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STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

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

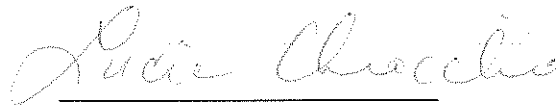
DOCKET NO. 452

October 1, 2014

ORIGINAL

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE
OF THE EXACT MONTHLY RENT IN THE LEASE AGREEMENT BETWEEN
HOMELAND TOWERS, LLC (LESSOR) AND SALISBURY SCHOOL INCORPORATED
AND COMMUNICATIONS LICENSE AGREEMENT BETWEEN HOMELAND TOWERS
LLC AND NEW CINGULAR WIRELESS PCS, LLC

In furtherance of the Council's ruling in Docket 366, Applicant Homeland Towers, LLC ("Homeland Towers"), respectfully moves for a protective order related to the disclosure of the exact monthly rent and financial terms in the Ground Lease Agreement with Salisbury School, Inc. (Salisbury School) and in the Communications License Agreement with New Cingular Wireless, PCS, LLC ("AT&T") (Together the "Agreements"). The Siting Council's evaluation of the Applicants' proposed facility should not be based on the financial terms of Homeland Tower's Agreements as that information does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, Homeland Towers 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 and other financial terms of the Agreements are not relevant to this proceeding and should be excluded from any public disclosure. In furtherance of this motion, portions of the Agreements with the unredacted portions specifying the monthly rent and other financial terms has been provided in the included sealed envelope and marked "Confidential: Disclosure of the Contents is Bound by Protective Order Issued by the Siting Council" with a redacted copy of the lease included with this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.



Lucia Chiocchio, Esq.
Cuddy & Feder LLC
Attorneys for the Applicant

SITE NAME: Salisbury
LESSOR: Salisbury School Inc.
LEASE NO.: CT114

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this 25th day of January 2013 (the "Effective Date") by and among SALISBURY SCHOOL, INCORPORATED, a Connecticut nonstock corporation ("LESSOR") and HOMELAND TOWERS, LLC, a New York limited liability company ("LESSEE").

Recitals

- A. WHEREAS, LESSOR is the owner of the following described property located at 250 Canaan Road, Salisbury, CT (Map/Lot: 16/5), a site plan of which is set forth in Exhibit "A" hereto (the "Property"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of LESSEE's equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and
- C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. **Option to Lease.** (a) In consideration of the payment of [REDACTED] (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of eighteen (18) months, commencing upon the date of mutual execution of this Agreement and ending eighteen (18) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the Option for two (2) additional twelve (12) month periods (each, an "Extension Period") by giving written notice to LESSOR prior to the end of the then-current Option Period, which notice shall be accompanied by an additional option fee payment of [REDACTED] (the "Additional Option Fee"). As used herein, "Option Period" means the Initial Option Period and any applicable Extension Period(s).

(b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing.

(c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

(d) If LESSEE does not exercise the Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other except as otherwise set forth in this Agreement.

2. **Premises.** Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property for the construction, operation and maintenance of LESSEE's Telecommunications Facilities, together with all reasonably necessary access rights for ingress and egress and utilities, as generally described in Section 8 of this Agreement and depicted in Exhibit "B" hereto (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises,

located at 250 Canaan Road, Salisbury, CT 06068, is comprised of approximately Five Thousand Six Hundred Twenty Five (5,625) square feet of ground space.

3. **Permitted Use.** (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, towers, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "Permitted Use").

(b) LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications; letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; and (iii) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises solely with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to the placement of any restriction(s) or limitation(s) on the Leased Premises that would restrict, limit, or prevent LESSEE's ability to use the Leased Premises in the manner set forth in this Section 3.

(c) LESSEE shall perform, at LESSEE's expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, Permitted Use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, with respect to the Investigations by: (i) granting LESSEE a license to enter the Leased Premises and conduct the Investigations on, under and over the Leased Premises; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations.

(d) In addition to the provisions of Section 10 below, prior to LESSEE's construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

(e) During the Term, LESSOR shall have the non-exclusive right to install, maintain, and operate radio communications equipment for its internal communications purposes (limited to one antenna, transmission line and base station) at a location to be determined by LESSEE and shall enter into a no- license fee agreement with LESSEE to be negotiated in good faith by the parties. LESSEE (through its contractor) shall be responsible for providing LESSEE's equipment and for the one time installation of the equipment provided that such installation and equipment shall not total an amount greater than [REDACTED]

4. **Term.** (a) The initial term of this Agreement ("Initial Term") shall be ten (10) years, commencing on the date of LESSEE's exercise of the Option (the "Commencement Date"). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for four (4) additional five (5) year renewal terms (each, a "Renewal Term"), and collectively, the "Renewal Terms"). Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. As used herein, "Term" means the Initial Term and any applicable Renewal Term(s).

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is six (6) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

5. **Rent.** (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly rent the greater of: (i) an amount equal to [REDACTED] ("Base Rent"), or (ii) [REDACTED] of Gross Income as defined herein ("Percentage Rent"). Together the Base Rent or Percentage Rent are referred to as

"Rent". The Rent shall be payable in equal monthly installments in advance on the first day of each month to LESSOR ("Rent Due Date"); Rent for any partial month will be prorated. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: 251 Canaan Road, Salisbury, CT 06068. As used herein, "Rent Commencement Date" means the earlier of (i) the six (6) months after the Commencement Date, or (ii) the date on which LESSEE starts construction at the Leased Premises, or (iii) the date on which the LESSEE first receives any revenue from a Customer.

(b) During the Initial Term and any Renewal Terms, the monthly Base Rent due hereunder shall be increased by an amount equal to [REDACTED], over the Base Rent applicable during the previous year and on each subsequent anniversary thereof to an amount equal to [REDACTED] over the monthly Base Rent in effect immediately prior to the adjustment date (the "Base Rent Annual Increase").

(c) In addition to the Base Rent Annual Increase, commencing with the equipment installation and first payment to LESSEE by LESSEE's second Customer, the Base Rent shall be increased as follows:

- (i) Upon the installation of LESSEE's second Customer, the then-current Base Rent shall be increased by [REDACTED]
- (ii) Upon the installation of LESSEE's third Customer (and each subsequent customer thereafter), the then-current Base Rent shall be increased by [REDACTED]

LESSEE shall promptly notify LESSOR any time any Customer enters into a sublease or license with LESSEE or occupies space at the Leased Premises.

(d) Gross Income shall be defined as the income actually received by LESSEE from the Customers during the applicable month or portion thereof in connection with their occupancy of the Telecommunications Facilities on the Leased Premises. The parties agree and acknowledge that the following fees, reimbursements, taxes, and pass-throughs paid to LESSEE by the Customers are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Customers; (ii) operating expense, common area cost, and tenant improvement fees and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) any and all insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) all sums collected from Customers for taxes (including, to the extent applicable, sales and use taxes, excise taxes, and similar taxes) for which LESSEE is responsible; (vii) unforfeited security deposits; and (viii) any proceeds applicable to LESSEE's assignment of the Agreement.

(e) Effective on each anniversary of the Commencement Date, LESSEE shall provide LESSOR a statement of LESSEE's Gross Income during the applicable calendar year period (or portion thereof). Such statement will be accompanied by the certification of LESSEE's Chief Financial Officer (or his/her designee) confirming that the statement and the Percentage Rent payments were calculated in accordance with this Section 5. LESSOR shall have the right to audit the financial records of LESSEE relating to its operation of the Telecommunications Facilities for the most recent four-year period of operations, upon thirty (30) days written notice to LESSEE, and the amount of any underpayment or overpayment shall be paid to the party entitled thereto. The cost of any such audit shall be borne by LESSOR; provided that if such audit discloses that LESSEE's Gross Income has been understated by LESSEE by more than 2%, then LESSEE shall reimburse LESSOR for the cost of such audit.

6. **Interference.** LESSEE agrees to install Telecommunication Facilities of the type and frequency which will not cause interference which is measurable in accordance with then existing industry standards to any facilities of LESSOR or other tenants on the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event LESSEE's Telecommunication Facilities causes such interference as indicated by an independent third party radio frequency engineer's report, to be prepared and paid for by LESSEE, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to identify those Customer(s) involved in such interference and work with its Customers to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down any equipment and later powering up such equipment for intermittent testing pursuant to applicable FCC rules, regulations and policies. In no event will LESSOR be entitled to terminate this Agreement or relocate the Telecommunication Facilities as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that materially and adversely interferes with the operations of LESSEE. If after sixty (60) days LESSOR or LESSEE cannot eliminate such interference, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate the Agreement immediately upon written notice to the other party.

7. **Construction of Improvements.** (a) From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or

relocate any or all of the Telecommunications Facilities. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the obligation to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) The Telecommunication Facilities shall be initially configured as generally set forth in Exhibit "C," hereto (the "Compound Plan"). LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities.

(d) The Telecommunications Facilities shall be the property of and owned by LESSEE. LESSOR and LESSEE each covenants and agrees that neither the Telecommunications Facilities nor any part of the improvements constructed, erected or placed by LESSEE on the Leased Premises shall become or be considered as being affixed to or a part of the Leased Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of the Parties hereto that the Telecommunications Facilities and all improvements of every kind and nature constructed, erected or place by LESSEE on the Leased Premises shall be and remain the property of LESSEE.

8. Access. (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (LESSEE's "Access Rights"). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, as depicted on Exhibits "B" and "C", parking rights, and (ii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them.

(b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the tower portion of the Telecommunications Facilities is being constructed, LESSOR grants to LESSEE and its Customers the right to use such portions of the Property as are reasonably required for the construction and installation of the tower, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property as are reasonably necessary for the storage of construction materials and equipment, as more particularly depicted on Exhibit "C" entitled "Temporary Work Area."

9. Utilities. (a) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify the existing utilities at the Leased Premises (including, without limitation, telephone service and electricity). LESSEE shall, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as depicted on Exhibits "B" and "C" as reasonably necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents.

10. Default, Removal, Holdover and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed three (3) months; and further provided that the cure period for any monetary default shall be [thirty (30)]days from the defaulting party's receipt of the other party's written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the

Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE.

(b) Except as expressly limited by this Agreement, a party's termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

(c) In the event the LESSEE terminates this Agreement as set forth in Section 10(a) (ii-iv), LESSEE shall pay LESSOR the amount of \$5,000.00 as an early termination fee at the same time if exercises and notifies LESSOR of such termination.

