

May 14, 2015

VIA OVERNIGHT DELIVERY

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

Re: Docket No. 459
Message Center Management ("MCM")
Proposed Wireless Telecommunications Tower Facility
Seven J's Farm
Glastonbury, Connecticut

Dear Chairman Stein and Members of the Siting Council:

On behalf of Message Center Management ("MCM") and in connection with the above referenced Certificate Application, we respectfully enclose MCM's Lease Agreement and associated amendment with John Vullo Trustee (both redacted). Also included are a motion for Protective Order related to the disclosure of the exact financial terms included in the Lease Agreement and the associated amendment, a supporting affidavit of Christopher Gelinas of Message Center Management, a sealed envelope containing the unredacted pages from the Lease Agreement and the associated amendment containing proprietary and confidential information and a draft Protective Order.

Also enclosed is the newspaper publisher's Affidavit of Publication of the Legal Notice published in the Glastonbury Citizen newspaper on two insertion dates of March 19, 2015 and March 26, 2015 in accordance with State statute. Please incorporate the enclosed as part of the official record of the proceeding.

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

Very truly yours,


Daniel M. Laub

Enclosures

cc: Christopher Gelinas, Message Center Management
Virginia King, Message Center Management
Michele Briggs, AT&T
Christopher B. Fisher, Esq.

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF MESSAGE CENTER
MANAGEMENT, INC. (MCM) AND NEW CINGULAR
WIRELESS (AT&T) FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND PUBLIC
NEED FOR THE CONSTRUCTION, MAINTENANCE
AND OPERATION OF A TELECOMMUNICATIONS
TOWER FACILITY IN GLASTONBURY,
CONNECTICUT

DOCKET NO. 459

May 14, 2015

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE
OF THE EXACT MONTHLY RENT IN THE LEASE AGREEMENTS BETWEEN
MESSAGE CENTER MANAGEMENT, INC. (MCM) AND LESSOR

In furtherance of the Council's ruling in Docket 366, Applicant Message Center Management, Inc. (MCM), respectfully moves for a protective order related to the disclosure of the exact monthly rent in the respective lease agreements with John Vullo Trustee (the "Landlord"). The Siting Council's evaluation of the Applicants' proposed facility at the proposed Site should not be based on the financial terms of MCM's agreement with the Landlords as it does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, MCM considers the specific amount of rent and other financial terms that these parties agreed upon as proprietary corporate information. It is respectfully submitted that the specific monthly rent of the lease agreement between MCM and the Landlord as well as other financial terms is not relevant to this proceeding and should be excluded from any public disclosure. In furtherance of this motion, portions of the leases with the unredacted portions disclosed 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 leases attached to this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.



Daniel M. Laub, Esq.
Cuddy & Feder LLC
Attorneys for the Applicant

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF MESSAGE CENTER
MANAGEMENT, INC. (MCM) AND NEW
CINGULAR WIRELESS (AT&T) FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR
THE CONSTRUCTION, MAINTENANCE AND
OPERATION OF A TELECOMMUNICATIONS
TOWER FACILITY IN GLASTONBURY,
CONNECTICUT

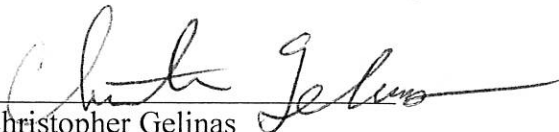
DOCKET NO. 459

May 1, 2015


AFFIDAVIT OF CHRISTOPHER GELINAS

Christopher Gelinas, 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 National Sales Manager, Site Acquisition / Leasing with Message Center Management, Inc. ("MCM").
3. I am familiar with the Application for a Certificate of Environmental Compatibility and Public Need submitted by MCM and AT&T for the construction, maintenance and operation of a telecommunications tower facility located in Glastonbury, Connecticut ("Application").
4. I am familiar with MCM's lease agreement with John J. & Joyce A. Vullo Trustees.
5. Redacted copies of the lease are being submitted in connection with the Application.
6. The redacted provisions relate to the amount of rent and related financial information to be paid by MCM during the term of the lease and any extensions thereof ("Confidential Information").
7. The Confidential Information is proprietary, confidential and commercially valuable information that constitutes trade secrets.
8. MCM would be harmed by the disclosure of the Confidential Information.
9. MCM 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.


Christopher Gelinas
National Sales Manager
Site Acquisition / Leasing
Message Center Management, Inc.

Subscribed and sworn to before me
this 1st day of May, 2015


Notary Public Josephine Karansky
My commission expires: 2-28-2017

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:
APPLICATION OF MESSAGE CENTER
MANAGEMENT, INC. (MCM) AND NEW CINGULAR
WIRELESS (AT&T) FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND PUBLIC
NEED FOR THE CONSTRUCTION, MAINTENANCE
AND OPERATION OF A TELECOMMUNICATIONS
TOWER FACILITY IN GLASTONBURY,
CONNECTICUT

DOCKET NO. 459

_____, 2015

PROTECTIVE ORDER

WHEREAS, the financial provisions in the lease agreements between Message Center Management, Inc. (MCM) and John Vullo Trustee are proprietary, confidential and commercially valuable information (“Confidential Information”);

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

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

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

NOW, THEREFORE, it is hereby ordered that a protective order 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 MCM no later than thirty (30) days after the expiration of all appeal periods applicable to the final decision rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By: _____

Dated: _____, 2015

ORIGINAL

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") dated December 26, 2013, by and between JOHN VULLO TRUSTEE with an address of 541 Griswold Street, Glastonbury, CT 06033 (the "Landlord") and MESSAGE CENTER MANAGEMENT, INC., a corporation organized in the state of Delaware, with an address of 40 Woodland Street, Hartford, CT 06105 (the "Tenant").

WHEREAS, Landlord is the owner of certain real property known as Map E3 Block 820 Lot E00002 on Candlewood Road, Glastonbury, CT 06033, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Premises") and Tenant desires to lease a portion of the Premises, containing approximately three thousand (3,000) square feet (the "Site") together with certain rights and easements as specified below in this Agreement. The Site is more particularly described and depicted as the "Site" on **Exhibit B** attached hereto and made a part hereof; and

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

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

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

1. **DEFINITIONS:**

- a. The word "Licensee" as used in this Agreement refers to each party that enters into a license agreement, sub-license, sublease or other similar agreement with Tenant for use of space at the Site.
- b. The word "License Agreement" as used in this Agreement refers to any license agreement, sub-license, sublease or other similar agreement with a Licensee at the Site executed by the Licensee and the Tenant.
- c. The word "Equipment" as used in this Agreement refers to communications equipment, devices and other items of personal property located at the Site for the purpose of receiving and transmitting radio signals on designated frequencies.

2. **GRANT OF LEASE**

Lease to:

The Landlord hereby grants to Tenant an exclusive

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

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

- a. A non-exclusive twenty (20') foot wide easement over, under, across and upon that portion of the Premises extending from Candlewood Road to the Site shown on **Exhibit B** as "ACCESS EASEMENT" for the purposes of ingress and egress, seven (7) days a week, twenty-four (24) hours a day on foot or motor vehicle, including trucks, for the purposes of construction, installation, operation, maintenance, repair, replacement and removal of the Tenant's or Licensee's equipment, improvements, structures and facilities on, at, upon, above, under and over the Site and to access the Site and any and all Communications Facilities (as defined below) located on the Site from time to time;
- b. A non-exclusive twenty (20') foot wide easement over, under, across and upon that portion of the Premises extending from Candlewood Road to the

Site shown on **Exhibit B** as "UTILITY EASEMENT" for the installation, maintenance, operation, repair, replacement and removal from time to time of utility wires, poles, cables, conduits, pipes and other related equipment. In addition, in the event any public utility company requires an easement or right-of-way to service the Site and/or Communications Facilities (as defined below), at no cost or expense to Tenant, Landlord hereby agrees to grant Tenant or such public utility companies such additional rights-of-way and easements in areas designated by Landlord which are acceptable to the applicable utility companies;

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

4. **USE** Tenant shall use the Site and Rights and Easements for the purpose of constructing, maintaining and operating Communication Facilities, uses incidental thereto and all necessary and/or desirable appurtenances thereto, including, but not limited to, the installation, construction, operation, maintenance, alteration and removal of any and all facilities, buildings, towers, shelters, structures, improvements, additions, security fences of chain link or comparable construction, equipment and other items of personal property, as determined from time to time by Tenant, in Tenant's sole discretion, now or in the future, for any and all such communications uses, including, but not limited to, telecommunications purposes, and purposes at the Site as determined by Tenant from time to time in Tenant's sole discretion (collectively the "Tenant's Improvements"). The Landlord agrees and acknowledges that Tenant shall own the Tenant's Improvements and Tenant shall remove or surrender the Tenant's Improvements prior to expiration or sooner termination of this Agreement in accordance with Paragraph 12 below. Landlord agrees not to transfer, sell, lease, license or use any other portion of the Premises for the use, installation, operation or maintenance of other Communications Facilities. This restriction shall be binding upon each and every subsequent transferee, owner and/or buyer of the Premises.

