicable payment was due and payable to the Landlord pursuant to Paragraph 5 above ("**Monetary Breach**"), or if Tenant should fail to perform any other of the material covenants, terms or conditions of this Agreement (a "**Non-Monetary Breach**"), then Landlord shall, prior to exercising any rights or remedies against Tenant on account thereof, first furnish Tenant with written notice of the applicable failure or breach and Tenant shall thereafter have thirty (30) days to cure a Monetary Breach and ninety (90) days to cure a Non-Monetary Breach. Notwithstanding the foregoing, if the Non-Monetary Breach is not reasonably capable of being cured within said ninety (90) day period, then Tenant shall be afforded such additional time to cure the Non-Monetary Breach as may be reasonably necessary provided that Tenant promptly commences curing of the Non-Monetary Breach within sixty (60) days after notice thereof and Tenant prosecutes the curing of the Non-Monetary Breach with due diligence.
- b. If Landlord should fail to perform any material covenants, terms or conditions of this Agreement (Non-Monetary Breach), then Tenant shall, prior to exercising any rights or remedies against Landlord on account thereof, first furnish Landlord with written notice of the applicable failure or breach and Landlord shall thereafter have ninety (90) days to cure the Non-Monetary Breach. Notwithstanding the foregoing, if the Non-Monetary Breach is not reasonably capable of being cured within said ninety (90) day period, then Landlord shall be afforded such additional time to cure the Non-Monetary Breach as may be reasonably necessary provided that Landlord promptly commences curing of the Non-Monetary Breach within sixty (60) days after notice thereof and Landlord prosecutes the curing of the Non-Monetary Breach with due diligence.

29. NOTICE OF LEASE At the request of Tenant, Landlord agrees to execute a notice or memorandum of this Agreement in the form more particularly described in **Exhibit E** attached hereto and made a part hereof for recording on the applicable land records in compliance with applicable law. Such notice or memorandum of this Agreement shall contain a description of the Site, the Rights and Easements, the Term of this Agreement and such other additional information desired by Tenant to be recorded in the applicable land records for the purpose of giving public notice thereof to third parties.

30. LANDLORD ESTOPPEL CERTIFICATES Landlord agrees, within ten (10) days of Tenant's request, to execute and deliver to Tenant or any assignee or transferee, on a form prepared by or on behalf of the party so requesting, an estoppel certificate (i) ratifying the Agreement and confirming that there are no modifications or amendments to the Agreement, except as may be stated in the certificate, (ii) confirming the commencement and expiration dates of the Agreement, (iii) certifying to the best of Landlord's knowledge and belief that Tenant is not in default under the Agreement, and that there are no offsets or defenses to enforcement of the Agreement, except as may be stated in the certificate, and (iv) stating the date through which annual rental has been paid.

31. **NOTICES** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, or delivering such notice to an overnight commercial courier service addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

Tenant: Message Center Management, Inc.
40 Woodland Street
Hartford, CT 06105

Landlord: Connecticut Yankee Council, Inc., Boy Scouts of America
60 Wellington Road
P.O. Box 32
Milford, CT 06460

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

32. **CONFIDENTIALITY** Except for the recording of the Notice of Lease of this Agreement on the applicable land records and as otherwise required by law, Landlord or its employees 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 Tenant, unless authorized to do so in writing by Tenant. "**Confidential Information**" means (i) all terms of this Agreement; (ii) all information regarding Tenant's processes, products, strategies, technology, machinery, customers, prospective customers, or apparatus; (iii) all drawings, data, sketches, plans, reports, test results, reports of errors, problems, defects or suggestions prepared by or for Tenant or provided by Tenant in connection with this Agreement; (iv) all information that should reasonably be understood by Landlord to be confidential or proprietary based on the nature of the disclosure or of the information; and (v) 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 at the time of the initial disclosure or that has become known through no act or failure to act on the part of Landlord. Landlord 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.

33. **FURTHER ASSURANCES** Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Site and any and all Communications Facilities contemplated by Tenant thereon) as the other may reasonably require to consummate, evidence or confirm this Agreement, including, but not limited to, the Agreement contained herein, in the manner contemplated hereby. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to provide any Non-Disturbance Agreement required in this Agreement, Tenant may, in addition to all other rights and remedies available to Tenant under this Agreement and/or applicable law, withhold and accrue the rental compensation payable under the Agreement until such time as all such documentation is received by Tenant.

34. **NO PARTNERSHIP** Landlord does not, in any way or for any purposes, hereby become a partner of Tenant in the conduct of Tenant's business or otherwise, or joint ventures or a member of a joint enterprise with Tenant.

