

Market: New England
Cell Site Number: S3393
Cell Site Name: Farmington RT 167
Fixed Asset Number: 10578410

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Farmington River Properties, LLC, a Connecticut limited liability company, having a mailing address of 199 Brickyard Road, Farmington CT 06032 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a tower (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 199 Brickyard Road, Farmington, CT 06032, in the County of Hartford, State of Connecticut (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:

(i) approximately 272 square feet of ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables extending underground from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to

Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, at any time during the term of this Agreement with prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Landlord or one of its affiliates or subsidiaries will have the right of first refusal to perform any and all installations or alterations on Tenant's equipment on the Structure at Tenant's sole expense;; provided, however Landlord accepts Tenant's terms and conditions for same. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall be negotiated in good faith at that time the Additional Premises is required. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

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

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

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

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

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance [REDACTED] (the "**Rent**"), at the address set forth

above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) On the anniversary of the Commencement Date the annual Rent will increase by [REDACTED] percent ([REDACTED]%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

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

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

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

(d) Prior to any and all applications being submitted by Tenant for any Government Approvals, Tenant shall submit its zoning drawings, construction drawings and other documentation to Landlord for review and approval, which approval shall not be unreasonably withheld. Landlord will have fourteen (14) days to approve such drawings and other documents. If Landlord does not approve such drawings and documents nor send Tenant written notice of any changes or alterations that would be required within the fourteen day approval period, Landlord shall be deemed to have approved the same and Tenant may commence filing for the Government Approvals. Landlord's approval of such drawings is in no way to be construed as a warranty or representation as to their adequacy or compliance with applicable laws and regulations, nor will such approval impose any liability on Landlord in the event the drawings are defective or deficient in any way.

(e) Upon Tenant's receipt of a construction permit issued by the municipality the Property is located, Landlord will issue to Tenant written notice to proceed; provided, however, that Tenant has submitted the following to Landlord in full:

- Copy of regulatory decision including conditions if any
- Copy of construction permit
- Copy of construction plans
- Copy of Certificate of Insurance
- Copy of General Contractor's license constructing the Communication Facility
- Copy of General Contractor's Certificate of Insurance

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

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

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority

necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant;
(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

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

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

7. INSURANCE.

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

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

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

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

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

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

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

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

8. INTERFERENCE.

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

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the

rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

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

9. INDEMNIFICATION.

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

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

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

10. WARRANTIES.

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

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

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations,

codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

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

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

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

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. The Landlord will supply an access key and place it in a Landlord supplied lock box that will be installed by the Landlord in the vicinity of the entrance gate to the compound. The combination to the lock box will be decided on by the Tenant. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. If Landlord knowing or willingly blocks Tenant's Access, Tenant may withhold Rent until such blockage has been removed by Landlord.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within

one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property if required by any permit

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

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

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

beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, with Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Landlord will have the right to assign this Agreement without Tenant's consent.

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

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: S3393; Cell Site Name: Farmington RT 167 (CT)
 Fixed Asset No.: 10578410
 575 Morosgo Drive
 13-F West Tower
 Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: AT&T Legal Department
 Re: Cell Site #: S3393; Cell Site Name: Farmington RT 167 (CT)
 Fixed Asset No.: 10578410
 208 S. Akard Street
 Dallas, Texas, 75202-4206

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

If to Landlord: Farmington River Properties c/o Northeast Towers
 199 Brickyard Road
 Farmington, CT 06032

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

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

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then

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

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

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant 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 Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord within thirty (30) days of such written notice.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the

Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

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

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

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Property Taxes
Re: Cell Site #S3393; Cell Site Name: Farmington RT 167 (CT)
Fixed Asset No: 10578410
Suite 13-F, West Tower
575 Morosgo Drive
Atlanta, GA 30324

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

22. SALE OF PROPERTY.

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

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

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9

- vi. Completed and Signed AT&T Payment Direction Form (needs to be included as exhibit)
- vii. Full contact information for new Landlord including phone number(s)

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

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

23. MISCELLANEOUS.

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

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 23b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

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

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

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

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

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

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

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

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

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

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

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

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

(o) **Landlord's Installation of AT&T structure and ground material.** At the sole expense of the Landlord. The Landlord will install the antenna platform, cable supports on the tower and the concrete pads for both the shelter and generator prior to AT&T's proposed installation.

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Farmington River Properties, LLC

By: 

Print Name: Stephen SAVINO, JR.

Its: Member


Date: 6-28-13

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: Kevin Mason

Its: Area Manager

Date: 6-24-2013

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of Connecticut

County of Hartford

On this the 24 day of June, 2013, before me, Charles M. Redding, the undersigned officer, personally appeared James S. [unclear] who acknowledged himself to be the Area Manager of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that he, as such Area Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as James S. [unclear].

In witness whereof I hereunto set my hand.

Charles M. Redding

Notary Public

Print Name: Charles M. Redding

My Commission Expires: 9/13/17

LANDLORD ACKNOWLEDGMENT

State of Connecticut

County of Hartford

On this the 18th day of June, 2013, before me, Cory E. Iacino, the undersigned officer, personally appeared Stephen Savino, Jr who acknowledged himself to be the member of Farmingdale Properties, LLC (member managed or manager managed) limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as member.

In witness whereof I hereunto set my hand.