(d) **Removal at End Term.** LESSEE shall, upon expiration or earlier termination of the Term, but not later than sixty (60) days after any expiration or termination of the Agreement, remove all its building(s) (except footings and conduits), tower and tower foundations down to grade, equipment, fixtures and all personal property and other Telecommunication Facilities and restore the Leased Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Leased Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of all the building(s), tower(s), fixtures and all personal property are completed, the provisions of this Section 10.A shall survive the expiration or earlier termination of this Agreement. To secure this removal obligation of LESSEE, LESSEE shall on or before the Commencement Date provide LESSOR with a performance bond or letter of credit ("Security") in the amount of \$25,000.00 and shall cause such Security to be valid and enforceable during the Term hereof. Notwithstanding the foregoing, LESSOR acknowledges and agrees that LESSEE shall only provide one Security for the removal obligation of the Telecommunications Facilities and in the event LESSEE is required to provide Security to a municipality or governmental entity as a condition to guarantee the removal of the Telecommunications Facilities, LESSEE may not provide Security to the LESSOR but instead to the municipality or governmental entity also requiring such Security.

(e) **Holdover.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Section 10.A herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Section 4 and this Section 10.B, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Section 10.A shall be increased to one hundred and fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

11. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate jurisdiction (each, an "Act of Condemnation"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Indemnification. Subject to the provisions of Section 14 below, LESSEE shall indemnify and hold LESSOR harmless from and against any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of LESSEE and LESSEE's agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSEE Parties") occurring in or about the Leased Premises or the Property during the Option Period or Term. LESSOR shall indemnify and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, LESSEEs, licensees, invitees, and

contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. **Hazardous Substances.** LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity's engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law. LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. **Insurance.** a) During the Option Period and the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: \$1,000,000.00 for injury to any one (1) person, and \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) Property Damage: replacement cost for all of LESSEE's equipment located at the Leased Premises (collectively, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR's written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR's request.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14(c) shall survive the expiration or earlier termination of this Agreement.

15. **Taxes.** LESSOR shall be responsible for all real and personal property taxes, assessments and similar charges assessed against the Property and LESSOR's property thereon. Notwithstanding the foregoing, LESSOR represents that it is currently exempt from real property and personal property taxes against the Property and its property thereon. LESSEE shall be responsible for filing any necessary returns/renditions for and paying any and all real property and personal property taxes levied or assessed against LESSEE's Leased Premises, Telecommunications Facilities or the improvements constructed by LESSEE on the Leased Premises. Taxes are not to be considered as additional rent, but rather as a direct payment to the taxing authority or, if applicable, as a reimbursement to LESSOR which will be separately billed by LESSOR to LESSEE. LESSEE shall be responsible for and pay for any documented increase in ad valorem real estate taxes levied against the Leased Premises which are directly attributable to the improvements constructed by LESSEE on the Leased Premises and are not separately levied or assessed by the taxing authorities against LESSEE or the improvements of LESSEE. LESSOR shall pay all other ad valorem real property taxes levied against the Leased Premises on or before the date such taxes become delinquent. LESSOR hereby agrees that if the taxes which are levied against the LESSOR and LESSEE's improvements on LESSOR's property are incorrectly assessed, LESSEE maintains the right to appeal the tax assessment to the appropriate governmental authority, which appeal shall be paid for by LESSEE. If applicable, LESSOR shall furnish LESSEE within thirty (30) days of receipt by LESSOR or LESSOR's representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Premises and LESSEE's improvements therein. LESSEE shall promptly pay any applicable tax bill(s) any and all applicable interest and lien fees associated therewith.

16. **Quiet Enjoyment, Title and Authority.** (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Leased Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the

covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSOR agrees that, during the Term of this Agreement, LESSOR will not grant a lease, sublease, license, or other right to use (i) the Property, any portion thereof, (ii) or any property that is adjacent thereto that may be owned by LESSOR and which is located within a radius of 5,000 feet of the Leased Premises to any other person or entity for the operation of antenna and/or telecommunications facilities.

17. Notices. All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE to: Homeland Towers, LLC
Attn: Manuel Vicente
46 Mill Plain Road, 2nd Floor
Danbury, CT 06811
Telephone: 203-297-6345
Facsimile: _____

If to LESSOR to: Salisbury School, Inc.
Attn: John Magiera, CFO
251 Canaan Road
Salisbury, CT 06068
Telephone: 860-435-5700
Facsimile: _____

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

18. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, LESSOR agrees, upon not less than ten (10) business days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the "LESSOR Estoppel") certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the LESSOR Estoppel.

(b) LESSOR shall use reasonable good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE'S property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

(i) As long as this Agreement is not terminated by LESSOR in accordance with the terms and conditions of this Agreement, LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit such Customers to remain in occupancy thereof so long as such Customer (i) is not in default of any material obligation under its sublease/license with LESSEE beyond any applicable notice and cure period, and (ii) agrees in writing, if required by LESSOR, to substitute the parties and recognize LESSOR as its lessor under such sublease/license;

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognize LESSEE's mortgagee as LESSEE hereunder upon any such exercise by LESSEE's mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE's mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's mortgagee, LESSEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). As of the Effective Date of this Agreement, notices to LESSEE's lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, Texas 75039, or to such other address/and or lender as may be specified by LESSEE from time to time during the Term hereof. LESSOR further agrees that no default shall be deemed to have occurred under this Agreement unless LESSOR gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall construed as obligating LESSEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

19. Assignment and Subletting LESSEE shall have the right to assign its interest in this this Agreement, whether in whole or in part, without LESSOR's consent to InSite Towers, LLC, a Delaware limited liability company and to any entity provided that the assignee has the equivalent or better financial position than LESSEE and assumes, recognizes and also agrees to become responsible to the LESSOR for the performance of terms and conditions of this Agreement to the extent of such assignment. Prior to any such assignment an subject to execution of a confidentiality agreement by LESSOR, the LESSEE shall provide the LESSOR with current financial statements of the intended assignee. In addition, LESSEE shall have the right to license or sublet the Leased Premises, in whole or in part, without LESSOR's consent, for the Permitted Use set forth in Section 3.

20. Right of First Refusal. If during the term of this Agreement, LESSOR receives a bona fide offer ("Bona Fide Offer") from an unaffiliated third party to purchase LESSOR's interest under this Agreement, LESSOR's rights to receive rents under the term of this Agreement and/or to enter into a lease or option after the term of this Agreement that LESSOR is willing to accept, LESSEE shall have the right of first refusal ("Right of First Refusal") to so acquire or lease the same. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer and LESSEE shall have not more than fifteen (15) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect thereto. If LESSEE fails to exercise its Right of First Refusal, this Agreement hereunder shall remain in full force and effect. Moreover, if LESSEE fails to so exercise its Right of First Refusal, then such Right of First Refusal shall lapse with respect to the Bona Fide Offer (but not with respect to any subsequent Bona Fide Offers if LESSOR fails to close a transaction with a third party in accordance with the terms of the Bona Fide Offer within one hundred eighty days (180) of the date of LESSEE's waiver of such Right of First Refusal). The parties agree and acknowledge that the Right of First Refusal set forth in this paragraph shall not apply to offers pertaining to the sale of all or substantially all of the assets of LESSOR (which assets include the Property).

21. Miscellaneous. (a) This Agreement, including Exhibits A-D hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) LESSOR shall if required by LESSEE, not later than thirty (30) days following the Effective Date hereof, provide LESSEE with a copy of LESSOR's organizational documents which may include, by way of example, LESSOR's Articles of

Incorporation, By-Laws, Partnership Agreement, Operating Agreement and the like, which documents shall evidence LESSOR's authority, right, and ability to enter into this Agreement as well as the signature authority of the LESSOR representative who executed this Agreement on LESSOR's behalf.

(c) Upon the request of LESSEE, the parties shall execute the Notice of Lease attached hereto and incorporated herein as Exhibit "D" (the "Notice"). LESSEE may cause the Notice to be recorded, at LESSEE's sole cost and expense, in the official land records of the town in which the Leased Premises are located.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Leased Premises are located, without regard to the choice of law rules thereof.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.


(f) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

Salisbury School, Inc.
("LESSOR")

By: 
Name: John Magiera
Title: Business Manager

Tax ID: 

Homeland Towers, LLC
("LESSEE")

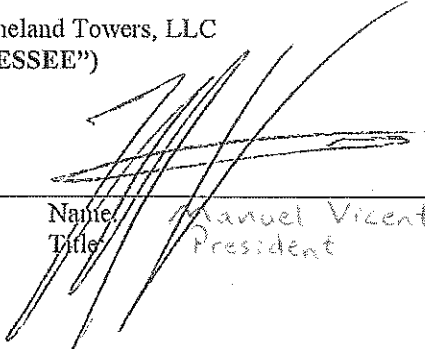
By: 
Name: Manuel Vicente
Title: President

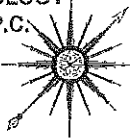
EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN OF PROPERTY

LESSEE reserves the right to replace this Exhibit A during the Term of this Agreement with a legal description of the Property.

ALL-POINTS TECHNOLOGY CORPORATION, P.C.

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT. 06419
PHONE: (860) 663-1697
FAX: (860) 663-0935
www.allpointstech.com