35. **HAZARDOUS SUBSTANCES** Landlord hereby warrants and affirms that to the best of Landlord's knowledge after reasonable investigation there are no hazardous substances in, on or under the Premises. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive, carcinogenic, toxic or bio-hazardous, (iii) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto, or (iv) any substance the presence of which on the Premises requires investigation or remediation under any Environmental Law, as the same may hereafter be amended. "**Environmental Law**" means any and all federal, state and local laws, rules, regulations, orders, permits, licenses, registrations, consent agreements, guidelines, standards or policies that regulate or impose standards of liability or conduct with respect to the protection of human health, the environment, or natural resources, including without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., and the Emergency Planning and Community Right-to-Know Act (SARA Title 4, 42 U.S.C. Sec. 11001 et seq.

36. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

- a. Landlord hereby warrants and affirms that the Premises, Landlord's use of the Premises, and Landlord's operation of any business or facility on the Premises, complies with all Environmental Laws. Landlord further warrants and affirms that at least until such time as the expiration of the Lease, Landlord will continue to comply with all Environmental Laws with respect to the Premises and Landlord's use thereof and operation thereon. Landlord will be solely responsible for, and shall pay all costs associated with, all of Landlord's obligations of compliance with any and all Environmental Laws and any environmental conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now or formerly conducted in, on, or in any way related to, the Premises unless such activity was conducted by Tenant.
- b. In the event that any hazardous substance is discovered in any soil, surface water, ground water, or soil vapor in, on or under the Premises, Landlord shall immediately notify Tenant of such discovery and provide Tenant with all information and details that it may have regarding the discovery. If such hazardous substance did not result from Tenant's use of the Site and Tenant's operations thereon, Landlord shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Landlord. In the event that such discovery of hazardous substance on the Premises did result from Tenant's use of the Site and Tenant's operations, thereon, Tenant shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of

Tenant or Licensee. In no event, however, shall any such investigation, remediation or monitoring interfere with Tenant's use of the Site, Rights and Easements and/or operations of Communications Facilities thereon.

37. ENVIRONMENTAL INDEMNITY Landlord hereby agrees to defend, indemnify and hold Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation attorneys and consultants' fees), sanctions, penalties, assessments and claims of any and every kind and nature, paid, incurred or suffered by, or asserted against, Tenant for, with respect to, or as a direct or indirect result of, any of the following:

- (a) Landlord's breach of its warranties and obligations as set forth in paragraphs 35, 36 and 37 hereof.
- (b) the presence in, on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises (including any structures on the Premises) or any portion thereof, of any hazardous substances not caused by Tenant;
- (c) the storage, disposal, transport or treatment of any hazardous substances not generated by Tenant at the Premises;
- (d) Landlord's failure to comply with any Environmental Law; and
- (e) any lien against the Premises or any portion thereof or any interest or estate therein created, permitted or imposed by the Environmental Laws, provided that such lien is not caused by Tenant's actions or failure to act.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE LEASE AGREEMENT.

38. FORCE MAJEURE If either party is unable in whole or in part to carry out its obligations hereto by any reasons of force majeure, said party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of Government of the United States of America of any of its departments, agencies, political subdivisions, or officials, or any civil or military authority, insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms of extraordinary force; floods; washouts; droughts; civil disturbances; explosions; disruptions to equipment's manufacturing process, including labor strikes and lockouts, beyond the control of either party; the inability of an equipment manufacturer to deliver equipment ordered by either party in a timely manner due to reasons beyond the control of the party.

39. BINDING EFFECT This Agreement and the terms, conditions and obligations hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of Landlord and Tenant. It is understood and agreed that each of the terms, provisions, covenants and agreements made by Landlord in this Agreement, whether affirmative or negative in nature, shall run with the land of the Premises for the benefit of the Site and shall be binding upon Landlord and each successive owner during its ownership of any portion of the Premises and upon each person having an interest therein derived through the owner thereof.

40. **ENTIRE AGREEMENT** This Agreement constitutes the complete agreement by and between Tenant and Landlord. This Agreement cannot be modified or supplemented in any manner except by a written agreement executed by Landlord and Tenant. **Exhibit A, Exhibit A-1 and Exhibit B** attached to this Agreement are incorporated into this Agreement and made a part of this Agreement. A New Survey shall, at the option of the Tenant, be attached to and made a part of this Agreement as **Exhibit C** upon notice from Tenant to Landlord. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the Landlord and Tenant, and no verbal or oral agreements, promises, statements, assertions or representations by Landlord or Tenant or any employees, agents, contractors or other representations of either, shall be binding upon Landlord or Tenant. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

41. **MAINTENANCE** Landlord shall maintain the Premises surrounding the Site in good condition and state of repair.