Cory E. Iacino

Notary Public

Print Name: Cory E. Iacino

My Commission Expires: 6/30/14

CORY E. IACINO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 6/30/2016

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Structure Lease Agreement dated _____, 20___, by and between Farmington River Properties, LLC a Connecticut Limited Liability Company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Notes:

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

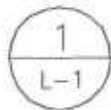
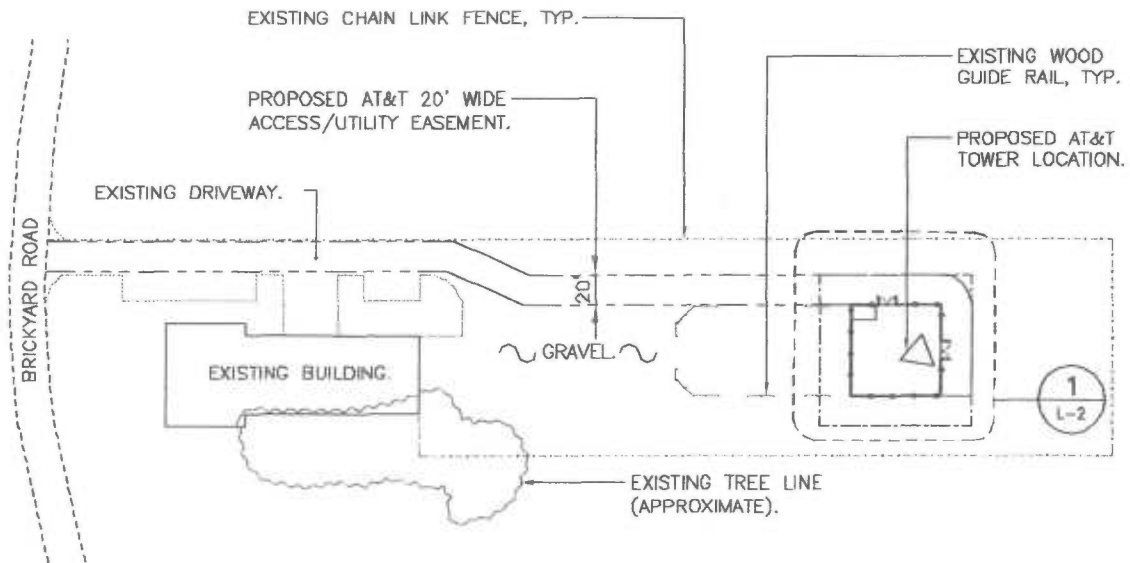
LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

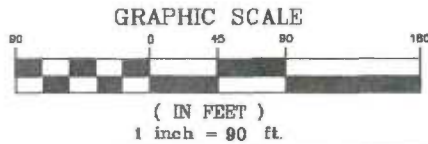
PRELIMINARY SITE COORDINATES:

LAT.: 41°-45'-15"
 LNG.: -72°-51'-17"
 TAKEN IN FIELD.

GROUND ELEVATION:
 250' ± A.M.S.L.
 FROM AVAILABLE TOP MAPPING



SITE PLAN
 SCALE: 1"=90'-0"



DESIGNED BY:	HHR		
DRAWN BY:	HHR		
CHECKED BY:	DMD		
DATE:			
NO.	DATE	BY	DESCRIPTION
1	05/19/13	HHR	LEASE EXHIBIT - CLIENT REVIEW
2	05/14/13	HHR	LEASE EXHIBIT - CLIENT REVIEW
3	05/21/13	HHR	LEASE EXHIBIT - CLIENT REVIEW