APT FILING NUMBER: CT-283-170

LE-1

SCALE: AS NOTED

DRAWN BY: RCB

DATE: 04/30/12

CHECKED BY: SMC

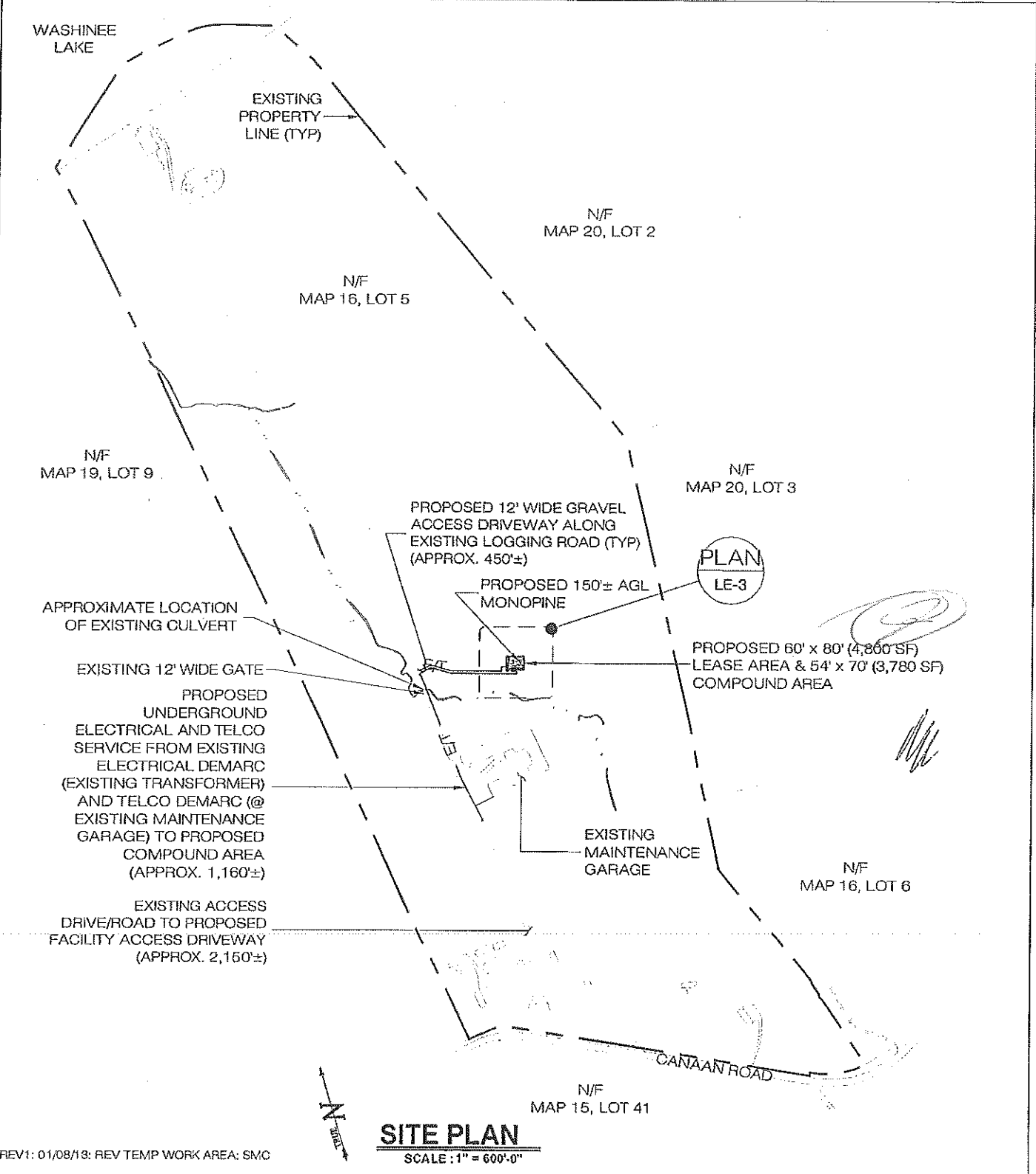


HOMELAND TOWERS

46 MILL PLAIN ROAD
DANBURY, CT 06811

**HOMELAND TOWERS:
CT114 - SALISBURY**

CT114 - SALISBURY
251 CANAAN ROAD
SALISBURY, CT 06068



REV1: 01/08/13: REV TEMP WORK AREA: SMC

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

EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT

DEPICTION/DESCRIPTION OF LEASED PREMISES¹

The Leased Premises includes ground space.

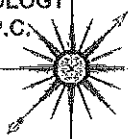
The Leased Premises includes rooftop space.

Refer to Exhibits A and C for descriptions.

¹ LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the "Leased Premises Legal Description"). Effective on the date of LESSEE's delivery of the Leased Premises Legal Description to LESSOR, such Legal Description shall replace the text of this Exhibit.

ALL-POINTS TECHNOLOGY CORPORATION, P.C.

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT. 06419
PHONE: (860)-663-1697
FAX: (860)-663-0935
www.allpointstech.com



APT FILING NUMBER: CT-283-170

LE-2

SCALE: AS NOTED

DRAWN BY: RCB

DATE: 04/30/12

CHECKED BY: SMC

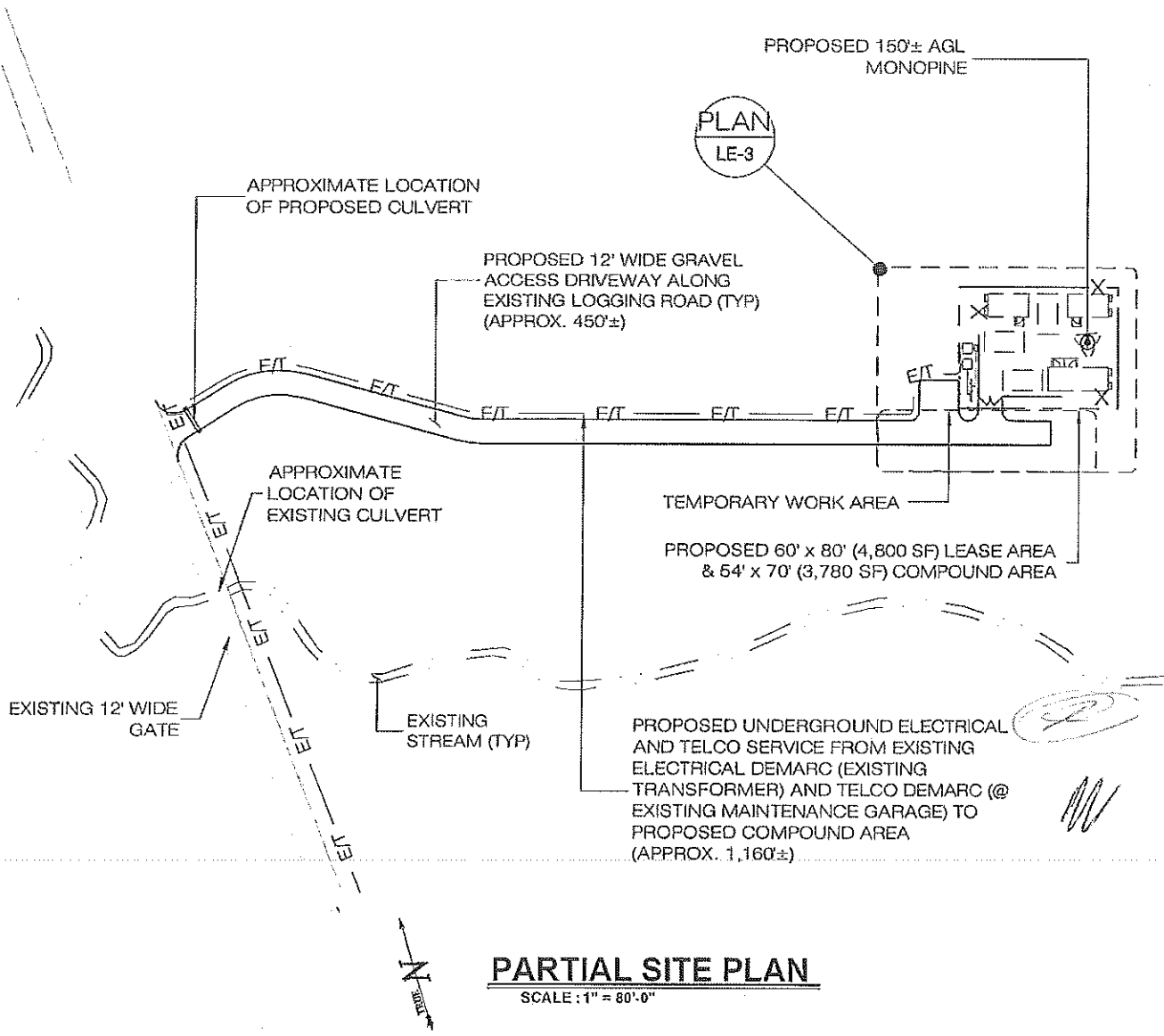


HOMELAND TOWERS

46 MILL PLAIN ROAD
DANBURY, CT 06811

**HOMELAND TOWERS:
CT114 - SALISBURY**

CT114 - SALISBURY
251 CANAAN ROAD
SALISBURY, CT 06068



PARTIAL SITE PLAN
SCALE: 1" = 80'-0"

REV1: 01/08/13: REV TEMP WORK AREA: SMC

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

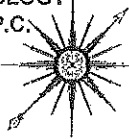
EXHIBIT "C" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN²

² LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the As-Built Site Plan to LESSOR, such As-Built Site Plan shall replace the text of this Exhibit.

ALL-POINTS TECHNOLOGY CORPORATION, P.C.

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT. 06419
PHONE: (860)-663-1697
FAX: (860)-663-0935
www.allpointstech.com



