

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE:

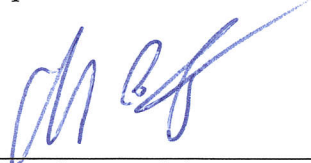
APPLICATION OF AMERICAN TOWERS LLC (ATC)  
AND NEW CINGULAR WIRELESS PCS, LLC (AT&T)  
FOR A CERTIFICATE OF ENVIRONMENTAL  
COMPATIBILITY AND PUBLIC NEED FOR THE  
CONSTRUCTION, MAINTENANCE AND OPERATION  
OF A TELECOMMUNICATIONS TOWER FACILITY IN  
EAST LYME, CONNECTICUT

DOCKET NO. \_\_\_\_\_

10/5, 2015

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE OF THE EXACT  
MONTHLY RENT IN THE LEASE AGREEMENT BETWEEN AMERICAN TOWERS LLC  
(LESSOR) AND A.JAMES DECOSTA AND BONNIE L. DECOSTA (LESSEES)

In furtherance of the Council's ruling in Docket 366, Applicant American Towers LLC ("ATC"), respectfully moves for a protective order related to the disclosure of the exact monthly rent in the respective Lease Agreement with A. James DeCosta and Bonnie L. DeCosta ("Lessees"). The Siting Council's evaluation of the Applicants' proposed facility should not be based on the financial terms of American Tower's agreement with the Lessees A. James DeCosta and Bonnie L. DeCosta as it does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, American Towers considers the specific amount of rent and other financial terms that these parties agreed upon as proprietary corporate information. It is respectfully submitted that the specific monthly rent of the Lease Agreement between ATC and A. James DeCosta and Bonnie L. DeCosta 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 lease 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 lease attached to this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.



Christopher B. Fisher, Esq.  
Cuddy & Feder LLC  
Attorneys for the Applicant

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE:


APPLICATION OF AMERICAN TOWERS LLC ("ATC") DOCKET NO. \_\_\_\_  
AND NEW CINGULAR WIRELESS PCS, LLC (AT&T)  
FOR A CERTIFICATE OF ENVIRONMENTAL  
COMPATIBILITY AND PUBLIC NEED FOR THE October 5, 2015  
CONSTRUCTION, MAINTENANCE AND OPERATION  
OF A TELECOMMUNICATIONS TOWER FACILITY  
AT 351A BOSTON POST ROAD IN THE TOWN OF  
EAST LYME

AFFIDAVIT OF MATTHEW RUSSELL

Matthew Russell, being duly sworn, deposes and states that:


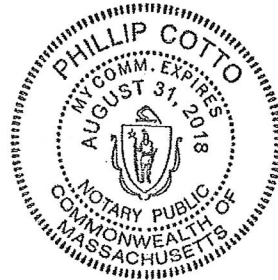
1. I am over the eighteen years of age and understand the obligation of making a statement under oath.
2. I am a Project Manager with American Towers LLC ("ATC").
3. I am familiar with ATC and AT&T's Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications tower facility located at 351A Boston Post Road in East Lyme, Connecticut (the "Application").
4. I am familiar with the lease between American Towers LLC and A. James DeCosta and Bonnie L. DeCosta, the owners of the property located at 351A Boston Post Road, that is being submitted to the Connecticut Siting Council ("lease").
5. A redacted copy of the lease between ATC and A. James DeCosta and Bonnie L. DeCosta is 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 ATC to A. James DeCosta and Bonnie L. DeCosta 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. ATC would be harmed by the disclosure of the Confidential Information.
9. ATC 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.



Matthew Russell  
Project Manager  
American Towers LLC

Subscribed and sworn to before me  
this 2 day of October, 2015

  
Notary Public

Site Name: East Lyme Relo CT  
Site Number: 280325

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("*Agreement*") is made effective as of the date of the latter signature hereof (the "*Execution Date*") and is by and between Landlord and American Tower.

### RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the "*Property*") located in the County of New London, State of Connecticut, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord desires to grant to American Tower an option to lease from Landlord a portion of the Property (the "*Compound*"), together with easements for ingress and egress and the installation and maintenance of utilities (the "*Easement*" and together with the Compound, the "*Site*") both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Business and Defined Terms.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

- (a) *American Tower:* American Towers LLC, a Delaware limited liability company
- (b) *Notice Address of American Tower:* American Towers LLC  
c/o American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management
- with a copy to:* American Towers LLC  
c/o American Tower Corporation  
116 Huntington Ave.  
Boston, MA 02116  
Attn: Law Department
- (c) *Landlord:* A. James DeCosta and Bonnie L. DeCosta
- (d) *Notice Address of Landlord:* 351A Post Road, East Lyme, CT 06333
- (e) *Initial Option Period:* 18 months
- (f) *Renewal Option Period(s):* 1 additional period of 18 months.
- (g) *Option Period:* The Initial Option Period and any Renewal Option Period(s)
- (h) *Option Consideration (Initial Option Period):* [REDACTED]
- (i) *Option Extension Consideration (Renewal Option Period(s)):* [REDACTED]

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(j) **Commencement Date:** The date specified in the written notice by American Tower to Landlord exercising the Option constitutes the Commencement Date of the Term.