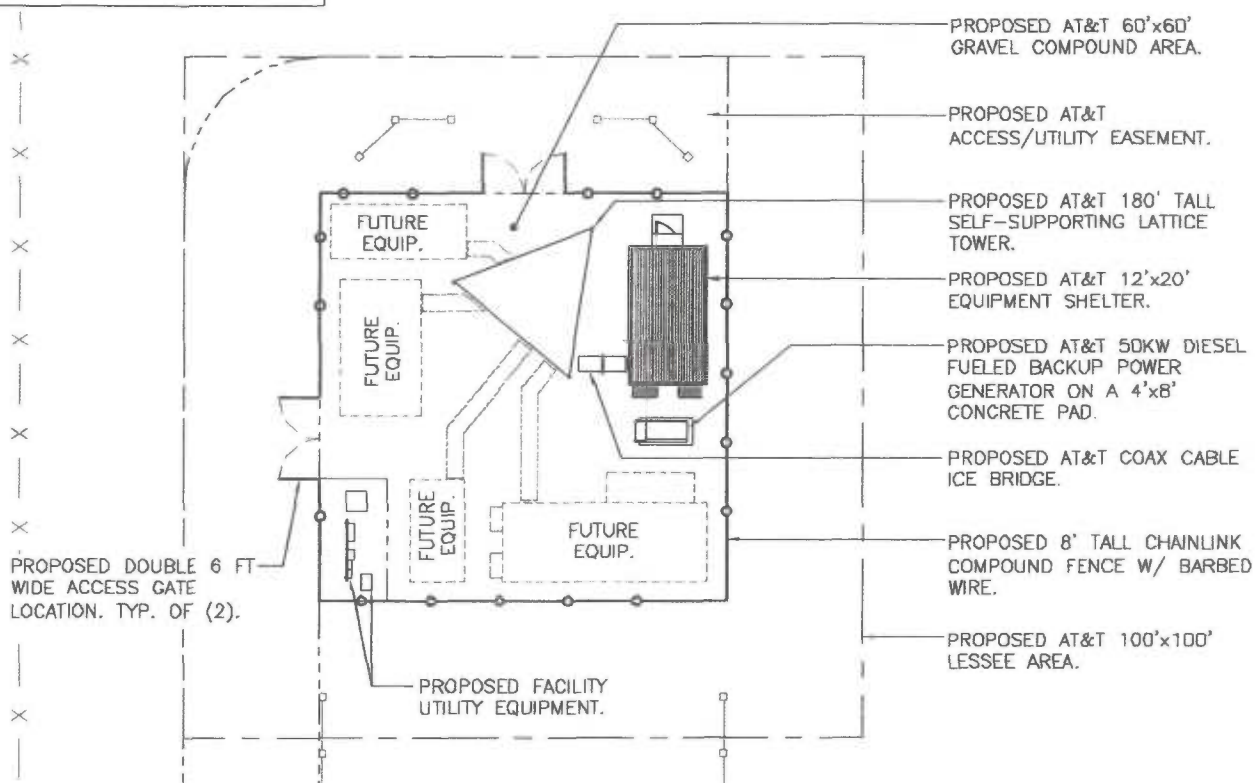
DATE	BY	DESCRIPTION

A&T MOBILITY
SITE NUMBER: 83889-A
 SITE NAME: FARMINGTON
 198 BRICKYARD ROAD
 FARMINGTON, CT

DATE: 05/31/13
 SCALE: AS SHOWN
 JOB NO. 13087

SHEET NO.
L-1

NOTE:
EXISTING WOOD GUIDE RAIL
TO BE REMOVED AS REQUIRED
FOR COMMUNICATIONS FACILITY
CONSTRUCTION.



PROPOSED AT&T 60'x60'
GRAVEL COMPOUND AREA.

PROPOSED AT&T
ACCESS/UTILITY EASEMENT.

PROPOSED AT&T 180' TALL
SELF-SUPPORTING LATTICE
TOWER.

PROPOSED AT&T 12'x20'
EQUIPMENT SHELTER.

PROPOSED AT&T 50KW DIESEL
FUELED BACKUP POWER
GENERATOR ON A 4'x8'
CONCRETE PAD.

PROPOSED AT&T COAX CABLE
ICE BRIDGE.

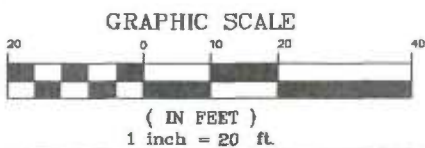
PROPOSED 8' TALL CHAINLINK
COMPOUND FENCE W/ BARBED
WIRE.

PROPOSED AT&T 100'x100'
LESSEE AREA.

PROPOSED DOUBLE 6 FT
WIDE ACCESS GATE
LOCATION. TYP. OF (2).

PROPOSED FACILITY
UTILITY EQUIPMENT.

1
L-2 **COMPOUND PLAN**
SCALE: 1"=20'-0"



DESIGNED BY:	HMR
DRAWN BY:	HMR
CHECKED BY:	DMD
DATE:	

Professional Services, LLC

AT&T MOBILITY
SITE NUMBER: 83388-A
SITE NAME: FARMINGTON
199 BRICKYARD ROAD
FARMINGTON, CT

DATE: 05/31/13
SCALE: AS SHOWN
JOB NO. 13087

SHEET NO.
L-2

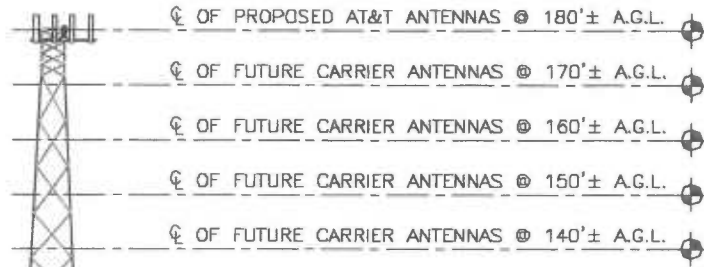
NOTE:

THE PROPOSED AT&T ANTENNA INSTALLATION TO CONSIST OF (3) SECTORS OF (4) PANEL ANTENNAS PER SECTOR FOR A TOTAL OF (12) PANEL ANTENNAS. ADDITIONALLY, (15) RRHs AND (3) SQUID SURGE ARRESTORS WILL BE INSTALLED AT THE ANTENNA LEVEL. REFER TO AT&T'S FINAL RADIO FREQUENCY DATA SHEET (RFDS) TO BE FURNISHED BY AT&T DURING THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT.

PROPOSED AT&T 12'x20' EQUIPMENT SHELTER AND ASSOCIATED CABLE ICE BRIDGE.

PROPOSED 8' TALL CHAINLINK COMPOUND FENCE.

GRADE



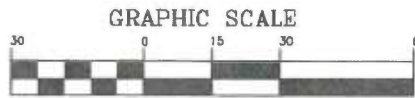
PROPOSED AT&T 180' TALL SELF-SUPPORTING LATTICE TOWER

PROPOSED FACILITY UTILITY EQUIPMENT.

1
L-3

EASTERN ELEVATION

SCALE: 1"=30'-0"



(IN FEET)
1 inch = 30 ft.

REV.	DATE	BY	CHK'D BY	DESCRIPTION
1	05/31/13	MMR	MMR	PROPOSED AT&T ANTENNA INSTALLATION
2	06/17/13	MMR	MMR	REVISED ANTENNA LEVELS
3	06/21/13	MMR	MMR	REVISED ANTENNA LEVELS
4	06/21/13	MMR	MMR	REVISED ANTENNA LEVELS
5	06/21/13	MMR	MMR	REVISED ANTENNA LEVELS
6	06/21/13	MMR	MMR	REVISED ANTENNA LEVELS
7	06/21/13	MMR	MMR	REVISED ANTENNA LEVELS
8	06/21/13	MMR	MMR	REVISED ANTENNA LEVELS
9	06/21/13	MMR	MMR	REVISED ANTENNA LEVELS
10	06/21/13	MMR	MMR	REVISED ANTENNA LEVELS

