

May 28, 2014

VIA OVERNIGHT DELIVERY

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

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CONNECTICUT
SITING COUNCIL

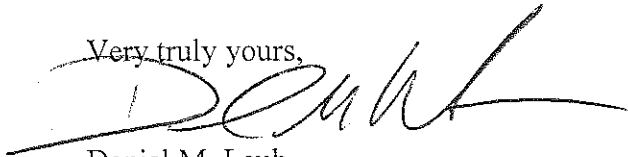
Re: Docket No. 449
Message Center Management ("MCM")
Proposed Replacement Wireless Telecommunications Tower Facility
Redding Ridge Fire Department
186 Black Rock Turnpike, Redding, Connecticut

Dear Chairman Stein and Members of the Siting Council:

On behalf of Message Center Management ("MCM") and in connection with the above referenced Certificate Application, we respectfully enclose MCM's Lease Agreement with Redding Ridge Fire District #1 (redacted). Also included are a motion for Protective Order related to the disclosure of the exact financial terms included in the Lease Agreement, a supporting affidavit of Christopher Gelinias of Message Center Management, a sealed envelope containing the unredacted pages from the Lease Agreement containing proprietary and confidential information and a draft Protective Order.

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

Very truly yours,



Daniel M. Laub

Enclosures

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

ORIGINAL

The information in this document is CONFIDENTIAL and PROPRIETARY and may not be disclosed without written permission of Message Center Management, Inc.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") dated 11/14/13, 2013, by and between Redding Ridge Fire District #1 with an address of 186 Black Rock Turnpike, Redding, CT 06875 (the "Landlord") and MESSAGE CENTER MANAGEMENT, INC., a corporation organized in the state of Delaware, with an address of 40 Woodland Street, Hartford, CT 06105 (the "Tenant").

WHEREAS, Landlord is the owner of certain real property known as 186 Black Rock Turnpike, Redding, CT 06875, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises") and Tenant desires to lease a portion of the Premises, containing approximately two thousand six hundred six (2,606) square feet (the "Site") including an existing eighty foot (80') tower standing thereon (hereinafter referred to as the "Existing Tower") together with certain rights and easements as specified below in this Agreement. Upon receipt of all necessary approvals, Tenant shall remove the Existing Tower and build a new tower (as further defined and hereinafter referred to as the "New Tower") (Site and New Tower are collectively hereinafter referred to as the "Site"). The Site is more particularly described and depicted as the "Site" on Exhibit B attached hereto and made a part hereof; and

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

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

WHEREAS, upon full execution of this Agreement, Landlord hereby assigns all of Landlord's rights in the telecommunications agreement with the Existing Licensee to Tenant.

WHEREAS, Landlord hereby grants approval, consent, and permission to Tenant, for the design and construction of a new communications tower at any time, during the Term (as defined below) of this Agreement in the approximate location on the Premises as set forth on the Exhibit B as New Tower. Such New Tower shall be a replacement for the Existing Tower subject to receipt of all Approvals (as hereinafter defined) necessary for the construction of said New Tower; and

WHEREAS, Landlord agrees and acknowledges that Tenant's ability to construct a New Tower is contingent upon Tenant obtaining all necessary Approvals (as hereinafter defined). Tenant will own the New Tower; and

WHEREAS, Landlord grants its approval, consent and permission to Tenant, for Tenant to remove the Existing Tower after the completion of the New Tower and coordinate the transfer of the communications equipment then existing on the Existing Tower to the New Tower on the Site.

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

1. **DEFINITIONS**

- a. The word "Licensee" as used in this Agreement refers to each party that enters into a license agreement, sub-license, sub-lease or other similar agreement with Tenant for use of space at the Site.
- b. The word "Existing Licensee" as used in this Agreement refers to any telecommunications carrier located on the Existing Tower at the time of completion of the New Tower. After completion of the New Tower, Existing Licensee(s) shall be required to move their communications equipment from the Existing Tower to the New Tower.
- c. The word "License Agreement" as used in this Agreement refers to any license agreement, sub-license, sub-lease or other similar agreement with a Licensee at the Site executed by the Licensee and the Tenant.
- d. The word "Equipment" as used in this Agreement refers to communications equipment, devices and other items of personal property located at the Site for the purpose of receiving and transmitting radio signals on designated frequencies.
- e. "GCR" as used in this Agreement refers to gross collected receipts arising from license payments from Licensees at the Site that are actually collected and received by Tenant during a monthly billing cycle. GCR shall specifically exclude sums, fees and/or payments payable by Licensees to Tenant for utility consumption (including power and electricity usage), antenna installation and maintenance, site preparation, construction costs, intermodulation study, facilities coordination fee, Tenant's Taxes (as defined herein) etc.

2. **GRANT OF LEASE** The Landlord hereby grants to Tenant an exclusive Lease to:

- a. License space on towers or other structures for the location of communications antennae and related Equipment at the Site;
- b. Negotiate License Agreements and renewal License Agreements with prospective Licensees and Existing Licensee(s);
- c. Bill and collect license payments with Licensees and Existing Licensee(s) and managing both the technological as well as the human relations aspects of the Site with the Licensees and Existing Licensee(s);
- d. Verify that the installation, removal and maintenance of Licensee's Equipment and Existing Licensee(s) at the Site is conducted in conformance with this Agreement and with any applicable License Agreement;
- e. Operate the Site consistent with applicable Federal Communication Commission (the "FCC") and Federal Aviation Administration (the "FAA") rules and

- regulations and other applicable legal requirements of any governmental agency having jurisdiction over the Site relating to Tenant's activities at the Site;
- f. Coordinate the use of the frequency spectrum to maximize the use of the Site while minimizing interference problems; and
 - g. Monitor the Licensees' and Existing Licensee(s) compliance with such reasonable rules and regulations governing the Site as may be established from time to time by Tenant with respect to the security of and access to the Site.