5. **RENTAL COMPENSATION**

c. Tenant reserves the right to bill each Licensee at the Site on an annual, quarterly, or monthly basis.

6. **TERM**

- a. This Agreement shall commence on the date following the full execution by the Landlord and the Tenant and continue in full force and effect for a period of ten (10) years thereafter (the "Initial Term"), subject to the exercise of the Tenant's termination options set forth in Paragraph 7 below.
- b. Provided this Agreement is in full force and effect, then this Agreement shall automatically be extended for five (5) additional periods of Ten (10) years each, unless Tenant provides written notice to Landlord sixty (60) days prior to the expiration of the Initial Term or any Extension Term (as defined below), of its intention not to extend this Agreement. These additional periods shall be referred to as the "Extension Term(s)". The first Extension Term shall commence on the date immediately following the originally fixed expiration date of the Initial Term. The second Extension Term shall commence on the date immediately following the originally fixed expiration date of the first Extension Term. The third Extension Term shall commence on the date immediately following the originally fixed expiration date of the second Extension Term. The fourth Extension Term shall commence on the date immediately following the originally fixed expiration date of the third Extension Term. The fifth Extension Term shall commence on the date immediately following the originally fixed expiration date of the fourth Extension Term. The terms and conditions of this Agreement shall apply during the Initial Term and any Extension Term. The Initial Term and each Extension Term are collectively hereinafter referred to as the "Term"
- c. Provided the term of a License Agreement is longer than the then existing Term of this Agreement, then the Term of this Agreement shall be deemed to be extended and modified to ninety (90) days after the expiration date of the term set forth in the License Agreement.

7. **TERMINATION OPTION** Tenant shall, at Tenant's option, have the right to terminate this Agreement by written notice to Landlord at any time upon the occurrence of any of the following events or circumstances: (a) any certificate, permit, license or approval necessary for the use, construction or operation of the Communications Facilities on, or at the Site in any manner intended or contemplated by Tenant from time to time is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or Tenant determines in its sole discretion, the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) Tenant determines that the Site is inappropriate or unsuitable for the uses intended by Tenant or based upon imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with Tenant's reception or transmission; or (c) Tenant determines that Landlord does not have good and marketable title to the Site or does not have the full

power and authority to enter into and execute this Agreement or the Site is encumbered in any way whatsoever which restricts, limits or interferes with Tenant's use thereof. Upon any such termination by the Tenant, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove Tenant's Improvements as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.

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

9. **LICENSING OR SUBLEASING** Tenant may grant License Agreements with respect to all or any part of the Site, including, but not limited to, the use of the Rights and Easements and ground space and space on any Improvements at the Site to any and all third parties on such terms and conditions as Tenant shall determine in its sole discretion. Tenant may sublet all or part of the Site without Landlord's consent.

10. **ACCESS** Authorized representatives of Tenant and the Licensees shall be allowed nonexclusive access at all times to the Site.

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

- a. Tenant will install when possible a separate electric meter for the Site or one meter per Licensee. If a separate meter or meters are installed, Landlord will cooperate with Tenant, as necessary in instructing the utility company to send bills directly to MCM or the Licensee, as applicable, for payment.
- b. If a separate meter or meters are not installed, Tenant shall bill each Licensee for reimbursement of the electricity used by such Licensee based on the projected consumption of the equipment installed by the Licensee operated on

a 24/7 basis. Tenant shall remit to Landlord on a monthly schedule such reimbursements of electricity collected from the Licensee.

If the operation of any of the Equipment or Communications Facilities fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Landlord, then Landlord will promptly use reasonable diligence to restore the electrical power available to the Site including, but not limited to, any Equipment or Communications Facilities located thereon.

12. REMOVAL OF TENANT'S IMPROVEMENTS Ownership and title to all of Tenant's Improvements, including, but not limited to, any and all improvements, fixtures, equipment, structures, facilities and all other items of personal property constructed or installed by Tenant on the Site shall remain with Tenant, and all Tenant's Improvements constructed, installed or utilized by Tenant shall at all times be and remain the property of Tenant, regardless of whether such Tenant's Improvements are attached or affixed to the Site. Tenant shall remove all Tenant's Improvements at the Site and restore the Site to its original above grade condition, reasonable wear and tear, casualty and condemnation excepted, within thirty (30) days after the expiration or sooner termination of this Agreement. At Landlord's option, to be exercised by Landlord's written notice received by the Tenant within sixty (60) days prior to the expiration or sooner termination of this Agreement, Tenant will remove foundation to six (6) inches below ground level and security fence on the Site to become the property of Landlord. If removal of such property causes Tenant to remain on the Site for more than thirty (30) days after the expiration or sooner termination of this Agreement, then Tenant shall pay rent at the then existing rental compensation rate on a pro rated basis until such time as the removal is completed.

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

14. INSURANCE

- a. Tenant will carry, in full force and effect during the Term of this Agreement, its own liability, personal property and worker's compensation insurance policy covering its business, equipment and personnel. The policy of insurance shall be issued by a company

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

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

unobtainable or unenforceable, (i) an agreement that such policies shall not be invalidated if the insured waives the right of recovery against the party responsible for a casualty covered by the policy before the casualty; or (ii) any other form of permission for the release of Landlord or any additional insured. The limits of such insurance shall, however, not limit any liability of Licensee hereunder.

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

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

16. **REPRESENTATIONS AND WARRANTIES**

a. **The Landlord Represents and Warrants That:**

- i. Landlord has the full legal right and power and all authority and approvals required to execute and deliver this Agreement and to perform fully its obligations hereunder;
- ii. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Landlord in accordance with its terms;
- iii. No other consent, authorization, or approval of or filing of registration with any governmental or regulatory authority or any other person or entity is required in connection with the execution, delivery, and performance of this Agreement by the Landlord or for the use of the Site for the purposes described herein;
- iv. The execution, delivery, and performance of this Agreement by the Landlord will not:
 1. violate any statute, law, rule or regulation or any order, writ, or injunction of any court or governmental authority to which the Landlord is subject to or by which any of its assets may be bound; or

2. violate, conflict with or constitute a default (or give risk to any right of termination, cancellation or acceleration) under any Agreement or restriction of any kind to which the Landlord is a party or by which any of its assets may be bound;
- v. Landlord is the owner and has good and marketable title to the Premises. There are no encumbrances, restrictions, covenants or deeds to secure debt, mortgages, liens or judgments encumbering the Premises except as set forth in Exhibit A-1. Landlord further warrants that there are no other encumbrances affecting title to the Premises and/or any agreements with any third parties that would prevent, impair or restrict Tenant from using the Site for all uses and purposes intended and/or contemplated by Tenant as herein set forth in this Agreement except as set forth in Exhibit A-1. Except as expressly permitted under this Agreement, the Landlord covenants and agrees that the Landlord will not create or permit to be created any title encumbrances (including, without limitation, restrictions, easements, licenses, agreements, leases or tenancies) affecting the Site and the Rights and Easements in any matter whatsoever during the Term of this Agreement. Tenant, at Tenant's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure the suitability of the Site and the Rights and Easements for the purposes set forth herein. Landlord agrees to cooperate with Tenant's efforts to obtain the above mentioned documents or obtaining requested documentation as required by the title insurance company. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to provide any non-disturbance agreement required in this Agreement, Tenant, at Tenant's option, may withhold and accrue the rental compensation or any prorated portion thereof until such time as all such documentation is received by Tenant;
 - vi. Landlord has not signed any listing agreement, dealt with or otherwise agreed to pay any commission, finder's fee or other like compensation to anyone in connection with this Agreement, the option to lease the Site, the lease of the Site or the transaction contemplated by this Agreement; and
 - vii. Landlord agrees to indemnify and hold Tenant harmless from and against any such claims or costs, including attorney's fees, incurred as a result of any breach or misrepresentation by Landlord in this Paragraph 16(a).

b. **The Tenant Represents and Warrants That:**

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

17. **COMPLIANCE WITH LAWS**

- a. Throughout the Term of this Agreement, Tenant, at its sole cost and expense, shall comply with all applicable laws, rules and regulations of all federal, state and municipal authorities, agencies and departments thereof, including the FCC and the FAA.
- b. Landlord shall comply with all applicable laws, rules and regulations of all federal, state and municipal authorities, agencies and departments thereof, having jurisdiction over the Premises.