(k) **Initial Term:** Five (5) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.

(l) **Renewal Terms:** Each of the four (4) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

(m) **Term:** The Initial Term with any and all Renewal Terms

(n) **Rent:** The monthly amount of [REDACTED]

(o) **Increase Amount:** Rent will increase at the commencement of each Renewal Term by an amount equal to [REDACTED] of Rent for the previous five (5) year period.

(p) **Increase Date:** The first date of each Renewal Term.

## 2. Option to Lease.

(a) **Grant of Option.** Landlord hereby gives and grants to American Tower and its assigns, an exclusive and irrevocable option to lease the Site during the Initial Option Period (the "**Option**").

(b) **Extension of Option.** The Initial Option Period will automatically be extended for each Renewal Option Period unless American Tower provides Landlord written notice of its intent not to extend the Option.

(c) **Consideration for Option.** Option Consideration is due and payable in full within thirty (30) days of the Execution Date and American Tower will pay Landlord any Option Extension Consideration within thirty (30) days of the commencement of any Renewal Option Period.

### (d) Option Period Inspections and Investigations.

(i) During the Option Period, Landlord will provide American Tower with any keys or access codes necessary for access to the Property.

(ii) During the Option Period, American Tower and its officers, agents, employees and independent contractors may enter upon the Property to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a metes and bounds survey of the Site and/or the Property (the "**Survey**"), provided that American Tower will not unreasonably interfere with Landlord's use of the Property in conducting these activities. At American Tower's discretion, the legal description of the Site as shown on the Survey may replace Exhibit B of this Agreement and be added as Exhibit B of the Memorandum of Lease.

(iii) American Tower may not begin any construction activities on the Site during the Option Period other than those activities described in, or related to, this Paragraph 2(d).

(e) **Exercise of Option.** American Tower may, in its sole discretion, exercise the Option by delivery of written notice to Landlord at any time during the Option Period. If American Tower exercises the Option then Landlord will lease the Site to American Tower subject to the terms and conditions of this Agreement. If American Tower does not exercise the Option, this Agreement will terminate.

3. Term.

(a) Initial Term. The Initial Term is as provided in Paragraph 1(k).

(b) Renewal Terms. American Tower will have the right to extend this Agreement for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Agreement except that Rent will escalate as provided in Paragraph 4(b). This Agreement will automatically be renewed for each successive Renewal Term unless American Tower notifies Landlord in writing of American Tower's intention not to renew the Agreement at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

4. Consideration.

(a) American Tower will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at Landlord's Notice Address. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) In the event American Tower makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Agreement, American Tower may, but will not be required to, treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(d) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

5. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "*Tower*"), structural tower base(s), guy anchors, guy wires, communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "*Tower Facilities*"), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals (the "*Intended Use*").

(b) American Tower, at its sole discretion, will have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a "*Collocator*" and collectively, the "*Collocators*"). The Collocators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound, including, but not limited to, antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use. The Collocators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

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6. Tower Facilities.

(a) American Tower will have the right, at American Tower's sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term, as well as upon the expiration or termination of this Agreement.

(b) Landlord grants American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord contiguous to the Site as set forth on Exhibit B as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities, including: (i) access to the Site for construction machinery and equipment; (ii) storage of construction materials and equipment during construction of the Tower Facilities; and (iii) use of a staging area for construction, installation and removal of equipment.

(c) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) American Tower will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower the right to clear all trees, undergrowth, or other obstructions, and to trim, cut, and keep trimmed all tree limbs within the Compound which may interfere with or fall upon the Tower Facilities or the Site.

(e) American Tower will remove all of the above-ground portions of the Tower Facilities within 180 days following the expiration or termination of this Agreement.

(f) If the Tower is a guyed tower, Landlord grants American Tower an easement in, over, across and through the Property or any other real property owned by Landlord as may be necessary to American Tower during the Term of this Agreement for the installation, maintenance, alteration, removal, relocation and replacement of and access to guy wires and guy wire anchors which may be required by American Tower at its sole discretion and located outside of the Site.