42. **ARBITRATION** All controversies relating to, in connection with or arising out of this Agreement, its modification, making or authority or obligations of the signatories hereto, and whether involving the principals, agents, brokers, or others who actually subscribe hereto, shall be settled by binding arbitration in accordance with the Rules of Arbitration of the American Arbitration Association. The Arbitration Proceeding to be heard by one arbitrator and under the "Rules of Commercial Arbitration" as they exist at the effective date of this Agreement (including provisions as to payment of fees and expenses). Arbitration shall be held in the State of Connecticut. All notices or service shall be made as required by the aforesaid rules.

43. **SEVERABILITY** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Agreement will be valid or enforceable to the fullest extent permitted by law.

44. **GOVERNING LAW** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Site is located.

45. **CONSTRUCTION** Each provision of this Agreement has been mutually negotiated, prepared and drafted; each party has been represented by legal counsel, and in connection with the construction of any provision hereof or deletions herefrom no consideration shall be given to the issue of which party actually prepared, drafted, requested or negotiated any provision or deletion.

IN WITNESS WHEREOF, each of the undersigned have duly authorized and executed this Agreement as of the date and year first above written.

**LANDLORD: CONNECTICUT YANKEE
COUNCIL, INC., BOY SCOUTS OF AMERICA**

Karen L. Carati
Witness

By: Charles L. Flowers Date: September 29, 2016

Michael Marcell
Witness

Print Name: Charles L. Flowers

Title: Scout Executive / CEO

**TENANT:
MESSAGE CENTER MANAGEMENT, INC.**

Stam
Witness

By: Maria A. Scotti Date: 11-14-16

Sho Duro
Witness

Print Name: Maria A. Scotti
Title: Director

EXHIBIT A

Legal Description of Premises

All that certain piece or parcel of land with the improvements thereon, situated in the Town of Redding, County of Fairfield and State of Connecticut bounded and described as follows, to wit:

Beginning at an iron pin set in a rock located on a course south 23° east, eight (8) feet from the southeasterly corner of the springhouse now or formerly standing over the spring on said parcel of land known as "Brandy Spring"; running thence north 68° west fifty (50) feet to a corner marked by an iron pin set in a rock; thence north 22° east fifty (50) feet to a corner marked by an iron pin set in a rock; thence south 68° east fifty (50) feet to a corner marked by an iron pin set in a rock; and thence south 22° west fifty (50) feet to the point or place of beginning, together with the right of ingress and egress to and from the said parcel of land over the adjoining property now or formerly of the American Telephone and Telegraph Company along the route of the pipelines hereinunder mentioned, being the same premises conveyed by James L. Blackman and Mrs. Blackman, his wife, to the American Telephone and Telephone Company by deed dated the 19th day of April, 1921, and recorded in the office of the Redding Land Records on the 21st day of April 1921 in Vol. 33 at page 558 and 559.

Together with the right, privilege and such duty to construct, replace, relocate, maintain and use a water pipe upon, over, across and under the property now or formerly owned by James L. Blackman in said Town of Redding, which lies between the parcel of land known as "Brandy Springs" and the highway paralleling and adjacent to the right of way of the New York, New Haven and Hartford Railroad Company, and, until such pipe is installed, the right to maintain and use the water pipe now located across and through the said property of the said James L. Blackman and extending from the parcel of land known as "Brandy Spring" to the lands now or formerly of the New York, New Haven and Hartford Railroad Company known as "Brookside Park", together with the right of access to said property for the purpose of replacing, relocating and maintaining said pipes or either of them.

Also any and all rights which the grantor has or may have to lay or maintain water pipes or other fixtures or appurtenances in connection with the spring and water supply of the above-described premises, either upon lands now or formerly of the American Telephone and Telegraph Company, or otherwise.