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

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

20. **GOVERNMENTAL APPROVALS** Landlord agrees and acknowledges that Tenant's ability to use the Site is contingent upon its obtaining all licenses, certificates, permits, zoning approvals and other approvals that may be required by any and all federal, state or local authorities in connection with the use, construction, installation, maintenance and removal of telecommunications facilities, improvements, structures and equipment at the Site (collectively the "Approvals"). Landlord shall cooperate with Tenant during the entire Term of this Agreement in obtaining such Approvals and the Landlord further agrees that, promptly upon the request of Tenant, at the cost and expense of Tenant, Landlord will execute applications and other documentation for Approvals as may be filed with respect to the Premises, including, but not limited to, the Site, including, but not limited to, a Letter of Authorization attached hereto as **Exhibit D** and made a part hereof. Landlord shall take no action that would adversely affect the Site and the proposed use thereof by the Tenant. If at any time during the Term of this Agreement, Tenant determines that it is unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant for any reason whatsoever, or Tenant determines that the Site is unsuitable for use for the operation of Communications Facilities or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant, Tenant shall have the right to terminate this Agreement by written notice to Landlord and all rentals paid to Landlord prior to the termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement, including, but not limited to, the obligations set forth in Paragraph 4 above.

21. TAXES

a. Tenant shall be responsible for paying any and all tangible personal property taxes levied or assessed against and directly attributable to the Tenant's Improvements on the Site (the "Tenant's Taxes"). In the event Tenant receives a tax bill for Tenant Taxes, Tenant shall pay the entire amount of the Tenant's Taxes to the applicable taxing authority.

b. In the event Landlord receives a tax bill which includes Tenant's Taxes, or any portion thereof from an applicable taxing authority, Landlord shall provide written notice to Tenant together with a copy of the tax bill including Tenant's Taxes and a copy of Landlord's computations establishing the amounts payable by Tenant with such reasonable substantiating evidence in support of Landlord's tax computation as Tenant may reasonably request and/or require in time sufficient for Tenant to:

(i) pay to Landlord, the Tenant's Taxes within thirty (30) days after Tenant's receipt of the tax bill and copy of Landlord's computations. Landlord shall pay the entire amount of taxes to the applicable taxing authority on or before the date such taxes become delinquent;

(ii) determine whether it desires to contest any or all Tenant's Taxes payable by Tenant under this Agreement; and appear before the taxing authority and contest said assessment. If Tenant desires such Tenant's Taxes to be contested, Tenant shall promptly notify Landlord thereof, in which case, Landlord shall pursue such contest with all due diligence and in good faith. If Landlord desires not to bring such proceedings, Tenant shall have the right to contest, in good faith, the validity or the amount of the Tenant's Taxes and may defer payment of such obligations, pay the same under protest or take such other steps as Tenant may deem appropriate. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. Any refunds or rebates secured shall belong to Tenant to the extent that the refund or rebate relates to Tenant's Taxes previously paid to Landlord and/or the taxing authority and all such rights of Tenant to such refunds and/or rebates shall survive the expiration or earlier termination of this Agreement.

c. Landlord shall pay the entire amount of any and all real property taxes and all other taxes, impositions, charges and assessments levied or assessed against the Premises to the applicable taxing authority on or before the date such taxes become delinquent. Tenant may, at Tenant's sole option, pay any and all delinquent amounts of taxes levied or assessed against the Premises together with any late fees, lien charges and other costs, expenses and interest accruing or arising from any such delinquent taxes levied against the Premises and then deduct and offset any and all amount paid by Tenant from future rents and other sums due and payable to the Landlord under this Agreement. If, upon termination of this Agreement, the amount paid by Tenant under this paragraph exceeds amounts deducted against rents and other sums then due to Landlord, then the difference shall become immediately due and payable by Landlord to Tenant.

d. Landlord's entry into this Agreement does not include any entitlement to tax benefits associated with the ownership, installation or operation of the Equipment or Communications Facilities, including without limitation any local, state, utility, regional, system operator or federal rebate, incentive, tax credit, depreciation or other tax deductions with respect to the Equipment or Communications Facilities, whether existing on the date of this Agreement or created or enacted thereafter, but excluding any incentive or credit available or that may become available specifically to property owners hosting communications facilities.

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

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

(ii) sell or otherwise transfer by grant, easement or other legal instrument an interest in and to that portion of the Premises occupied by Tenant, or a larger portion, thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such party, or

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

Then:

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

that Landlord grants to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by Tenant for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, or assigns this Agreement or any portion thereof to said third party, Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for full performance of this Agreement.

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

24. **EXCLUSIVE USE AND INTERFERENCE** If in the Tenant's sole judgment, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any facilities, structures, improvements or equipment on the Premises, Landlord agrees, at its sole cost and expense, to take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within forty-eight (48) hours, Landlord agrees to immediately cease using the facilities, structures, improvements or equipment which is creating the interference or require the party causing the interference to cease using the facilities, structures, improvements or equipment which is creating the interference until the interference is resolved. If Landlord cannot eliminate such interference after using its best efforts to do so, the Tenant, at Tenant's sole option may terminate this Agreement without further obligation or liability on the part of Tenant, other than Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.

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

26. **CONDEMNATION** If the whole of the Premises or such portion thereof as will make the Site unusable or unsuitable or interferes with the Tenant's use or operation of the Site for Communications Facilities as determined by Tenant in its sole discretion, or if any area subject to Rights and Easements granted to Tenant hereunder, is condemned by any legally constituted public authority, then this Agreement, and the Term hereby granted, shall, in Tenant's sole option, cease from the time of Tenant's

election to terminate this Agreement, and rental shall be equitably prorated and accounted for as between Landlord and Tenant as of that date. Except as set forth above, a partial taking or condemnation shall not affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this paragraph shall be construed to limit or adversely affect Tenant's right to an award of compensation in any condemnation proceeding for (i) the taking of Tenant's leasehold interest hereunder and the special value of Tenant's rights under the Agreement; (ii) the taking of Tenant's Improvements; and (iii) any and all Tenant's expenses, losses (including, but not limited to, Tenant's loss of business and any interruption in business arising therefrom), damages, moving and/or relocation expenses incurred in connection therewith.

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

28. **BREACH**

- a. If Tenant shall fail to pay any rental amounts payable under this Agreement within thirty (30) days of when such applicable payment was due and payable to the Landlord pursuant to Paragraph 4 above ("**Monetary Breach**"), or if Tenant should fail to perform any other of the material covenants, terms or conditions of this Agreement (a "**Non-Monetary Breach**"), then Landlord shall, prior to exercising any rights or remedies against Tenant on account thereof, first furnish Tenant with written notice of the applicable failure or breach and Tenant shall thereafter have thirty (30) days to cure a Monetary Breach and ninety (90) days to cure a Non-Monetary Breach. Notwithstanding the foregoing, if the Non-Monetary Breach is not reasonably capable of being cured within

said ninety (90) day period, then Tenant shall be afforded such additional time to cure the Non-Monetary Breach as may be reasonably necessary provided that Tenant promptly commences curing of the Non-Monetary Breach within sixty (60) days after notice thereof and Tenant prosecutes the curing of the Non-Monetary Breach with due diligence.

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

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

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

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

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

Landlord: John Vullo Trustee
541 Griswold Street
Glastonbury, CT 06033

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

32. CONFIDENTIALITY Except for the recording of the Notice of Lease of this Agreement on the applicable land records and as otherwise required by law, Landlord or its employees shall not for any reason, or at any time during or after the term of this Agreement, use or disclose to any person (except as required under this Agreement) any Confidential Information of Tenant, unless authorized to do so in writing by Tenant. "Confidential Information" means (i) all terms of this Agreement; (ii) all information regarding Tenant's processes, products, strategies, technology, machinery, customers, prospective customers, or apparatus; (iii) all drawings, data, sketches, plans, reports, test results, reports of errors, problems, defects or suggestions prepared by or for Tenant or provided by Tenant in connection with this Agreement; (iv) all information that should reasonably be understood by Landlord to be confidential or proprietary based on the nature of the disclosure or of the information; and (v) any and all information that is identified as "confidential," "proprietary," or the like at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that was public domain at the time of the initial disclosure or that has become known through no act or failure to act on the part of Landlord. Landlord agrees to protect Confidential Information from unauthorized use or disclosure using the same degree of care as it employs in maintaining its own confidential information, but in no event with less than a reasonable degree of care.

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

accrue the rental compensation payable under the Agreement until such time as all such documentation is received by Tenant.