7. Utilities.

(a) American Tower will have the right to install utilities, at American Tower's expense, and to improve present utilities on the Property and the Site. American Tower will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities. American Tower shall have utilities on the Easement installed underground as shown on Exhibit B. If for any reason utilities cannot be installed underground, American Tower will obtain Landlord's approval of any plans for above-ground installation of utilities, which approval shall be in Landlord's sole discretion. Landlord shall give such approval or provide American Tower with its requests for changes within fifteen (15) days of Landlord's receipt of American Tower's plans. If Landlord does not provide such approval or request for changes within such fifteen (15) day period, Landlord shall be deemed to have approved the plans. If American Tower determines, in its sole discretion, that underground installation of utilities is not feasible and Landlord denies approval of plans for above-ground installation or conditions such approval such that American Tower determines, in its sole discretion, that the conditions render above-ground installation unreasonable, American Tower shall have the right to terminate this Agreement pursuant to Paragraph 11(c).

(b) If utilities necessary to serve the equipment of American Tower or the equipment of any Collocator cannot be located within the Site, Landlord agrees to allow the installation of utilities on the

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Property or other real property owned by Landlord without requiring additional compensation from American Tower or any Collocator. Landlord will, upon American Tower's request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.

(c) American Tower and the Collocators each may install backup generator(s).

## **8. Access**

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invites or agents, Landlord will repair the damage at its own expense. To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by American Tower or American Tower's tenants, licensees, invites or agents, American Tower will repair the damage at its own expense

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Compound is intentionally impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, American Tower may at its sole discretion deduct from Rent due under this Agreement an amount equal to five hundred and 00/100 dollars (\$500.00) per day for each day that such access is impeded or denied. Notwithstanding the foregoing, Landlord shall not be required to construct or maintain that portion of the Easement required by American Tower for access from Landlord's driveway to the Compound, nor shall Landlord be responsible for impediments to access along any portion of the Easement caused by snow, fallen trees or branches or other weather related or natural causes.

## **9. Representations and Warranties of Landlord.** Landlord represents and warrants to American Tower and American Tower's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property;

(c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or American Tower's rights under this Agreement;



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(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to American Tower or any Collocator, free and clear of all liens and encumbrances. Landlord covenants that American Tower will have the quiet enjoyment of the Compound during the term of this Agreement. If Landlord fails to keep the Site free and clear of any liens and encumbrances, American Tower will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by American Tower on Landlord's behalf from future installments of Rent;

(f) American Tower will at all times during this Agreement enjoy ingress, egress, and access from the Site twenty-four (24) hours a day, seven (7) days a week, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and

(g) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

**10. Interference.** Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("**Interference**"). Interference will be deemed a material breach of this Agreement by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from American Tower. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than twenty-four (24) hours after American Tower's written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to American Tower, and American Tower will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

**11. Termination.** This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days' written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the "**Approvals**"); or

(c) Upon thirty (30) days' written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower's sole but reasonable judgment, for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s).

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(d) In the event of termination by American Tower or Landlord pursuant to any provision contained in Paragraph 11 herein, American Tower shall be relieved of all further liability hereunder.

12. Taxes.

(a) American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within twelve (12) months of the date said taxes were originally due. Additionally, as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate American Tower as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join American Tower in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property, Compound and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, American Tower will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by American Tower on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

13. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "*Environmental Laws*") by either Landlord or to Landlord's knowledge by any third party; and

(ii) To Landlord's knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) American Tower agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term "*Hazardous Materials*" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

**14. Indemnification.**

(a) General.

(i) Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; or (C) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of American Tower, or American Tower's employees, agents or independent contractors; or (C) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless American Tower from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of American Tower. Notwithstanding the obligation of Landlord to indemnify American Tower pursuant to this Agreement, Landlord will, upon demand of American Tower, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) American Tower, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of American Tower's activities after the execution of this Agreement.

**15. Right of First Refusal; Sale of Property.**

(a) During the Term, prior to selling the Site or any portion of or interest in the Property or the Site, including but not limited to a leasehold interest or easement, and/or prior to assigning the Rent or

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any portion of Rent to a third party, Landlord shall notify American Tower in writing of the sale price and terms offered by a third party (the "*Offer*"), together with a copy of the Offer. American Tower will have the right of first refusal to purchase the real property interest or Rent or portion of Rent being sold by Landlord to such third party on the same financial terms of the Offer. American Tower will exercise its right of first refusal within thirty (30) days of receipt of Landlord's notice and if American Tower does not provide notice within thirty (30) days, American Tower will be deemed to have not exercised its right of first refusal. If American Tower does not exercise its right of first refusal, Paragraph 15(b) of this Agreement will control the terms of the sale.