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

- a. A non-exclusive twenty (20) foot wide easement over, under, across and upon that portion of the Premises extending from Black Rock Turnpike to the Site shown on **Exhibit B** as "ACCESS EASEMENT" for the purposes of ingress and egress, seven (7) days a week, twenty-four (24) hours a day on foot or motor vehicle, including trucks, for the purposes of construction, installation, operation, maintenance, repair, replacement and removal of the Tenant's or Licensee's equipment, improvements, structures and facilities on, at, upon, above, under and over the Site and to access the Site and any and all Communications Facilities (as defined below) located on the Site from time to time;
- b. A non-exclusive twenty (20) foot wide easement over, under, across and upon that portion of the Premises extending from Black Rock Turnpike to the Site shown on **Exhibit B** as "UTILITY EASEMENT" for the installation, maintenance, operation, repair, replacement and removal from time to time of utility wires, poles, cables, conduits, pipes and other related equipment. In addition, in the event any public utility company requires an easement or right-of-way to service the Site and/or Communications Facilities (as defined below), at no cost or expense to Tenant, Landlord hereby agrees to grant Tenant or such public utility companies such additional rights-of-way and easements in areas designated by Landlord which are acceptable to the applicable utility companies;
- c. Subject to Section 12 herein, the right to tie into and use, in common with others, telephone and electric lines and other utility systems and facilities servicing the Premises and any facilities, structures, improvements and equipment now or hereafter situated on the Premises and to access the same;
- d. The right to use all driveways at the Premises and park vehicles at the Premises as is necessary or appropriate for any and all of Tenant's activities at the Site and/or the operation of any and all Communications Facilities (as defined below) located on the Site; Tenant shall comply with all rules, regulations, signage and other requirements of Landlord with respect to the parking of vehicles at the Premises.
- e. The right to construct, install, operate, use, alter, maintain, repair, replace and remove equipment buildings, facilities, towers, generators, antennas, equipment, apparatus, structures, improvements, wiring, cables, pipes, guy wires, conduits, utility meters and all other ancillary equipment and appurtenances related, directly or indirectly, in any way thereto on the Site as Tenant determines, in Tenant's sole discretion, as

necessary or appropriate or desirable for operation of any and all communications facilities on the Site or any portion thereof (collectively the "Communications Facilities"). Notwithstanding the foregoing, the rights of Tenant set forth in this subsection shall only apply to Tenant Improvements (as defined herein); and

- f. Landlord grants Tenant the right to use such portions of the Premises as shown on Exhibit B hereto as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facilities, including, but not limited to, (i) the right of ingress, egress, and regress to and from the Site for all purposes, including, but not limited to, construction machinery and equipment, (ii) the right to use such portions of the Premises as is reasonably necessary or desirable for storage of construction materials and equipment during construction of the Communications Facilities with the prior consent of Landlord, which shall not be unreasonably withheld, (iii) Landlord grants Tenant the right to clear all trees, undergrowth, and all other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs, branches and other impediments which may interfere with, adversely affect or extend into the vicinity of any of the Communications Facilities, and (iv) the right to construct and maintain Tenant's Improvements (as defined below) on any portion of the Premises and/or the area of the Rights and Easements as is reasonably necessary or desirable for the maintenance and operation of the Communications Facilities.
- g. Any engine or motor driven equipment (excluding vehicles and construction equipment) on the Site shall be "level 2" silenced engines.
- h. Tenant or Sub-Licensees may position trailer mounted generator units using any fuel including diesel on the Site starting one week before any emergency that may require them. The units may be operated during the emergency and until reliable utility power returns. The units shall be removed from the Site within one week of the end of the emergency and the restoration of reliable utility power. Any trailer mounted unit must be "Level 2" silenced.

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

5. **PRIMARY OCCUPANTS** Landlord ("Primary Occupant") shall be allowed to place up to four (4) antennas at approximately eighty feet (80') on the Existing Tower or the New Tower. Tenant shall stipulate in all License Agreements that Licensee's use of the

Communications Facilities shall in no way adversely interfere with transmissions or receptions of Primary Occupant. The Primary Occupant's frequencies are listed in Exhibit G attached hereto and made a part hereof. In the event Licensee's equipment causes interference with the transmissions or receptions of Primary Occupant, the Licensee shall, upon receipt of notice thereof, immediately cease operation of the interfering equipment, except for intermittent testing, and permanently eliminate the interference at its own cost and expense. In the event Primary Occupant desires from time to time to add or delete frequencies from Exhibit G, a system compatibility study will be performed by Tenant's consulting engineer. The cost of such study shall be borne solely by Primary Occupant and Primary Occupant shall pay to Tenant, a one time fee of one hundred seventy-five (\$175.00) dollars plus sales tax, to perform a system compatibility study. Primary Occupant shall provide Tenant with prior written notice and Exhibit G shall be amended accordingly. Tenant shall have the right to review the foregoing frequency for compatibility and in the event there is frequency incompatibility both parties shall work in good faith to come to a reasonable resolution which shall not prohibit any existing/future Licensees from placing equipment on the Site. Any Amendments to Exhibit G must be in writing and executed by both parties.

6. RENT

7. TERM

- a. This Agreement shall commence on the date following the full execution by the Landlord and the Tenant and continue in full force and effect for a period of ten (10) years thereafter (the "Initial Term"), subject to the exercise of the Tenant's termination options set forth in Paragraph 7 below.
- b. Provided this Agreement is in full force and effect, then this Agreement shall automatically be extended for six (6) additional periods of Ten (10) years each,

unless Tenant provides written notice to Landlord sixty (60) days prior to the expiration of the Initial Term or any Extension Term (as defined below), of its intention not to extend this Agreement. These additional periods shall be referred to as the "Extension Term(s)". The first Extension Term shall commence on the date immediately following the originally fixed expiration date of the Initial Term. The second Extension Term shall commence on the date immediately following the originally fixed expiration date of the first Extension Term. The third Extension Term shall commence on the date immediately following the originally fixed expiration date of the second Extension Term. The fourth Extension Term shall commence on the date immediately following the originally fixed expiration date of the third Extension Term. The fifth Extension Term shall commence on the date immediately following the originally fixed expiration date of the fourth Extension Term. The sixth Extension Term shall commence on the date immediately following the originally fixed expiration date of the fifth Extension Term. The terms and conditions of this Agreement shall apply during the Initial Term and any Extension Term. The Initial Term and each Extension Term are collectively hereinafter referred to as the "Term"

- c. Provided the term of a License Agreement is longer than the then existing Term of this Agreement, then the Term of this Agreement shall be deemed to be extended and modified to ninety (90) days after the expiration date of the then current term set forth in the License Agreement. Tenant shall not enter into a License Agreement that allows for any License Agreement to expire longer than five (5) years after the expiration date of this Agreement.