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

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

36. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

- a. Landlord hereby warrants and affirms that the Premises, Landlord's use of the Premises, and Landlord's operation of any business or facility on the Premises, complies with all Environmental Laws. Landlord further warrants and affirms that at least until such time as the expiration of the Lease, Landlord will continue to comply with all Environmental Laws with respect to the Premises and Landlord's use thereof and operation thereon. Landlord will be solely responsible for, and shall pay all costs associated with, all of Landlord's obligations of compliance with any and all Environmental Laws and any environmental conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now or formerly conducted in, on, or in any way related to, the Premises unless such activity was conducted by Tenant.

- b. In the event that any hazardous substance is discovered in any soil, surface water, ground water, or soil vapor in, on or under the Premises, Landlord shall immediately notify Tenant of such discovery and provide Tenant with all information and details that it may have regarding the discovery. If such hazardous substance did not result from Tenant's use of the Site and Tenant's operations thereon, Landlord shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Landlord. In the event that such discovery of hazardous substance on the Premises did result from Tenant's use of the Site and Tenant's operations, thereon, Tenant shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Tenant or Licensee. In no event, however, shall any such investigation, remediation or monitoring interfere with Tenant's use of the Site, Rights and Easements and/or operations of Communications Facilities thereon.

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

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

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

38. FORCE MAJEURE If either party is unable in whole or in part to carry out its obligations hereto by any reasons of force majeure, said party shall not be deemed

in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of Government of the United States of America of any of its departments, agencies, political subdivisions, or officials, or any civil or military authority, insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms of extraordinary force; floods; washouts; droughts; civil disturbances; explosions; disruptions to equipment's manufacturing process, including labor strikes and lockouts, beyond the control of either party; the inability of an equipment manufacturer to deliver equipment ordered by either party in a timely manner due to reasons beyond the control of the party.

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

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

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

42. **ARBITRATION** All controversies relating to, in connection with or arising out of this Agreement, its modification, making or authority or obligations of the signatories hereto, and whether involving the principals, agents, brokers, or others who actually subscribe hereto, shall be settled by binding arbitration in accordance with the Rules of Arbitration of the American Arbitration Association. The Arbitration Proceeding to be heard by one arbitrator and under the "Rules of Commercial Arbitration" as they exist at

the effective date of this Agreement (including provisions as to payment of fees and expenses). Arbitration shall be held in the State of Connecticut. All notices or service shall be made as required by the aforesaid rules.

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

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

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

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

**LANDLORD:
JOHN VULLO TRUSTEE**

[Signature]
Witness [Signature]

By: [Signature]

Date: 12/24/13

Print Name: JOHN VULLO

Title: Secretary Trustee

[Signature]
Witness John Vullo

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

[Signature]
Witness

By: [Signature]

Date: 12-26-13

Print Name: Maria A. Scotti
Title: Director

[Signature]
Witness

EXHIBIT A

Legal Description of Premises

A certain parcel of land situated in the Town of Glastonbury, County of Hartford and State of Connecticut, shown a parcel "B" on a certain map on file in the Glastonbury Town Clerk's Office titled: "Map prepared for Peter R. Blum, Glastonbury, Conn., "Scale 1" =40', dated 7-22-75 by Luchs & Beckerman, C.E.'s, to which map reference is made herein, being more particularly bounded and described as follows:

Beginning at a point on the southeasterly assumed street line of Candlewood Road, which point is the southwesterly corner of parcel described herein, and the northwesterly corner of parcel "A" shown on map referred to, said point being located N 20° 44' 10" E 221.29 feet and N 26° 54' 10" E 94.00 feet as measured along said southeasterly assumed street line of Candlewood Road from the northwesterly corner of land owned now or formerly by Vincent J. Edgar .

Thence running N 26° 54' 10" E 64 feet more or less along said southeasterly assumed street of Candlewood Road to a point which is the southeasterly corner of land now or formerly Bernard O. and Mary F. Bailey;

Thence running in easterly direction 1,455 feet more or less along land now or formerly of said Bernard O. Mary F. Bailey to a point;

Thence running in southerly direction 295.48 feet along land now or formerly of the Town of Glastonbury to a point;

Thence running S 78° 00' 40" W 845.49 feet to a point, and thence S 78° 48' 30" W 395.45 feet all along land now or formerly of Salvatore & Carole G. Vullo, Jeffrey Vullo, John J. Vullo, Jr. and John J. Vullo party along each, to a point;

Thence running N 8° 38' 36" W 258.78 feet to a point, and thence S 79° 40' 00" W 248.00 feet, all along other land of Grantor shown as parcel "A" on map referred to, to the point of beginning.