(b) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement the purchaser must agree to perform, without requiring compensation from American Tower or any Collocator, any obligation of the Landlord under this Agreement, including Landlord's obligation to cooperate with American Tower as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following the sale without requiring compensation from American Tower or any Collocator to be paid to such purchaser.

**16. Assignment.**

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or American Tower is subject to the provisions of this Agreement.

(b) Landlord may assign this Agreement in its entirety to any third party in conjunction with a sale of the Property in accordance with Paragraph 15 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement without the prior written consent of American Tower.

(c) American Tower may assign this Agreement without prior notice to or the consent of Landlord. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(d) American Tower may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "*Secured Parties*"). If requested by American Tower, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by American Tower, Landlord agrees to notify American Tower and American Tower's Secured Parties simultaneously of any default by American Tower and to give Secured Parties the same right to cure any default as American Tower. If a termination, disaffirmance or rejection of the Agreement by American Tower pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a thirty (30)-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

**17. Condemnation.** If a condemning authority takes all of the Site, or a portion sufficient in American Tower's sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and American Tower will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for American Tower includes, where applicable, the value of the Tower Facilities, moving

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expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than the entire Site such that the Site remains suitable for American Tower's Intended Use, the Rent payable under this Agreement will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

**18. Insurance.** American Tower will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as American Tower may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of one million and 00/100 dollars (\$1,000,000.00).

**19. Waiver of Damages.**

(a) In the event that American Tower does not exercise its Option: (i) Landlord's sole compensation and damages will be fixed and liquidated to the sums paid by American Tower to Landlord as consideration for the Option; and (ii) Landlord expressly waives any other remedies it may have for a breach of this Agreement including specific performance and damages for breach of contract.

(b) Neither Landlord nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

**20. Confidentiality.** Landlord will not disclose to any third party the Rent payable by American Tower under this Agreement and will treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Agreement.

**21. Subordination Agreements.**

(a) If the Site is encumbered by a mortgage or deed of trust, within thirty (30) days of receipt of a written request from American Tower, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by American Tower, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within thirty (30) days of such request.

Site Name: East Lyme Relo CT  
Site Number: 280325

22. **Notices.** All notices or demands by or from American Tower to Landlord, or Landlord to American Tower, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in Paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this Paragraph 22, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

23. **Further Acts.**

(a) Within fifteen (15) days after receipt of a written request from American Tower, Landlord will execute any document necessary or useful to protect American Tower's rights under this Agreement or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with American Tower in its exercise of its rights under this Agreement.

(b) American Tower will be entitled to liquidated damages for the revenue lost by American Tower as a result of any delay caused by Landlord's unwillingness to execute a document or to take any other action deemed necessary by American Tower to protect American Tower's leasehold rights or to facilitate the Intended Use. As the actual amount of such lost revenue is difficult to determine, the parties agree that American Tower may deduct the amount of one hundred and 00/100 dollars (\$100.00) per day from future installments of Rent for any delay to American Tower caused by Landlord's failure or unwillingness to act, such amount being an estimate of American Tower's lost revenue. American Tower's right to collect such liquidated damages will in no way affect American Tower's right to pursue any and all other legal and equitable rights and remedies permitted under applicable laws.

24. **Memorandum of Lease.** Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

25. **Miscellaneous.**

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may at American Tower's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "Title") on the Property.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

Site Name: East Lyme Relo CT  
Site Number: 280325

(e) Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and American Tower.

(g) If either Landlord or American Tower is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(h) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(j) American Tower may obtain title insurance on its interest in the Site, and Landlord will cooperate by executing any documentation required by the title insurance company.

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(l) Landlord will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(m) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(n) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(o) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(p) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

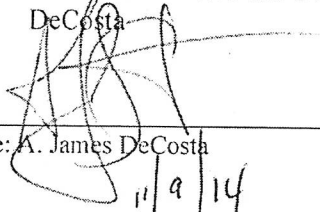
[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: East Lyme Relo CT  
Site Number: 280325

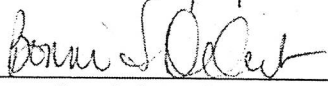
IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD:

A. James DeCosta and Bonnie L.  
DeCosta

  
Name: A. James DeCosta

Date: 11/9/14

  
Name: Bonnie L. DeCosta

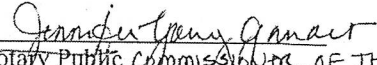
Date: 11/9/14

STATE OF CONNECTICUT  
COUNTY OF NEW LONDON

~~COMMISSIONER OF THE SUPERIOR COURT OF THE~~  
I, a ~~Notary Public~~ of the County and State aforesaid, certify that  
A. JAMES DECOSTA came before me this day and acknowledged the execution of the  
foregoing instrument.

