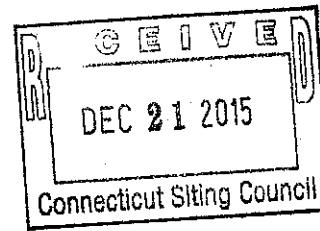


CUDDY & FEDER^{LLP}

445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Tel 914.761.1300 Fax 914.761.5372
www.cuddyfeder.com

December 18, 2015



VIA OVERNIGHT DELIVERY

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

Re: Blue Sky Towers, LLC (Blue Sky) & New Cingular Wireless PCS, LLC (AT&T)
Docket 464-Proposed Wireless Communications Tower Facility
Chapin & Bangs Property
220 Evergreen Street, Bridgeport, Connecticut

Dear Chairman Stein and Members of the Council:

On behalf of Blue Sky Towers, LLC ("Blue Sky") and New Cingular Wireless PCS, LLC ("AT&T") and in connection with the above referenced Certificate Application, we respectfully enclose the Lease Agreement between Blue Sky Towers, LLC and Chapin and Bangs Company, the owner of the property located at 220 Evergreen Street, as well as the Tower Sublease Agreement between Blue Sky and AT&T (together the "Agreements"). Also included are a motion for Protective Order related to the disclosure of the financial terms included in the Agreements, a draft Protective Order, a supporting affidavit of Sean Gormley of Blue Sky and a sealed envelope containing the unredacted pages from the Agreements containing proprietary and confidential information. A CD containing the electronic version of this letter and the enclosed documents is also included.

Additionally, please find enclosed the newspaper publisher's Affidavit of Publication of the Legal Notice published in the Connecticut Post newspaper on two insertion dates of November 17, 2015 and November 19, 2015 in accordance with State statute.

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

Very truly yours,

Christopher B. Fisher

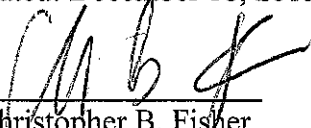
cc: Sean Gormely, Blue Sky
Michele Briggs, AT&T

C&P: 2957342.1

CERTIFICATE OF SERVICE

I hereby certify that on this day an original and fifteen copies of the foregoing letter and noted enclosures were submitted to the Connecticut Siting Council by overnight delivery.

Dated: December 18, 2015



Christopher B. Fisher
Cuddy & Feder LLC
Attorney for the Applicant

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 6th day of May, 2015 by and between, Chapin and Bangs Company (the "Landlord"), whose address is PO Box 1117 Bridgeport, Connecticut 06601, and Blue Sky Towers, LLC, a Delaware Limited Liability Company (the "Tenant"), whose principal business address is 352 Park Street, Suite 106, North Reading, Massachusetts 01864.

WHEREAS, the Landlord owns certain real property located at 220 Evergreen St. Bridgeport, Connecticut 06604, in the County of Fairfield, in the State of Connecticut, that is more particularly described or depicted in attached Exhibit 1 (the "Property"); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached Exhibit 2 (the "Premises").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant the option to lease a certain portion of the Property measuring approximately Three Thousand Six Hundred square feet (60' x 60'), as described on attached Exhibit 2, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit 2 (collectively, the "Premises").

(b) During the Option Term and at any time during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for Siting Council approval, zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold

Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option Term, Tenant agrees to pay Landlord the sum of _____) within thirty (30) business days of the full execution of this Lease. The Option Term will be for an initial term of one (1) year (the "Initial Option Term") and may be renewed by Tenant for three (3) additional one (1) year periods ("Renewal Option Term") upon written notification to Landlord and the payment of an additional _____) no later than ten (10) days prior to the expiration date of the Initial Option Term or current Renewal Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Lease. If Tenant does not exercise this Option during the Option Term, this Lease will terminate and the parties will have no further liability to each other.

2. TERM.

(a) This Lease shall commence on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Commencement Date"). Unless extended or sooner terminated as herein provided, the term shall be for a period of ten (10) years following the Commencement Date ("Initial Term").

(b) Tenant shall have the option to extend the term of this Lease for eight (8) successive additional periods of five (5) years each (each a "Renewal Term") upon the same terms and condition unless Tenant notifies Landlord in writing of Tenant's intent not to renew, such notice to be delivered not less than ninety (90) days prior to the end of the then-current term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at the expiration of the final Extension Term as set forth herein, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to _____ of the Rent paid for the last month of the final Extension Term of the immediately preceding Annual Terms, as applicable. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement except that

Rent payable hereunder shall be _____ the amount of Rent payable immediately prior to such Holdover Term.

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

3. RENT.

(a) Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of _____ ("Rent"), on or before the fifth (5th) day of each calendar month in advance. Payments will be made via electronic funds transfer ("EFT") directly to Landlord's bank account unless otherwise directed. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date.

(b) Landlord shall provide Tenant with a completed W-9 Form upon execution of this Agreement. The monthly rent as provided for herein shall not commence until Landlord provides Tenant with a completed W-9 Form. In the event Landlord changes its name, Landlord shall provide an updated W-9 Form or Tenant may suspend Rent payments.

(c) Rent shall increase annually by _____ c _____ on the anniversary of the Commencement Date.

(d) REVENUE SHARE. In the event Tenant sublets or licenses space on the Communication Facility to any third party collocator ("Collocator"), Tenant shall remit; (i) _____ of the rent or license fees collected by Tenant from such Collocator (collectively, the "Collocator Rent") to Landlord (the "Landlord's Revenue Share"). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant's sole discretion. In calculating the amount of Landlord's Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable sublease or license for reimbursement of operating expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees. Landlord acknowledges and agrees that Landlord's Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord's Revenue Share is passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or mark-up payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord's Revenue Share for each Collocator. Tenant's obligation to pay Landlord's Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord's Revenue Share shall be prorated for partial periods.

4. TAXES.

(a) Tenant shall and require all other collocators to have the Communications Facility and all equipment installed on the Premises separately taxed by the City of Bridgeport as personalty owned by the Tenant or collocator. Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including

any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice upon receipt. As a condition of Tenant's obligation to pay tax increases, Landlord shall provide to Tenant the documentation from the taxing authority, reasonably acceptable to Tenant, indicating that the increase is due to Tenant's improvements. If Landlord provides a notice of assessment to Tenant and requests reimbursement from Tenant, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law. In the event that Landlord fails to pay when due any taxes affecting the Property and such failure results or may potentially result in a tax foreclosure sale, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent.

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

5. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the erecting, installation, construction, maintenance, operation, repair, replacement and upgrade of communications towers, transmission and reception equipment and components, communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property, and other activities consistent with, but not limited to, the preparation of a Phase I Environmental Site Assessment ("Phase I"). Tenant may make any improvement, alteration or

modification to the Premises as are deemed appropriate by Tenant. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install upon the Premises Tenant's Communications Facilities. Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use").

The Communications Facility shall be a non-guyed structure. Following the start of construction for a period not to exceed one hundred eighty (180) days, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining property or the Premises as described on Exhibit 2 as may reasonably be required during construction and installation of the Communication Facility, provided such use does not interfere with Landlord's reasonable use of the Property for the purposes of conducting Landlord's business. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet located within the Premises to the antennas, that constitute all or part of the Communication Facility, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, (collectively, "Improvements") including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's sole expense.

(b) Prior to the initial installation of the Communication Facility, Tenant will supply Landlord with plans and specifications ("Plans") to be reviewed and approved by Landlord prior to commencement of construction which plans shall include the location of the equipment shelters or cabinets. Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as Exhibit 2. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans including such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to Landlord for review or ii) terminate this Agreement without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval.

(c) Tenant may use the Premises, and Landlord grants Tenant the right to install, operate and maintain at Tenant's expense and risk, temporary communications transmitting and receiving equipment, including (without limitation) antennas, poles, masts, transmission line(s), vehicles and accessories, for a period of up to eighteen (18) months, which may occur during the Option Period as part of Tenant's Tests. Upon full operation of the Communications Facility, any temporarily installed equipment will be removed.

6. **ACCESS AND UTILITIES.** Subject to the approvals by Landlord set forth in Section 5 above, Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress from a gated entrance located adjacent to Evergreen Street installed by Tenant, on a 24/7 basis as well as for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.

7. **EQUIPMENT, FIXTURES AND SIGNS.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

8. **ASSIGNMENT AND SUBLEASE.** Tenant may assign this Lease upon written notice to Landlord to any person or business entity which (i) is FCC licensed to operate a wireless communications business, (ii) is a parent, subsidiary, or affiliate of Tenant or Tenant's parent, (iii) is merged or consolidated with Tenant, (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or assets of Tenant and/or (v) any entity or company whose primary business function is the management or operation of wireless communications facilities or leases. Tenant shall be entitled to sublease or grant licenses to use the Premises and/or the radio tower or any structure or equipment on the Premises without the prior written consent of Landlord, but no such sublease or license shall relieve or release Tenant from its obligations under the Lease. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to

and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

9. WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances which in Tenant's sole discretion, would adversely affect Tenant's Permitted Use of the Premises, except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.