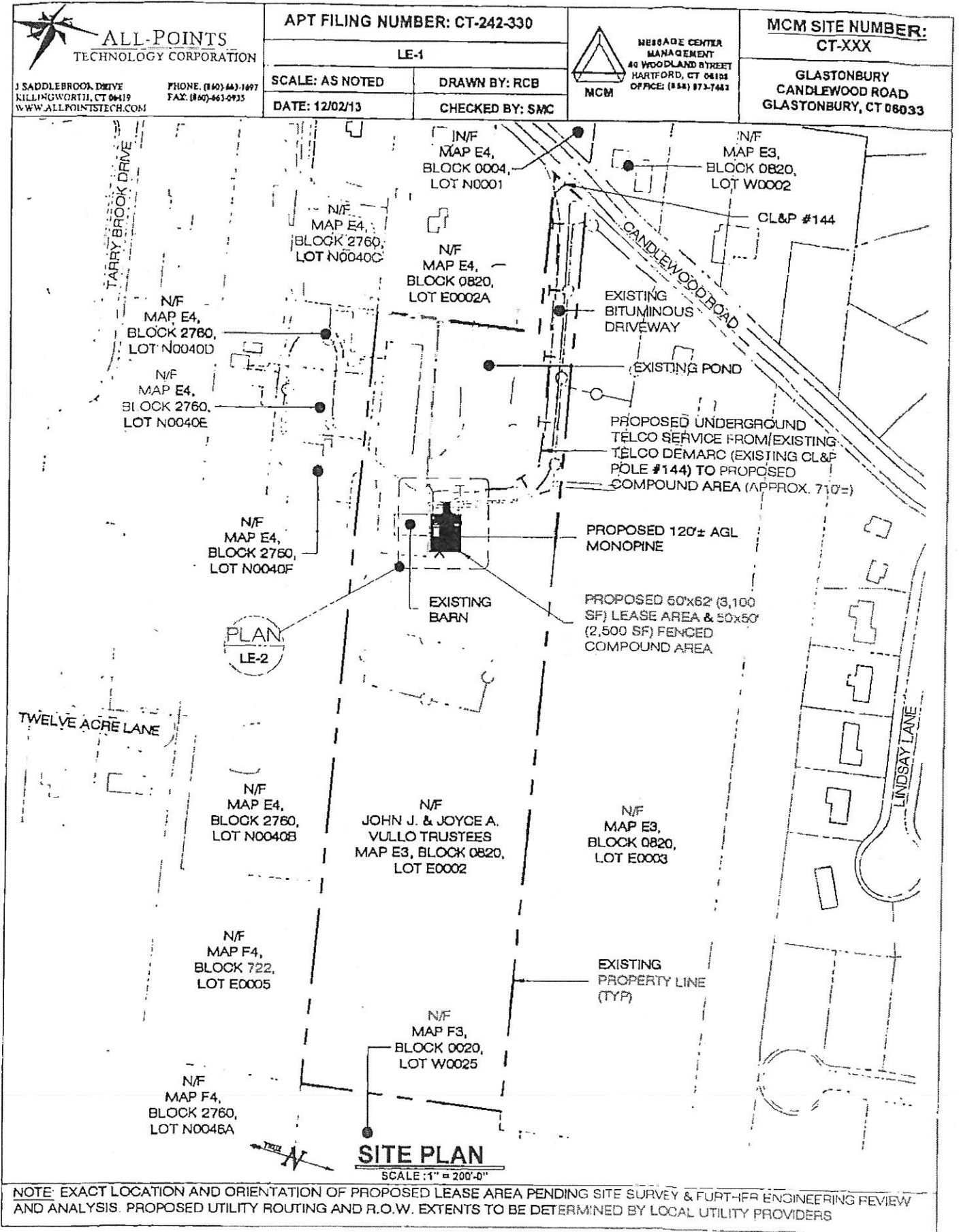
EXHIBIT A-1


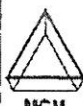
Encumbrances Affecting the Premises

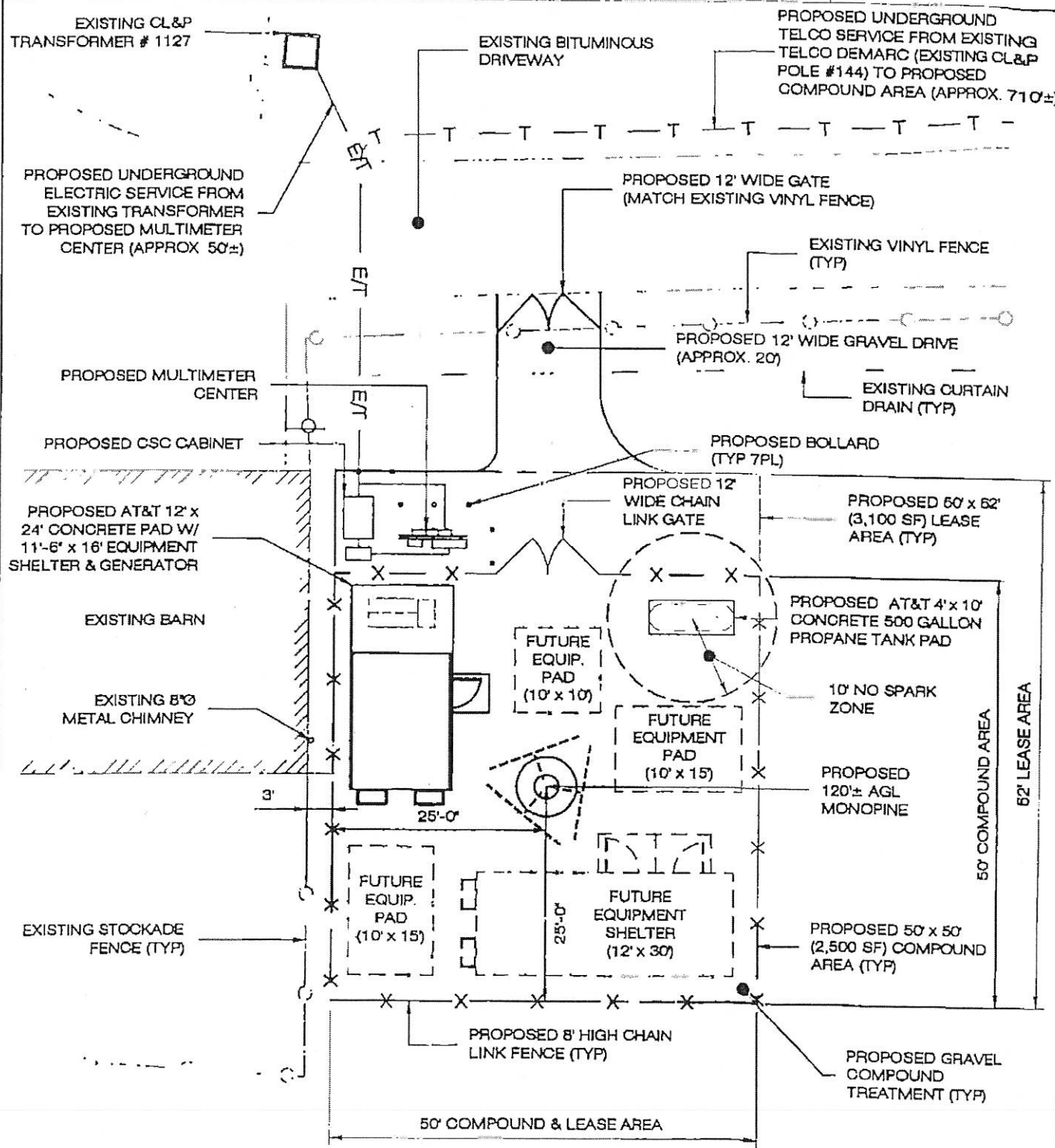
EXHIBIT B

Site Diagram of Site and Rights and Easements

SEE ATTACHED TWO (2) PAGES



 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>3 SADDLEBROOK DRIVE KILLINGWORTH, CT 06419 WWW.ALLPOINTSTECH.COM</p> <p>PHONE (860) 643-1492 FAX (860) 663-0913</p>	<p>APT FILING NUMBER: CT-242-330</p> <p>LE-2</p>	 <p>MESSAGE CENTER MANAGEMENT 40 WOODLAND STREET HARTFORD, CT 06108 OFFICE: (833) 872-7413</p>	<p>MCM SITE NUMBER: CT-XXX</p> <p>GLASTONBURY CANDLEWOOD ROAD GLASTONBURY, CT 06033</p>
	<p>SCALE: AS NOTED</p>	<p>DRAWN BY: RCB</p>	<p>DATE: 12/02/13</p>



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 AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS

EXHIBIT C

New Survey

EXHIBIT D

Letter of Authorization

Municipality:

RE: Building Permits and Land Use Approvals

John Vullo, Trustee the Owner of Map E3 Block 820 Lot E00002 on Candlewood Road, Glastonbury, CT 06033 (the "Property") does hereby appoint Message Center Management, Inc. ("MCM") and its representatives, as Owner's agent for the purpose of completing and/or filing any application, form, map, drawing, site plan or any document, useful or necessary in obtaining any zoning approval, variance, special permit or other land use approval or building permit (collectively, the "Approvals"), required to provide MCM with lawful access to, and the ability to use the Property for the purposes of installing, erecting or otherwise placing antennas, support structures and related equipment on the Property. Owner shall fully cooperate with MCM and its agents in obtaining any required Approvals. MCM shall be responsible for all costs, filing fees, or any other expense incurred in connection with securing any Approvals.

Property Owner: John Vullo, Trustee

Property: Map E3 Block 820 Lot E00002 on Candlewood Road, Glastonbury, CT 06033

By: [Signature]

Print Name: John Vullo

Title: Trustee

Authorized Signatory

STATE OF Connecticut)
COUNTY OF Hartford) : ss. Glastonbury Dec 24, 2013

Personally appeared, John Vullo Trustee, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed of said John Vullo Trustee, before me.

[Signature]
Commissioner of the Superior Court
Notary Public
My commission expires: _____

EXHIBIT E

Notice of Lease

Notice is hereby given of the existence of the following Lease Agreement and of the Rights and Easements created thereunder:

1. The name and address of the Landlord is:

John Vullo, Trustees
541 Griswold Street
Glastonbury, CT 06033

The name and address of the Tenant is:

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

2. The date of execution of the Lease Agreement by the Landlord is Dec 24, 2013.

The date of execution of the Lease Agreement by the Tenant is Dec. 26, 2013

3. Description of Landlord's premises: Map E3 Block 820 Lot E00002 on Candlewood Road, Glastonbury, CT 06033

4. Description of additional Rights and Easements created under the Lease Agreement:

A 20 foot wide easement over, under, across and upon that portion of the Landlord's premises extending from Candlewood Road to the Site ("Access Easement"). A 20 foot wide easement over, under, across and upon that portion of the Landlord's premises extending from Candlewood Road to the Site ("Utility Easement").

5. The Tenant retains a right of first refusal under the Lease Agreement with respect to the premises for the term of the Lease Agreement and all subsequent extension periods.

6. The initial term of the Lease Agreement is for Ten (10) years.

7. The commencement date of the Lease Agreement is Dec. 26, 2013.

8. The termination date of the initial term of the Lease Agreement is Dec. 25, 2023.

9. The Lease Agreement contains a provision giving the Tenant five (5) consecutive options to extend the Lease Agreement. Each extension period shall be for a term of Ten (10) years. The first such extension period shall commence following the expiration date of the initial term.
10. A copy of said Lease Agreement is on file at the offices of: Message Center Management, Inc., 40 Woodland St., Hartford, CT 06105

This instrument, being intended to be a Notice of Lease Agreement executed solely for the purpose of providing constructive notice of said Lease Agreement, is not intended to affect in any way the rights and obligations of the parties to said Lease Agreement.

IN WITNESS WHEREOF, the parties hereunto and to said Lease Agreement, have either set, or caused to beset, their respective hands and seals as of the 24th day of December 2013

LANDLORD:
JOHN VULLO TRUSTEE

[Signature]
Witness [Signature]

Printed Name: John Vullo

[Signature]
Witness John Vullo

Title: Trustee

STATE OF Connecticut)
COUNTY OF Hartford) ; ss. Glastonbury Dec. 24 , 2013

Personally appeared, John Vullo Trustee duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed of said John Vullo Trustee, before me.

[Signature]
Commissioner of the Superior Court
~~Notary Public~~
My commission expires:

TENANT:
MESSAGE CENTER MANAGEMENT, INC.

[Signature]
Witness

[Signature]
Printed Name: Maria A. Scotti

[Signature]
Witness

Title: Director

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) : ss. Hartford December 26, 2013

Personally appeared, Maria A. Scotti, duly authorized Agent of **MESSAGE CENTER MANAGEMENT, INC.**, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed of said Maria A. Scotti, before me.