REVISION	DATE	BY	CHK'D BY

AT&T MOBILITY
SITE NUMBER: 83398-A
 SITE NAME: FARMINGTON
 199 BRICKYARD ROAD
 FARMINGTON, CT

DATE:	05/31/13
SCALE:	AS SHOWN
JOB NO.:	13087

SHEET NO.
L-3

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

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

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

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

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

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

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

Doug Talmadge
Vertical Development, LLC
7 Sycamore Way Unit 2
Branford, CT 06405

Return to:

Doug Talmadge
7 Sycamore Way Unit 2
Branford, CT 06405

Re: Cell Site #:S3393; Cell Site Name: Farmington RT 167
Fixed Asset Number: 10578410
State: Connecticut
County: Hartford

MEMORANDUM
OF
LEASE

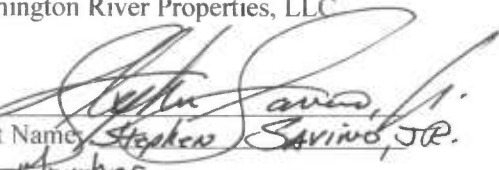
This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between Farmington River Properties, LLC a Connecticut Limited Liability Company, having a mailing address of 199 Brickyard Rd, Farmington, CT 06032 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 20__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"


Farmington River Properties, LLC

By: 
Print Name: Stephen SAVINO, JR.
Its: Member
Date: 6-28-13

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Kevin L. Mason
Its: Area Manager
Date: 6-24-2013

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of California

County of Humboldt

On this the 22 day of June, 2013, before me, Notary Public, the undersigned officer, personally appeared Thomas L. Morrison who acknowledged himself to be the President of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

In witness whereof I hereunto set my hand.

Notary Public

Notary Public

Print Name: Thomas L. Morrison

My Commission Expires: 9/30/17

LANDLORD ACKNOWLEDGMENT

State of Connecticut

County of Hartford

On this the 18th day of June, 2013, before me, Cory E. Iacino, the undersigned officer, personally appeared Stephen Savino who acknowledged himself to be the member of Farmington River Properties, LLC, a (member managed or manager managed) limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as member.

In witness whereof I hereunto set my hand.

Cory E. Iacino
Notary Public

Print Name: Cory E. Iacino

My Commission Expires: 6/30/16

CORY E. IACINO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 6/30/2016

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Memorandum of Lease dated _____, 20____, by and between Farmington River Properties, LLC a Connecticut Limited Liability Company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

LEASE EXHIBIT

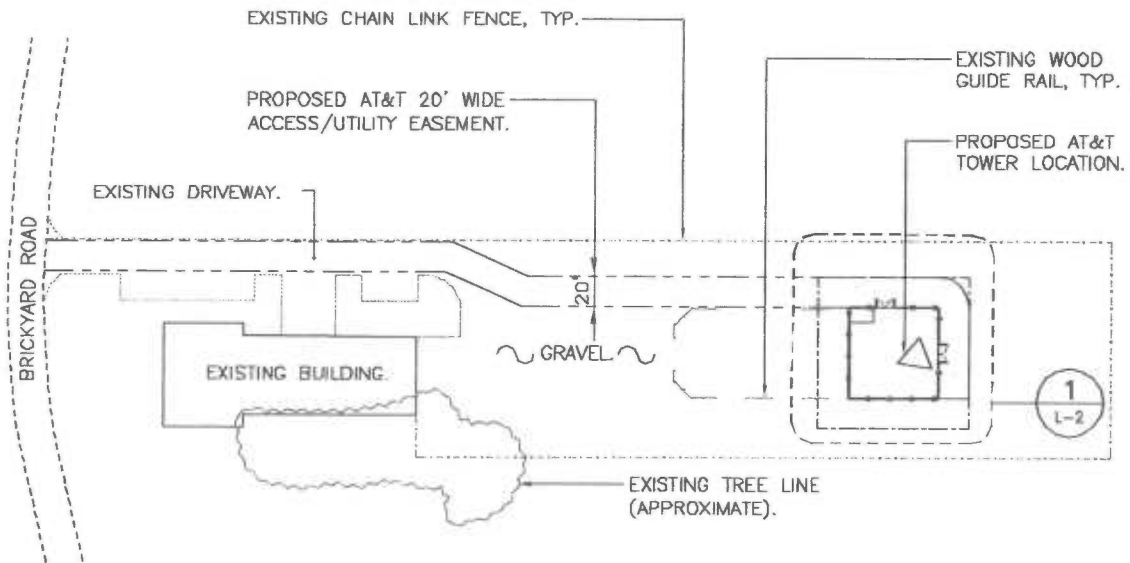
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

PRELIMINARY SITE COORDINATES:

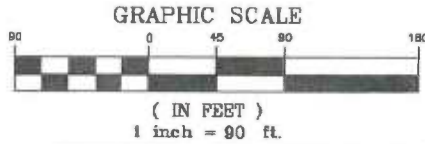
LAT.: 41°-45'-15"
 LNG.: -72°-51'-17"
 TAKEN IN FIELD.