(b) Landlord shall promptly pay all taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto and shall protect and indemnify Tenant for any lack of such payment. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

(c) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits so long as such applications, if granted, do not contain any conditions or provisions which prevent Landlord from continuing to use the Property for the purposes prior to this Lease. Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's cooperation, which Landlord hereby agrees to provide.

(d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

(e) To the best of Landlord's knowledge, Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced, or received by Landlord regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, to the best of the Landlord's knowledge, Landlord and the Premises are in compliance with all environmental, health, and safety laws. To the best of Landlord's knowledge, no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous substances, materials, or wastes have been placed, stored, disposed, or discharged on, under or about the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises, or any other person. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials, substances or wastes on the Premises. Landlord represents and warrants that Tenant shall not be liable for any hazardous materials, substances, or wastes on, under, or about the Premises prior to Tenant's occupancy of the Premises, and Tenant shall not be liable for any violation or environmental law related to the Premises prior to Tenant's occupancy of the Premises.

(f) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises.

(g) The Premises abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by paved public right-of-way with adequate curb cuts available.

(h) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

(i) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, guy wires or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord.

(j) Landlord hereby agrees to indemnify, defend, and hold harmless Tenant and its officers, directors, shareholders, agents, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Landlord of any representation, warranty, or covenant of Landlord contained herein or in any agreement executed pursuant hereto.

10. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Premises with regard to Tenant and the Landlord with regard to the Property. Notwithstanding the foregoing, and any applicable law, Tenant assumes no liability or obligation with respect to any environmental condition at the Property accruing prior to the Effective Date.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 10(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 10 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remediation, removal or restoration work required by any governmental authority, but not attorney fees. The provisions of this Section 10 will survive the expiration or termination of this Agreement for a period not to exceed applicable statutes of limitation.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord. Such termination shall not relieve Tenant of its obligations under this Section 10, which shall survive beyond the Term of this Agreement.

11. INDEMNITIES. Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Tenant 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 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 Lease. Tenant, 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 Tenant, or Tenant's employees, agents or independent contractors; or (C) any breach of any representation or warranty made by Tenant in this Lease.

12. WAIVERS

(a) 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 such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

13. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$4,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

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

(ii) shall not extend to claims for punitive or exemplary damages arising out of the negligent acts or willful omissions of Landlord, its employees, agents or independent contractors

or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

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

(iv) Worker's compensation insurance as required by Connecticut state law.

(b) If Tenant fails to procure, maintain and/or pay any insurance required in this Section within fifteen (15) business days after receipt of written notice from Landlord, or fails to carry insurance required by law or governmental regulation after notice and within the time periods so required, Landlord may (but without obligation to do so) at any time, from time to time, procure such insurance and pay the reasonable premiums, in which event Tenant will repay to Landlord all such sums so paid by Landlord and any reasonable costs or expenses incurred by Landlord in connection therewith, within fifteen (15) business days following Landlord's written request for such payment. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates.

(c) Landlord shall carry, at no cost to Tenant, general property fire, hazard and casualty insurance appropriate for Landlord's improvements on Landlord's Property, and in such amounts to cause the replacement/restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

14. INTERFERENCE. During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's communications facilities, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.

15. RIGHT OF FIRST REFUSAL. If during the term of this Lease, Landlord receives a bona fide arm's length offer, that Landlord is willing to accept, from any third party to purchase (in whole or in part) (i) Landlord's interest under this Lease; (ii) Landlord's rights to receive rents under the terms of this Lease; (iii) the Premises, and/or to purchase an easement or any other interest in the land underneath the Premises or underneath areas of access and or utility service to the Premises, (the "Purchase Offer"), the Landlord shall serve a notice (the "Transfer Notice") upon Tenant. The forgoing rights, interest, and property described in (i), (ii), and (iii) herein shall collectively be referred to as the "Interest". The Transfer Notice shall set forth the exact terms of the Purchase Offer so received, together with a copy of such offer, and shall state the Landlord's desire to sell the Interest on such terms and conditions. Thereafter, the Tenant shall have the right of first refusal ("Right of First Refusal") and option to so lease or purchase

the same. If the Tenant desires to exercise its option to purchase the Interest, it shall give notice (the "Counter Notice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice by Tenant. The closing of the purchase and sale of the Interest pursuant to this option shall occur at the time set forth in the Purchase Offer, provided that Tenant shall not be required to Close before the fifteenth (15th) day following the date of the Counter Notice. The Tenant's failure to give a timely Counter Notice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Purchase Offer or and future Purchase Offers. This Right of First Refusal in favor of Tenant shall not apply to the sale or transfer of the Property in fee simple, or to collateral assignments, Deeds of Trust or mortgages, or to transfers related to estate matters. Notwithstanding the foregoing, the Tenant's Right of First Refusal shall not apply and the Tenant shall not have a Right of First Refusal if Landlord transfers an Interest(s) as part of the sale of the Property.

15. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good, safe and sanitary condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Tenant shall secure its own metered electrical supply. Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, guy anchors, guy wires, and related improvements.

17. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

18. **CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises.

19. **DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. **REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, including the right to terminate this Lease. In the event Landlord elects to terminate this Lease due to a default by Tenant, it shall continue to honor all sublicense commitments made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease.

21. **ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. **PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten

agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

23. LENDER'S CONTINUATION RIGHTS.

(a) Landlord agrees to recognize the leases/licenses of all subtenants and sublicensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's Lender (as hereinafter defined) as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of the terms of the Lease, within fifteen days after the occurrence thereof, at such address as is specified by Lender. Landlord further agrees that no default under the Lease shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of the Lease, Lender shall have the right, to the same extent, for the same period and with the same effect, as the Tenant, plus an additional ninety days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by the Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Lender the foregoing notice and periods to cure any default or breach under the Lease.

(d) Landlord hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to the Lease to the lien and security interest of Lender in the collateral securing all indebtedness at any time owed by Tenant to the Lender (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Lender or the Lease, Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of the Landlord's lien and security interest.

(e) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under the Lease.

(f) During the term of this Lease, Landlord may subject its interest in the Premises to a mortgage lien if its lender shall agree for itself and its lender, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant: (1) to be bound by the terms of this Lease; (2) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; and (3) not to join Tenant as a party defendant in any such foreclosure proceeding taken by it. With regard to any existing Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the holder thereof to execute a customary *Subordination Non-disturbance and Attornment Agreement* providing to Tenant the rights afforded to Tenant above with regard to future first mortgage liens.

24. NOTICE/RIGHTS TO CURE. Supplementing the provisions of Section 23 hereof:

(a) The Tenant shall have the right from time to time to mortgage or otherwise encumber the Tenant's interest in this Lease; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If the Tenant shall so mortgage (each a "Mortgage") the Tenant's interest in this Lease to a lender (such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "Lender"), the Tenant or such Lender shall give the Landlord prompt notice of such Mortgage and furnish the Landlord with a complete and correct copy of such Mortgage, certified as such by the Tenant or such Lender, together with the name and address of such Lender. After receipt of the foregoing, the Landlord shall give to such Lender, at the address of such Lender set forth in such notice, and otherwise in the manner provided by Section 27 of this Lease, a copy of each notice of default hereunder at the same time as, and whenever, any such notice of default shall thereafter be given by the Landlord to the Tenant, and no such notice of default by the Landlord shall be deemed to have been duly given to the Tenant unless and until a copy thereof shall have been so given to Lender. Notices to Lender under this Section 24 shall be deemed given on the date received by Lender. Lender (i) shall thereupon have a period of ninety (90) days more than given to the Tenant in each instance in the case of a default in the payment of rent and in the case of any other default, for remedying the default or causing the same to be remedied; provided, however, if any non-rent default is not capable of remedy by Lender within such ninety (90) day period, Lender shall have such ninety (90) day period to commence curing the default and such greater period of time as is necessary to complete same with due diligence, and (ii) shall, within such periods and otherwise as herein provided, have the right to remedy such default or cause the same to be remedied. The Landlord shall accept performance by a Lender of any covenant, condition or agreement on the Tenant's part to be performed hereunder with the same force and effect as though performed by the Tenant. Notwithstanding anything to the contrary contained herein, if the default is of such a nature that it cannot be cured by Lender (for example, the bankruptcy of the Tenant), such event shall not be a default under this Lease.

(b) Notwithstanding any of the provisions of this Lease to the contrary, no default by the Tenant shall be deemed to exist as long as Lender within the periods set forth in paragraph (a) above shall have delivered to the Landlord its written agreement to take the action described in clause (i) or (ii) herein and thereafter, in good faith, shall have commenced promptly either (1) to cure the default and to prosecute the same to completion, or (2) if possession of the Premises is required in order to cure the default, to institute foreclosure proceedings and obtain possession directly or through a receiver, and to prosecute such proceedings with diligence and continuity and, upon obtaining such possession, commence promptly to cure the default and to prosecute the same to completion with diligence and continuity, provided that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of the Tenant under this Lease, to the extent they are reasonably susceptible to being performed by Lender, are being performed. However, at any time after the delivery of the aforementioned agreement, Lender may notify the Landlord, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued or will discontinue them, and in such event, Lender shall have no further liability under such agreement from and after the date it delivers such notice to the Landlord, and, thereupon, the Landlord shall have the unrestricted right to terminate this Lease and to take any other action it deems appropriate by reason of any default, and upon any such termination the provisions of Section 24 below shall apply. Notwithstanding anything to the contrary contained herein, provided such Lender shall have otherwise complied with the provisions of this Section 23, such Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender.