8. TERMINATION OPTION

- a. Tenant shall, at Tenant's option, have the right to terminate this Agreement by written notice to Landlord at any time upon the occurrence of any of the following events or circumstances: (a) any certificate, permit, license or approval necessary for the use, construction or operation of the Communications Facilities on, or at the Site in any manner intended or contemplated by Tenant from time to time is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or Tenant, in its sole discretion, determines the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) Tenant determines that the Site is inappropriate or unsuitable for the uses intended by Tenant or based upon imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with Tenant's reception or transmission; or (c) Tenant determines that Landlord does not have good and marketable title to the Site or does not have the full power and authority to enter into and execute this Agreement or the Site is encumbered in any way whatsoever which restricts, limits or interferes with Tenant's use thereof. Upon any such termination by the Tenant, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove Tenant's Improvements as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.
- b. Landlord may, at Landlord's option, have the right to terminate this Agreement by written notice to Tenant upon the occurrence of the following event: (a) If Tenant does not commence construction of the New Tower within three (3) years of Tenant

obtaining all necessary approvals and permits to build the New Tower (including, but not limited to Connecticut Siting Council approval) and does not complete construction of the New Tower within one (1) year following commencement of construction of New Tower. Notwithstanding the foregoing, in the event Tenant does not complete construction of the New Tower within one (1) year following commencement of construction of New Tower due to circumstances that are out of Tenant's control, including, but not limited to Force Majeure pursuant to Paragraph 39 below, Landlord shall not have the option to terminate this Agreement.

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

10. **LICENSING OR SUBLEASING** Tenant may grant License Agreements with respect to all or any part of the Site, including, but not limited to, the use of the Rights and Easements and of ground space and space on any Improvements at the Site to any and all third parties on such terms and conditions as Tenant shall determine in its sole discretion. Tenant shall provide Landlord with written notice of a proposed License Agreement (the "License Notice") attached hereto and made a part hereof as Exhibit F. Tenant may sublet all or part of the Site without Landlord's consent.

11. **ACCESS** Authorized representatives of Tenant and the Licensees shall be allowed nonexclusive access at all times to the Site. Tenant shall provide to the Landlord a list of all persons who are authorized by Tenant or the Licensees to have access to the Site. Tenant will establish security procedures in connection with use of the Site.

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

- a. Tenant will install when possible a separate electric meter for the Site or one meter per Licensee. If a separate meter or meters are installed, Landlord will cooperate with Tenant, as necessary in instructing the utility company to send bills directly to Tenant or the Licensee, as applicable, for payment.
- b. If a separate meter or meters are not installed, Tenant shall bill each Licensee for reimbursement of the electricity used by such Licensee based on the projected consumption of the equipment installed by the Licensee operated on a 24/7 basis. Tenant shall remit to Landlord on a monthly schedule such reimbursements of electricity collected from the Licensee.

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

13. REMOVAL OF TENANT'S IMPROVEMENTS

- a. Ownership and title to all of Tenant's Improvements, including, but not limited to, any and all improvements, fixtures, equipment, structures, facilities and all other items of personal property constructed or installed by Tenant on the Site shall remain with Tenant, and all Tenant's Improvements constructed, installed or utilized by Tenant shall at all times be and remain the property of Tenant, regardless of whether such Tenant's Improvements are attached or affixed to the Site. Tenant shall remove all Tenant's Improvements at the Site and restore the Site to its original above grade condition, reasonable wear and tear, casualty and condemnation excepted, within thirty (30) days after the expiration or sooner termination of this Agreement. At Landlord's option, to be exercised by Landlord's written notice received by the Tenant within sixty (60) days prior to the expiration or sooner termination of this Agreement, Tenant will leave the foundation and security fence on the Site to become the property of Landlord. If removal of such property causes Tenant to remain on the Site for more than thirty (30) days after the expiration or sooner termination of this Agreement, then Tenant shall pay rent at the then existing rental compensation rate on a pro rated basis until such time as the removal is completed.
- b. Landlord may at Landlord's option, purchase the New Tower for one (\$1.00) dollar upon the expiration of all terms of this Agreement provided: (i) Landlord provides written notice to Tenant sixty (60) days prior to the expiration of this Agreement and (ii) Landlord uses the Communications Facilities only for the Landlord's use and Landlord shall not license, lease, sub-license or sub-lease the Communications Facilities to any other third party for a period of five (5) years after Landlord's purchase of the New Tower as set forth herein. If, at the time Landlord attempts to exercise its purchase option the Communications Facilities are still being utilized by a Licensee, then the period of time during which the Landlord may exercise its purchase option shall be extended until thirty (30) days after Landlord receives notice from the Tenant that the Communications Facilities are not being utilized by any Licensee.

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

due to or caused by the acts or omissions of Tenant or its employees, contractors, agents or representatives.

15. INSURANCE

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

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

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

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

17. **REPRESENTATIONS AND WARRANTIES**

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

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

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

b. The Tenant Represents and Warrants That:

- i. It is a corporation organized in accordance with the laws of the State of Delaware and duly authorized as a foreign corporation doing business in Connecticut;
- ii. The execution, delivery, and performance of this Agreement by Tenant is duly authorized and this Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms;
- iii. The execution, delivery, and performance of this Agreement by Tenant will not violate, conflict with or constitute a default under any Agreement to which Tenant is a party; and

- iv. Tenant will be responsible, at its expense, for all zoning, zoning approvals and approvals from the FCC and the FAA, for use of the Site for the construction and operation of Communications Facilities.

18. COMPLIANCE WITH LAWS

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

19. INSPECTIONS Landlord shall permit Tenant and Licensees during the entire Term of this Agreement and any extension thereof, free and unimpeded pedestrian and vehicular ingress and egress to the Premises, including, but not limited to, the Site, by Tenant and its employee, agents, contractors and government officials to conduct structural strength analyses, subsurface boring tests, environmental inspections, assessments and tests, radio frequency tests and such other tests, investigations and similar activities as Tenant may deem necessary or desirable in the Tenant's sole discretion (collectively, the "Inspections"), at the sole cost of Tenant. Tenant and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Premises, including, but not limited to, the Site, to conduct such Inspections. Tenant shall indemnify and hold Landlord harmless against any actual loss or actual damage for personal injury and physical damage to the Premises, excepting reasonable wear and tear, that solely and directly arise out of the willful misconduct or gross negligence of the Tenant with respect to Tenant's conduct of Inspections permitted under this Paragraph 19.

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

21. GOVERNMENTAL APPROVALS Landlord agrees and acknowledges that Tenant's ability to use the Site is contingent upon its obtaining all licenses, certificates, permits, zoning approvals and other approvals that may be required by any and all federal, state or local authorities in connection with the use, construction, installation, maintenance and removal of telecommunications facilities, improvements, structures and equipment at the Site (collectively the "Approvals"). Landlord shall cooperate with Tenant during the entire Term of this Agreement in obtaining such Approvals and the Landlord further agrees that, promptly upon the request of Tenant, at the cost and expense of Tenant, Landlord will execute applications and other documentation for Approvals as may be filed with respect to the Premises, including, but not limited to, the Site, including, but not limited to, a Letter of Authorization attached hereto as Exhibit D and made a part hereof. Landlord shall take no action that would adversely affect the

Site and the proposed use thereof by the Tenant. If at any time during the Term of this Agreement, Tenant determines that it is unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant for any reason whatsoever, or Tenant determines that the Site is unsuitable for use for the operation of Communications Facilities or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant, Tenant shall have the right to terminate this Agreement by written notice to Landlord and all rentals paid to Landlord prior to the termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement, including, but not limited to, the obligations set forth in Paragraph 4 above.