Witness my hand and official stamp or seal, this 9<sup>TH</sup> day of NOVEMBER, 2014.

[Affix Notary Seal]

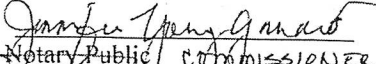
  
~~Notary Public~~ ~~COMMISSIONER OF THE~~  
My commission expires: SUPERIOR COURT

STATE OF CONNECTICUT  
COUNTY OF NEW LONDON

~~COMMISSIONER OF THE SUPERIOR COURT OF THE~~  
I, a ~~Notary Public~~ of the County and State aforesaid, certify that  
BONNIE L. DECOSTA came before me this day and acknowledged the execution of the  
foregoing instrument.

Witness my hand and official stamp or seal, this 9<sup>TH</sup> day of NOVEMBER, 2014.

[Affix Notary Seal]

  
~~Notary Public~~ ~~COMMISSIONER OF THE~~  
My commission expires: SUPERIOR COURT

\_\_\_\_\_  
\_\_\_\_\_





Site Name: East Lyme Relo CT  
Site Number: 280325

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease

Site Name: East Lyme Relo CT  
Site Number: 280325

## EXHIBIT A

### DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described and/or depicted as follows:

A certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of East Lyme, County of New London and State of Connecticut, being a portion of Lot 8 and a portion of Lot 9 on a map entitled "Section 2 Apple Hill Subdivision Sheet 1 of 1 Date 1/10/73 Scale 1" = 100' Property of James J. Gallagher & Peter Immordino Boston Post Road East Lyme Hub Corporation Civil Engineers", which map is on file in the Town Clerk's Office, Town of East Lyme. The premises are more particularly bounded and described as follows:

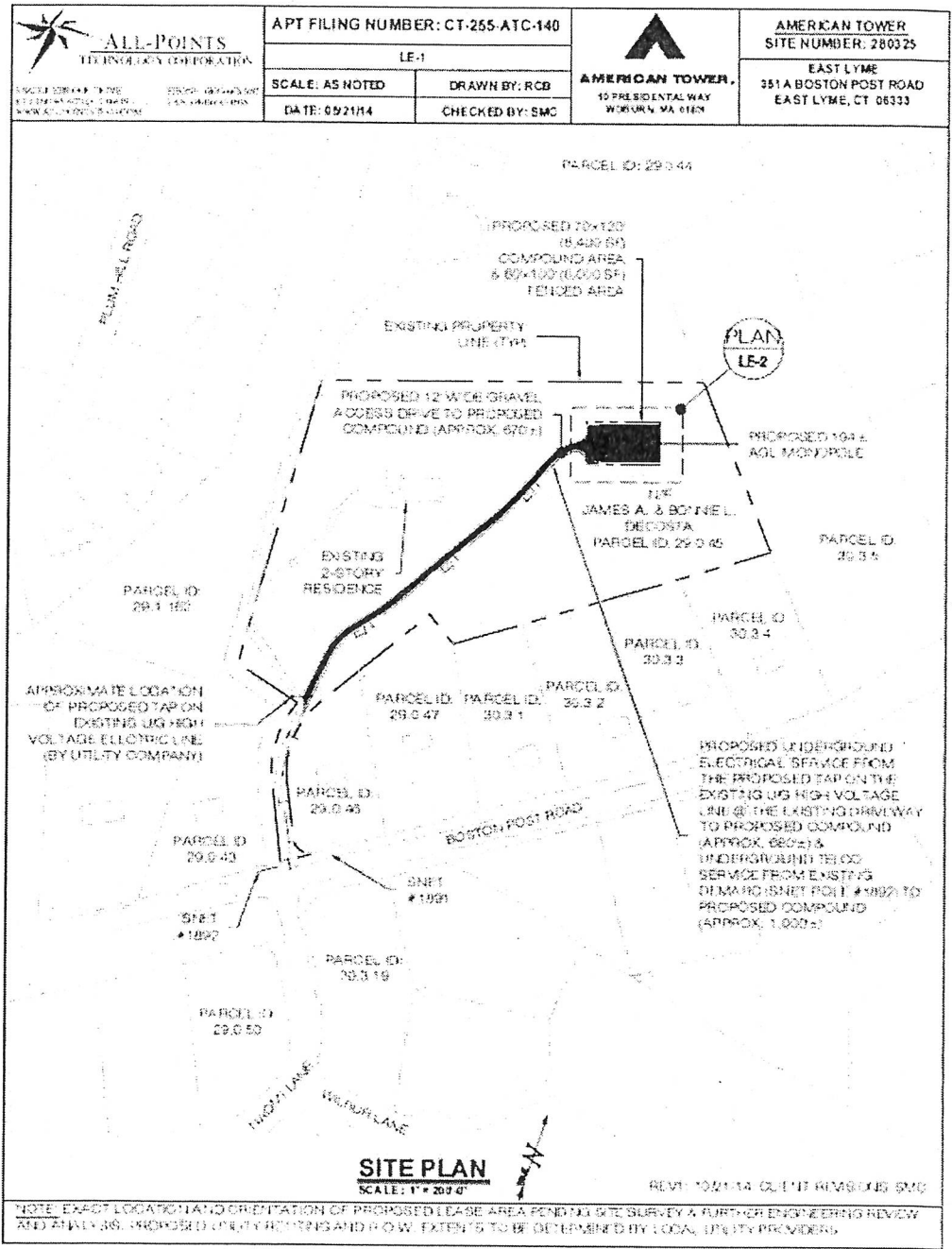
Beginning at a point on the north side of Boston Post Road, and which point is 221.28 feet N 73° 02' 28" E of a CHD monument; thence N 8° 27' 22" W, 132.72 feet to a point; thence running along the arc of a circle with a radius of 170 feet, a distance of 140.64 feet to a point; thence running N 59° 30' 50" W, 119.19 feet to a point; thence running N 14° 12' 51" E, 483.28 feet to a point; thence N 87° 45' 54" E., 639.26 feet to a point; thence S 24° 08' 54" E along a stone wall, 207.93 feet to a point; thence S 25° 41' 21" E still along said stone wall, 91.97 feet to a point; that point is further described as being the northeast corner of Lot No. 7 on the above mentioned map, the previous two courses run along the boundary line of land now or formerly of Walter F. Scaplen and Elizabeth A. Scaplen; thence S 71° 44' 31" W, 52.93 feet to a point; said course runs along the boundary line of Lots Nos. 7, 6, 5, and 4 on the above mentioned map. Thence N 40° 50' 25" W, 62.43 feet to a point; thence S 49° 09' 35" W, 233.09 feet to a point; the previous two courses running along Lots Nos. 2 and 3 on the above mentioned map; thence running along the curve of a circle with a radius of 145.00 feet, a distance of 145.81 feet to a point; thence S 8° 27' 22" E, 94.16 feet to a point; thence running along the arc of a circle with a radius of 30 feet, a distance of 51.58 feet to a point on the northerly side of Boston Post Road; said point is further described as being 139.92 feet S 73° 02' 28" W of a CHD monument; thence S 73° 02' 28" W, 60.10 feet to the point or place of beginning.

Site Name: East Lyme Relo CT  
 Site Number: 280325

EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

Locations are approximate. American Tower may, at its option, replace this exhibit with a copy of the survey of the Site.



Site Name: East Lyme Relo CT  
Site Number: 280325

EXHIBIT C  
MEMORANDUM OF LEASE

[see following pages]

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Prepared by and Return To:  
American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
Site #280325  
Site Name: East Lyme Relo CT

Cross Reference: Book: 791; Pg: 198

#### Memorandum of Lease Agreement

**THIS MEMORANDUM OF AGREEMENT** ("Memorandum") is executed this 21<sup>st</sup> day of NOVEMBER, 2014 by and between A. James DeCosta and Bonnie L. DeCosta, with a mailing address of 351A Post Road, East Lyme, CT 06333 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the 21<sup>st</sup> day of NOVEMBER, 2014 a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

1. **Option.** The initial term of the Option is eighteen (18) months from the date of the Agreement. This Option can be extended by American Tower for one (1) additional period of eighteen (18) months and for such other periods as the Landlord and American Tower mutually agree.

2. **Property.** Landlord owns certain real property described in **Exhibit "A"** ("Property"). Subject to the terms of the Agreement, Landlord has granted to American Tower an option to lease a portion of the Property ("Compound") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Site", as shown on **Exhibit "B"**), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** Should American Tower exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for five (5) years commencing upon the date American Tower specifies in a written notice to Landlord. The Agreement will automatically renew for four (4) additional periods of five (5) years each unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

**Landlord:** A James and Bonnie L DeCosta  
351A Post Road  
East Lyme, CT 06333

**American Tower** American Towers LLC  
C/O American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management

**With a Copy to:** American Towers LLC  
C/O American Tower Corporation  
116 Huntington Avenue  
Boston, MA 02116  
Attn: Law Department