EXHIBIT A-1

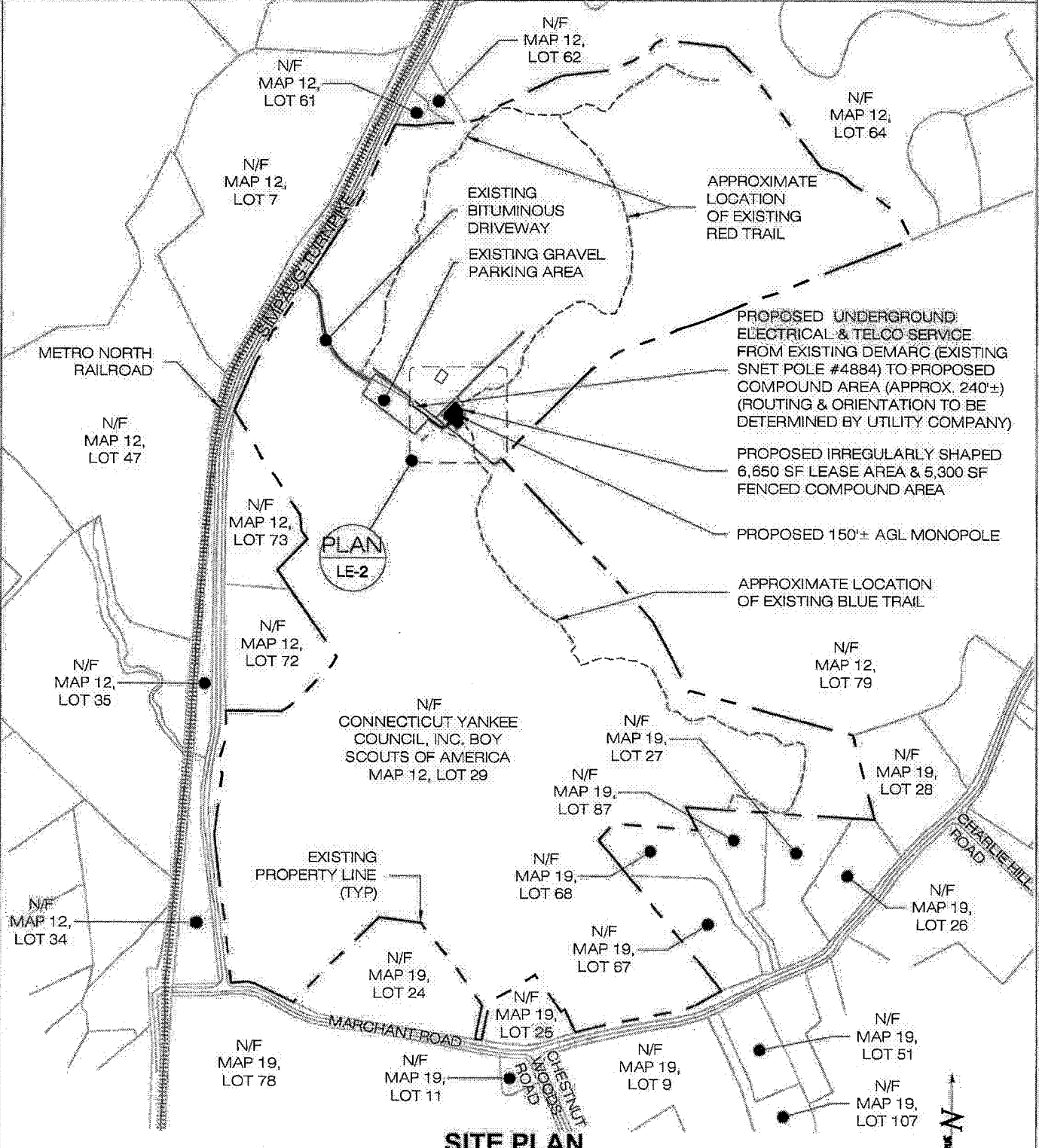
Encumbrances Affecting the Premises

EXHIBIT B

Site Diagram of Site and Rights and Easements

SEE FOLLOWING FOUR (4) PAGES



 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>3 SADDLEBROOK DRIVE KILLINGWORTH, CT 06419 WWW.ALLPOINTS TECH.COM</p> <p>PHONE: (860)-663-1697 FAX: (860)-663-0935</p>	<p>APT FILING NUMBER: CT-283-360</p>		 <p>MESSAGE CENTER MANAGEMENT 40 WOODLAND STREET HARTFORD, CT 08105 OFFICE: (888) 973-7483</p>	<p>MCM SITE NUMBER: CT-XXX</p>
	<p>LE-1</p>			<p>BSA REDDING 3 MARCHANT ROAD REDDING, CT 06896</p>
	<p>SCALE: AS NOTED</p>	<p>DRAWN BY: RCB</p>		<p>DATE: 10/15/14</p>