22. TAXES

- a. For purposes of clarification, in the event that any real and/or personal property taxes are levied or assessed against and directly attributable to the Tenant's Improvements on the Site, then Tenant shall be responsible for paying any and all real and/or personal property taxes levied or assessed against and directly attributable to the Tenant's Improvements on the Site (the "Tenant's Taxes"). In the event Tenant receives a tax bill for Tenant's Taxes, Tenant shall pay the entire amount of the Tenant's Taxes to the applicable taxing authority.
- b. In the event Landlord receives a tax bill which includes Tenant's Taxes, or any portion thereof from an applicable taxing authority, Landlord shall provide prior written notice to Tenant together with a copy of the tax bill including Tenant's Taxes and a copy of Landlord's computations establishing the amounts payable by Tenant with such reasonable substantiating evidence in support of Landlord's tax computation as Tenant may reasonably request and/or require in time sufficient for Tenant to : (i) pay to Landlord or taxing authority, the Tenant Taxes within thirty (30) days after Tenant's receipt of the tax bill and a copy of Landlord's computations. Landlord shall pay the entire amount of taxes to the applicable taxing authority on or before the date such taxes become delinquent (ii) determine whether it desires to contest any or all Tenant's Taxes payable by Tenant under this Agreement; and appear before the taxing authority and contest said assessment. If Tenant desires such Tenant Taxes to be contested, Tenant shall promptly notify Landlord thereof, in which case, Landlord shall pursue such contest with all due diligence and in good faith. If Landlord refuses to bring such proceedings, Tenant shall have the right to contest, in good faith, the validity or the amount of the Tenant's Taxes and may defer payment of such obligations, pay the same under protest or take such other steps as Tenant may deem appropriate. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. Tenant shall receive, during and subsequent to the Term of this Agreement, any tax and assessment refunds and/or rebates attributable to any period during the Term of this Agreement for which Tenant has paid Tenant's Taxes and all such rights

of Tenant to such refunds and/or rebates shall survive the expiration or earlier termination of this Agreement.

- c. The Premises is owned by Redding Ridge Fire District #1 and currently is exempt from any real estate taxes. Notwithstanding the foregoing, in the event the Premises is subject to real estate taxes at a later date, taxes shall be paid pursuant to this Paragraph 22 and Landlord shall pay the entire amount of any and all real property taxes and all other taxes, impositions, charges and assessments levied or assessed against the Premises to the applicable taxing authority on or before the date such taxes become delinquent. Tenant may, at Tenant's sole option, pay any and all delinquent amounts of taxes levied or assessed against the Premises together with any late fees, lien charges and other costs, expenses and interest accruing or arising from any such delinquent taxes levied against the Premises and then deduct and offset any and all amount paid by Tenant from future rents and other sums due and payable to the Landlord under this Agreement. If, upon termination of this Agreement, the amount paid by Tenant under this paragraph exceeds amounts deducted against rents and other sums then due to Landlord, then the difference shall become immediately due and payable by Landlord to Tenant.
- d. Landlord's entry into this Agreement does not include any entitlement to tax benefits associated with the ownership, installation or operation of the Equipment or Communications Facilities, including without limitation any local, state, utility, regional, system operator or federal rebate, incentive, tax credit, depreciation or other tax deductions with respect to the Equipment or Communications Facilities, whether existing on the date of this Agreement or created or enacted thereafter, but excluding any incentive or credit available or that may become available specifically to property owners hosting communications facilities.

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

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

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

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

Then:

- a. Landlord shall provide written notice to Tenant and Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell or grant the easement or interest to such third person in accordance with the terms and conditions of such third party offer (the "Offer"). If Landlord changes the economic terms and conditions from those contained in the original Offer sent to

Tenant, then Landlord shall be obligated to offer such revised terms to Tenant pursuant to a new Offer. For purposes of this Paragraph, any transfer, bequest or devise of the Landlord's interest in the Site as a result of the death of the Landlord, whether by will or intestate succession, shall not be considered a sale for which the Tenant has any right of first offer. In addition, Tenant's rights to purchase as set forth in this Paragraph 22 shall be binding upon each and every subsequent owner, buyer and/or transferee of the Premises; and

- b. Such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Tenant's rights hereunder under the terms of this Agreement. To the extent that Landlord grants to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by Tenant for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement or any portion to said third party, Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for full performance of this Agreement.

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

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

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

27. **CONDEMNATION** If the whole of the Premises or such portion thereof as will make the Site unusable or unsuitable or interferes with the Tenant's use or operation of the Site for Communications Facilities as determined by Tenant in its sole discretion, or if any area subject to Rights and Easements granted to Tenant hereunder, is condemned by any legally constituted public authority, then this Agreement, and the Term hereby granted, shall, in Tenant's sole option, cease from the time of Tenant's election to terminate this Agreement, and rental shall be equitably prorated and accounted for as between Landlord and Tenant as of that date. Except as set forth above, a partial taking or condemnation shall not affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this paragraph shall be construed to limit or adversely affect Tenant's right to an award of compensation in any condemnation proceeding for (i) the taking of Tenant's leasehold interest hereunder and the special value of Tenant's rights under the Agreement; (ii) the taking of Tenant's Improvements; and (iii) any and all Tenant's expenses, losses (including, but not limited to, Tenant's loss of business and any interruption in business arising therefrom), damages, moving and/or relocation expenses incurred in connection therewith.

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

29. **BREACH**

- a. If Tenant shall fail to pay any rental amounts payable under this Agreement within thirty (30) days of when such applicable payment was due and payable to the Landlord pursuant to Paragraph 5 above ("Monetary Breach"), or if Tenant should fail to perform any other of the material covenants, terms or conditions of this Agreement (a "Non-Monetary Breach"), then Landlord shall, prior to exercising any rights or remedies against Tenant on account thereof, first furnish Tenant with written notice of the applicable failure or breach and Tenant shall thereafter have thirty (30) days to cure a Monetary Breach and ninety (90) days to cure a Non-Monetary Breach. Notwithstanding the foregoing, if the Non-Monetary Breach is not reasonably capable of being cured within said ninety (90) day period, then Tenant shall be afforded such additional time to cure the Non-Monetary Breach as may be reasonably necessary provided that Tenant promptly commences curing of the Non-

Monetary Breach within sixty (60) days after notice thereof and Tenant prosecutes the curing of the Non-Monetary Breach with due diligence.