GROUND ELEVATION:

250'± A.M.S.L.
 FROM AVAILABLE TOP MAPPING



SITE PLAN
 SCALE: 1"=90'-0"



DESIGNED BY:	CHK'D BY:	DATE:	DESCRIPTION:
HHR	HHR		
HHR	HHR		
DND	DND		
HHR	HHR		
DND	DND		
HHR	HHR		
DND	DND		
HHR	HHR		
DND	DND		
HHR	HHR		
DND	DND		
HHR	HHR		
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HHR	HHR		
DND	DND		

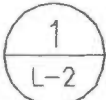
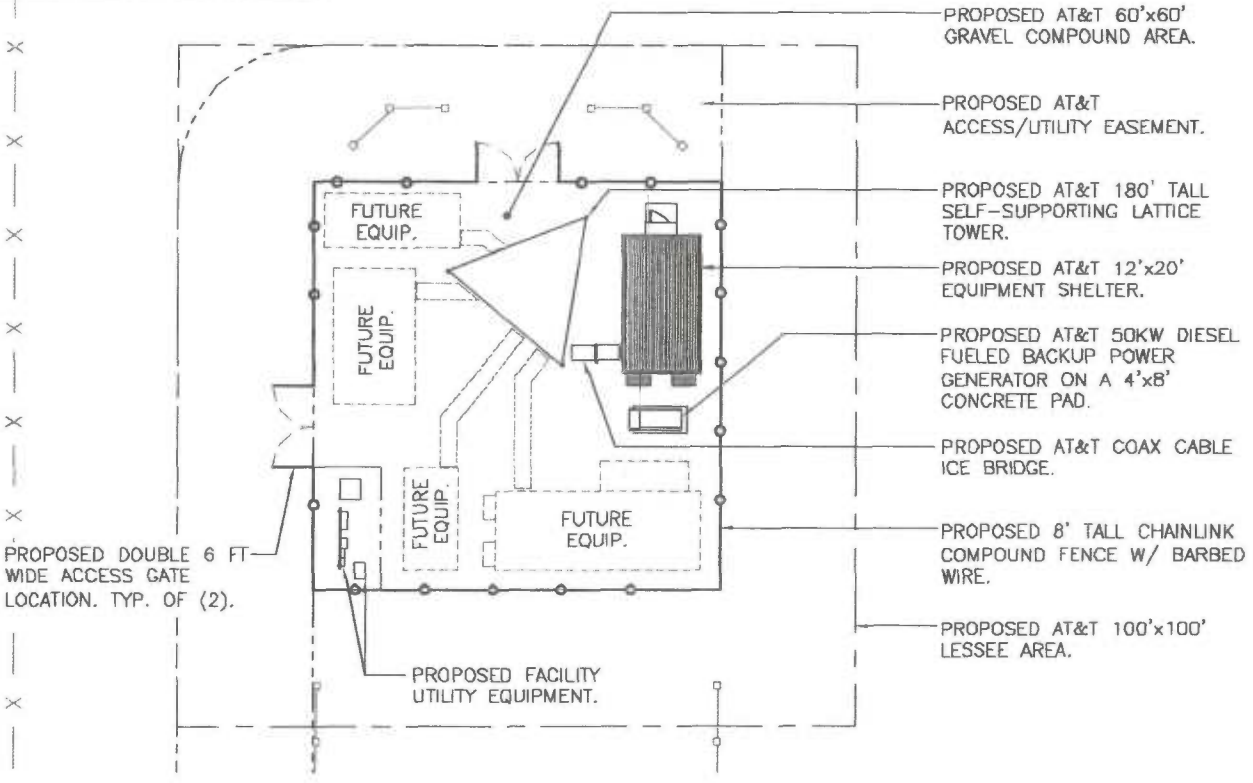
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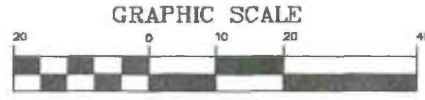
A&T MOBILITY SITE NUMBER: 83889-A SITE NAME: FARMINGTON 198 BRICKYARD ROAD FARMINGTON, CT
DATE: 05/31/13 SCALE: AS SHOWN JOB NO. 13097

SHEET NO. L-1

NOTE:
EXISTING WOOD GUIDE RAIL
TO BE REMOVED AS REQUIRED
FOR COMMUNICATIONS FACILITY
CONSTRUCTION.



COMPOUND PLAN
SCALE: 1"=20'-0"



(IN FEET)
1 inch = 20 ft.

DESIGNED BY:	HMR		
DRAWN BY:	HMR		
CHECK'D BY:	DMD		
DATE:			
REV	DATE	BY	DESCRIPTION
2	05/19/13	DMD	BASE CHANGE
1	05/17/13	HMR	BASE CHANGE-CLIENT REVIEW
0	05/21/13	HMR	BASE CHANGE-CLIENT REVIEW



AT&T MOBILITY
SITE NUMBER: 83308-A
SITE NAME: FARMINGTON
199 B RICKYARD ROAD
FARMINGTON, CT
DATE: 05/31/13
SCALE: AS SHOWN
JOB NO. 13017