APT FILING NUMBER: CT-283-170

LE-3

SCALE: AS NOTED

DRAWN BY: RCB

DATE: 04/30/12

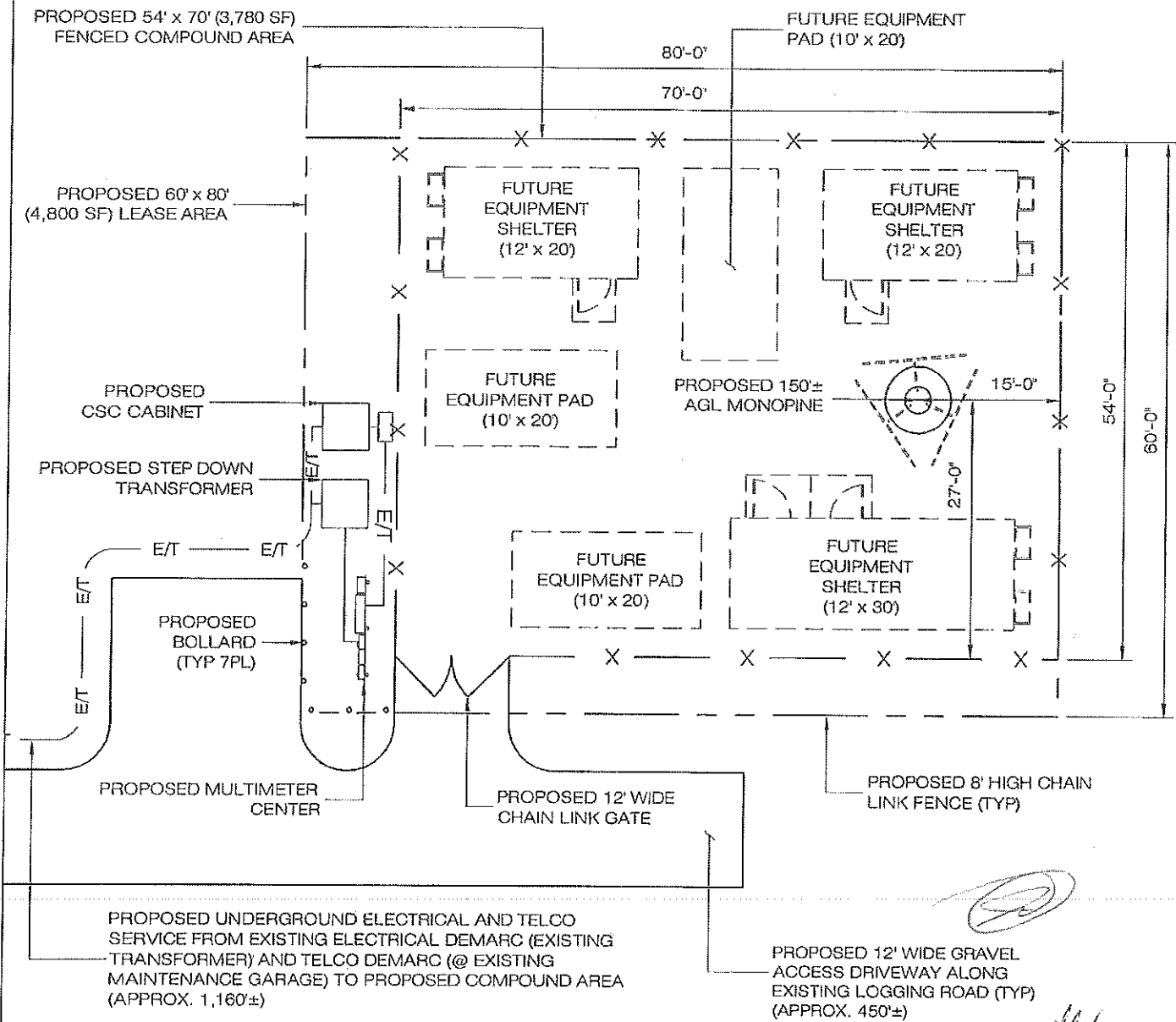
CHECKED BY: SMC



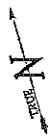
HOMELAND TOWERS
46 MILL PLAIN ROAD
DANBURY, CT 06811

**HOMELAND TOWERS:
CT114 - SALISBURY**

CT114 - SALISBURY
251 CANAAN ROAD
SALISBURY, CT 06068



REV1: 01/08/13: REV TEMP WORK AREA: SMC



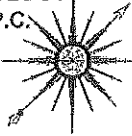
COMPOUND PLAN

SCALE: 1/16" = 1'-0"

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

ALL-POINTS TECHNOLOGY CORPORATION, P.C.

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT, 06419
PHONE: (860)-663-1697
FAX: (860)-663-0335
www.allpointstech.com



APT FILING NUMBER: CT-283-170

LE-4

SCALE: AS NOTED

DRAWN BY: RCB

DATE: 04/30/12

CHECKED BY: SMC



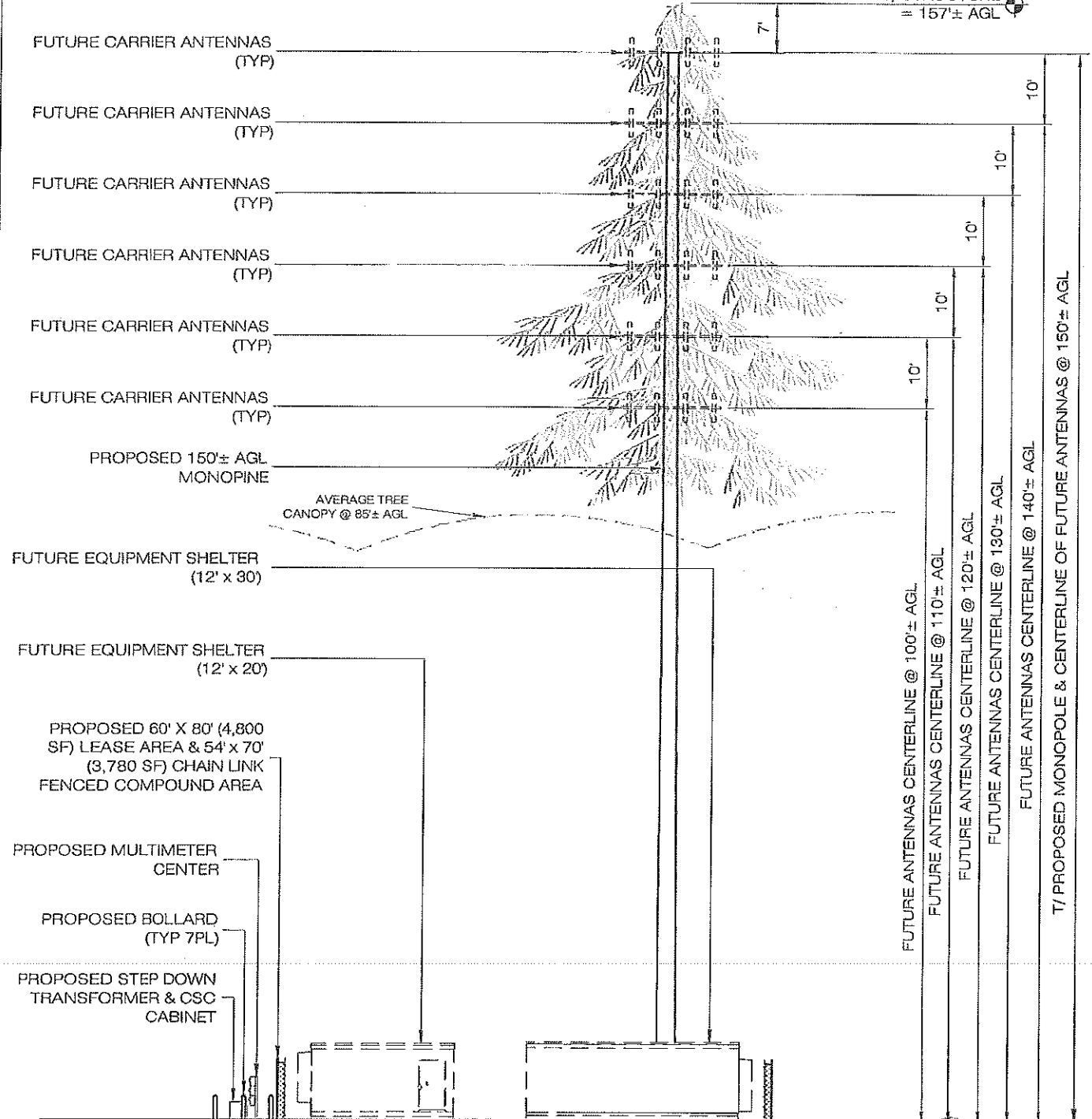
HOMELAND TOWERS

48 MILL PLAIN ROAD
DANBURY, CT 06811

HOMELAND TOWERS:
CT114 - SALISBURY

CT114 - SALISBURY
251 CANAAN ROAD
SALISBURY, CT 06068

T/ STRUCTURE
= 157'± AGL



NORTHERN ELEVATION

SCALE: 1" = 20'-0"

REV1: 01/08/13: REV TEMP WORK AREA: SMC

(Handwritten signature and initials)

Market: New England
Cell Site Number: S4073D
Cell Site Name: Salisbury School Canaan Road
FA Number: 12676421
Address: 250 Canaan Road
Salisbury, CT

Site No.: CT114 Salisbury
Licensor: Homeland Towers

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement ("Agreement") is entered into this 10th day of January, 2014 ("Execution Date"), between Homeland Towers, LLC, a New York limited liability company ("LICENSOR") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("LICENSEE").

1. **Scope of License.** Subject to the terms and conditions of this Agreement and the underlying Master Lease, LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment, antennas, cable runs, electrical and communications equipment, equipment shelter(s) and other supporting equipment described in attached Exhibit A, annexed hereto ("Equipment") at LICENSOR's communication site described in Exhibit B, annexed hereto ("Site"), at the location described in Exhibit C, annexed hereto ("Licensed Premises") together with the nonexclusive right to use, subject to the terms, conditions, and covenants of this Agreement, the rights-of way shown on Exhibit C for cable runs from the tower to the ground space, ingress and egress and electric and telephone utility services. LICENSOR also grants LICENSEE a non-exclusive Right of Way two (2) feet in total width immediately adjacent to the ground space for the purpose of installing, maintaining and operating grounding equipment (the "Grounding Right-of-Way"). LICENSEE shall have the right to use the Grounding Right-of-Way for any purpose not inconsistent with the rights granted herein; provided however, that LICENSEE shall not construct any buildings or other structures within the Grounding Right-of-Way. All of the above rights-of-way shall be in locations designated by LICENSOR (collectively, the "Rights-of-Way"), which Rights-of-Way LICENSOR may relocate at LICENSOR's sole expense from time to time provided such relocation does not materially impair LICENSEE operations. LICENSOR and LICENSEE acknowledge that LICENSOR is unable to obtain utility service on behalf of LICENSEE and that LICENSEE is solely responsible for working directly with the utility companies to obtain utility service for the Licensed Premises; provided however, that all utility plans (including, without limitation, plans for the Grounding Right-of-Way) must be approved in writing by the LICENSOR in accordance with the installation of LICENSEE's Equipment, such approval not to be unreasonably withheld, conditioned, or delayed by LICENSOR.

2. **Term.** (a) The "Initial Term" of this Agreement shall be for a period of ten (10) years beginning on the "Commencement Date" which shall be the earlier of: (i) the date upon which LICENSEE commences construction of the Equipment on the Site, not including the start of any work performed by a public utility; or (ii) thirty (30) days following notice from LICENSOR that the tower is substantially complete for LICENSEE to commence construction of the Equipment on the Site. (b) The "Renewal Term(s)" of this Agreement shall be four (4) additional periods of five (5) years each, except that the fourth (4th) Renewal Term shall end at the same time as the term of the Master Lease described in Section 17 below if the term of the Master Lease ends prior to the end of the fourth (4th) Renewal Term. The Renewal Term(s) shall commence automatically without further action on the part of LICENSOR or LICENSEE.

3. **License Fee.** Beginning on the Commencement Date, LICENSEE shall pay to LICENSOR a monthly fee of _____ (the "License Fee"). The License Fee shall be payable in equal monthly installments in advance on the first day of each month to LICENSOR and shall be sent to the attention of Homeland Towers, LLC, Re: CT114 AT&T, 22 Shelter Rock Lane, Building C, Danbury, CT 06810, or to such other address as designated in writing by LICENSOR. The License Fee shall be prorated for any partial month occurring during the then current term on the actual number of days in such month. LICENSOR agrees to provide LICENSEE 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 LICENSEE. The initial License Fee payment will be forwarded by LICENSEE to LICENSOR within forty-five (45) days after the Commencement Date.