[Signature]
~~Commissioner of the Superior Court~~
~~Notary Public~~
My commission expires: 2-28-2017

ORIGINAL

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment"), dated as of the 23 day of February, 2015 is by and between **JOHN VULLO TRUSTEE** with an address of 541 Griswold Street, Glastonbury, CT 06033 (the "Landlord") and **MESSAGE CENTER MANAGEMENT, INC.** of 40 Woodland Street, Hartford, Connecticut, 06105 ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated December 26, 2013, for the Premises located at Map E3, Block 820, Lot E00002 on Candlewood Road, Glastonbury, CT 06033 ("**Agreement**"); and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the sums contained in the Agreement and the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In the event that the Connecticut Siting Council or other regulatory body requires the construction of a monopole style Tower rather than a monopine style Tower on the Site, Tenant shall be allowed to construct a monopole style Tower on the Site, provided

2. Exhibit B dated December 2, 2013 of the Agreement shall be replaced with the Exhibit B dated February 19, 2015, attached hereto and made a part hereof.

Except as set forth in this First Amendment, all provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LANDLORD: VULLO TRUSTEE

By: [Signature]
Print Name: John J. Vullo
Title: Trustee

Date: 2/20/15

Witness: [Signature]
Thomas J. Flynn

Date: 2/20/15

Witness: [Signature]
Christopher Collins

Date: 2/20/15

TENANT: MESSAGE CENTER MANAGEMENT, INC.

By: [Signature]
Print Name: Maria A. Scotti
Title: Director

Date: 2-23-15

Witness: [Signature]


Date: 2-23-15

Witness: [Signature]
Care J. Wright

Date: 2/23/15

EXHIBIT B

Please see following four (4) pages



ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

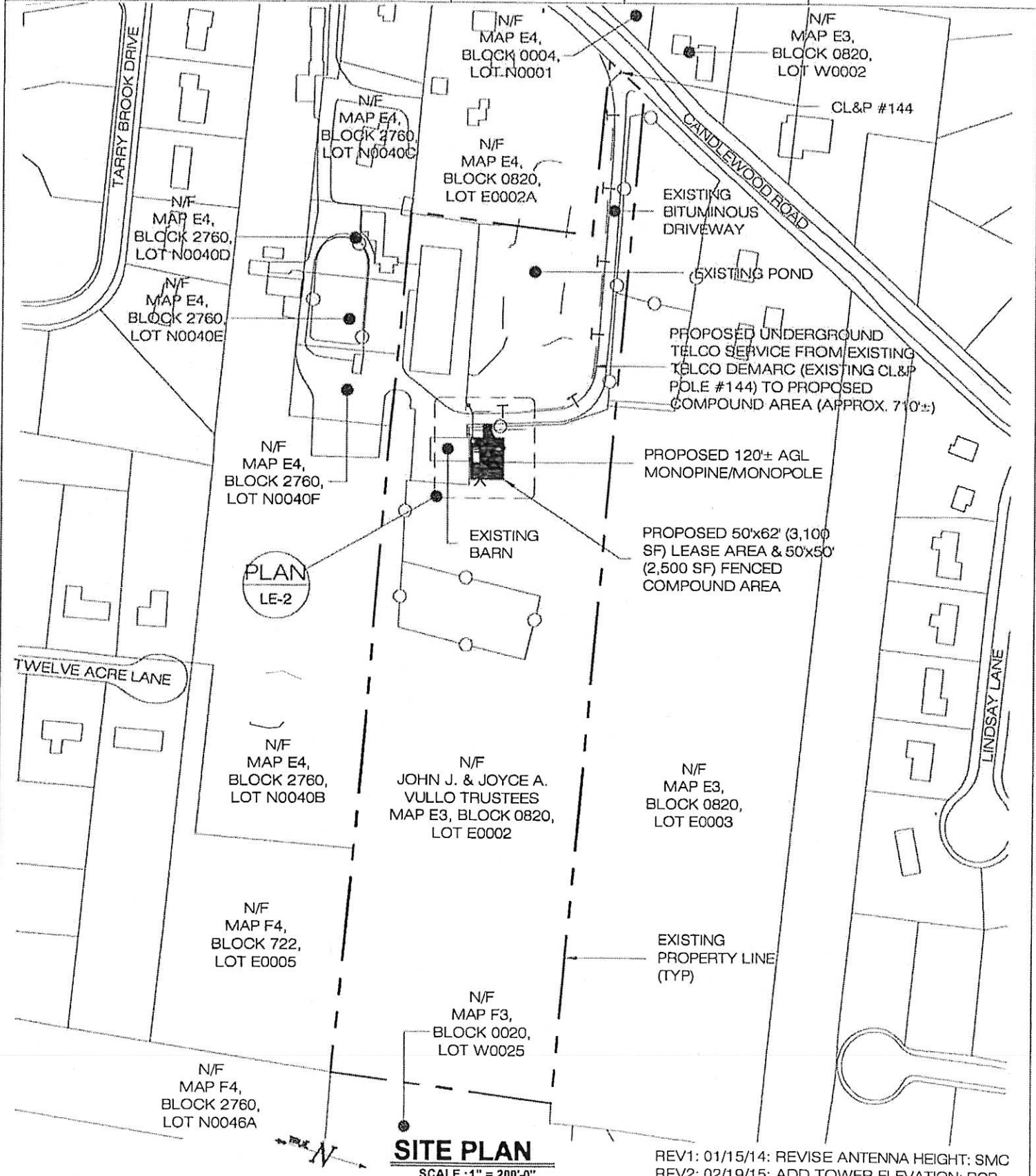
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LE-1	
SCALE: AS NOTED	DRAWN BY: RCB
DATE: 12/02/13	CHECKED BY: SMC



**MESSAGE CENTER
MANAGEMENT**
40 WOODLAND STREET
HARTFORD, CT 06105
OFFICE: (860) 973-7483



**MCM SITE NUMBER:
CT-XXX**

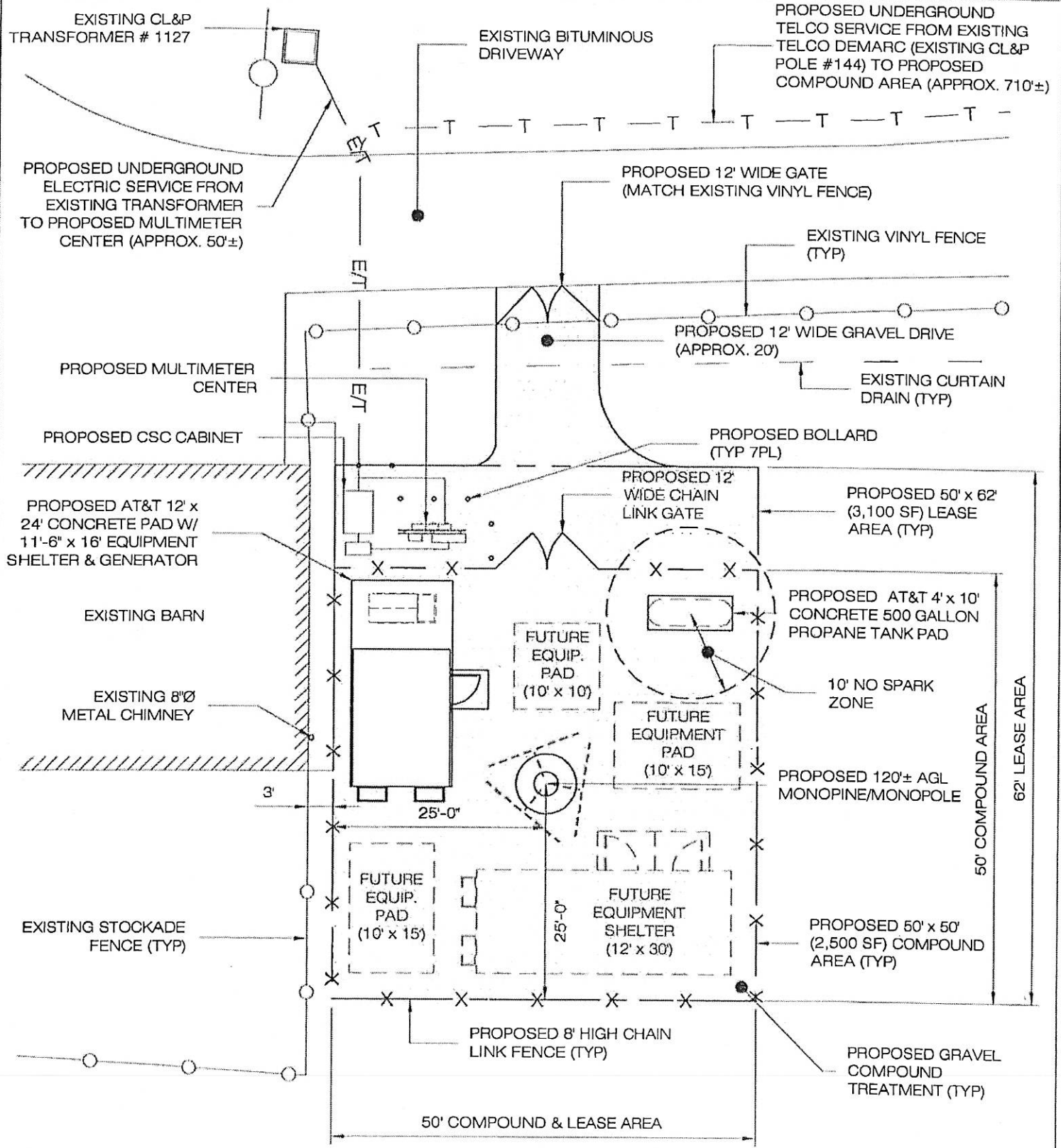
**GLASTONBURY
CANDLEWOOD ROAD
GLASTONBURY, CT 06033**