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

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

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

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

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

Landlord: Redding Ridge Fire District #1
 186 Black Rock Turnpike
 Redding, CT 06875

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

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

Notwithstanding the foregoing, to the extent allowed under the Connecticut Freedom of Information Act (Connecticut General Statutes §1-210 et seq.) Landlord will treat Confidential Information as confidential and will not disclose it to any third parties. Landlord may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. At the time of disclosure, Tenant shall identify in writing such information that it seeks to remain proprietary and confidential under the Connecticut Freedom of Information Act. Upon request for disclosure by a third party, Landlord shall notify Tenant of the request and the identity of the requesting party and will make an independent determination as to whether such information is subject to disclosure under the Connecticut Freedom of Information Act. If Landlord determines that such information is subject to disclosure, Landlord shall have the right to disclose such information without providing prior notice to Tenant. Tenant shall hold Landlord harmless and indemnify Landlord from any claims, suits or actions (including reasonable attorney fees incurred by Landlord) brought against Landlord by Tenant, any affiliate, parent or subsidiary of Tenant or any third party relating to or arising out of the disclosure of any material by Landlord, whether disclosed intentionally, negligently or otherwise, which Tenant claims or asserts is not subject to disclosure under the Connecticut Freedom of Information Act.

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

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

36. **HAZARDOUS SUBSTANCES**

- a. Landlord hereby warrants and affirms that to the best of Landlord's knowledge after reasonable investigation there are no hazardous substances in, on or under the Premises. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive, carcinogenic, toxic or bio-hazardous, (iii) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto, or (iv) any substance the presence of which on the Premises requires investigation or remediation under any Environmental Law, as the same may hereafter be amended. "Environmental Law" means any and all federal, state and local laws, rules, regulations, orders, permits, licenses, registrations, consent agreements, guidelines, standards or policies that regulate or impose standards of liability or conduct with respect to the protection of human health, the environment, or natural resources, including without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., and the Emergency Planning and Community Right-to-Know Act (SARA Title 4, 42 U.S.C. Sec. 11001 et seq.
- b. Tenant shall not and Tenant shall not permit Licensees to install diesel back-up generators or any equipment with diesel as a fuel source except pursuant to Paragraph 3 (h) above.

37. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

- a. Landlord hereby warrants and affirms that the Premises, Landlord's use of the Premises, and Landlord's operation of any business or facility on the Premises, complies with all Environmental Laws. Landlord further warrants and affirms that at least until such time as the expiration of the Lease, Landlord will continue to comply with all Environmental Laws with respect to the Premises and Landlord's use thereof and operation thereon. Landlord will be solely responsible for, and shall pay all costs associated with, all of Landlord's obligations of compliance with any and all Environmental Laws and any environmental conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now or formerly conducted in, on, or in any way related to, the Premises unless such activity was conducted by Tenant.
- b. In the event that any hazardous substance is discovered in any soil, surface water, ground water, or soil vapor in, on or under the Premises, Landlord shall immediately notify Tenant of such discovery and provide Tenant with all information and details

that it may have regarding the discovery. If such hazardous substance did not result from Tenant's use of the Site and Tenant's operations thereon, Landlord shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Landlord. In the event that such discovery of hazardous substance on the Premises did result from Tenant's use of the Site and Tenant's operations, thereon, Tenant shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Tenant or Licensee. In no event, however, shall any such investigation, remediation or monitoring interfere with Tenant's use of the Site, Rights and Easements and/or operations of Communications Facilities thereon.

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

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

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

39. FORCE MAJEURE If either party is unable in whole or in part to carry out its obligations hereto by any reasons of force majeure, said party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of Government of the United States of America of any of its departments, agencies, political subdivisions, or officials, or any civil or military authority, insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms of extraordinary force; floods; washouts; droughts; civil disturbances; explosions; disruptions to equipment's manufacturing process, including labor strikes and lockouts, beyond the control of either party; the inability of an equipment manufacturer to deliver equipment ordered by either party in a timely manner due to reasons beyond the control of the party.

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

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

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

43. **ARBITRATION** All controversies relating to, in connection with or arising out of this Agreement, its modification, making or authority or obligations of the signatories hereto, and whether involving the principals, agents, brokers, or others who actually subscribe hereto, shall be settled by binding arbitration in accordance with the Rules of Arbitration of the American Arbitration Association. The Arbitration Proceeding to be heard by one arbitrator and under the "Rules of Commercial Arbitration" as they exist at the effective date of this Agreement (including provisions as to payment of fees and expenses). Arbitration shall be held in the State of Connecticut. All notices or service shall be made as required by the aforesaid rules.

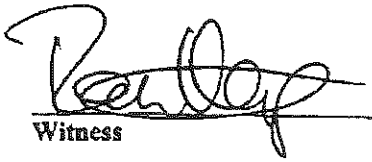
44. **SEVERABILITY** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Agreement or the application of same to parties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

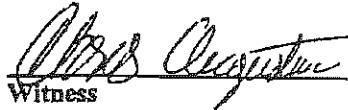
45. **GOVERNING LAW** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Site is located.

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

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

LANDLORD: REDDING RIDGE FIRE DISTRICT #1


Witness

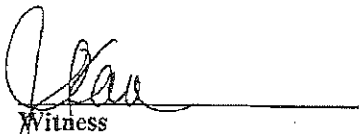

Witness

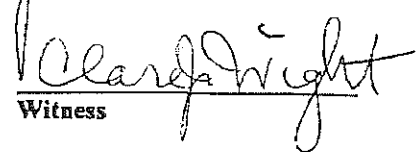
By:  Date: 10/28/13

Print Name: Steven Bunker RFD #1 Comm

Title: John Distler, RFD #1 Commissioner
JOHN DISTLER

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


Witness


Witness

By:  Date: 11-11-13

Print Name: Maria A. Scott
Title: Director

EXHIBIT A

Legal Description of Premises

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATED IN THE TOWN OF REDDING, COUNTY OF FAIRFIELD AND STATE OF CONNECTICUT DIRECTLY NORTH OF THE REDDING RIDGE FIRE HOUSE ON THE EAST SIDE OF THE DANBURY-BRIDGEPORT TRUNK LINE HIGHWAY, APPROXIMATELY 100 FEET BY 150 FEET, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

NORTH BY LAND OF PIERPONT ADAMS;
EAST BY LAND OF PIERPONT ADAMS;
SOUTH BY LAND OF REDDING FIRE DISTRICT NO. 1;
WEST BY DANBURY AND BRIDGEPORT TRUNK LINE HIGHWAY, KNOWN AS BLACK ROCK TURNPIKE.