(c) Except as provided in Section 24(a) above, no Lender shall become liable under the provisions of this Lease or any lease executed pursuant to Section 24 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate credited hereby or thereby. This Lease shall not be amended or modified without the consent of any Lender which has delivered the notice provided for in Section 24(a) hereof. In the event that a Lender shall become the owner of such leasehold estate, such Lender shall not be bound by any modification or amendment of the Lease made subsequent to the date of the Mortgage and delivery to the Landlord of the notice provided in Section 24(a) hereof and prior to its acquisition of such interest unless Lender shall have consented to such modification or amendment at the time it was made or at the time of such acquisition.

25. RIGHT TO NEW LEASE.

(a) In the case of termination of this Lease for any reason, or in the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, the Landlord shall give prompt notice thereof to a Lender whose name and address the Landlord has received pursuant to notice made in compliance with the provisions of Section 24(a), at the address of such Lender set forth in such notice, and otherwise in the manner provided by Section 27 of this Lease. The Landlord, on written request of such Lender made any time within thirty (30) days after the giving of such notice by the Landlord, shall promptly

execute and deliver a new lease of the Premises to Lender or its designee or nominee, for the remainder of the term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the term of this Lease) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that such Lender (i) shall pay to the Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by the Landlord in connection with the default by the Tenant, the termination of this Lease and the preparation of the new lease, and (ii) shall cure all defaults existing under this Lease which are susceptible to being cured by such Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided such Lender shall have otherwise complied with the provisions of this Section 25, such Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of the Tenant).

(b) Any such new lease and the leasehold estate thereby created shall, subject to the same conditions contained in this Lease, continue to maintain the same priority as this Lease with respect to any mortgage, including any fee mortgage, encumbering the Premises or any part thereof or any leasehold interest therein or any other lien, charge or encumbrance thereon whether or not the same shall then be in existence. Any new lease made pursuant to this Section 25 shall be accompanied by a conveyance of the Landlord's interest, if any, to the improvements on the land demised hereby (free of any mortgage or other lien, charge or encumbrance created or suffered to be created by the Landlord but not any mortgage or other lien, charge or encumbrance created or suffered to be created by the Tenant) for a term of years equal in duration to the term of the new lease as the same may be extended pursuant to the provisions of said new lease, subject, however, to any lease of such improvements theretofore made by the Tenant, as landlord, which is then in effect. Concurrently with the execution and delivery of such new lease, the Landlord shall assign to the tenant named therein all of its right, title and interest in and to moneys (including insurance and condemnation proceeds), if any, then held by or payable to the Landlord or any other depository which the Tenant would have been entitled to receive but for the termination of this Lease, and any sums then held by or payable to the Landlord or such depository shall, subject to the provisions of Section 26 hereof, be deemed to be held by or payable to it as the Landlord or depository under the new lease.

(c) Upon the execution and delivery of a new lease under this Section 25, all subleases which theretofore have been assigned to, or made by, the Landlord shall be assigned and transferred, without recourse, by the Landlord to the tenant named in such new lease. Between the date of termination of this Lease and the date of execution of the new lease, if a Lender shall have requested such new lease as provided in Section 25(a), the Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) or enter into new subleases without the consent of Lender.

(d) For so long as Lender shall have the right to enter into a new lease with the Landlord pursuant to this Section 25, the Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

26. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (1) the Tenant is in possession of the Premises notwithstanding the fact that the Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (2) the requirements of Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") with respect to the Tenant's possession of the leasehold under this Lease are satisfied. Accordingly, the right of the Tenant to remain in possession of the leasehold under this Lease shall continue notwithstanding any rejection of this Lease in any bankruptcy proceeding involving the Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Lease, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Lease. The provisions of this Section 26(a) are for the benefit of the Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Lease.

(b) The provisions of Sections 24, 25, and 26 hereof shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if Sections 24, 25 and 26 hereof were a separate and independent contract made by the Landlord, the Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Lease without hindrance by the Landlord. The aforesaid agreement of the Landlord to enter into a new lease with Lender shall be deemed a separate agreement between the Landlord and such Lender, separate and apart from this Lease as well as a part of this Lease, and shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

(c) The Landlord shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to the Tenant under any lease of the improvements on the land demised hereunder, if any, which rentals may be assigned by the Tenant to Lender.

(d) If a Mortgage is in effect, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by the Tenant, nor shall the Landlord accept any such termination or surrender of this Lease by the Tenant, without the prior written consent of Lender and (ii) the Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Lender.

(e) The provisions of Sections 24, 25 and 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Lease.

(f) This Lease may be assigned by the Tenant (and Lender if and when it becomes the tenant hereunder) and any space in any of the improvements on the Premises may be sublet by the

Tenant (and Lender if and when it becomes the tenant hereunder), each without the consent of the Landlord.

(g) This Lease shall have priority over all liens and encumbrances on the fee estate of the Landlord in the Premises or any improvements thereon, including mortgages on the fee estate which are executed subsequent to the execution of this Lease, other than lenders party to a subordination and non-disturbance agreement with Tenant.

(h) The Landlord shall, within ten days of the request of the Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by the Tenant or Lender.

(i) Lender shall have the right to participate in the adjustment of losses with any insurance company with respect to any damage or destruction of the Premises or any improvements thereon and such Lender shall have the right to supervise and control the receipt and disbursements of all insurance proceeds and shall be entitled to all insurance proceeds pursuant to the terms of the Mortgage, or as the case may be, pursuant to the terms of the loan documents secured by such Mortgage.

In the event of a partial taking, this Lease shall continue and the rent provided in this Lease shall be reduced proportionately, from and after the date of such taking, based upon the percentage of land which is taken; provided, however, if the portion of the land taken is such that the Tenant cannot in its reasonable judgment economically continue its operations on the Premises, the Tenant, with the prior written consent of Lender, shall have the right to terminate this Lease. Upon a taking for a temporary period, this Lease shall continue and the entire award shall be payable to the Tenant, subject to the provisions of the Mortgage, or as the case may be, subject to the provisions of the loan documents secured by such Mortgage.

(k) The right to extend or renew this Lease and any right of first refusal to purchase the Premises may be exercisable by the holder of a Mortgage and, before the expiration of any periods to exercise such a right, the Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(l) Under no circumstances shall the fee estate of the Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Mortgage.

27. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

Tower Site Number: CT-5020
Tower Site Name: Bridgeport

If to Landlord:

Chapin & Bangs Company
PO Box 1117
Bridgeport, Ct 06601
203-333-4183
bwilliams@cbsteel.com

If to Tenant:

Blue Sky Towers, LLC
352 Park Street, Suite 106,
North Reading, Massachusetts 01864
Ref: CT-5020 Evergreen
Attn: Legal Dept.

With a copy to:

If to Lender:

Blue Sky Towers, LLC
85 West Street
Chagrin Falls, Ohio 44022
Attn.:

Ryan

28. **CONFIDENTIALITY.** The parties hereby agree that the each shall maintain in confidence and shall not disclose or use for its own benefit or the benefit of any third party, except as expressly provided herein, any Confidential Information that is disclosed to it hereunder by or on behalf of the other, and shall not permit the use by or disclosure of same to any third party; except when, after and to the extent such Confidential Information: (i) was already known to said receiving party prior to the disclosure of same hereunder, as reasonably evidenced by said receiving party; (ii) was in or hereafter comes within the public domain; (iii) is required to be disclosed by law, regulation, court order, municipal body or licensing/permit granting body, or the rules of any investment or stock exchange; provided, in the case of disclosure required by law, regulation or court order, each party must give the other prompt notice and, to the extent feasible, afforded opportunity to object to or restrict such disclosure. Each party shall limit the disclosure of Confidential Information to those of its respective officers, directors, managers, employees and representatives (including legal and other professional advisors, accountants, consultants and financial advisors) who are directly involved in evaluating such Confidential Information in connection with this Lease and the Premises (collectively, "Advisors"). Each party shall advise each of its Advisors of the obligations which said receiving party has assumed under this Section 28, and shall require that each such Advisor be bound to secrecy to at least the same extent as each party is bound under this Section 28. As used herein, "Confidential Information" shall mean all of the terms and conditions of this Lease.

29. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

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

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located.

(f) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

(g) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A memorandum of this Lease will be recorded by Tenant.

(i) Limitation of Landlord's Liability. Tenant shall, on and after the Effective Date, look only to Landlord's estate and property in the Property (or the proceeds from the sale of all or any portion thereof) and net income derived from the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord hereunder and no other property or assets of Landlord, its officers, directors, stockholders, members or partners shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Agreement. To the extent that Landlord may seek any remedy for satisfaction of any claim or judgment in any way related to this Agreement, Landlord shall look only to Tenant's limited liability company, and no award for damages shall exceed the insured value of Tenant's assets at the Premises. There shall be no personal liability for any individual signing this Agreement nor for any member of Tenant's limited liability company.