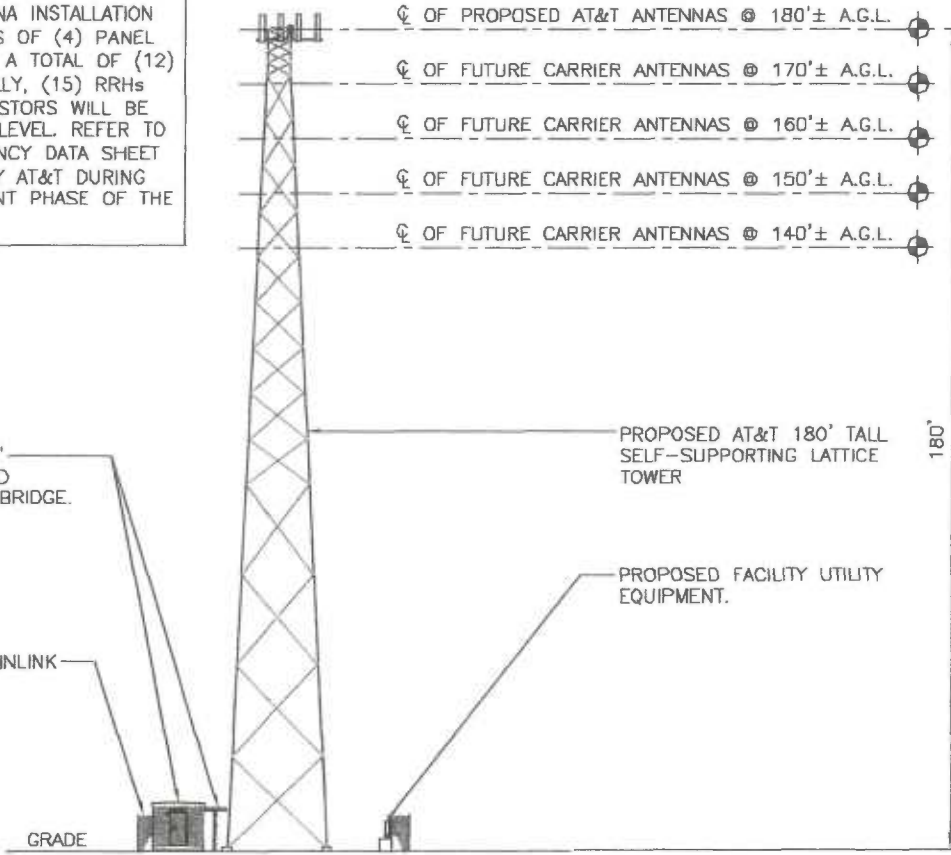
SHEET NO.
L-2

NOTE:

THE PROPOSED AT&T ANTENNA INSTALLATION TO CONSIST OF (3) SECTORS OF (4) PANEL ANTENNAS PER SECTOR FOR A TOTAL OF (12) PANEL ANTENNAS. ADDITIONALLY, (15) RRHS AND (3) SQUID SURGE ARRESTORS WILL BE INSTALLED AT THE ANTENNA LEVEL. REFER TO AT&T'S FINAL RADIO FREQUENCY DATA SHEET (RFDS) TO BE FURNISHED BY AT&T DURING THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT.

PROPOSED AT&T 12'x20' EQUIPMENT SHELTER AND ASSOCIATED CABLE ICE BRIDGE.

PROPOSED 8' TALL CHAINLINK COMPOUND FENCE.



- ☉ OF PROPOSED AT&T ANTENNAS @ 180'± A.G.L.
- ☉ OF FUTURE CARRIER ANTENNAS @ 170'± A.G.L.
- ☉ OF FUTURE CARRIER ANTENNAS @ 160'± A.G.L.
- ☉ OF FUTURE CARRIER ANTENNAS @ 150'± A.G.L.
- ☉ OF FUTURE CARRIER ANTENNAS @ 140'± A.G.L.

PROPOSED AT&T 180' TALL SELF-SUPPORTING LATTICE TOWER

PROPOSED FACILITY UTILITY EQUIPMENT.

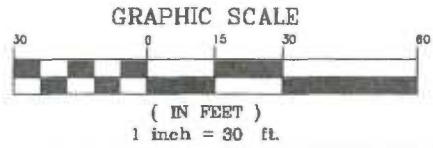
GRADE

180'

1
L-3

EASTERN ELEVATION

SCALE: 1"=30'-0"



REV.	DATE	BY	CHK'D BY	DESCRIPTION
0	05/21/13	MHR	MHR	ISSUE FOR PERMIT
1	05/14/13	MHR	MHR	ISSUE FOR PERMIT
2	05/15/13	MHR	MHR	ISSUE FOR PERMIT
3	05/21/13	MHR	MHR	ISSUE FOR PERMIT
4	05/21/13	MHR	MHR	ISSUE FOR PERMIT



AT&T MOBILITY
SITE NUMBER: 83383-A
 SITE NAME: FARMINGTON
 198 BRICKYARD ROAD
 FARMINGTON, CT

DATE: 05/21/13
 SCALE: AS SHOWN
 JOB NO. 13087

SHEET NO.
L-3

W-9 FORM

[FOLLOWS ON NEXT PAGE]

FIRST AMENDMENT TO STRUCTURE LEASE AGREEMENT

This First Amendment to Structure Lease Agreement ("First Amendment") is entered into this 14 day of July, 2014, by and between Tower Holdings, LLC ("Landlord"), and New Cingular Wireless PCS, LLC ("Tenant"). Landlord and Tenant are sometimes referred to collectively as the Parties ("Parties").

WHEREAS, Farmington River Properties, LLC ("FRP") and Tenant executed a Structure Lease Agreement ("Lease"), dated June 28, 2013, whereby Tenant leased certain Premises as therein described; and

WHEREAS, in September 2013, FRP assigned to Landlord all of FRP's rights, title interests and obligations as Landlord, in and to the Lease, and any security deposits, lease guaranties, and license agreements as set forth in the Assignment and Assumption of Lease; and

WHEREAS, Exhibit 1 to the Lease provides that Tenant will install its antennas at a height of 180 feet above grade level ("AGL"); and

WHEREAS, subsequent to the execution of the Lease, it was determined that Tenant's antenna configuration will be located at 140 feet AGL; and

WHEREAS, the Parties wish to modify certain provisions of the Lease.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Exhibit 1 of the Lease, entitled "Description of Premises" is hereby deleted in its entirety and replaced with Exhibit 1-A, attached hereto.
2. The covenants, conditions and agreements contained in this First Amendment and the Lease shall bind and inure to the benefit of the Landlord and Tenant and their respective successors and assigns.
3. Except as provided herein, all other terms and conditions of the Lease shall remain in full force and effect.
4. In the event of any inconsistency or conflict in the terms and conditions of the Lease and this First Amendment, the terms of this First Amendment shall control.
5. The Lease, as hereby amended, shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws procedures.
6. This First Amendment may be signed in any number of counterparts with the same effect as if the signatures hereto and thereto were upon one and the same instrument.