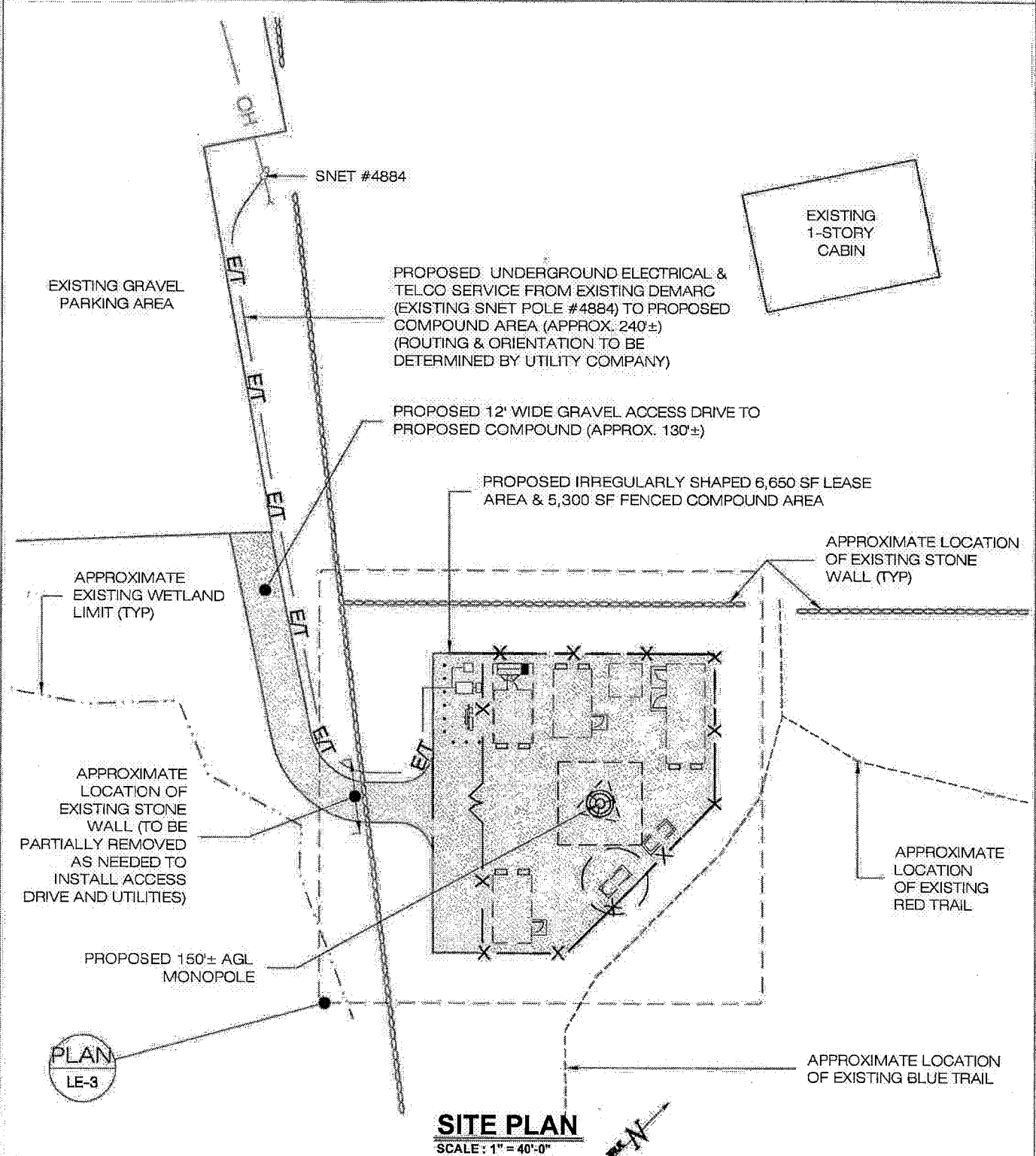


REV1: 10/21/14: REVISE COMPOUND: SMC

SITE PLAN
SCALE: 1" = 600'-0"

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>3 SADDLEBROOK DRIVE KILLINGWORTH, CT 06419 WWW.ALLPOINTSTECH.COM</p> <p>PHONE: (860)-603-1697 FAX: (860)-663-0935</p>	<p>APT FILING NUMBER: CT-283-360</p>		 <p>MESSAGE CENTER MANAGEMENT 40 WOODLAND STREET HARTFORD, CT 06105 OFFICE: (888) 973-7483</p>	<p>MCM SITE NUMBER: CT-XXX</p>
	<p>LE-2</p>			<p>BSA REDDING 3 MARCHANT ROAD REDDING, CT 06896</p>
	<p>SCALE: AS NOTED</p>	<p>DRAWN BY: RCB</p>		
	<p>DATE: 10/16/14</p>	<p>CHECKED BY: SMC</p>		