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SIGNATURES BEGIN ON NEXT PAGE]

Tower Site Number: CT-5020
Tower Site Name: Bridgeport

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

By: Richard M. Hoyt
Print Name: Richard M. Hoyt

By: Kathleen Staffieri
Print Name: Kathleen Staffieri

LANDLORD:

The Chapin & Bangs Company
a Connecticut Corporation

By: Brian H. Williams
Brian H. Williams

Title: President
Date: 05/06/2015

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

TENANT:

Blue Sky Towers, LLC
a Delaware limited liability company

By: _____
Jim Rech

Its: President
Date: _____

Tower Site Number: CT-5020
Tower Site Name: Bridgeport

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

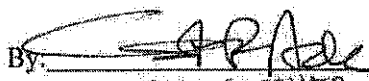
LANDLORD:

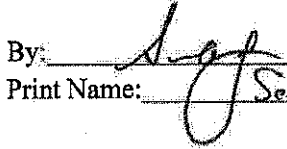
A/An _____

By: _____
Signatory/Landlord Name

Title: _____
Date: _____

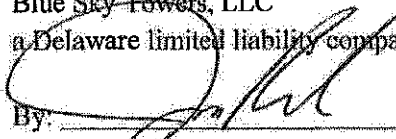
WITNESSES:

By: 
Print Name: CHRISTOPHER ADAMS

By: 
Print Name: Sean Garmley

TENANT:

Blue Sky Towers, LLC
a Delaware limited liability company

By: 
Jim Rech

Its: President
Date: 5/12/15

Tower Site Number: CT-5020
Tower Site Name: Bridgeport

EXHIBIT 1
Description of Parent Tract

All that certain piece or parcel of land with the buildings thereon situated in the City of Bridgeport, County of Fairfield and State of Connecticut, known as lots Nos. 114 to 118 inclusive and a portion of lot No. 113 on Map No. 2 of Building Lots belonging to the Est. of A. L. Winton made by Scofield & Starr, Surveyors, dated Feb., 1895, and on file in the Bridgeport Town Clerk's office, together with a parcel of land adjoining on the east, bounded:

NORTHERLY: on Evergreen Street, 151.38 feet, more or less;
EASTERLY: on land now or formerly of the Bridgeport Sportsman Club, Inc.,
285 feet, more or less;
SOUTHERLY: on land now or formerly of Carl J. Brunetto, 150 feet, more or less;
WESTERLY: on lots Nos. 69, 68, 67, 66 and 65 on said map, 254 feet, more or less.

Said premises are known as No. 220-232 Evergreen Street.

Tower Site Number: CT-5020
Tower Site Name: Bridgeport

EXHIBIT 2

The Premises is depicted/described as follows and will be replaced by a surveyed legal description when available



NOTICE OF LEASE

THIS NOTICE OF LEASE is made as of this 6th day of May, 2015, by and between **Chapin and Bangs Company ("Landlord")** and **Blue Sky Towers, LLC ("Tenant")**

WITNESSETH:

1. Landlord, in consideration of the rents and upon the terms, conditions, covenants and agreements set forth in that certain Lease from Landlord to Tenant dated as of May 6, 2015 (the "Lease"), has leased to Tenant the following described property:

Approximately 3,600 square feet of land on property known as 220 Evergreen Street, Bridgeport, Connecticut.

2. The initial term of the Lease commences on the date set forth above and terminates on the tenth (10th) anniversary of the Lease Commencement Date, as such term is defined in the Lease.

3. The address of Landlord is PO Box 1117, Bridgeport, Connecticut 06601 Attention: Mr. B. Williams.

4. The address of Tenant is 352 Park Street, Suite 106, North Reading, Massachusetts 01864, Attention: Legal Department.

5. The Lease contains rights of extension or renewal for eight (8) successive five (5)-year periods.

6. The Lease is on file at the office of the Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have caused the execution of this Notice of Lease on or as of the date first above written.

Witnessed By:

Kathleen Staffieri

Richard M. Hay

LANDLORD:
CHAPIN AND BANGS COMPANY

Brian H. Williams

Brian H. Williams
President

STATE OF CONNECTICUT)
COUNTY OF Fairfield)

ss. Bridgeport

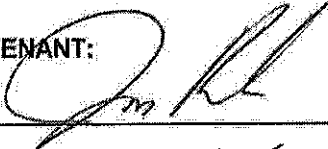
May 6, 2015

Personally appeared Brian H. Williams, President of Chapin and Bangs Company which is a corporation of Connecticut, an ~~attorney~~ President signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer on behalf of said Company as such officer, and the free act and deed of said Company, before me.



Notary Public Donald Hamilton III
My Commission Expires: 06/30/16

TENANT:


Jim Rech


BLUE SKY TOWERS, LLC

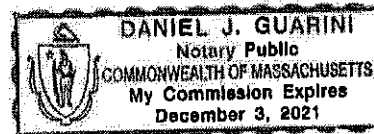
STATE OF MASSACHUSETTS)

COUNTY OF Middlesex) ss.

May, 2015

Personally appeared Jim Rech, President of Blue Sky Towers, LLC which is a limited liability company of Delaware, a President signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Company on behalf of said Company as such President and the free act and deed of said Company, before me.


Notary Public Daniel J. Guarini
My Commission Expires: 12-3-2021



TOWER SUBLEASE AGREEMENT

THIS TOWER SUBLEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Blue Sky Towers, LLC, a Delaware limited liability company, having a place of business at 352 Park Street, Suite 106, North Reading, MA 01864 (hereinafter referred to as Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 and (hereinafter referred to as "Tenant").

BACKGROUND

Landlord currently leases, owns or licenses a parcel of land, and owns and operates telecommunications towers (each individual telecommunications tower or improvement shall be referred to herein as "Tower") and communications equipment buildings or cabinets located at 220 Evergreen Street, Town of Bridgeport, County of Fairfield, State of Connecticut (the Tower, enclosure, and land are collectively, the "Property"). The Property is more particularly described in Exhibit 1. Landlord hereby agrees to lease to Tenant and Tenant agrees to lease from Landlord, space on the Property and on the Tower, as further described herein, the "Premises." Landlord hereby grants Tenant the right to install and maintain transmission and utility wires, poles, cables, conduits and pipes on the Property including over, under or along a right-of-way extending from the nearest public right-of-way to the Premises. The Premises is depicted in Exhibit 2.

Landlord intends to lease to Tenant the Premises in connection with Tenant's federally licensed communications business. Tenant intends to lease the Premises from Landlord on the terms and conditions described herein below.

1. **PREMISES.** The Premises are a part of property leased or otherwise conveyed to the Landlord under the Lease Agreement with Chapin and Bangs Company (the "Owner") dated May 6, 2015, pursuant to which Landlord has rights in and to the Property (the "Prime Lease"), a copy of which is attached as Exhibit 3. Landlord hereby leases to Tenant:

- (i) approximately 270 square feet including the air space above such ground space, as described on attached Exhibit 2 for the placement of Tenant's Communication Facility (as hereinafter defined);
- (ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "Equipment Space");
- (iii) that certain space on the Tower, as generally depicted on attached Exhibit 2, where Tenant shall have the right to install its antennas and other equipment (collectively, the "Antenna Space"); and
- (iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property

(hereinafter collectively referred to as the "Connection Space"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "Premises."

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property. Subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed (in any event beyond 20 days), Tenant has the obligation to add, modify and/or replace equipment for the purpose of compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "Permitted Use"). For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its contractors, representatives, and agents, the right to use the Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communications Facility as long as such activities do not disrupt the normal operation of the Property. Provided that Tenant has delivered to Landlord a Collocation Application (attached as Exhibit C), structural analysis at Tenant's expense, and any other documents or information Landlord may require, Tenant may make improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant may make like-kind exchanges and replacements which do not increase the loading on the tower for repair to, maintenance of, or replacement of identical antennas without incurring additional Rent upon ten (10) days prior written notice to Landlord, provided that in the event of an emergency, Tenant shall provide such notice to Landlord as is practicable under the circumstances. Tenant agrees to comply with all applicable laws relating to its use of the Communication Facility on the Property. Within the Premises, Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement, provided that Tenant has delivered to Landlord a Collocation Application, structural analysis at Tenant's expense, and any other documents or information Landlord may require. Proposed Tenant Changes will not be approved by Landlord in the event that modifications would negatively affect Landlord's Tower, in Landlord's sole but reasonable discretion. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant may use the Premises, and Landlord grants Tenant the right to install, operate and maintain at Tenant's expense and risk, for the installation of temporary communications transmitting and receiving equipment, including (without limitation) antennas, poles, masts, transmission line(s), vehicles and accessories. Upon

BST Site: CT-5020 Evergreen Street

AT&T Site: CT-5100 Bridgeport HiHo Relo / FA #: 10107972

receipt of appropriate approvals for a Communications Facility, any temporarily installed equipment will be removed.