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

REV1: 01/15/14: REVISE ANTENNA HEIGHT: SMC
REV2: 02/19/15: ADD TOWER ELEVATION: RCB


 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>1 SADDLEBROOK DRIVE KILLINGWORTH, CT 06419 WWW.ALLPOINTSTECH.COM</p> <p>PHONE: (860)-663-1697 FAX: (860)-663-0935</p>	<p>APT FILING NUMBER: CT-242-330</p>		 <p>MESSAGE CENTER MANAGEMENT 40 WOODLAND STREET HARTFORD, CT 06106 OFFICE: (888) 973-7483</p>	<p>MCM SITE NUMBER: CT-XXX</p>
	<p>LE-2</p>			<p>GLASTONBURY CANDLEWOOD ROAD GLASTONBURY, CT 06033</p>
	<p>SCALE: AS NOTED</p>	<p>DRAWN BY: RCB</p>		<p>DATE: 12/02/13</p>



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

REV1: 01/15/14: REVISE ANTENNA HEIGHT: SMC
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TECHNOLOGY CORPORATION

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KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
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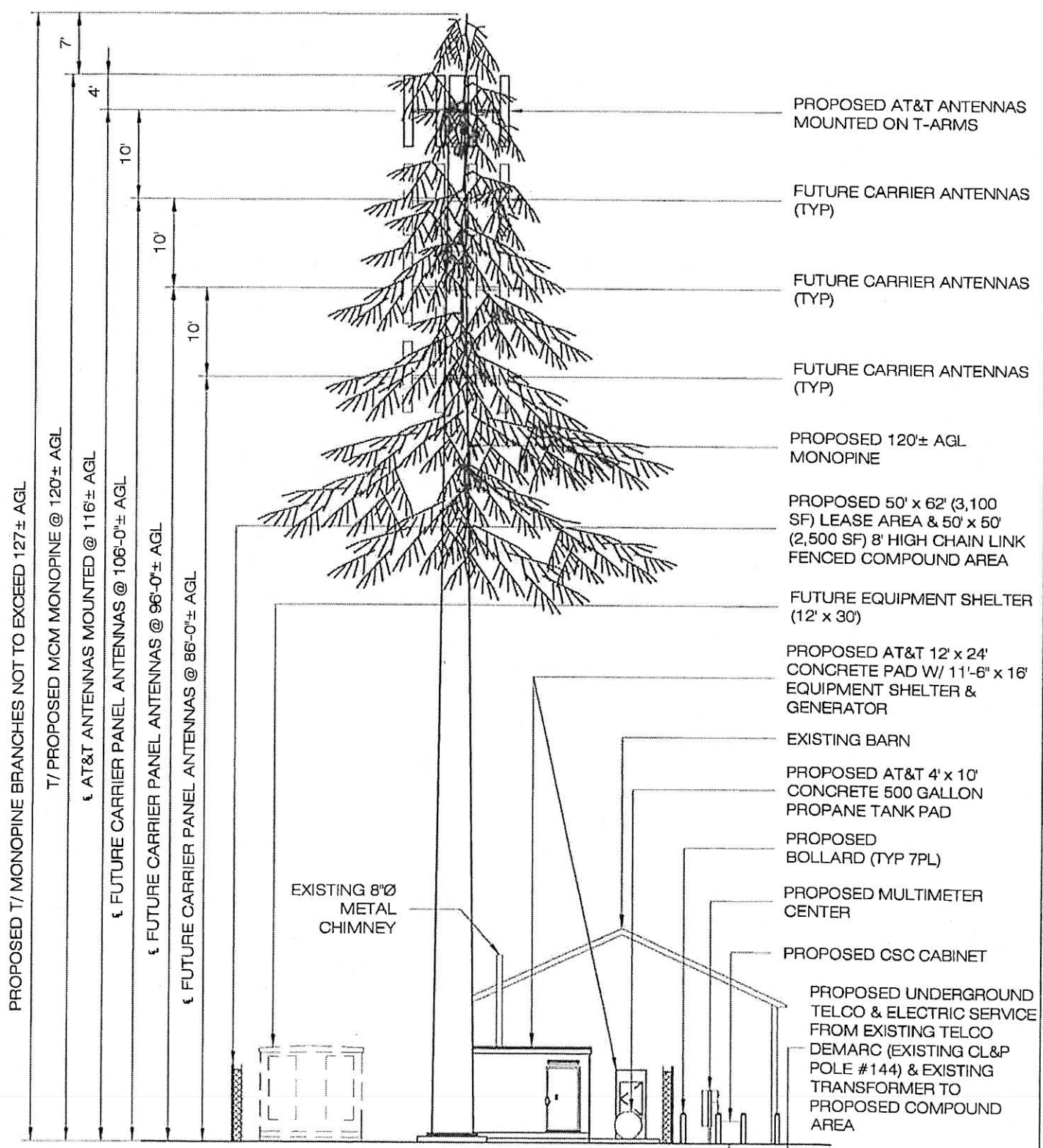
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DATE: 12/02/13	CHECKED BY: SMC



**MESSAGE CENTER
MANAGEMENT**
40 WOODLAND STREET
HARTFORD, CT 06105
OFFICE: (888) 873-7483

**MCM SITE NUMBER:
CT-XXX**

**GLASTONBURY
CANDLEWOOD ROAD
GLASTONBURY, CT 06033**

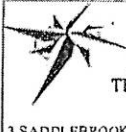


NORTHERN ELEVATION

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

REV1: 01/15/14: REVISE ANTENNA HEIGHT: SMC
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TECHNOLOGY CORPORATION

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KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT-242-330