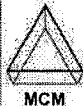


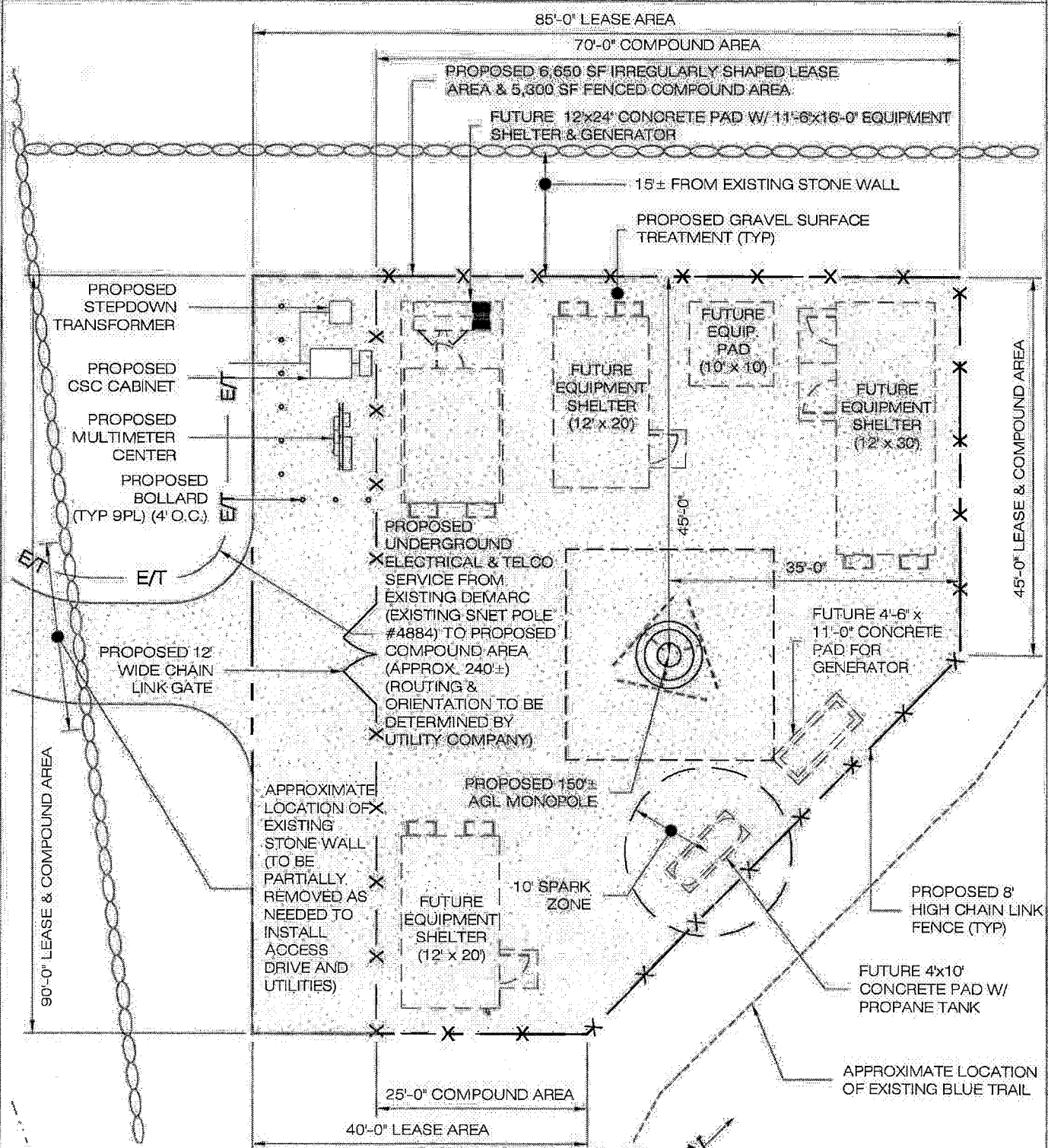
PLAN
LE-3

SITE PLAN
SCALE: 1" = 40'-0"

REV1: 10/21/14: REVISE COMPOUND: SMC

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>3 SADDLEBROOK DRIVE KILLINGWORTH, CT 06419 WWW.ALLPOINTSTECH.COM</p> <p>PHONE: (860)-663-1697 FAX: (860)-663-0935</p>	<p>APT. FILING NUMBER: CT-283-360</p> <p>LE-3</p>		 <p>MESSAGE CENTER MANAGEMENT 40 WOODLAND STREET HARTFORD, CT 06105 OFFICE: (860) 973-7483</p>	<p>MCM SITE NUMBER: CT-XXX</p>
	<p>SCALE: AS NOTED</p>	<p>DRAWN BY: RCB</p>		<p>BSA REDDING 3 MARCHANT ROAD REDDING, CT 06896</p>
<p>DATE: 10/16/14</p>		<p>CHECKED BY: SMC</p>		