3. TERM.

(a) The initial lease term will be (10) years ("Initial Term"), commencing on the Effective Date (the "Term Commencement Date"). The Initial Term will expire on the (10th) anniversary of the Term Commencement Date.

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

(c) If, at least sixty (60) days prior to the end of the fifth (5th) Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fifth (5th) Extension Term, then upon the expiration of the fifth (5th) Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms (each, an "Annual Term") thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the rent paid for the last month of the fifth (5th) Extension Term increased on the anniversary of the Commencement Date (defined below). If Tenant remains in possession of the Premises after the expiration or termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement and shall pay Holdover Rent in the amount of One Hundred Twenty Percent (120%) of the previous month's Rent amount.

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

4. RENT.

(a) Commencing on the earlier of (a) the date that Tenant commences construction on the site; or (b) the first day of the month after Tenant's receipt of written notification from Landlord that the Tower is ready ("Tower Ready") for Tenant's installation of all of Tenant's equipment to be installed (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of [REDACTED]

[REDACTED] "Tower Ready" shall mean that power is installed at the Tower and Tenant may commence installation of all of Tenant's equipment. Telco inquiries and installations shall be the responsibility of the Tenant, and availability of telephone or fiber connections shall not be a criterion for Tower Ready condition. Rent shall be delivered to the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) The parties agree that the monthly Rent shall be increased annually by [REDACTED] throughout the Term and any Extension Term of this Agreement on the first day of [REDACTED]

the month of each anniversary of the Commencement Date, commencing upon the first anniversary of the Commencement Date.

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

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of Tenant, and in addition, any other approvals deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. Tenant shall use commercially reasonable efforts to obtain zoning approval and a building permit, and will diligently pursue Governmental Approvals upon the Effective Date.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. Prior to the Commencement Date, in the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

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

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

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

(b) provided that Tenant has used commercially reasonable and diligent efforts, by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant, or if Tenant determines, in its sole discretion, that the cost of retaining the same is commercially unreasonable;

(c) by Tenant, subsequent to the Commencement Date upon thirty (30) days prior written notice to Landlord, if Tenant determines, in its sole discretion, that the condition of the

Premises is unsatisfactory for its intended uses so long as Tenant pays Landlord a termination fee equal to six (6) month's Rent, at the then-current rate.

(d) by Tenant, upon sixty (60) days prior written notice to Landlord before the expiration of each Term for any reason, so long as Tenant pays Landlord a termination fee equal to six (6) month's Rent, at the then-current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement.

7. INSURANCE.

During the term of this agreement, the Tenant will procure and maintain the following insurance at its own cost and expense: (i) "Special Causes of Loss" property insurance for the property's replacement cost. Tenant may self-insure this coverage; (ii) commercial general liability insurance (including contractual liability coverage) with a limit of liability of Five Million Dollars (\$5,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate and shall include the Landlord as additional insured which status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and, (iii) not exceed Tenant's indemnification obligation under this Agreement, if any; (iii) Workers' Compensation insurance as required by law; (iv) automobile liability insurance coverage with \$1 million combined single limits. Within thirty (30) days of the Effective Date, Tenant shall deliver evidence of insurance coverage required hereunder. During the Term, Tenant shall deliver evidence of insurance coverage at any time within ten (10) days of written request by Landlord, and shall provide the Landlord sixty (60) days' notice of change or cancellation of such insurance with no limitations (the Tenant's contractual liability insurance shall also provide coverage for the indemnification provided the Landlord. Notwithstanding the forgoing, Tenant may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement upon thirty (30) days prior written notice to Landlord.

8. INTERFERENCE.

(a) Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event the Communication Facility interferes with the existing radio frequency users identified above operating within their respective frequencies and in accordance with all applicable laws and regulations, Tenant will endeavor to cause such interference to cease within two (2) days after receipt of notice of interference from Landlord. If such interference cannot be cured within such two (2) day period, Tenant shall cease the operations suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(b) Tenant warrants that its use of the Premises will not interfere Landlord's use, ownership or operation of the Property. Tenant warrants that its use of the Premises will not interfere with the use or operation of the property upon which the Prime Lease is based.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere with or use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will use commercially reasonable efforts to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease, or cause other radio frequency users to cease, all activity causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

9. INDEMNIFICATION.

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

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

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

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

10. WARRANTIES.

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

(b) Landlord represents and warrants that: (i) Landlord controls the Property pursuant to the Prime Lease; (ii) to the best of Landlord's knowledge, neither Owner nor Landlord is, or

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with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Prime Lease; (iii) Landlord shall timely perform and comply with all the terms and conditions of the Prime Lease, and not do anything or permit anything that would result in a default under or cause the Prime Lease to be terminated; (v) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; and (vi) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises. Landlord represents and warrants to Tenant that this Agreement does not violate any provisions of the Prime Lease, and that no provision of this Agreement is in conflict with any provision of the Prime Lease. Landlord will keep the Prime Lease in place (without termination or default) throughout the entire Term of this Agreement, and will exercise all Prime Lease renewal or extension options that may be necessary to do so. Within thirty (30) days after the Effective Date, Landlord agrees to provide Tenant a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit 4 executed by Landlord and Owner.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, codes, ordinances, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant a non-

exclusive easement for such Access. Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. Upon Tenant's request, Landlord will execute a separate document demonstrating Tenant's right of access, at no cost to Landlord. In the event any public utility is unable to use the access arrangements provided to Tenant then the Landlord agrees to grant additional access or a non-exclusive license either to Tenant or to the public utility, for the benefit of Tenant, and no additional cost to Landlord.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant shall pay Holdover Rent during any post-expiration or termination occupancy.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property, including the Tower, and access thereto, in good condition, subject to reasonable wear and tear and damage from the elements. Landlord shall not be required to remove snow from the access way.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Tenant shall pay monthly to Landlord [REDACTED] for submetered electrical supply. Landlord will read the meter annually and provide Tenant with an invoice and usage data. Tenant will remit payment within thirty days of receipt of the usage data and invoice. Tenant and Landlord agree to audit the usage data on an annual basis, and where Tenant has underpaid for usage, Tenant shall make a payment to Landlord within thirty (30) days of delivery of a sufficiently detailed invoice for such underpayment. In the event Tenant has overpaid for usage, such overpaid amounts will be reimbursed to Tenant by Landlord promptly. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an agreement in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

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

(b) It shall be a default by Landlord hereunder in the event of Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period, demonstrated to Tenant in writing that the cure has commenced, and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT. Tenant will have the right to assign this Agreement, the Premises and its rights herein to a lender for collateral, a parent, Affiliate (as hereinafter defined, wholly-owned subsidiary, or to any entity acquiring all or substantially all of Tenant's assets licensed by the FCC for operation of a telecommunications service, without Landlord's consent, only if the assignee assumes the obligations of Tenant under this lease, in a writing presented to Landlord. Upon delivery of documentation to Landlord of such assignment, Tenant will be relieved of all subsequent performance, liabilities and obligations under this Agreement accruing subsequent to such assignment. Tenant shall not, under any circumstances, sublease the Premises.

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

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: CT 5100; Cell Site Name: Bridgeport HiHo Relo (CT)
 Fixed Asset No: 10107972
 575 Morosgo Drive
 Atlanta, GA 30324

With a copy to Tenant's Regional Counsel:

BST Site: CT-5020 Evergreen Street
AT&T Site: CT-5100 Bridgeport HiHo Relo / FA #: 10107972

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: CT 5100; Cell Site Name: Bridgeport-HiHo Relo (CT)
Fixed Asset No: 10107972
208 South Akard Street
Dallas, TX 75202-4206

If to Landlord: Blue Sky Towers, LLC
352 Park Street, Suite 106
North Reading, MA 01864
Attn: Legal Department

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

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant as soon as is practicable following Landlord's receipt of such notification. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, provided that any award to Tenant will not diminish Landlord's or Prime Lease landlord's recovery.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property as soon as is practicable following Landlord's awareness of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such notice. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro-rata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use commercially reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at the then-current Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law and

Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. Landlord shall be responsible for payment of all taxes levied upon the lands, improvements and other property of Landlord. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord. Notwithstanding the foregoing, Tenant shall be responsible for any and all taxes attributable to Tenant's use, occupancy, operation, or improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant unless previously paid by Landlord.

23. SALE OF PROPERTY.

If Landlord, at any time during the Term of this Agreement, decides to sell or otherwise transfer all or any part of its interest in the Premises or the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a transfer or sale of the Landlord's interest in the Premises or Property, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant.

- i.
- iii. Bill of Sale or Transfer
- v. Successor IRS Form W-9
- vii. Full contact information for successor including phone number(s)

24. MISCELLANEOUS.

(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Memorandum/Short Form Lease. Tenant shall record a Memorandum or Short Form of Lease within thirty (30) days of the Effective Date. In the event that Tenant terminates this Agreement for any reason, Tenant shall discharge the recorded Memorandum of Lease

BST Site: CT-5020 Evergreen Street

AT&T Site: CT-5100 Bridgeport HiHo Relo / FA #: 10107972

within thirty (30) days of termination, at Tenant's cost. This Agreement shall not be construed as terminated, and Tenant shall pay Rent, until the Memorandum of Lease is discharged.