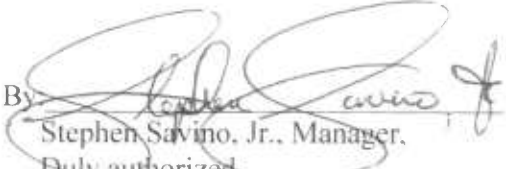
[remainder of page left blank intentionally; signature page follows]

[signature page to First Amendment to Lease]

IN WITNESS WHEREOF, Landlord and Tenant here do hereby execute this First Amendment to the Structure Lease Agreement as of the day and year set forth below.

LANDLORD:

TOWER HOLDINGS, LLC


By: 
Stephen Savino, Jr., Manager,
Duly authorized

Date: 7-14-2014

TENANT:

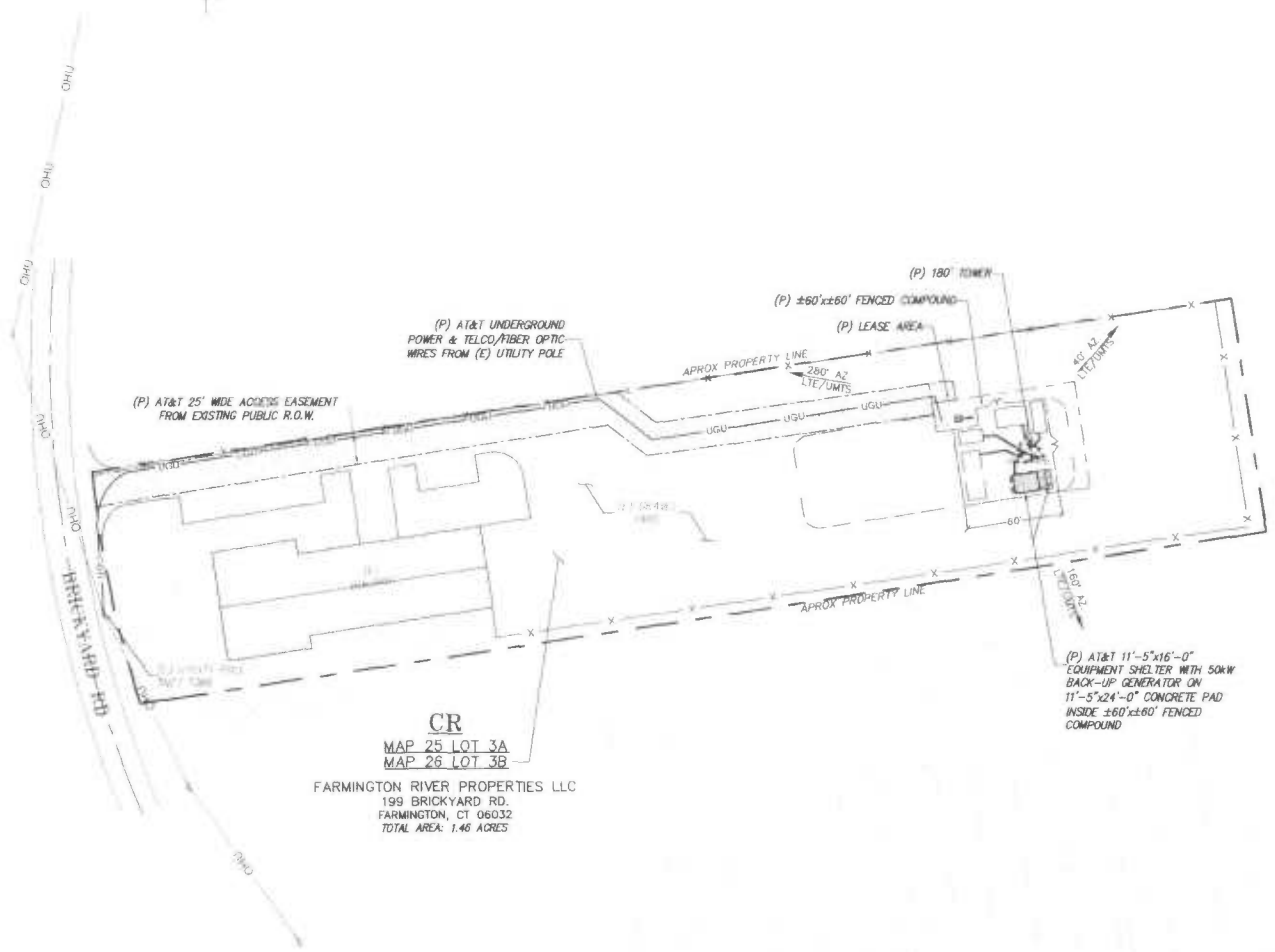
NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
It's: Manager

By: 
Kevin Mason, Area Manager,
Duly authorized

Date: 7-11-2014

EXHIBIT 1-A



CR
 MAP 25 LOT 3A
 MAP 26 LOT 3B
 FARMINGTON RIVER PROPERTIES LLC
 199 BRICKYARD RD.
 FARMINGTON, CT 06032
 TOTAL AREA: 1.46 ACRES

PLAN VIEW
 SCALE: 1" = 5'
 1
 LE-1

THE ABOVE PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES OR MODIFICATIONS THEY MAY IMPOSE.