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

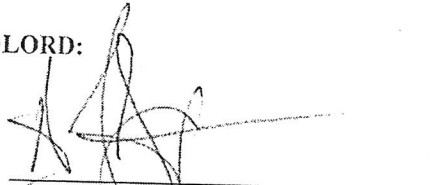
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IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LANDLORD:

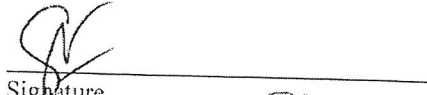
WITNESSES:

By:

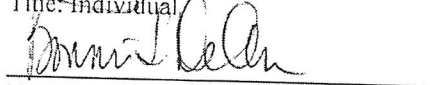


Name: A. James DeCosta  
Title: Individual

Signature



By:

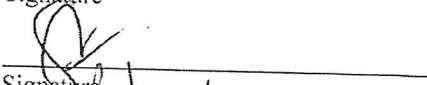


Name: Bonnie L. DeCosta  
Title: Individual

Signature



Signature



Signature



STATE OF CONNECTICUT

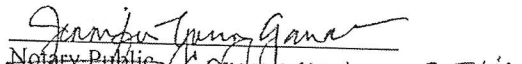
)

COUNTY OF NEW LONDON

) ss: EAST LYME

)

On the 9<sup>TH</sup> day of NOVEMBER, 2014, the undersigned notary public, personally appeared A. James DeCosta, proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE, to be the person who name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose.

  
Notary Public COMMISSIONER OF THE  
My Commission Expires: SUPERIOR COURT

STATE OF CONNECTICUT

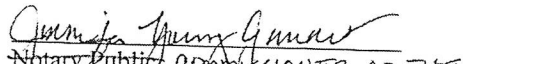
)

COUNTY OF NEW LONDON

) ss: EAST LYME

)

On the 9<sup>TH</sup> day of NOVEMBER, 2014 the undersigned notary public, personally appeared Bonnie L. DeCosta, proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE, to be the person who name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose.