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

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

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

(f) **Estoppel.** Provided that the requesting party is not in default beyond all applicable cure and grace periods, either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying, to such party's knowledge, that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

(g) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(h) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business day's prior written notice to the other party hereto.

(i) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall 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.

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

(k) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws"). Landlord agrees to comply with all Laws.

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

BST Site: CT-5020 Evergreen Street

AT&T Site: CT-5100 Bridgeport HiHo Relo / FA #: 10107972

(directly or indirectly) to direct the management or policies of that person or entity through the ownership of voting securities, by contract, agency, or otherwise.

(m) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9 upon execution of this Agreement.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING TWO PAGES]

BST Site: CT-5020 Evergreen Street
AT&T Site: CT-5100 Bridgeport HiHo Relo / FA #: 10107972

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

"LANDLORD"

BLUE SKY TOWERS, LLC

By: [Signature]

Print Name: Jim Reeh

Its: President

Date: 7-13-15

LANDLORD ACKNOWLEDGMENT

STATE OF Massachusetts)

CITY / COUNTY OF Middlesex) SS:

The foregoing instrument was acknowledged before me this July 13, 2015, by Jim Reeh, President Blue Sky Towers, LLC (name of person acknowledged).

[Signature]

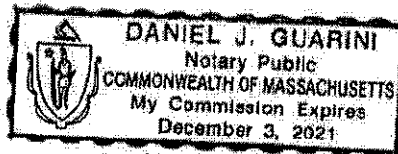
(Signature of Person Taking Acknowledgement)

Notary Public Daniel J Guarini

(Title or Rank) (Printed Name)

12-3-2021

(Registration Number) (Commission Expiration Date)



BST Site: CT-5020 Evergreen Street
AT&T Site: CT-5100 Bridgeport HiHo Relo / FA #: 10107972
"TENANT"

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its Manager

By: Kevin Mason
Name: Kevin Mason
Title: Area Manager, Construction and
Engineering
Date: 7-08-2015

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS
) SS:
CITY / COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this July 8, 2015, by Kevin L. Mason, Area Manager, New Cingular Wireless PCS, LLC (name of person acknowledged).

Lauren A. O'Sullivan
(Signature of Person Taking Acknowledgement)
Notary Public Lauren A. O'Sullivan
(Title or Rank) (Printed Name)
April 20, 2018
(Registration Number) (Commission Expiration)

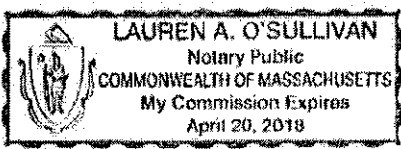


EXHIBIT A
Legal Description

The Property is legally described as follows:

All that certain piece or parcel of land with the buildings thereon situated in the City of Bridgeport, County of Fairfield and State of Connecticut, known as lots Nos. 114 to 118 inclusive and a portion of lot No. 113 on Map No. 1 of Building Lots belonging to the Est. of A. L. Winton made by Scofield & Starr, Surveyors, dated Feb., 1895, and on file in the Bridgeport Town Clerk's office, together with a parcel of land adjoining on the east, bounded:

- NORTHERLY:	on Evergreen Street, 151.36 feet, more or less;
EASTERLY:	on land now or formerly of the Bridgeport Sportsman Club, Inc., 285 feet, more or less;
SOUTHERLY:	on land now or formerly of Carl J. Brunetto, 150 feet, more or less;
WESTERLY:	on lots Nos. 69, 68, 67, 66 and 65 on said map, 264 feet, more or less.

Said premises are known as No. 220-232 Evergreen Street.

EXHIBIT 2

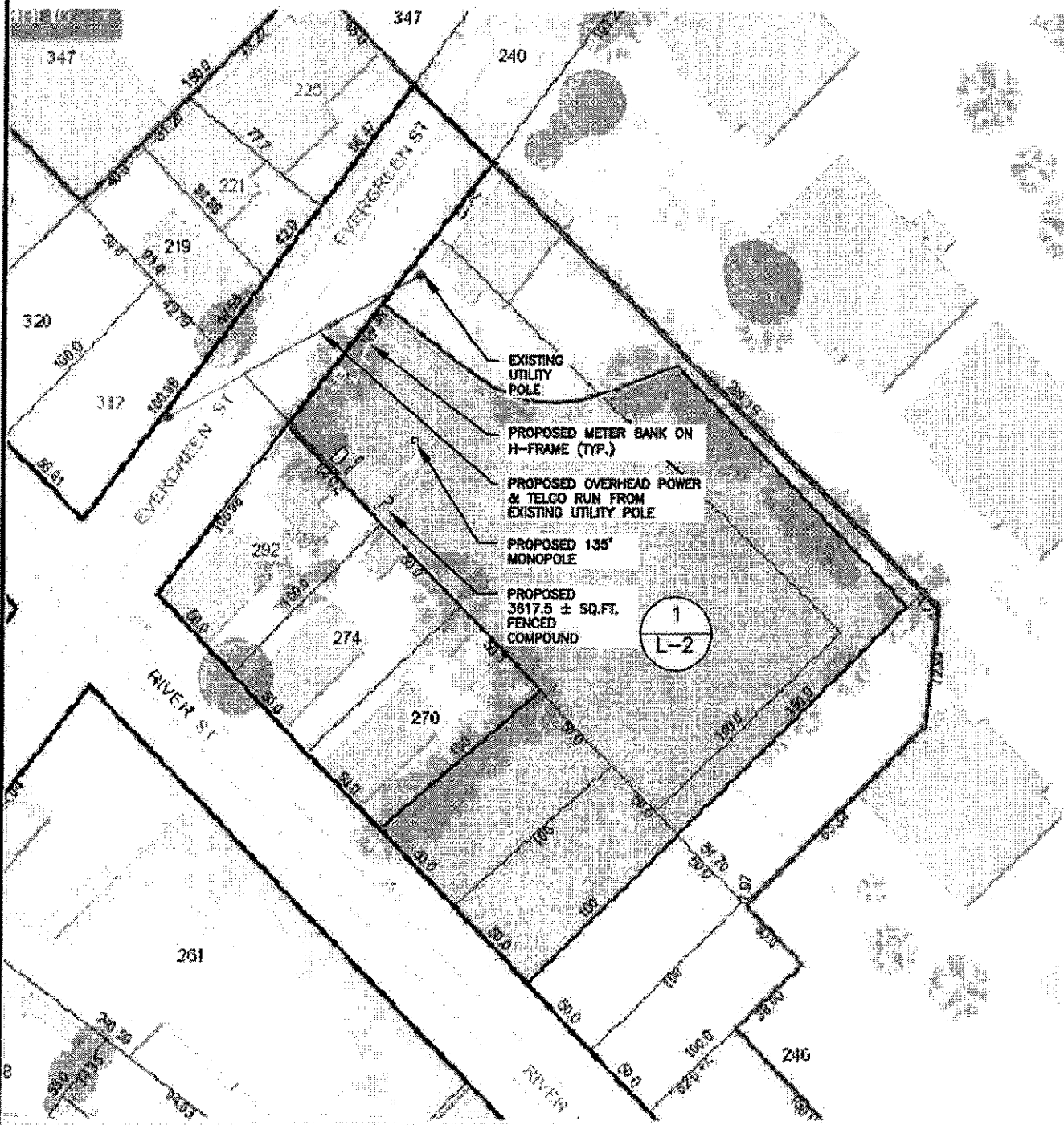
DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS.
 LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.
 *EQUIPMENT SPECIFICATIONS AND UTILITY LICENSES AS REQUIRED BY TELCO AND POWER COMPANY.