(a) Effective on the anniversary of the Commencement Date of this Agreement during each year of the Initial Term and any Renewal Term(s), the then current License Fee payable by LICENSEE to LICENSOR shall be increased by an amount equal to _____ over the License Fee payable by LICENSEE for the preceding twelve (12) month period.

(b) LICENSEE shall pay any charges to install utilities and telco to the Licensed Premises, including emergency power generators, and shall 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 LICENSEE at the Licensed Premises with such payments made directly to the applicable utility entity.

(c) If LICENSEE remains in possession of the Licensed Premises at the expiration of the Initial Term or the expiration of any applicable Renewal Term, such tenancy shall be deemed to be a month-to-month license under the same terms and conditions of this

Agreement, except that the License Fee payable during such holdover period shall be one hundred fifty percent (150%) of the License Fee payable during the last year of the immediately preceding term.

(d) LICENSEE shall pay when due any personal property taxes or other taxes assessed against LICENSEE's personal property that is located within the Licensed Premises, and LICENSOR shall pay all real property taxes and all other similar taxes and assessments in the amount(s) currently levied against the Site or personal property and improvements thereon owned and maintained by LICENSOR. LICENSEE shall pay, as an additional fee, to LICENSOR its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site directly as a result of LICENSEE'S installation over the real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement ("Pro-rata Charges"), and LICENSOR agrees to furnish proof of any such increase to LICENSEE. Nothing herein shall require LICENSEE to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon LICENSOR. LICENSOR agrees to provide LICENSEE, within thirty (30) days of receipt of the same, reasonable supporting documentation from the appropriate taxing authority and LICENSEE shall pay the Pro-rata Charges to LICENSOR for receipt no later than thirty (30) days before such are due to such taxing authority. LICENSEE shall have the right, at its sole cost and expense, to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and LICENSOR agrees to reasonably cooperate at LICENSEE's sole cost and expense.

(e) LICENSEE agrees that payment of License Fee shall be due and paid without the necessity of a demand or invoice from the LICENSOR, and for each installment or sum made more than ten (10) days after its due date upon written notice to LICENSEE, LICENSEE shall pay as an additional fee a late charge equal to ten (10%) percent. All charges payable under this Agreement such as utilities and taxes shall be billed by LICENSOR within one (1) year of LICENSOR's receipt of an invoice; any charges beyond such period shall not be billed by LICENSOR, and shall not be payable by LICENSEE. The foregoing shall not apply to the License Fee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

4. Governmental Approvals and LICENSEE'S Inspection of Licensed Premises. (a) LICENSEE acknowledges that LICENSOR'S ability to construct, operate, and maintain the Site is contingent upon LICENSOR'S ability to obtain any and all Governmental Approvals, as defined in Section 5 below. In the event that LICENSOR is not able to obtain, maintain, or renew, on terms acceptable to LICENSOR in its sole, commercially-reasonable discretion, any Governmental Approval(s) necessary for the construction and/or operation of the Site or in the event LICENSOR determines that construction of the Site is not feasible, LICENSOR shall have the right to terminate this Agreement without penalty or further obligation upon thirty (30) days prior written notice to LICENSEE. As used herein, "Governmental Authority" means any federal, state, or local governmental body or agency having jurisdiction over the Site or the use thereof as a telecommunications facility.

(b) Subject to the conditions set forth in Section 4(a) above, LICENSOR shall, in accordance with industry standards and applicable laws, rules, and regulations (collectively, "Applicable Laws"), construct a telecommunications facility sufficient for the installation of LICENSEE's Equipment. Upon LICENSOR's completion of Site construction, LICENSOR shall so notify LICENSEE in writing. LICENSEE'S installation of its Equipment at the Licensed Premises shall be construed as LICENSEE'S acceptance of the Licensed Premises as adequate for LICENSEE'S use thereof. LICENSOR shall have no obligation to obtain licenses or any other governmental approval(s) for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE'S Equipment.

5. Permitted Use, Installation, Operating Procedures. (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. LICENSEE shall, at LICENSEE's expense, (i) conduct any and all engineering tests, environmental tests, and all other feasibility studies which LICENSEE deems necessary or desirable for its use of the Licensed Premises, and (ii) obtain all licenses, certificates, permits, authorizations or approvals from the Governmental Approvals necessary for LICENSEE's installation of its Equipment. LICENSOR agrees to reasonably cooperate with LICENSEE to obtain all required Governmental Approvals and any and all local public utility rights-of-way requested by LICENSEE, but shall not be responsible for incurring any out of pocket expenses in such regard. LICENSOR shall also provide LICENSEE with plans and tower drawings upon request. If LICENSEE is required to add, modify and/or replace equipment on the tower that is specifically required to ensure LICENSEE's compliance with any current or future federal, state or local laws, rules or regulations mandating emergency 911 communication services application(s), LICENSOR shall not unreasonably withhold, condition or delay its consent, and, will not condition its consent to the installation of such equipment on the tower upon an increase in the license fee payable under the Agreement to the extent that the installation of such equipment results only in a *de minimis* increase in: (1) the equipment deployed by LICENSEE on the tower; (2) the space occupied by LICENSEE's Equipment on the tower; and (3) the wind and/or weight loading of the tower, all as authorized by and set forth in Exhibit A. Notwithstanding anything to the contrary, LICENSOR agrees that LICENSEE may make any additions, modifications, replacements, or supplements within its portion of the Licensed Premises not located on or within the tower.

(b) LICENSEE shall, at its expense, install, construct, and maintain the Equipment on the Licensed Premises as defined and consistent with attached Exhibits A and C during the term hereof in compliance with all local, State and Federal regulations. All

installations, operation and maintenance of Equipment must be in accordance with LICENSOR's policies as set forth in attached Exhibit D, annexed hereto ("Installation and Maintenance Standards"). Prior to the installation of LICENSEE's Equipment or any additions to, modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Agreement term is subject to the following:

(i) LICENSEE shall submit, in writing, all plans for such installation, additions to, modifications or changes (but excluding repairs, or any Replacement or Minor Modification) for LICENSOR's approval, such approval not to be unreasonably withheld, conditioned, or delayed by LICENSOR. "Replacement or Minor Modification" of the Equipment is specifically limited to: (A) replacement with antennas/dishes/transmission lines of size, weight, wind-loading and dimensions no greater than that initially approved by LICENSOR pursuant to this Agreement; and (B) replacement with equipment shelter/room/cabinets of size, dimension and footprint no greater than that initially approved by LICENSOR pursuant to this Agreement. In the event that LICENSEE'S proposed addition, modification, or change, requires a structural upgrade to the telecommunications tower, LICENSOR shall permit such upgrade and LICENSEE shall be responsible for all costs associated with the upgrade. In order to ensure LICENSEE's compliance with the provisions of this Agreement, the plans and specifications for LICENSEE's Equipment and any modifications thereto shall be submitted to engineers and consultants selected by LICENSOR for review and approval, such approval not to be unreasonably withheld, conditioned, or delayed by LICENSOR. LICENSEE shall reimburse LICENSOR for LICENSOR's reasonable out of pocket expenses (not to exceed One Thousand Dollars (\$1,000.00)) incurred in connection with such review and approval. In the event LICENSEE'S proposed addition, modification, or change is not a Replacement or Minor Modification or not otherwise permitted pursuant to Section 5(a), the License Fee shall be increased in accordance with the pricing schedule set forth on Exhibit A.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld, conditioned, or delayed. LICENSEE shall require all contractors, as a condition to their engagement, to agree to be bound by provisions identical to those included in this Agreement, specifically those relating to insurance requirements. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to LICENSEE's Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises. If any mechanic's or other liens will at any time be filed against the Licensed Premises or the property of which the Licensed Premises is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to LICENSEE or to anyone using the Licensed Premises through or under LICENSEE, LICENSEE will forthwith cause the same to be discharged of record or bonded to the satisfaction of LICENSOR. If LICENSEE fails to cause such lien to be so discharged or bonded within thirty (30) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of LICENSOR, LICENSOR may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by LICENSOR, including reasonable attorneys' fees incurred by LICENSOR either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by LICENSEE to LICENSOR as an additional fee hereunder.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("Access") twenty-four (24) hours per day, seven (7) days per week, for its testing and studies pursuant to Section 5(a) performed prior to the start of the Initial Term, during the Initial Term and any and all Renewal Terms thereof for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities. If LICENSOR fails to provide the Access granted by this subparagraph, and such failure to provide access is within LICENSOR's reasonable control, such failure shall be a default under this Agreement, subject to the notice requirement in Section 14(e) of the Agreement.

(d) LICENSEE shall have the right to add, change or modify the frequencies initially identified in Exhibit A upon written notice to LICENSOR, which notice shall, to the extent it relates to additional frequencies to be operated by LICENSEE at the Site, be accompanied by a copy of the FCC License(s) applicable to each such frequency evidencing that LICENSEE or any Affiliate of LICENSEE is the licensee thereunder, and subject to LICENSEE's strict compliance with LICENSEE's interference covenants to

LICENSOR under Section 6 of this Agreement. The term "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, or is controlled by, or is under common control with that party. The term "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.

6. Interference. (a) The installation, maintenance and operation of the LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR or with any other LICENSEE or sub-licensees at the Site on the Commencement Date. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of LICENSEE's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement and operated properly in compliance with manufacturer specifications and all other applicable standards, LICENSEE shall upon request (verbal or otherwise) immediately modify the operation of its Equipment or suspend its operations (except for intermittent testing) and in order to eliminate or remedy such interference to immaterial interference. If it is determined that such interference cannot be rectified by LICENSEE within seven (7) days after written notice of said interference, then such failure shall be deemed a LICENSEE Default; or

(ii) with any other radio communications systems and equipment installed at the Licensed Premises after the Commencement Date of this Agreement and operated properly in compliance with manufacturer specifications and all other applicable standards, LICENSEE shall use commercially reasonable efforts to cooperate fully with LICENSOR and any future licensee or sub-licensee injured by LICENSEE's interference ("Future Party") to remedy the interference. LICENSEE shall cooperate with LICENSOR and assist in the cure of such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in LICENSEE's system, Equipment, or installation.