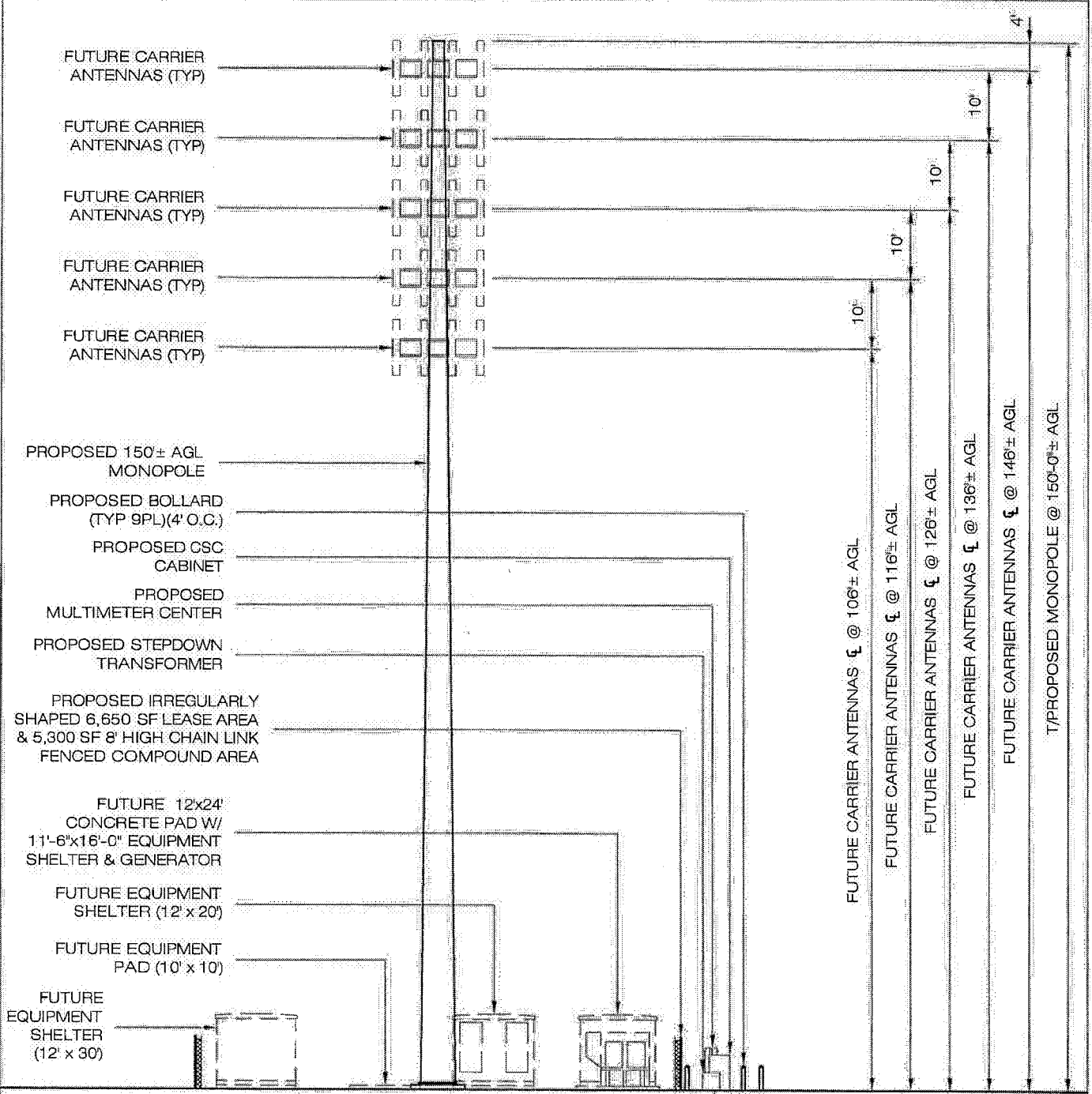
COMPOUND PLAN

REV1: 10/21/14: REVISE COMPOUND: SMC

SCALE: 1/4" = 1'-0"

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>3 SADDLEBROOK DRIVE KILLINGWORTH, CT 06419 WWW.ALLPOINTSTECH.COM</p> <p>PHONE: (860)-663-1297 FAX: (860)-663-0935</p>	<p>APT FILING NUMBER: CT-283-360</p> <p>LE-4</p>	 <p>MESSAGE CENTER MANAGEMENT 40 WOODLAND STREET HARTFORD, CT 06105 OFFICE: (888) 973-7483</p>	<p>MCM SITE NUMBER: CT-XXX</p>
	<p>SCALE: AS NOTED</p>		<p>DRAWN BY: RCB</p>
	<p>DATE: 10/16/14</p>		<p>CHECKED BY: SMC</p>
			<p>BSA REDDING 3 MARCHANT ROAD REDDING, CT 06896</p>



PROPOSED UNDERGROUND ELECTRICAL & TELCO SERVICE FROM EXISTING DEMARC (EXISTING SNET POLE #4884) TO PROPOSED COMPOUND AREA (APPROX. 240'±) (ROUTING & ORIENTATION TO BE DETERMINED BY UTILITY COMPANY)

NORTHWESTERN ELEVATION

SCALE: 1" = 20'-0"

REV1: 10/21/14: REVISE COMPOUND: SMC

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment"), dated as of the 24th day of July, 2017, is by and between **CONNECTICUT YANKEE COUNCIL, INC., BOYS/SCOUTS OF AMERICA**, with an address of 60 Wellington Road, P.O. Box 32, Milford, Connecticut 06460 (hereinafter collectively referred to as "Landlord") and **MCM COMMUNICATIONS, LLC** as successor in interest to Message Center Management, Inc., with an address of 40 Woodland Street, Hartford, Connecticut 06105 ("Tenant").