PARCEL ID#: 00066200
MAP 23, LOT 72

EXHIBIT A-1



Encumbrances Affecting the Premises

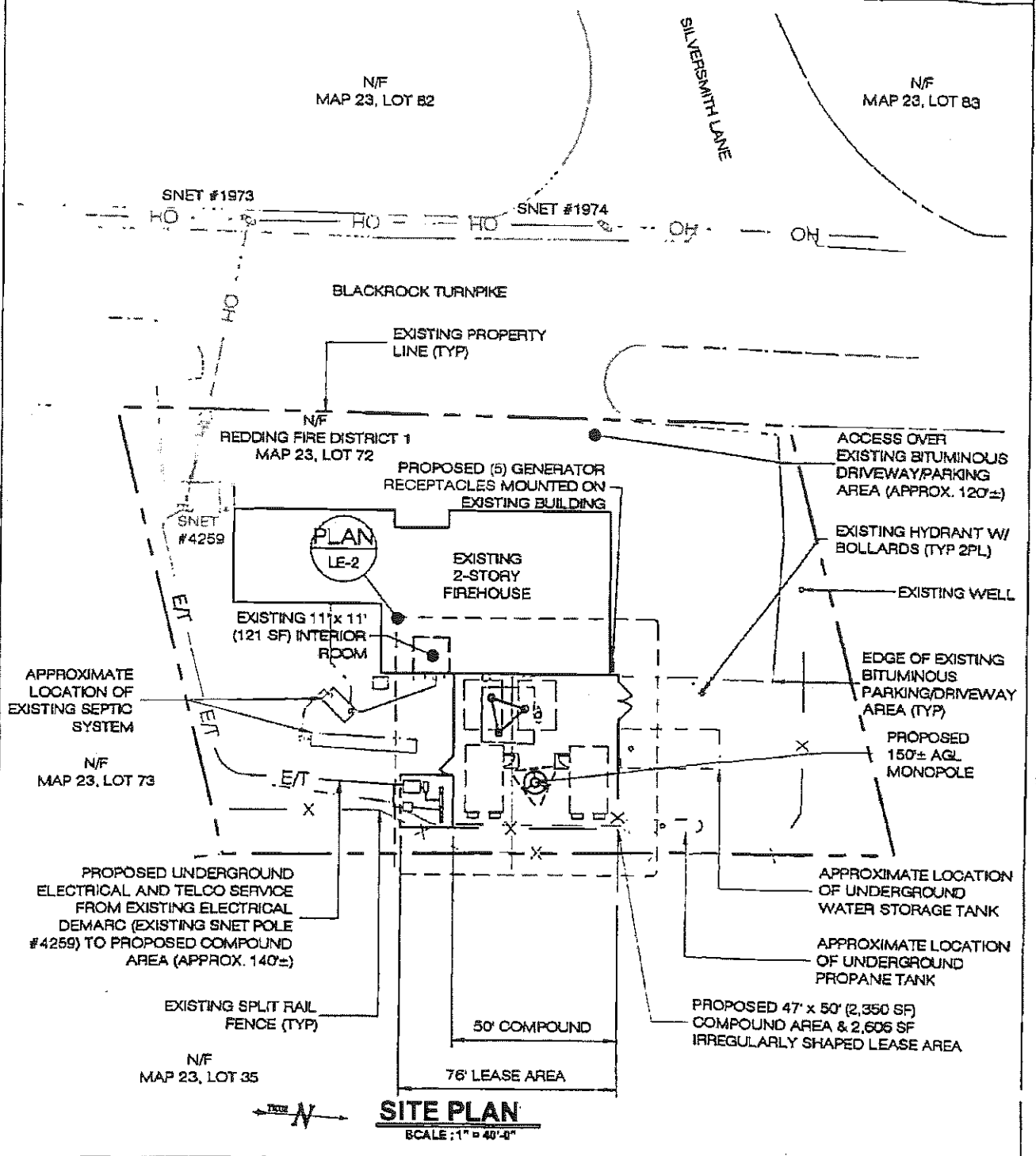
EXHIBIT B

Site Diagram of Site and Rights and Easements

SEE ATTACHED THREE (3) PAGES



Exhibit B (pg 1 of 3)

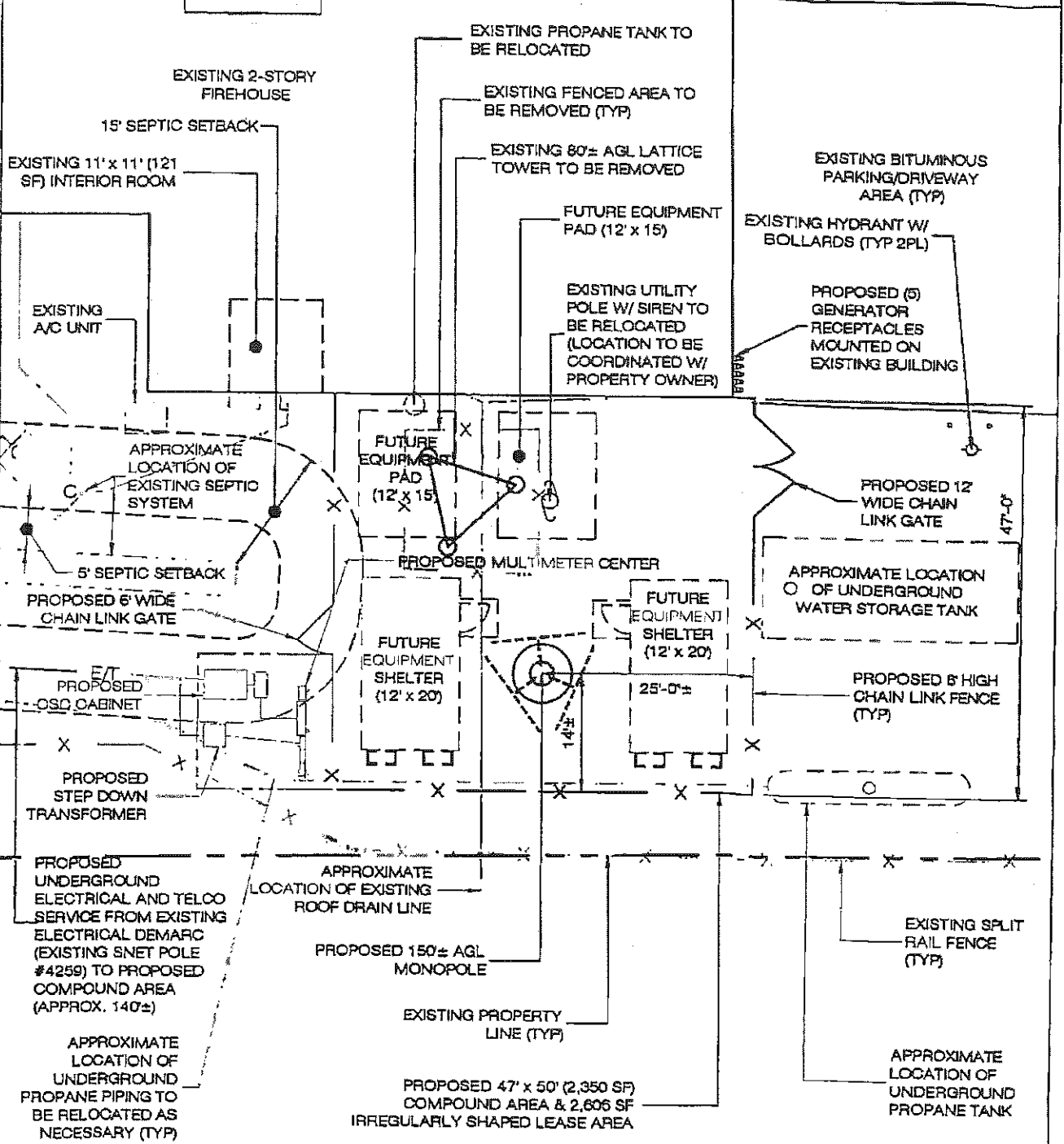
 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>J SADDLE BROOK DRIVE KILLINGWORTH, CT 06419 WWW.ALLPOINTS TECH.COM</p> <p>PHONE (860) 663-1697 FAX: (860) 663-0935</p>	<p>APT FILING NUMBER: CT-242-310</p>		 <p>MESSAGE CENTER MANAGEMENT 49 WOODLAND STREET HARTFORD, CT 06106 OFFICE: (860) 673-7482</p>	<p>MCM SITE NUMBER: CT505</p>
	<p>LE-1</p>			<p>REDDING RIDGE 188 BLACK ROCK TURNPIKE REDDING, CT 08866</p>
<p>SCALE: AS NOTED</p>	<p>DATE: 10/16/13</p>	<p>DRAWN BY: RCB</p>	<p>CHECKED BY: SMC</p>	