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. In the event that any such interference occurs that interferes with LICENSEE's utilization of the Site, LICENSEE, as its sole remedies, in lieu of any and all other remedies at law, or in equity, may either:

(i) terminate this Agreement at any time thereafter by giving LICENSOR thirty (30) days prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if LICENSOR eliminates such interference within seven (7) days of LICENSEE's termination notice. LICENSEE shall pay LICENSOR any fees due for the period up to the termination of the Agreement. Any advance payments for periods after the termination of the Agreement will be reimbursed to LICENSEE; or

(ii) seek injunctive relief against LICENSOR from a court of competent jurisdiction, ordering LICENSOR to comply with the terms and conditions of this Section 6 and cause such interfering party to cease such interference. LICENSOR and LICENSEE agree that LICENSEE's remedies pursuant to this Section 6(b) against LICENSOR shall be limited to the termination of this Agreement or the filing of a claim for injunctive relief, except in the event that LICENSOR fails to timely respond to LICENSEE's notice of interference, and/or to diligently work in good faith to assist in eliminating such interference. In the event that LICENSEE brings an action against LICENSOR pursuant to this Section 6(b), and it is determined that LICENSEE has misidentified the interfering party and/or provided LICENSOR with defective interference information, LICENSEE agrees to indemnify and hold LICENSOR harmless from any claims, demands, or causes of action arising from such misidentification and/or defective interference information, including reasonable attorneys fees.

(c) LICENSOR reserves the right to require LICENSEE to relocate upon six (6) months notice, one or more of its antenna(s) and/or equipment, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense, provided that said relocation does not substantially change the operation of LICENSEE's Equipment. The new location for LICENSEE's relocated antenna(s) and/or equipment must be to a mutually agreeable location. LICENSEE shall not unreasonably deny, delay or condition the approval for any proposed relocation.

7. Structural Modifications and Repairs. In the event LICENSOR reasonably determines that any structural modifications or repairs are needed to be made to any portion of the Licensed Premises due to LICENSEE's Equipment or improper installation or operations of the Equipment, or other improvements, LICENSOR shall notify LICENSEE of the needed modifications or repairs, and the following procedures shall apply:

(a) If structural modifications are necessary prior to LICENSEE's installation or modification of the Equipment, then either: (i) LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Section 5 hereof; or (ii) if

such noticed modifications are not completed within sixty (60) days of such notice either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice. Notwithstanding the foregoing, in the event LICENSEE decides not to proceed with the installation of such modifications to its Equipment, then the terms of this subsection shall not apply.

(b) If repairs are necessary due to the presence of LICENSEE's Equipment or due to improper installation or operations of the Equipment, LICENSEE shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Section 5 hereof; provided, however, that in the event of an emergency, LICENSOR shall have the right to make such modifications or repairs at LICENSEE's expense, upon notice to LICENSEE, and such sum shall be due within thirty (30) days of the rendering of an invoice as an additional fee hereunder. LICENSOR shall provide LICENSEE with reasonably advanced, written notice of normal, non-emergency work at the Site which may be performed by LICENSOR if such work is likely to have a material adverse effect on the use or operation of the Equipment or with LICENSEE's use of the Licensed Premises.

(c) If LICENSOR chooses to repair the Site and such repairs are likely to interrupt LICENSEE's operation of its Equipment, then LICENSEE may, subject to all applicable laws and regulations and subject to the prior written approval of the Master Licensor (if such approval by Master Licensor is deemed necessary), install a "cell-on-wheels" or similar temporary facility at a mutually agreed upon location at the Site until the completion of such repairs.

(d) During the Term, LICENSOR shall reasonably maintain the Site in a proper operating and reasonably safe condition in accordance with all Applicable Laws.

8. Removal of LICENSEE's Equipment. Provided that LICENSEE is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment within sixty (60) days of LICENSOR's approval of the removal plan, which removal plan shall provide for a removal and restoration period which shall not exceed sixty (60) days from the date of LICENSEE's receipt of LICENSOR's approval of same. Such removal shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Licensed Premises or any equipment of other licensee or tenants thereon. LICENSEE shall submit a removal plan for LICENSOR's written approval, such approval not to be unreasonably withheld, conditioned or delayed in any event beyond ten (10) days. Any and all interference or damage caused to the LICENSOR's equipment or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE's sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be due within 30 days of LICENSEE's receipt from LICENSOR of an invoice as an additional fee hereunder.

9. Indemnification. (a) LICENSEE shall indemnify and hold LICENSOR harmless from (i) all costs of any damage done to LICENSOR's, Master Lessor's (as defined in Section 17 below), and/or other licensees' or tenants' facilities or equipment located at the Site, that occur as a result of the installation, operation or maintenance of LICENSEE's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, arising out of LICENSEE's occupancy of the Licensed Premises or the installation, maintenance and operation or removal of LICENSEE's Equipment, except to the extent attributable to the gross negligence or willful misconduct of LICENSOR.

(b) LICENSOR shall indemnify and hold LICENSEE harmless from (i) all costs of any damage done to LICENSEE and its Equipment that occur as a result of LICENSOR's use or operation of the Site that is caused by the negligence or willful misconduct of LICENSOR, and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, arising out of LICENSOR's operations or use of the Site, or caused by the negligence or willful misconduct of LICENSOR. LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense to the extent occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site.

(c) Notwithstanding anything to the contrary in this Agreement, LICENSEE and LICENSOR each waive any claims that each may have against the other with respect to consequential, incidental or special damages including but not limited to lost income or profits, provided, however, that the License Fees and other sums to be paid to LICENSOR hereunder shall be deemed to constitute direct damages for which LICENSOR may seek recovery, provided such License Fees do not exceed, under any circumstances, the amount equal to the lesser of the months remaining in the then remaining term or five (5) years. For the purposes hereof, the Initial Term will be treated as two terms of five (5) years each.

10. Damage or Destruction. LICENSOR and LICENSEE agree that neither party shall in any way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon or the Site or equipment thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the

Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Licensed Premises, is restored to a usable condition for LICENSEE's operation. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty and LICENSEE shall not be obligated to pay a termination fee as referenced in Section 15.

11. Condemnation. In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the conduct of its telecommunications facility, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation. If any condemnation occurs within six (6) months prior to the expiration of the then current term of this Agreement, then this Agreement may be terminated by either party upon written notice to the other. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Licensed Premises for losses related to its antennas, its equipment, its relocation costs and its damages and losses, provided that any award to LICENSEE will not diminish Licensor's recovery. Any advance payments for periods after the termination of the Agreement will be reimbursed to LICENSEE.

12. Insurance and Subrogation. (a) LICENSEE shall keep in full force and effect during the term of this Agreement commercial general liability insurance, including blanket contractual and completed operations coverage, with the limits of liability of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate for bodily injury and property and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall include LICENSOR as an additional insured and shall provide that LICENSEE will endeavor to provide LICENSOR at least thirty (30) days prior written notice of any cancellation in such insurance policy that is not replaced. LICENSOR's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LICENSEE, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LICENSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LICENSOR, its employees, agents or independent contractors; and, (iii) not exceed LICENSEE's indemnification obligation under this Agreement, if any. Additionally, LICENSEE shall obtain a waiver of subrogation from its insurer on the policies listed above. LICENSEE shall be required to furnish to LICENSOR, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

(c) Notwithstanding the foregoing, LICENSEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event LICENSEE elects to self-insure its obligation under this Agreement to include LICENSOR as an additional insured, the following conditions apply:

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

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

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

13. Notices. All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated thirty (30) days prior in writing by either party:

IF to LICENSOR: Homeland Towers, LLC
Attn: Manny Vicente
22 Shelter Rock Lane, Building C
Danbury, CT 06810
203-297-6345
203-797-1137 FAX

IF to LICENSEE: New Cingular Wireless PCS, LLC with a copy to: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration
Re: Cell Site: S4073D
Cell Site Name: Salisbury School Canaan
Road (CT)
FA No: 12676421
575 Morosgo Drive
13-F West Tower
Atlanta, GA 30324

Attn: AT&T Legal Department
Re: Cell Site: S4073D
Cell Site Name: Salisbury School Canaan Road
(CT)
FA No: 12676421
208 S. Akard Street
Dallas, Texas, 75202-4206

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

14. Default. (a) Any one or more of the following events shall constitute a default by LICENSEE ("LICENSEE Default") under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within twenty (20) days after LICENSOR provides written notice thereof to LICENSEE; (ii) if LICENSEE fails to observe or perform any material non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, LICENSEE shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the LICENSEE Equipment was installed without the payment of License Fees; (iv) prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief with respect to LICENSEE, or seeking reorganization, arrangement, adjustment, winding-up liquidation, dissolution, composition or other relief with respect to LICENSEE or LICENSEE's debts; or (v) LICENSEE's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after LICENSOR gives written notice thereof to LICENSEE.

(b) In the event of a LICENSEE Default, LICENSOR shall be entitled at LICENSOR's option to terminate this Agreement and to cause LICENSEE to remove all of LICENSEE's Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE's cost and expense in accordance with the terms of this Agreement. In the event LICENSEE fails to take possession of its Equipment within sixty (60) days after notice of termination, said Equipment will be deemed abandoned. In the event that LICENSOR should, as a result of the LICENSEE Default, incur any costs or expenses on behalf of LICENSEE or in connection with LICENSEE's obligations hereunder, such sums shall be immediately due to LICENSOR upon rendering of an invoice to LICENSEE as an additional fee hereunder.

(c) Upon LICENSEE's removal from the Licensed Premises pursuant to this Section 14, LICENSEE shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term, provided such License Fees do not exceed, under any circumstances, the amount equal to the lesser of the License Fees for the months remaining in the then current term or five (5) years. For the purposes hereof, the Initial Term will be treated as two (2) terms of five (5) years each.

(d) All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

(e) LICENSOR shall be in default ("LICENSOR Default") under this Agreement in the event that LICENSOR fails to (i) provide Access to the Premises as required by Section 5 of this Agreement within twenty-four (24) hours after written notice of such failure; or (ii) perform any of its obligations under this Agreement and such failure continues for thirty (30) days after receipt of written notice from LICENSEE specifying the failure. No such failure, however, will be deemed to exist if LICENSOR has commenced to cure the default within such period and is diligently pursuing corrective action. In the event of a LICENSOR Default, (i) LICENSEE shall have the right to exercise any and all rights available to it under law and equity, including the right to cure LICENSOR's Default and to deduct the commercially reasonable costs actually incurred by LICENSEE in effectuating such cure from any monies due to LICENSOR from LICENSEE; (ii) at LICENSEE's option, to terminate this Agreement and to remove all of LICENSEE's Equipment, improvements, personnel or personal property located at the Site. LICENSEE shall pay LICENSOR any fees due for the period up to the termination of the Agreement. Any advance payments for periods after the termination of the Agreement will be reimbursed to LICENSEE.