  
Notary Public COMMISSIONER OF THE  
My Commission Expires: SUPERIOR COURT



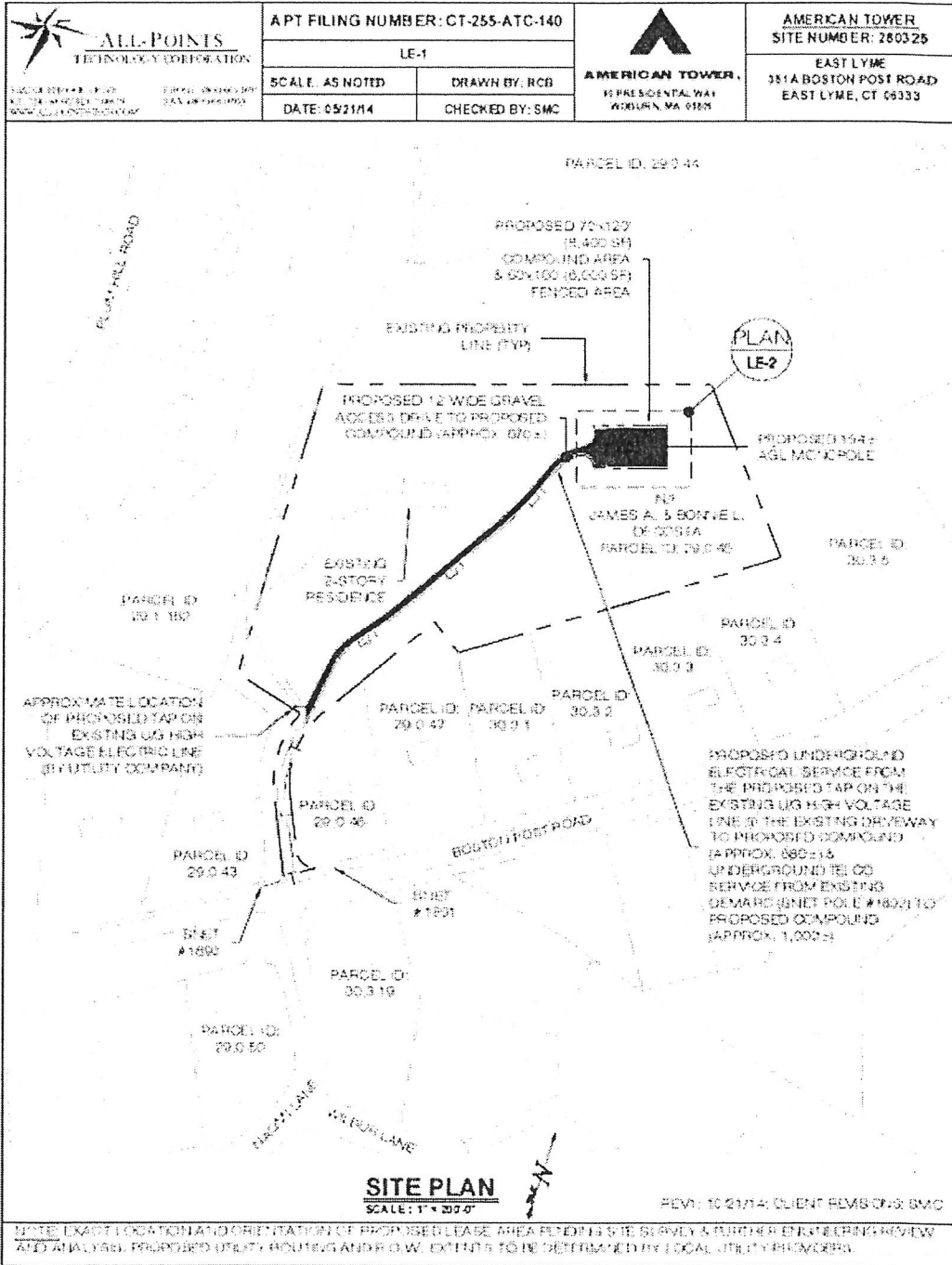


**EXHIBIT A  
PROPERTY**

A certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of East Lyme, County of New London and State of Connecticut, being a portion of Lot 8 and a portion of Lot 9 on a map entitled "Section 2 Apple Hill Subdivision Sheet 1 of 1 Date 1/10/73 Scale 1" = 100' Property of James J. Gallagher & Peter Immordino Boston Post Road East Lyme Hub Corporation Civil Engineers", which map is on file in the Town Clerk's Office, Town of East Lyme. The premises are more particularly bounded and described as follows:

Beginning at a point on the north side of Boston Post Road, and which point is 221.28 feet N 73° 02' 28" E of a CHD monument; thence N 8° 27' 22" W, 132.72 feet to a point; thence running along the arc of a circle with a radius of 170 feet, a distance of 140.64 feet to a point; thence running N 59° 30' 50" W, 119.19 feet to a point; thence running N 14° 12' 51" E, 483.28 feet to a point; thence N 87° 45' 54" E., 639.26 feet to a point; thence S 24° 08' 54" E along a stone wall, 207.93 feet to a point; thence S 25° 41' 21" E still along said stone wall, 91.97 feet to a point; that point is further described as being the northeast corner of Lot No. 7 on the above mentioned map, the previous two courses run along the boundary line of land now or formerly of Walter F. Scaplen and Elizabeth A. Scaplen; thence S 71° 44' 31" W, 52.93 feet to a point; said course runs along the boundary line of Lots Nos. 7, 6, 5, and 4 on the above mentioned map. Thence N 40° 50' 25" W, 62.43 feet to a point; thence S 49° 09' 35" W, 233.09 feet to a point; the previous two courses running along Lots Nos. 2 and 3 on the above mentioned map; thence running along the curve of a circle with a radius of 145.00 feet, a distance of 145.81 feet to a point; thence S 8° 27' 22" E, 94.16 feet to a point; thence running along the arc of a circle with a radius of 30 feet, a distance of 51.58 feet to a point on the northerly side of Boston Post Road; said point is further described as being 139.92 feet S 73° 02' 28" W of a CHD monument; thence S 73° 02' 28" W, 60.10 feet to the point or place of beginning.

**EXHIBIT B  
SITE**



STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE:

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

DOCKET NO. \_\_\_\_\_

October 5, 2015

**PROTECTIVE ORDER**

WHEREAS, the financial provisions in the Lease Agreement between American Towers LLC and A. James DeCosta and Bonnie L. DeCosta (the "lease") is proprietary, confidential and commercially valuable information ("Confidential Information");

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

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

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

NOW, THEREFORE, it is hereby ordered that a protective order enter with respect to the Confidential Information and that the following is adopted for the protection of the Confidential Information:

1. The Confidential Information shall be governed by the terms of this Order.
2. The Confidential Information is proprietary, confidential and constitutes trade secrets.
3. The Confidential Information shall be given solely to the Siting Council and its staff and the Siting Council and its staff shall take all reasonable precautions to maintain the confidentiality of the Confidential Information.
4. The Confidential Information is subject to this Order and shall in no event be disclosed to any person or entity.

5. The Confidential Information shall be 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 American Towers LLC 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