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

Exhibit B (pg 2 of 3)

 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>3 SADDLEBROOK DRIVE MILITARY WORTHINGTON, CT 06119 WWW.ALLPOINTSFILE.COM</p> <p>PHONE: (860) 443-1917 FAX: (860) 443-0915</p>	<p>APT FILING NUMBER: CT-242-310</p> <p>LE-2</p>		 <p>MESSAGE CENTER MANAGEMENT 46 WOODLAND STREET HARTFORD, CT 06182 OFFICE: (860) 672-7463</p>	<p>MCM SITE NUMBER: CT505</p>
	<p>SCALE: AS NOTED</p> <p>DATE: 10/16/13</p>	<p>DRAWN BY: RCB</p> <p>CHECKED BY: SMC</p>		<p>REDDING RIDGE 185 BLACK ROCK TURNPIKE REDDING, CT 06898</p>





COMPOUND PLAN

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

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

Exhibit B (pg 3 of 3)

 <p>ALL-POINTS TECHNOLOGY CORPORATION</p> <p>1 SADDLEBROOK DRIVE BILLINGWORTH, CT 06415 WWW.ALLPOINTSTECH.COM</p> <p>PHONE (860) 643-1897 FAX (860) 663-0935</p>	<p>APT FILING NUMBER: CT-242-310</p>	 <p>MESSAGE CENTER MANAGEMENT 40 WOODLAND STREET HARTFORD, CT 06102 OFFICE: (860) 873-7423</p>	<p>MCM SITE NUMBER: CT505</p>
	<p>LE-3</p>		<p>REDDING RIDGE 188 BLACK ROCK TURNPIKE REDDING, CT 06898</p>
<p>SCALE: AS NOTED</p>	<p>DRAWN BY: RCB</p>	<p>DATE: 10/16/13</p>	<p>CHECKED BY: SMC</p>