15. Termination. Notwithstanding the foregoing, in the event that (a) LICENSEE does not obtain, fails to obtain renewals of or has revoked, through no fault of LICENSEE, any license, permit or other approval required by the Federal, state or local government for

the construction and operation of the Equipment (at LICENSOR's request, LICENSEE shall provide to LICENSOR documentation evidencing LICENSEE's failure to obtain, or loss of, any such required license, permit or approval); or (b) it is determined by LICENSEE in good faith, after the expiration of the Initial Term, that the Site is no longer suitable for use as a telecommunications facility due to bona fide technological changes (non-economic) or changes in environmental conditions that have a material, adverse impact on LICENSEE's use of the Site and which cannot be reasonably remedied in a cost-effective manner, LICENSEE shall have the right to terminate this Agreement by giving LICENSOR ninety (90) days prior written notice. In addition, if LICENSEE terminates this Agreement pursuant to Section 15(b), LICENSEE shall pay to LICENSOR, together with such termination notice, a termination fee equal to twelve (12) months of the monthly License Fee then in effect under this Agreement, provided, however, that no such termination fee will be payable on account of the termination of this Agreement under any one or more of Sections 6(b), 7, 11, 14(e), or 17 of this Agreement.

16. Assignment and Subletting. (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon written notice execute and deliver to LICENSOR such further mutually agreeable instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction. LICENSEE may not sublease, share or utilize, in whole or in part, its Equipment, its frequencies or all or any part of LICENSEE's interest in this Agreement at any time.

(b) LICENSEE may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of LICENSOR, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, LICENSOR agrees that LICENSEE may assign this Agreement, upon notice to LICENSOR but without LICENSOR's consent, to (i) LICENSEE's parent; or (ii) any entity acquiring a controlling interest of LICENSEE's stock or assets, or to any party which acquires substantially all of the assets of LICENSEE. Upon notification to LICENSOR of such assignment, LICENSEE will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. Master Lease. LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Option and Ground Lease Agreement dated January 25, 2013 (hereinafter referred to as "Master Lease"), between Salisbury School, Incorporated, a Connecticut nonstock corporation (hereinafter referred to as "Master Lessor") and LICENSOR. This Agreement shall be subject and subordinate to the Master Lease, and to the matters to which the Master Lease is or shall be subject and subordinate. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between LICENSEE and Master Lessor. If for any reason the term of the Master Lease shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be automatically terminated and neither party shall be liable to the other by reason thereof.

18. Compliance with Laws and Warranties. (a) LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA"). LICENSOR agrees to maintain and operate the Site during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto.

(b) LICENSEE and LICENSOR 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. As long as LICENSEE is not in default then LICENSOR grants to LICENSEE sole, actual, quiet and peaceful use, enjoyment and possession of the Licensed Premises without hindrance or ejection by any persons lawfully claiming under LICENSOR.

19. RF Emissions Compliance. (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as all applicable rules and/or regulations of any other federal or state agency (including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna Licensed Premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Licensed Premises.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Licensed Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the reasonable cost of any engineering studies performed at the reasonable request of the LICENSOR at the Licensed Premises, involving measurement and RF emissions compliance pertaining to the Licensed Premises.

20. Replacement and Renovation of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace or rebuild its tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with Tower Space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period. LICENSOR shall be solely responsible for the costs associated with removing and re-installing the Equipment. LICENSOR reserves the right to erect one or more towers on the Licensed Premises, subject to the terms of this Agreement. LICENSEE shall have the right to establish a temporary facility on the Licensed Premises to provide such services as LICENSEE deems necessary during any such renovation, replacement or reconstruction by LICENSOR for so long as adequate space is available and such temporary facility does not materially interfere with such construction or use by the other licensees, tenants and customers on the Licensed Premises. The location of such temporary facility shall be subject to LICENSOR's approval, which shall not be unreasonably withheld, conditioned, or delayed.

21. Waiver of LICENSOR's Lien. LICENSOR waives any and all lien rights it may have, statutory or otherwise, concerning LICENSEE's Equipment which shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law and LICENSOR consents to LICENSEE's right to remove, pursuant to Section 8 of the Agreement, all or any portion of the Equipment from time to time in LICENSEE's sole discretion.

22. Environmental. LICENSOR warrants and agrees that neither LICENSOR nor, to LICENSOR's actual knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Site in violation of any law or regulation. LICENSOR and LICENSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable law or regulation. LICENSEE agrees to defend and indemnify LICENSOR and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from LICENSEE's breach of any warranty or agreement contained in this section. LICENSOR agrees to defend and indemnify LICENSEE and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from breach of any warranty or agreement contained in this section. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

23. Miscellaneous. (a) In the event of litigation between the parties in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys' fees and court costs related to such issue on which that party is the prevailing party, as determined and allocated by the court as part of the judgment. (b) Each party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) This Agreement may not be recorded; however LICENSOR acknowledges that LICENSEE may prepare and execute a Memorandum of Agreement ("Memorandum"), in a form satisfactory for recording. Upon LICENSOR's prior written approval, such approval not to be unreasonably withheld, conditioned, or delayed by LICENSOR, such Memorandum may be filed of record by LICENSEE, at LICENSEE's sole cost and expense, including taxes or assessments incurred in connection therewith. LICENSEE agrees to prepare, execute and record, at its expense, a release (the "Release") within thirty (30) days of expiration or termination of this Agreement. In the event LICENSEE fails to do so, LICENSEE elects LICENSOR as its attorney in fact to prepare, execute and record such Release and LICENSEE shall reimburse LICENSOR, upon demand, for all reasonable expenses, including attorney fees and filing fees, actually incurred in connection therewith. (g) This Agreement shall be construed in accordance with the laws of the state in which the Site is located, without regard to the choice of law rules thereof. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This License may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this License. (l) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

This Agreement is executed as of the Execution Date reflected on page one hereof.

LICENSOR: HOMELAND TOWERS, LLC

By: [Signature]
Name: Manuel Vicente
Title: President
Date: 1/10/14

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: Kevin L. Mason
Title: Area Manager - Engineering & Construction
Date: 1-06-2014

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

On January 6, 2014 before me, Hollis M Redding, the undersigned, a Notary Public in and for said State, personally appeared Kevin L. Mason, of AT&T Mobility Corporation, Area Manager of Engineering and Construction of New Cingular Wireless PCS, LLC, A Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Name Hollis M Redding
(typed or printed) (Seal)

STATE OF New York)
)
COUNTY OF Westchester)

On 1/10/14 before me, Vincent Xavier, the undersigned, a Notary Public in and for said State, personally appeared Manuel Vicente, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Name VINCENT L. XAVIER
Notary Public, State of New York
(typed or printed) (Seal)
Qualified in Westchester County
Commission Expires Nov 7, 2009
Jan 9 2018

EXHIBIT A

Equipment
Site Name and Number: CT114 Salisbury

LICENSEE: New Cingular Wireless PCS, LLC

The mounting method and exact location of the space and equipment listed herein shall be subject to LICENSOR's approval, such approval not to be unreasonably withheld, conditioned, or delayed by LICENSOR).

SYSTEM REQUIREMENTS									
POWER provided by:	Utility Company direct				TELCO provided by:		Fiber		
	Power Requirements:	Amps:	200	Volts:	240	No. of Outlets:	N/A		
Generator Provided by:	Licensee:	Make:	Generac	Model:	SD050	Fuel Type:	Diesel	Capacity:	210 gal.
Batteries:	Quantity:	N/A	Make:	N/A	Model:	N/A			
SPACE REQUIREMENTS & RADIO INVENTORY									
Type of Space Required:	Ground:	Yes	Floor:	No	Total Square Feet:	276 sq ft			
Dimensions of Equipment Ground Space:	11' - 5" x 16'			Equipment Height:	N/A				
Dimensions of Generator Ground Space:	11' - 5" x 8' - 0"			Dimensions of Fuel Tank Ground Space:	N/A				
No. of Transmitters (Tx):	Two (2)	Transmitter Make/Model:	Ericsson RBS6601			Transmitter Power Output:	160 watts (max)		
No. of Receivers (Rx):	Two (2)	Receiver Make/Model:	unknown			Transmitter ERP:	500 watts (max)		
EQUIPMENT LOADING DESCRIPTION (FINAL CONFIGURATION)									
	Sector 1		Sector 2		Sector 3		DISH(ES)		OTHER
Antenna Type (1):	Panel	Panel	Panel	N/A	N/A				
# of Antennas (1)/ Sector:	Four (4)	Four (4)	Four (4)	None	None				
Tx, Rx or Both:	Both	Both	Both	N/A	N/A				
Antenna Make (1):	CCI	CCI	CCI	N/A	N/A				
Antenna Model (1):	HPA-65R-BUU-H8	HPA-65R-BUU-H8	HPA-65R-BUU-H8	N/A	N/A				
Antenna Dimensions (1):	92.4" x 14.8" x 7.4"	92.4" x 14.8" x 7.4"	92.4" x 14.8" x 7.4"	N/A	N/A				
Antenna Weight (1):	68 lbs	68 lbs	68 lbs	N/A	N/A				
Antenna RAD Cr (1):	148 ft	148 ft	148 ft	N/A	N/A				
RRU/RRHs/ Sector (1):	Seven (7)	Seven (7)	Seven (7)	Please include microwave dish frequencies below:	Please include microwave dish frequencies below:				
RRU/RRH Manufacturer (1):	Ericsson	Ericsson	Ericsson						
RRU/RRH Model (1):	RRUS-12	RRUS-12	RRUS-12						
RRU/RRH Dimensions (1):	20.4" x 18.5" x 7.5"	20.4" x 18.5" x 7.5"	20.4" x 18.5" x 7.5"						
RRU/RRH Weight (1):	58 lbs	58 lbs	58 lbs						
RRU/RRH RAD Cr (1):	148 ft	148 ft	148 ft						
RRU/RRHs/ Sector (2):	Two (2)	Two (2)	Two (2)						
RRU/RRH Manufacturer (2):	Ericsson	Ericsson	Ericsson						
RRU/RRH Model (2):	A2 Module	A2 Module	A2 Module						
RRU/RRH Dimension (2):	16.4" x 15.2" x 3.4"	16.4" x 15.2" x 3.4"	16.4" x 15.2" x 3.4"						
RRU/RRH Weight (2):	22 lbs	22 lbs	22 lbs						
RRU/RRH RAD Cr (2):	148 ft	148 ft	148 ft						
TMA's/ Sector:	None	None	None						
Diplexers/ Sector:	None	None	None						
Surge Suppressors/Sector:	Two (2)	One (1)	One (1)						
Surge Suppressor Make:	Raycap	Raycap	Raycap						
Surge Suppressor Model:	DC6-48-60-18-8F	DC6-48-60-18-8F	DC6-48-60-18-8F						
Surge Suppressor Dimensions:	23.5" x 9.7"	23.5" x 9.7"	23.5" x 9.7"						
Surge Suppressor Weight:	32.8 lbs	32.8 lbs	32.8 lbs						
Surge Suppressors RAD Cr:	148 ft	148 ft	148 ft						
Filters/ Sector:	One (1)	One (1)	One (1)						
Filter Manufacturer:	Ericsson	Ericsson	Ericsson						
Filter Model:	KRF 102 361/1	KRF 102 361/1	KRF 102 361/1						
Filter Dimensions:	14.1" x 16.5" x 4.6"	14.1" x 16.5" x 4.6"	14.1" x 16.5" x 4.6"						
Filter Weight:	26 lbs	26 lbs	26 lbs						
Filter RAD Cr:	148 ft	148 ft	148 ft						
OTHER:	None	None	None						
Transmit Frequencies:	880-894, 1930-1990, 704-716 MHz				N/A	N/A			
Receive Frequencies:	835-849, 1850-1910, 734-746 MHz				N/A	N/A			
Total # of Lines:	Two (2)	Eight (8)	Three (3)	N/A	N/A				
Line Size:	1/2" Fiber	3/4" Power	3/8" RET	N/A	N/A				