CENTER OF TOWER COORDINATES: LAT: N41° 11' 52.00"
 LONG: W73° 11' 26.49"

LOCATION PLAN
 SCALE: N.T.S

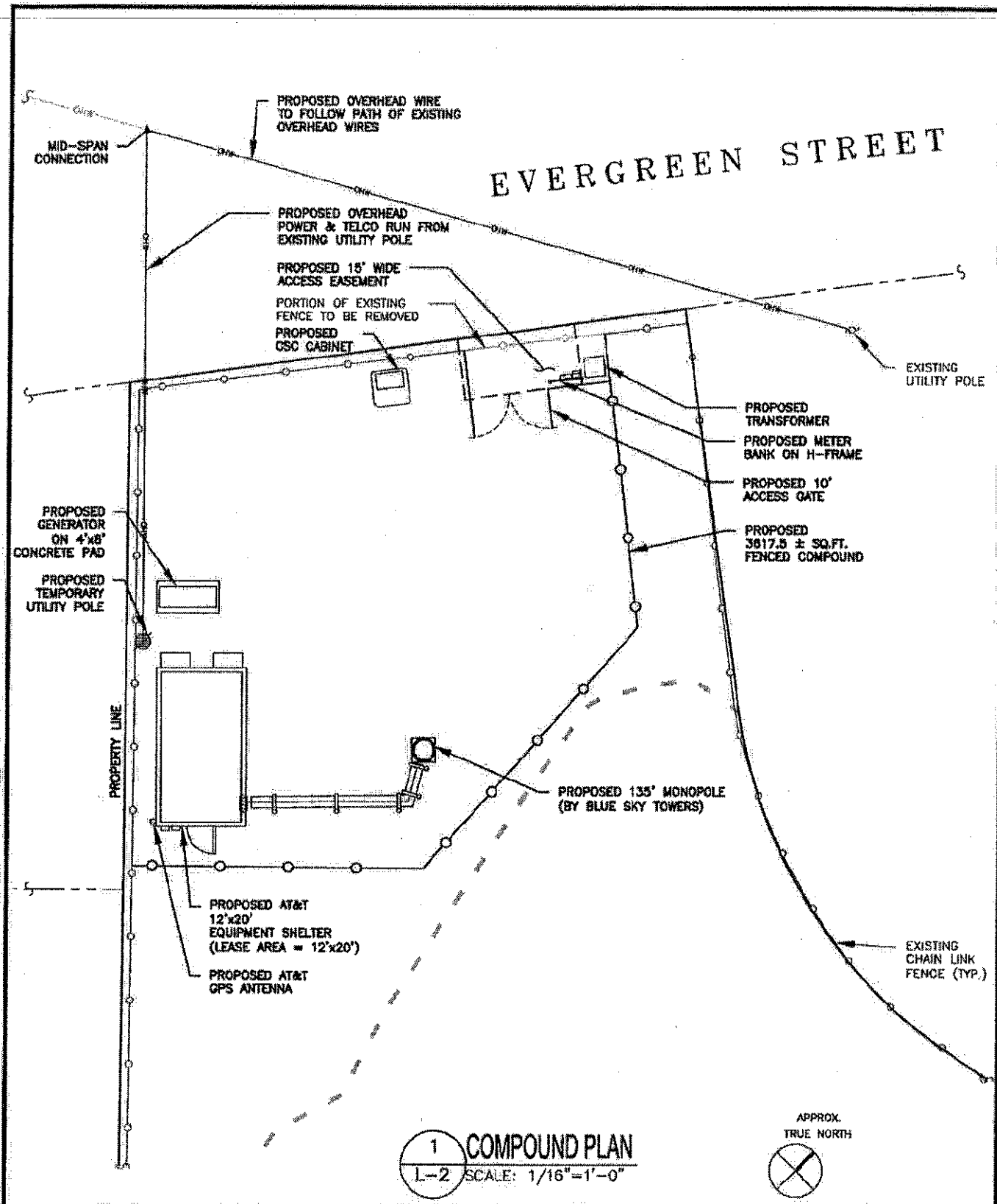


SITE NO: CT-5020
SITE NAME: EVERGREEN STREET
ADDRESS: 220 EVERGREEN STREET
 BRIDGEPORT, CT 06606



550 COCHITUATE ROAD
 FRAMINGHAM, MA 01701

SHEET # L-1	REV 1
SITE TYPE: MONOPOLE	DATE: 06/29/15
DRAWN BY: DJM/SB	SCALE: NTS



1 COMPOUND PLAN
L-2 SCALE: 1/16"=1'-0"

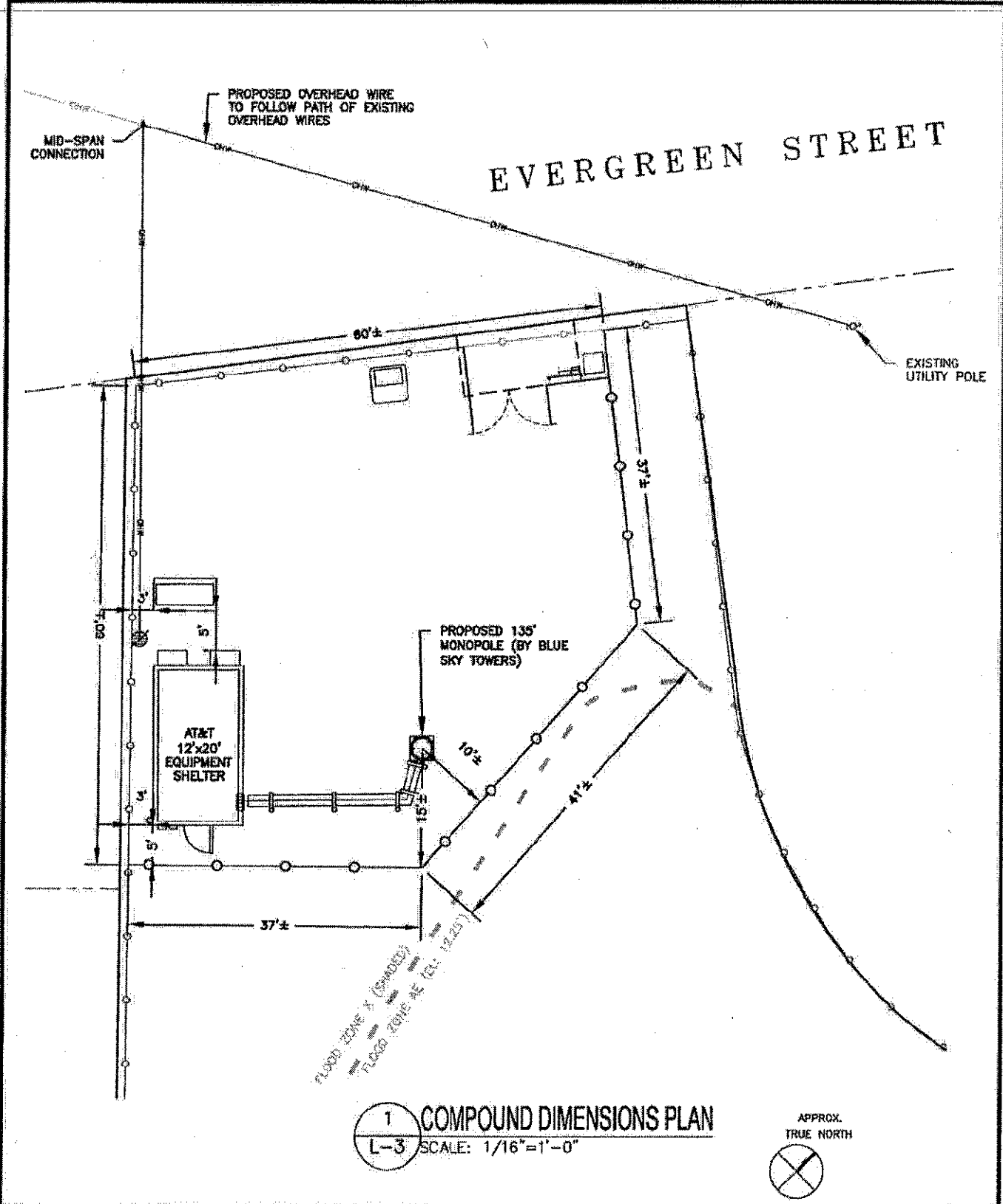


SITE NO: CT-5020
SITE NAME: EVERGREEN STREET
ADDRESS: 220 EVERGREEN STREET
 BRIDGEPORT, CT 06606



550 COCHITUATE ROAD
 FRAMINGHAM, MA 01701

SHEET # L-2	REV 1
SITE TYPE: MONOPOLE	DATE: 06/29/15
DRAWN BY: DJM/SB	SCALE: NTS



1 COMPOUND DIMENSIONS PLAN
 L-3 SCALE: 1/16"=1'-0"



SITE NO: CT-5020
SITE NAME: EVERGREEN STREET
ADDRESS: 220 EVERGREEN STREET
 BRIDGEPORT, CT 06606



BLUE SKY TOWERS, LLC
 100 MAIN STREET, SUITE 200
 FRAMINGHAM, MASSACHUSETTS 01701

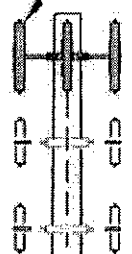
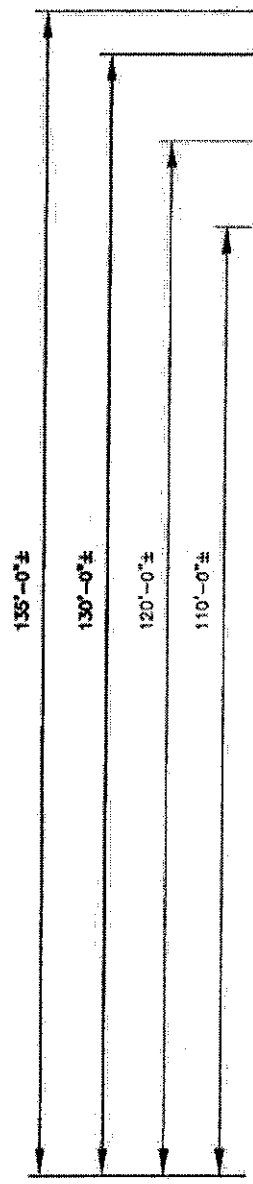