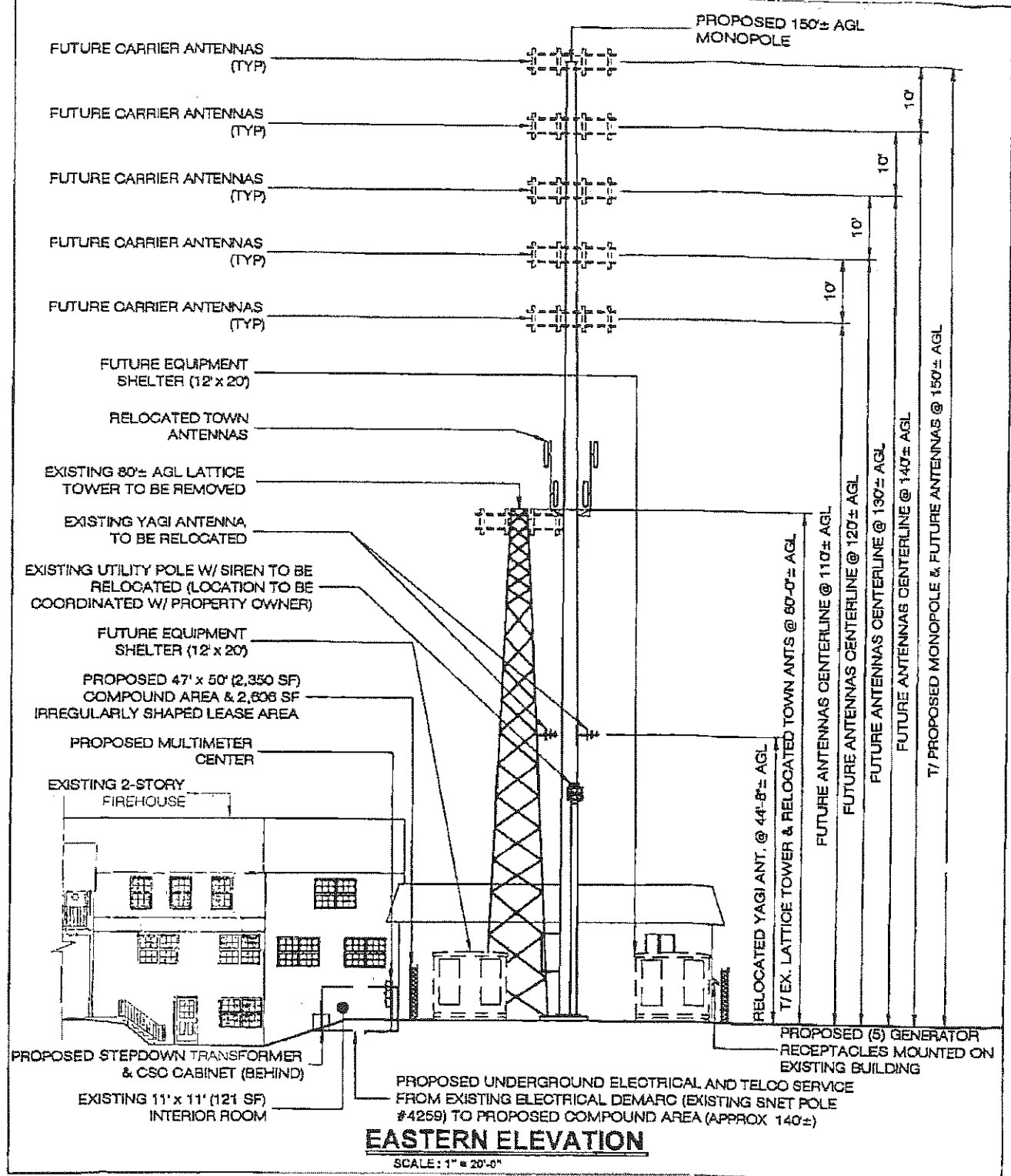


EXHIBIT C

New Survey

EXHIBIT E
Notice of Lease

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

1. The name and address of the Landlord is:
Redding Ridge Fire District #1
186 Black Rock Turnpike
Redding, CT 06875

The name and address of the Tenant is:
Message Center Management, Inc.
40 Woodland Street
Hartford, CT 06105

2. The date of execution of the Lease Agreement by the Landlord is 10/29/13.
The date of execution of the Lease Agreement by the Tenant is 11-11-13.
3. Description of Landlord's premises: 186 Black Rock Turnpike, Redding, CT 06875
4. Description of additional Rights and Easements created under the Lease Agreement:

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

5. The Tenant retains a right of first refusal under the Lease Agreement with respect to the premises for the term of the Lease Agreement and all subsequent extension periods.
6. The initial term of the Lease Agreement is for ten (10) years.
7. The commencement date of the Lease Agreement is November 11, 2013.
8. The termination date of the initial term of the Lease Agreement is November 10, 2023.
9. The Lease Agreement contains a provision giving the Tenant six (6) consecutive options to extend the Lease Agreement. Each extension period shall be for a term of ten (10) years. The first such extension period shall commence following the expiration date of the initial term.
10. A copy of said Lease Agreement is on file at the offices of: Message Center Management, Inc., 40 Woodland St., Hartford, CT 06105

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

EXHIBIT F

The License Notice

Property Address:

Licensee Name:

Licensee Address:

Commencement Date:

Initial Term: _____ Renewals _____ terms of _____ years each

Rent \$ _____ monthly _____ quarterly _____ annually _____

Escalator _____ percent per year

Electricity \$ _____ monthly _____ quarterly _____ annually _____

Metered _____ submetered _____

Amount of TX antennas _____ Amount of RX antennas _____

GPS Unit _____

Equipment area for the Licensee shall consist of a _____ foot by _____ foot area totaling no more than _____ square feet.

EXHIBIT G

PRIMARY OCCUPANT FREQUENCIES

Frequency	Call Sign	licensee
153.965	WQBKB457	Town of Redding Police
476.825	WQEP890	Redding Fire District #1
479.825	WQEP890	Redding Fire District #1
33.78	WNWN646	Redding Fire District #1
33.86	WNWN646	Redding Fire District #1
33.72	WNWN646	Redding Fire District #1
33.7	WNWN646	Redding Fire District #1

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:


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

DOCKET NO. 449

May 28, 2014

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

In furtherance of the Council's ruling in Docket 366, Applicant Message Center Management, Inc. (MCM), respectfully moves for a protective order related to the disclosure of the exact monthly rent in the respective lease agreements with Redding Ridge Fire District #1 (the "Landlords"). The Siting Council's evaluation of the Applicants' proposed facility at the proposed Site should not be based on the financial terms of MCM's agreement with the Landlords as it does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, MCM considers the specific amount of rent and other financial terms that these parties agreed upon as proprietary corporate information. It is respectfully submitted that the specific monthly rent of the lease agreement between MCM and the Landlord as well as other financial terms is not relevant to this proceeding and should be excluded from any public disclosure. In furtherance of this motion, portions of the leases with the unredacted portions disclosed specifying the monthly rent and other financial terms has been provided in the included sealed envelope and marked "Confidential: Disclosure of the Contents is Bound by Protective Order Issued by the Siting Council" with a redacted copy of the leases attached to this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.


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

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

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

DOCKET NO. 449

MAY _____, 2014

AFFIDAVIT OF CHRISTOPHER GELINAS

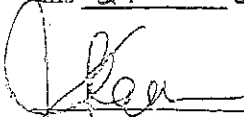
Christopher Gelinas, being duly sworn, deposes and states that:

1. I am over eighteen years of age and understand the obligation of making a statement under oath.
2. I am a National Sales Manager, Site Acquisition / Leasing with Message Center Management, Inc. ("MCM").
3. I am familiar with the Application for a Certificate of Environmental Compatibility and Public Need submitted by MCM and AT&T for the construction, maintenance and operation of a telecommunications tower facility located in Redding, Connecticut ("Application").
4. I am familiar with MCM's respective lease agreements with Redding Ridge Fire District #1.
5. Redacted copies of the Leases are being submitted in connection with the Application.
6. The redacted provisions relate to the amount of rent and related financial information to be paid by MCM during the term of the lease and any extensions thereof ("Confidential Information").
7. The Confidential Information is proprietary, confidential and commercially valuable information that constitutes trade secrets.
8. MCM would be harmed by the disclosure of the Confidential Information.
9. MCM has used its best efforts to maintain the Confidential Information as secret in order to avoid the harm that would result from the disclosure of the Confidential Information.



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

Subscribed and sworn to before me
this 27th day of May, 2014



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

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

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

DOCKET NO. 449

_____, 2014

PROTECTIVE ORDER

WHEREAS, the financial provisions in the lease agreements between Message Center Management, Inc. (MCM) and Redding Ridge Fire Department #1 are proprietary, confidential and commercially valuable information (“Confidential Information”);

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

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

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

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

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

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

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

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

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

9. All copies of the Confidential Information shall be returned to MCM no later than thirty (30) days after the expiration of all appeal periods applicable to the final decision rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By: _____

Dated: _____, 2014