PRICING SCHEDULE FOR MODIFICATIONS PURSUANT TO SECTION 5(b)(i) OF THE AGREEMENT (the below License Fee increases are subject to all yearly increases as set forth in the Agreement)

1. Increased ground space - per square foot
2. Antennas - per antenna, not to exceed 96" x 12" x 7" (61 lbs)
3. RRHs - per RRH, not to exceed 17" x 18" x 8" (55 lbs)
4. TMAs - per TMA, not to exceed 10" x 10" x 24" (20 lbs)
5. Coax - per line, not to exceed 1-5/8" diameter
6. Squids - per box, not to exceed 10" x 10" x 24" (20 lbs)
7. Fiber - per line, not to exceed 1/2" diameter
8. DC lines - per line, not to exceed 3/8" diameter
9. RET cables - per line, not to exceed 3/8" diameter

NOTE: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF THE EQUIPMENT LISTED ABOVE IN THIS EXHIBIT A, OR (ii) INCREASE IN THE SIZE OR FOOTPRINT OF THE LICENSED PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF LICENSOR, WHICH SHALL BE GRANTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND A WRITTEN AMENDMENT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, LICENSEE SHALL, PURSUANT TO SECTION 5(d) OF THE AGREEMENT, BE PERMITTED UPON WRITTEN NOTICE TO LICENSOR, BUT WITHOUT LICENSOR'S CONSENT, TO ADD OR CHANGE FREQUENCIES SUBJECT TO THE INTERFERENCE PROVISIONS IN SECTION 6.

EXHIBIT B

The Site

Site Name: **LICENSOR:** CT114 Salisbury
 LICENSEE: S4073D Salisbury School Canaan Road

The Site consists of the telecommunications tower and equipment shelter located in Litchfield County, Connecticut at:

250 Canaan Road
Salisbury, CT

The geodetic coordinates of the Site are:

North Latitude: 42.006216

West Longitude: -73.390891

EXHIBIT C

Licensed Premises¹ and Rights-of Way

¹ The parties agree that this Exhibit "C" will be replaced with a new Exhibit "C" which shall more particularly describe the location and dimensions of the Equipment and Licensed Premises, when the "AS-BUILT" drawings have been completed.

EXHIBIT D

INSTALLATION AND MAINTENANCE STANDARDS

Purpose:

The purpose of these Standards is to insure that the installation of all LICENSEE electronics equipment in LICENSOR tower sites meets or exceeds established Electronics Industry Association (EIA) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR tower site licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide Licensee with thirty (30) days prior written notice of any such changes or modifications; provided, however, such changes and modifications do not frustrate or contradict the terms of the Agreement and such changes and modifications are applied in a non-discriminatory manner to similarly situated licensees or tenants..

General Considerations:

- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the License Agreement and attached exhibits.
- All 929/931 MHz PCP/RCC paging licensees are REQUIRED to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a Licensee will not be duplicated.
- Licensee or their representatives will refrain from making any adjustments to any on site Licensor equipment (heating, ventilation, air conditioning, generator, etc.)

Installation Standards:

- All Licensee installations require the use of certified electronics technicians, steeplejacks, electricians or licensed contractors that have received LICENSOR approval prior to commencing any installation work, such approval not to be unreasonably withheld, conditioned, or delayed by LICENSOR. All installation work shall be in accordance with a previously approved installation plan, such approval not to be unreasonably withheld, conditioned, or delayed by LICENSOR. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer's installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other Licensee RF equipment, other associated Licensee equipment, or any Licensor equipment located in the equipment shelter, generator shelter, tower structure or anywhere else on the site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. The Manager of Tower Operations will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, the Manager of Tower Operations shall be contracted prior to any further work.

Transmission Line(s):

- All transmission lines shall be Heliac® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).

- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses/
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. Licensee is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.
- Interior routing of transmission line(s) shall be via Licensor provided "unistrut" waveguide supports and using Licensee provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above Licensee's equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to Licensee's equipment shall be by "Superflex"® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to Licensee's equipment.

Power Cable Installations:

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the Licensee. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above Licensee's equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of the Manager of Tower Operations.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

Grounding Requirements:

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead "halo" ground buss. Termination to equipment to be via lug bolt. Termination to "halo" ground buss to be by split bolt or by "micropress" pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

Equipment Identification:

- All installed RF equipment will be equipped with an ID pouch/holder. This ID container shall display, as a minimum, the Licensee's Name, FCC or IRAC Call Sign, frequency, address, Point-of-Contact name and telephone number, as well as a copy of the FCC Station License.

Equipment Maintenance:

- Licensee shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by the Manager of Tower Operations.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). Licensee's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other Licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the Licensee or his designated representative to see that the site is securely locked and the premises is clean before departing the tower site. At sites that are centrally monitored, the Licensee or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to the LICENSOR at (866) 886-8807.

Removal of Installed Equipment:

- Any or all removal of Licensee's equipment shall be performed by certified electronics technicians, steeplejacks, licensed electricians or licensed contractors previously approved by LICENSOR, such approval not to be unreasonably withheld, conditioned, or delayed by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all Licensee equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by Licensee upon final departure from the site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

Additional Fees:

- Any work not performed or performed incorrectly by Licensee may be corrected in a timely manner by Licensee at its sole cost and expense after notification by LICENSOR.
- If LICENSEE fails to correct an installation discrepancy in a timely manner, after proper notification by LICENSOR reserves the right to correct the discrepancy by other means and bill the Licensee for all costs associated with that action in accordance with the terms of the Agreement.

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC
("HOMELAND") AND NEW CINGULAR WIRELESS
PCS, LLC ("AT&T") FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND PUBLIC
NEED FOR THE CONSTRUCTION, MAINTENANCE
AND OPERATION OF A TELECOMMUNICATIONS
TOWER FACILITY AT 250 CANAAN ROAD
IN THE TOWN OF SALISBURY, CT

DOCKET NO. _____

September 3, 2014

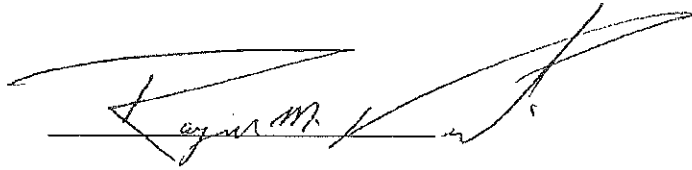
AFFIDAVIT OF RAYMOND M. VERGATI

Raymond M. Vergati, being duly sworn, deposes and states that:

1. I am over eighteen years of age and understand the obligation of making a statement under oath.
2. I am a Site Development Manager with Homeland Towers, LLC ("Homeland").
3. I am familiar with Homeland Towers and AT&T's Application for a Certificate of Environmental Compatibility and Public Need (the "Application") for the construction, maintenance and operation of a telecommunications tower facility located at 250 Canaan Road in Salisbury, Connecticut (the "Premises").
4. I am familiar with the lease between Homeland Towers and Salisbury School, Inc. as well as the communications license agreement between Homeland Towers and AT&T (together the "Agreements") being submitted to the Connecticut Siting Council.
5. Redacted copies of the Agreements are being submitted in connection with the Application.
6. The redacted provisions of the Agreements relate to sensitive and confidential financial terms and information regarding rent and fees related to the tenancy and provided for extensions

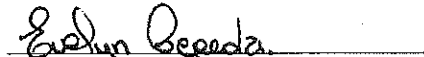
of Homeland Towers at the Premises as well as the license agreement between Homeland Towers and AT&T ("Confidential Information").

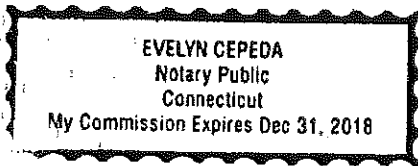
7. The Confidential Information is proprietary, confidential and commercially valuable information that constitute trade secrets.
8. Homeland Towers would be harmed by the disclosure of the Confidential Information.
9. Homeland Towers has used its best efforts to maintain the Confidential Information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



Raymond M. Vergati
Site Development Manager
Homeland Towers, LLC

Subscribed and sworn to before me
this 3rd day of September, 2014


Notary Public



STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

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

DOCKET NO. ____
_____, 2014

PROTECTIVE ORDER

WHEREAS, the financial provisions in the Ground Lease Agreement between Homeland Towers, LLC and Salisbury School, Inc. and the Communications License Agreement between Homeland Towers and New Cingular Wireless PCS, LLC (the "Agreements") are proprietary, confidential and commercially valuable information ("Confidential Information");

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

WHEREAS, Homeland Towers would be harmed by the disclosure of the Confidential Information;

WHEREAS, Homeland Towers 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 be entered with respect to the Confidential Information and that the following is adopted for the protection of the Confidential Information:

1. The Confidential Information shall be governed by the terms of this Order.
2. The Confidential Information is proprietary, confidential and constitutes trade secrets.
3. The Confidential Information shall be given solely to the Siting Council and its staff and the Siting Council and its staff shall take all reasonable precautions to maintain the confidentiality of the Confidential Information.

4. The Confidential Information is subject to this Order and shall in no event be disclosed to any person or entity.

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

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

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

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

9. All copies of the Confidential Information shall be returned to Homeland Towers 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: _____, 2014