WITNESSETH:

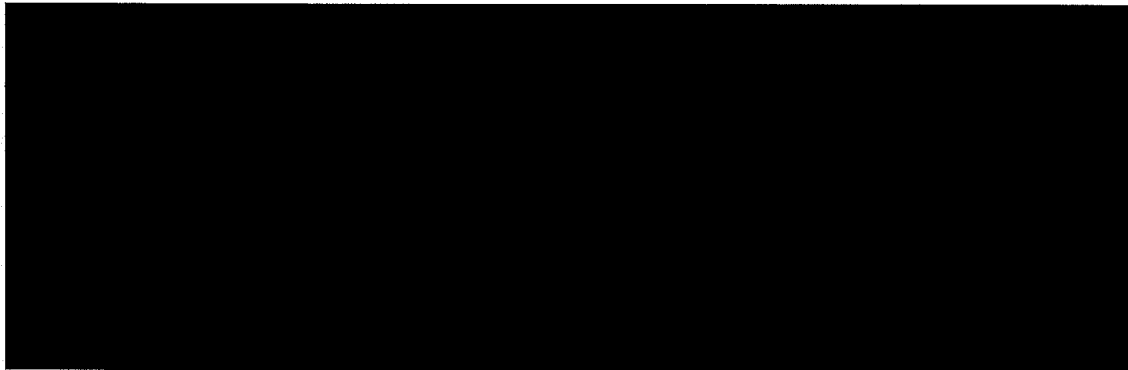
WHEREAS, Landlord and Tenant have executed a certain Lease Agreement dated as of November 15, 2016 (the "Agreement") and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Owner agree the Agreement is hereby amended as follows:

1. Paragraph **1) DEFINITIONS** subsection (d) of the Agreement is hereby deleted in its entirety and replaced with the following:

d. "GCR" as used in this Agreement refers to gross collected receipts arising from license payments from Licensees at the Site that are actually collected and received by MCM during a monthly billing cycle. GCR shall specifically exclude sums, fees and/or payments payable by Licensees to MCM for utility consumption (including power and electricity usage), antenna installation and maintenance, site preparation, construction costs, intermodulation study, facilities coordination fee, Generator usage fees, Propane Tank usage fees, etc.



3. Paragraph 46 **GENERATOR** is hereby added to the Agreement as follows:

46. GENERATOR

a. Tenant shall install and own one (1) generator on the Site (the “**Generator**”) as shown on Exhibit B for the shared use of Licensees (excluding all non-paying Licensees). Tenant shall install and own a new one-thousand-gallon propane tank (“**Propane Tank**”) on the Site. Any fees collected by Tenant from Licensees for Generator usage shall be excluded from GCR. Tenant shall not permit Licensees to install generators or any other equipment on the Site that uses a fuel source other than the Propane Tank.

4. Except as hereinabove expressly amended, the terms and provisions of the Agreement remain in full force and effect, and the same are hereby expressly ratified.

5. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

LANDLORD: CONNECTICUT YANKEE COUNCIL, INC., BOYS SCOUTS OF AMERICA

By: Charles L Flowers Date: 6-22-17

Print Name: Charles L Flowers Date: 6-22-17

Title: Scout Executive

Witness: [Signature] Date: 6-22-17

Witness: [Signature] Date: 6-22-17

TENANT: MCM COMMUNICATIONS, LLC

By: [Signature] Date: 7-24-17

Print Name: Henry M. Zachs Date: _____

Title: Managing member

Witness: [Signature] Date: 7-24-17

Witness: [Signature] Date: 7-24-17

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION BY MCM HOLDINGS, LLC
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION MAINTENANCE AND OPERATION
OF A WIRELESS TELECOMMUNICATIONS
FACILITY AT 3 MARCHANT ROAD (CAMP HOYT)
288 SIMPAUG TURNPIKE (Parcel No. 12-29),
REDDING, CONNECTICUT

DOCKET NO. 517

November _____, 2023

PROTECTIVE ORDER

WHEREAS, the financial provisions in the lease agreements between Connecticut Yankee Council, Inc., Boys Scouts of America (the "Landlord") and MCM Holdings, LLC ("MCM") (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, MCM would be harmed by the disclosure of the Confidential Information;

WHEREAS, MCM 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 MCM 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: _____, 2023

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

**DOCKET NO. 517
MCM HOLDINGS, LLC**

NONDISCLOSURE AGREEMENT

MCM Holdings, LLC (“MCM”) agrees to make available to _____ (“Recipient”) confidential and proprietary information filed in Connecticut Siting Council Docket No. 517 (“Confidential Information”) subject to restrictions stated herein:

1. Any information provided to the Recipient and labeled “Confidential Information” by MCM 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. 517.
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 MCM could adversely affect MCM. 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 MCM.

RECIPIENT:

By: _____

Date: _____