550 COCHITUATE ROAD
 FRAMINGHAM, MA 01701

SHEET # L-3	REV 1
SITE TYPE: MONOPOLE	DATE: 06/29/15
DRAWN BY: DJM/SB	SCALE: NTS

PROPOSED AT&T ANTENNAS
WITH ASSOCIATED RADIOS AND
APPURTENANCES
(TYP. OF 3 PER SECTOR, TOTAL OF 9)

- ◆ TOP OF PROPOSED
TEMPORARY MONOPOLE
ELEV.=135'-0"± (AGL)
- ◆ C. OF PROPOSED AT&T ANTENNAS
ELEV.=130'-0"± (AGL)
- ◆ C. OF FUTURE CARRIER ANTENNAS
ELEV.=120'-0"± (AGL)
- ◆ C. OF FUTURE CARRIER ANTENNAS
ELEV.=110'-0"± (AGL)



PROPOSED 135' MONOPOLE (BY BLUE SKY TOWERS)

PROPOSED AT&T 12'x20'
EQUIPMENT SHELTER
(LEASE AREA= 12'x20')

PROPOSED
CHAIN LINK
FENCE FOR
COMPOUND

◆ GROUND LEVEL
ELEV.=0'-0"± (AGL)

1 SOUTHWEST ELEVATION
L-4 SCALE: 1"=20'-0"

SITE NO: CT-5020
SITE NAME: EVERGREEN STREET
ADDRESS: 220 EVERGREEN STREET
BRIDGEPORT, CT 06608



BLUE SKY TOWERS, LLC
155 AORN STREET, SUITE 2, WINDY HILL
MASSACHUSETTS 02154



550 COCHITUATE ROAD
FRAMINGHAM, MA 01701

SHEET # L-4	REV 1
SITE TYPE: MONOPOLE	DATE: 06/29/15
DRAWN BY: DJM/SB	SCALE: NTS

BST Site: CT-5020 Evergreen Street

AT&T Site: CT-5100 Bridgeport HiHo Relo / FA #: 10107972

EXHIBIT 3

PRIME LEASE

[FOLLOWS ON NEXT PAGE]

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:


APPLICATION OF BLUE SKY TOWERS, LLC (BLUE SKY) 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 BRIDGEPORT, CONNECTICUT

DOCKET NO. 464

December 18, 2015

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE OF THE EXACT MONTHLY RENT IN THE OPTION AND GROUND LEASE AGREEMENT BETWEEN BLUE SKY TOWERS, LLC (BLUE SKY) AND CHAPIN & BANGS COMPANY AND THE TOWER SUBLEASE AGREEMENT BETWEEN BLUE SKY TOWERS, LLC AND NEW CINGULAR WIRELESS PCS, LLC (AT&T)

In furtherance of the Council's ruling in Docket 366, Applicant Blue Sky Towers, LLC (Blue Sky), respectfully moves for a protective order related to the disclosure of the exact monthly rent in the Lease Agreement with Chapin & Bangs Company (the "Landlord") and in the Tower Sublease Agreement with New Cingular Wireless, PCS, LLC ("AT&T") (together the "Agreements"). The Siting Council's evaluation of the Applicants' proposed facility at the proposed Site should not be based on the financial terms of Blue Sky's agreements as that information does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, Blue Sky 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 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 agreements with the unredacted portions disclosed specifying the monthly rents 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.



Christopher B. Fisher
Cuddy & Feder LLC
Attorney for the Applicant

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF BLUE SKY TOWERS, LLC (BLUE SKY) AND NEW CINGULAR WIRELESS PCS, LLC (AT&T) FOR A CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A TELECOMMUNICATIONS TOWER FACILITY AT 220 EVERGREEN STREET IN THE CITY OF BRIDGEPORT, CONNECTICUT

DOCKET NO. _____

December _____, 2015

AFFIDAVIT OF SEAN GORMLEY

I, Sean Gormley, being duly sworn, deposes and states that:

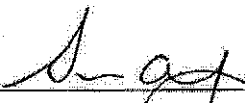
1. I am over eighteen years of age and understand the obligation of making a statement under oath.
2. I am a Project Manager with Blue Sky Towers, LLC (Blue Sky).
3. I am familiar with the Blue Sky and AT&T Application for a Certificate of Environmental Compatibility and Public Need (the "Application") for the construction, maintenance and operation of a telecommunications tower facility located at 220 Evergreen Street in Bridgeport, Connecticut (the "Premises").
4. I am familiar with the Lease Agreement between Blue Sky Towers, LLC and Chapin and Bangs Company, the owner of the property located at 220 Evergreen Street, as well as the Tower Sublease Agreement between Blue Sky and AT&T (together the "Agreements") being submitted to the Connecticut Siting Council.
5. Redacted copies of the Agreements are being submitted in connection with the Application.

6. The redacted provisions of the Agreements relate to sensitive and confidential financial terms and information regarding rent and fees related to the tenancy and any provided for extensions of Blue Sky at the Premises as well as the Tower Sublease Agreement between Blue Sky and AT&T ("Confidential Information").

7. The Confidential Information is proprietary, confidential and commercially valuable information that constitute trade secrets.

8. Blue Sky would be harmed by the disclosure of the Confidential Information.

9. Blue Sky 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.

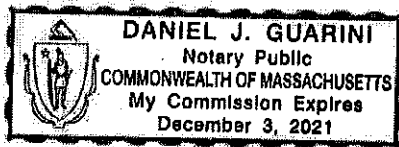


Sean Gormley
Project Manager
Blue Sky Towers, LLC

Subscribed and sworn to before me
this 27 day of December, 2015



Notary Public *Daniel J. Guarini*



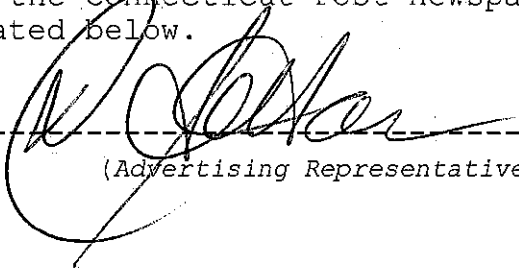
CONNECTICUT POST

410 State Street • Bridgeport, CT 06604

CUDDY & FEDER LLP
445 Hamilton Avenue, 14th Floor
White Plains NY 10601

CONNECTICUT POST CERTIFICATE OF PUBLICATION

This is to certify that the
attached advertisement was published
in the Connecticut Post newspaper as
stated below.



(Advertising Representative)

Subscribed and sworn to before me,
on this 19th day of November, A.D.
2015



Notary Public
State Commission Expires 1/31/2018

PO Number

Amount
\$2,810.60

Publication
Connecticut Post

Ad Number
0002124634-01

Publication Schedule
11/17/2015, 11/19/2015

Ad Caption
NOTICE Notice is hereby given,

2124634

NOTICE

Notice is hereby given, pursuant to Section 16-50l(b) of the Connecticut General Statutes and Section 16-50l-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 December 1, 2015 by Blue Sky Towers, LLC and New Cingular Wireless PCS, LLC (the "Applicants") for a certificate of environmental compatibility and public need for the construction and maintenance of a wireless telecommunications tower facility in Bridgeport, Connecticut.

A replacement tower is being proposed by the Applicants to replace service that is currently being provided by a temporary tower at 220 Evergreen Street, which was approved in Petition 1169 by the Connecticut Siting Council. The temporary tower was approved as an interim measure due to the decommissioning of AT&T's existing Facility located at 370 North Avenue ("HI HO Facility"). The replacement tower facility is proposed on property located at 220 Evergreen Street in Bridgeport. The proposed facility consists of a 135-foot tall self-supporting monopole tower and a 3,617.5 square foot tower compound along the parcel's frontage on Evergreen Street. AT&T would install up to twelve (12) panel antennas and related equipment at a centerline height of 130' above grade level (AGL) on the tower. A permanent 12' x 20' unmanned equipment shelter would be installed together with a back-up power generator in the compound. The proposed tower and equipment compound will be enclosed by an eight (8) foot tall fence. The compound and tower will be designed to accommodate space for two other carriers. Vehicular access to the facility will be provided from Evergreen Street over an existing access drive.

The location, height and other features of the Facility are subject to review and potential change under provisions of the Connecticut General Statutes Sections 16-50g et. seq. The Facility is being proposed to allow AT&T to continue wireless services in this area of the State from the site to be decommissioned and in place of the temporary tower. The Application will explain the need, purpose and benefits of the Facility and also describe the environmental effects of the proposed Facility. The Facility will be available for co-location by other wireless carriers.

A balloon, representative of the height of the proposed Facility, will be flown at the proposed site on the first day of the Siting Council public hearing on the Application, 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 are invited to review the Application during normal business hours after December 2, 2015 at any of the following offices:

Connecticut Siting Council
10 Franklin Square
New Britain, Connecticut 0605

City of Bridgeport
Alma L Maya, City Clerk
145 Lyon Terrace
Bridgeport, CT 06604

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

Christopher B. Fisher, Esq.
Cuddy & Feder LLP
445 Hamilton Ave, 14th Floor
White Plains, New York 10601

(914) 761-1300
Attorneys for the Applicants