LE-4

SCALE: AS NOTED DRAWN BY: RCB

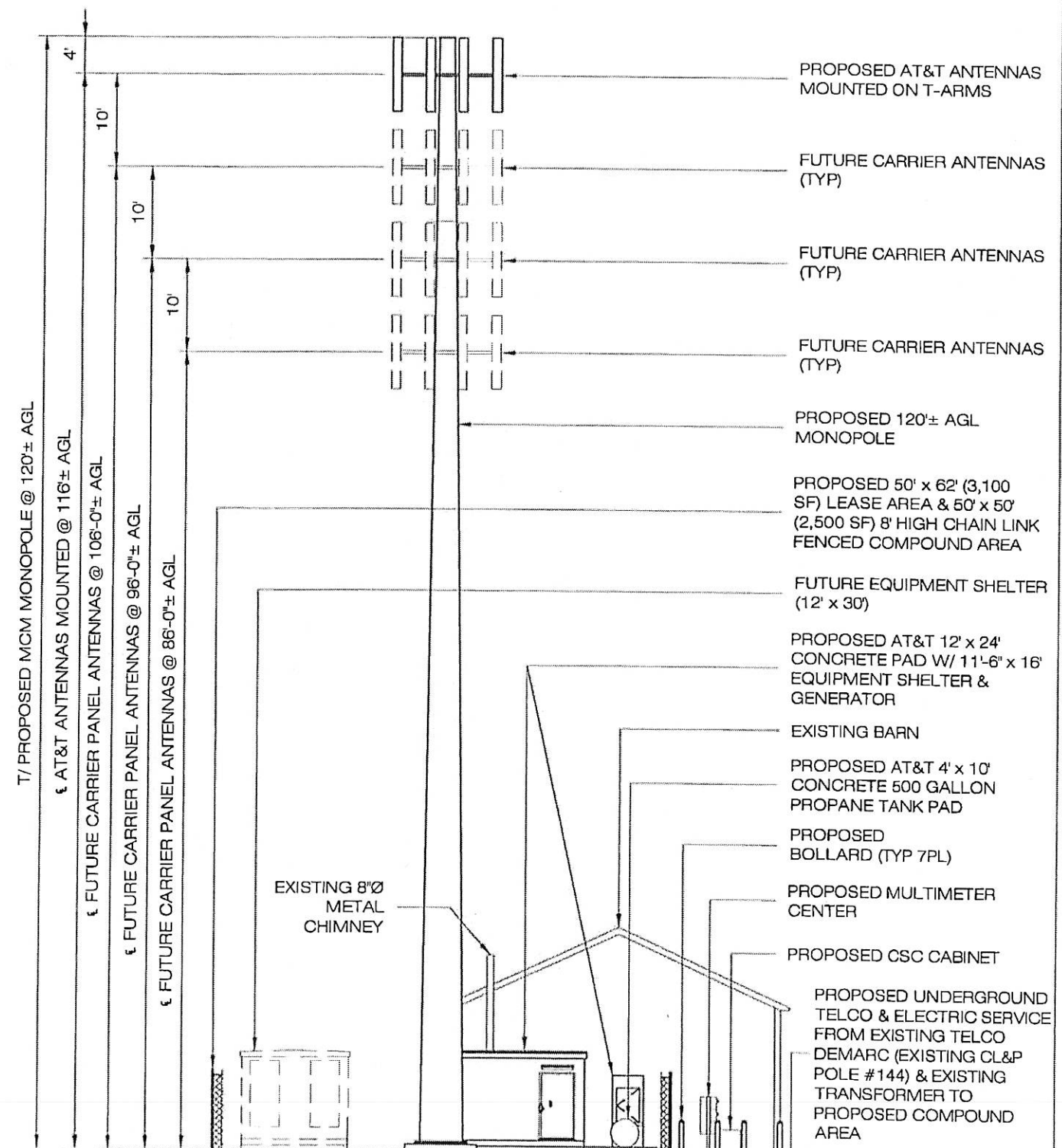
DATE: 12/02/13 CHECKED BY: SMC



MESSAGE CENTER
MANAGEMENT
40 WOODLAND STREET
HARTFORD, CT 06105
OFFICE: (888) 973-7483

**MCM SITE NUMBER:
CT-XXX**

GLASTONBURY
CANDLEWOOD ROAD
GLASTONBURY, CT 06033



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

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The Glastonbury Citizen/Rivereast News Bulletin

PO Box 373 • Glastonbury, CT 06033 • (860) 633-4691 • FAX (860) 657-3258
www.glcitizen.com • email: citizen@snet.net

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority, on this day personally appeared James Hallas,
who being by me duly sworn, deposes and says that he is the Publisher of
the Glastonbury Citizen ; that said newspaper is a news-
(name of newspaper)
paper of general circulation in Hartford County, Connecticut; and
that the attached notice(s) was published in said newspaper on the
following date(s): 3/19/2015 + 3/26/2015

James Hallas
Newspaper Representative's Signature

STATE OF CONNECTICUT SS

County of Hartford
Sworn and subscribed before me this
26th day of March, 2015
by Sandra H. Murray
SANDRA H. MURRAY, Notary Public
My Commission Expires July 31, 2017

NOTICE

Notice is hereby given, pursuant to Section 16-50I(b) of the Connecticut General Statutes and Section 16-50I-1(e) of the Regulations of Connecticut State Agencies of an Application to be filed with the Connecticut Siting Council ("Siting Council") on or after March 27, 2015 by Message Center Management ("MCM") and New Cingular Wireless PCS, LLC ("AT&T") (together the "Applicants") for a certificate of environmental compatibility and public need for the construction and maintenance of a wireless telecommunications facility in Glastonbury, Connecticut.

The proposed facility is located on a parcel of land owned by John J. & Joyce A. Vullo located on Candlewood Road with access from Candlewood Road in the Town of Glastonbury and identified on the Town of Glastonbury Assessor's Map as Map E3 Lot E002 (the "Property"). The proposed facility is located in the central portion of the Property and is proposed at a height of 120' above grade ("AGL"), designed as a monopine, with faux branches extending to an overall height of 127' AGL. The Property is an approximately 8.91 acre parcel which is currently improved with horse pastures, barns and stables. The Facility is proposed to allow commercial wireless services in northern Glastonbury. The tower, antennas and ground equipment will be located within a 3,100 s.f. fenced equipment compound area. Vehicle and utility access to the facility would be from Candlewood Road over an existing 680' bituminous access drive, then along a proposed gravel access drive approximately 30' to the tower compound.

The location, height and other features of the proposed Facility are subject to review and potential change under provisions of the Connecticut General Statutes Sections 16-50g et. seq.

The Application explains the need, purpose and benefits of the facility and also describes the environmental impacts of the proposed facility. The facility will be available for co-location by other wireless carriers.

A balloon, representative of the proposed height of the facility, will be flown at the proposed site on the first day of the Siting Council public hearing on the Application, which will take place in the Town of Glastonbury, or such other date specified by the Siting Council and a time to be determined by the Siting Council, but anticipated to be between the hours of 12pm and 5pm.

Interested parties and residents of Glastonbury, Connecticut are invited to review the Application during normal business hours after March 27, 2015, when the application is anticipated to be filed, at the following offices:

Connecticut Siting Council 10 Franklin Square New Britain, CT 06051	Joyce P. Mascena Town Clerk Glastonbury Town Hall PO Box 6523 2155 Main Street Glastonbury, CT 06033	Joseph V. Camposeo Town Clerk Manchester Town Hall P.O. Box 191 41 Center Street Manchester, CT 06045	Angela M. Attenello Town Clerk East Hartford Town Hall 740 Main Street-2nd Floor East Hartford, CT 06108
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or the offices of the undersigned. All inquiries should be addressed to the Connecticut Siting Council or to the undersigned.

Christopher B. Fisher, Esq.
Daniel M. Laub, Esq.
Cuddy & Feder LLP
445 Hamilton Ave, 14th Floor
White Plains, New York 10601
(914) 761-1300
Attorneys for the Applicants

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Notice is hereby given, pursuant to Section 16-50(b) of the Connecticut General Statutes and Section 16-50-1(e) of the Regulations of Connecticut State Agencies of an Application to be filed with the Connecticut Siting Council ("Siting Council") on or after March 27, 2015 by Message Center Management ("MCM") and New Cingular Wireless PCS, LLC ("AT&T") (together the "Applicants") for a certificate of environmental compatibility and public need for the construction and maintenance of a wireless telecommunications facility in Glastonbury, Connecticut.

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10 Franklin Square	Town Clerk	Town Clerk	Town Clerk
New Britain, CT 06051	Glastonbury Town Hall	Manchester Town Hall	East Hartford Town Hall
	PO Box 6523	P.O. Box 191	740 Main Street-2nd Floor
	2155 Main Street	41 Center Street	East Hartford, CT 06108
	Glastonbury, CT 06033	Manchester, CT 06045	

or the offices of the undersigned. All inquiries should be addressed to the Connecticut Siting Council or to the undersigned.

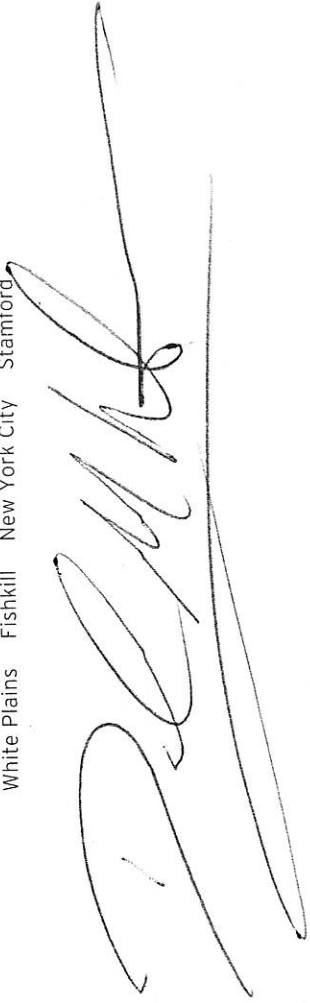
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 Attorneys for the Applicants

**CUDDY &
FEDER**^{LLP}

ATTORNEYS AT LAW
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601-1807

CONFIDENTIAL PROPRIETARY INFORMATION
CONTENTS: UNREDACTED LEASE PAGES
FILING ENTITY: APPLICANT MCM
DATE: MAY 14, 2015
DOCKET: 459

White Plains Fishkill New York City Stamford

A handwritten signature in black ink, appearing to be 'R. M. H.', written over a horizontal line. The signature is stylized and cursive.