VRG
 VERTICAL RESOURCES GRP.
 490 Washington Street
 Auburn, MA 01501
 Tel: (508) 981-9590
 Fax: (508) 518-8939
 vrgrp@verticalresourcesgrp.com

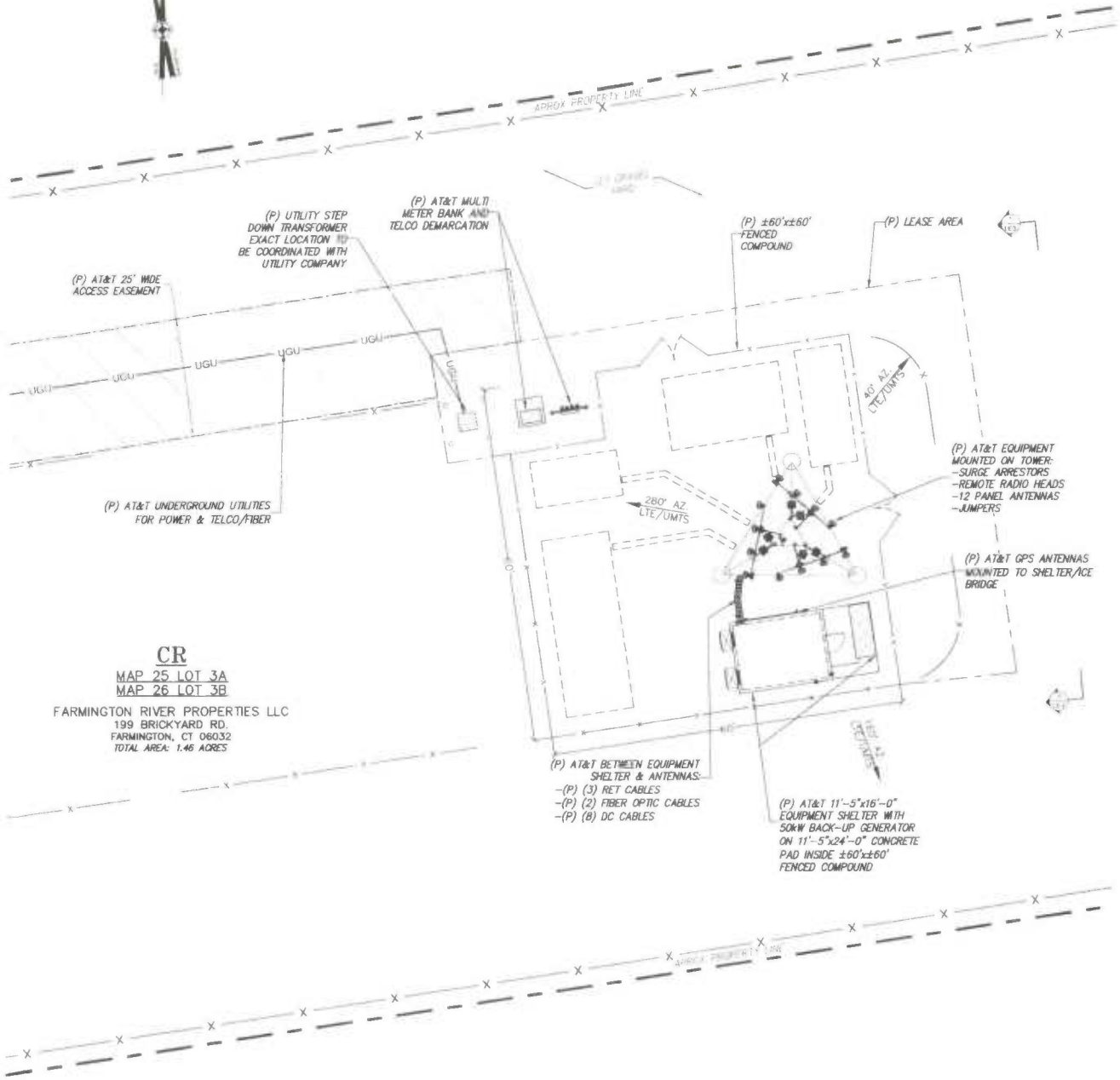

SMARTLINK, LLC
 1997 Annapolis Exchange Parkway
 Suite 200
 Annapolis, MD, 21401


at&t
 Mobility
 550 COMMUNALE RD.
 SUITES 12 & 14
 FARMINGHAM, MA 01904

SITE NO: S3393-A
SITE NAME: FARMINGTON BRICKYARD RD.
 199 BRICKYARD RD.
 FARMINGTON, CT, 06032
 HARTFORD COUNTY

NO.	DATE	REVISION	BY	CHK
1	05/23/14	GENERAL REVISIONS	SAH	
2	05/23/14	FOR REVIEW	SAH	
NO.	DATE	REVISION	BY	CHK
SCALE:	N.T.S.			
PROJECT:	LTE			

LE-1



CR
 MAP 25 LOT 3A
 MAP 26 LOT 3B
 FARMINGTON RIVER PROPERTIES LLC
 199 BRICKYARD RD.
 FARMINGTON, CT 06032
 TOTAL AREA: 1.46 ACRES

ENLARGED PLAN VIEW 1
 SCALE: N.T.S. LE-2

THE ABOVE PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES OR MODIFICATIONS THEY MAY IMPOSE.

VRG
 VERTICAL RESOURCES GRP.
 480 Washington Street
 Auburn, MA 01501
 Tel: (508) 981-9590
 Fax: (508) 519-8939
 rnmolre@verticalresourcesgrp.com


SMARTLINK, LLC
 1997 Annapolis Exchange Parkway
 Suite 200
 Annapolis, MD. 21401


at&t
 Mobility
 300 SOUTH ST
 SUITE 11 & 14
 FARMINGTON, MA 01107

SITE NO: S3393-A
SITE NAME: FARMINGTON BRICKYARD RD.
 199 BRICKYARD RD.
 FARMINGTON, CT. 06032
 HARTFORD COUNTY

DATE	REVISION	BY	CHK	APP
06/23/14	GENERAL REVISIONS			D.A.M.
06/23/14	FOR REVIEW			D.A.M.
06/23/14	REVISION			
06/23/14				
06/23/14				

LE-2