Outlook

From: [redacted]
Sent: Tuesday, February 11, 2025 1:12 PM
To: [redacted]
Subject: FW: Time Sensitive: Intercompany LT Leases

Please see below about Long Hill.

Thank You,

[redacted]
Eversource Energy
Corporate Accounting

From: [redacted]
Sent: Thursday, April 1, 2021 9:01 AM
To: [redacted]
Cc: [redacted]
Subject: RE: Time Sensitive: Intercompany LT Leases

Good Morning,

Yes - both of the lease below continue to be in effect.

1. Waterbury, CT Farmdale Drive aka Long Hill- Waterbury Tower is a lease from SBA to CL&P (copy attached). The term provides for an initial five years with four 5-year automatic renewal options. Unless terminated by either party the full lease term runs through 6/30/2036.
2. Waterbury, CT Farmdale Drive aka Long Hill- Waterbury Tower is a sublease from CL&P to YGS (copy attached) that allows CL&P to share a portion of the tower with YGS. This sublease term continues in parallel with the Primary lease from SBA to CL&P.

Thank you,

[redacted]
Manager, Real Estate
Eversource Energy

PO Box 270
Hartford, CT 06141-0270
[redacted]

Hand Delivery:
107 Selden Street
Berlin, CT 06037

[redacted]
Manager, **Real Estate**
Eversource Energy
PO Box 270
Hartford, CT 06141-0270
[redacted]
Hand Delivery:
107 Selden Street
Berlin, *CT 06037*

SUBLEASE AGREEMENT
between The Connecticut Light & Power Company and Yankee Gas Services Company
(Long Hill, Waterbury, CT 151-02.009 / TC0002)

THIS SUBLEASE AGREEMENT made this 1st day of January, 2013 by and between The Connecticut Light & Power Company (hereinafter referred to as "TENANT") and Yankee Gas Services Company (hereinafter referred to as "SUBTENANT").

WITNESSETH

WHEREAS, SBA PROPERTIES INC. (LANDLORD) and TENANT entered into a Lease Agreement dated July 1, 2011 for telecom premises identified as CT04877-A-25 Waterbury 2, Farmdale Drive (a.k.a. Long Hill) (PREMISES), Waterbury, CT.

WHEREAS, LANDLORD and TENANT have amended said Lease to allow TENANT to sublease to Yankee Gas Services Company effective January 1, 2013;

NOW, THEREFORE, in consideration of the rents, covenants and conditions of the Amendment, TENANT and SUBTENANT do hereby covenant, promise and agree as follows:

"Effective on January 1, 2013 TENANT hereby consents to the SUBTENANT that it shall sublease a portion of its space on the tower and in the shelter (PREMISES) for $950 per month. SUBTENANT prepaid its $950/month portion of the rent directly to LANDLORD for calendar year 2013. TENANT will pay LANDLORD and SUBTENANT shall reimburse TENANT $950 per month beginning January 1, 2014. The rental increases of this Sublease shall coincide with increases outlined in the LANDLORD/TENANT original Lease dated July 1, 2011."

The parties agree that all of the terms and conditions of the Lease Agreement and Lease Amendment shall also apply to SUBTENANT and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth in the introductory paragraph of this Agreement.

THE CONNECTICUT LIGHT & POWER CO.

Witnesses:

[redacted]

By [redacted]

Manager, Real Estate

Witnesses:

[redacted]

YANKEE GAS SERVICES COMPANY

By: [redacted]

Manager, Facilities Mgm't

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

ANTENNA SITE AGREEMENT

151.02.004.0.02

1. **Premises and Use.** **SBA PROPERTIES, INC.**, a Florida corporation ("Owner") leases to **THE CONNECTICUT LIGHT & POWER COMPANY**, a Connecticut corporation ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 302 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. The placement of substitution equipment in accordance with Section 9 shall not constitute additional equipment unless the same shall utilize additional space or capacity. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of the date Tenant begins installation of its Equipment at the Site or July 1, 2011.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of One Thousand Seven Hundred Fifty and no/100 Dollars ($1,750.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 4% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by February 15, 2011.

4. **Security Deposit.** Intentionally omitted.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner; (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the ground lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the ground lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the ground lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the ground lease, unless Owner's rights under the ground lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. **Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours prior notice. Tenant will

have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. **Notices**. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: The Connecticut Light & Power Company
Attn: Corporate Property Management
107 Selden Street
Berlin, CT 06037-1616

Owner: SBA Properties, Inc.
5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797
Attn: Site Administration
RE: CT04877-A-25/Waterbury 2, CT

Rental Payments: SBA Properties, Inc.
P.O. Box 101667
Atlanta, GA 30392-1667
Attn: Accounts Receivable
RE: CT04877-A-25/Waterbury 2, CT

9. **Installation and Improvements**. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice can not reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. **Compliance with Laws**. Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all lower or building marking and lighting regulations

promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance**. Tenant will procure and maintain a public liability policy, with limits of not less than $1,000,000 for bodily injury, $1,000,000 for property damage, $2,000,000 aggregate, which minimum Owner may require adjusting at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of execution of this Agreement and prior to performing any work. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Tenant will cause Owner to be named as an additional insured on such policy.

12. **Interference**. Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities**. Tenant will pay for all utilities used by it 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. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right**. If determined necessary by Owner to relocate the tower, Owner will have the right to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Tenant's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its

relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Tenant's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

15. **Termination by Tenant**. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. **Default**. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. **Taxes**. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. **Indemnity**. Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. **Hazardous Substances**. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. **Liens**. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. **Casualty or Condemnation**. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. **Confidentiality**. Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying ground lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. **Bankruptcy and Insolvency**. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. **Miscellaneous**. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The Addendum and the following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy…).

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

TENANT: THE CONNECTICUT LIGHT & POWER COMPANY, a Connecticut corporation

By: [redacted]
Title: Manager – Corporate Property Management
Date: 1-21-11

Witness: [redacted]

Fed Tax ID: 06-0303850
Address: 107 Selden Street
Berlin, CT 06037-1616

Witness: [redacted]

TENANT NOTARY BLOCK:

STATE OF CT COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 21 day of January, ~~2010~~ 2011, by Salvatore Giuliano, Manager – Corporate Property Management of **The Connecticut Light & Power Company,** a Connecticut corporation who is personally known to me or produced [redacted] as identification.

NOTARIAL SEAL

[redacted]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF CT

My commission expires:
3-31-14

(NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER: SBA PROPERTIES, INC., a Florida corporation

By: [redacted]
Title: Senior Vice President, Property Management
Date: 2-15-11

Witness: [redacted]

Fed Tax ID: 65-1003006
Address: 5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797

Witness: [redacted]

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of Feb., 2010, by Jason Silberstein, Senior Vice President, Property Management of SBA Properties, Inc., a Florida corporation who is personally known to me.

NOTARIAL SEAL

[redacted]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FLORIDA

NOTARY PUBLIC-STATE OF FLORIDA
Daniela Mitrovic
Commission # DD812335
Expires: AUG. 05, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

ADDENDUM TO ANTENNA SITE AGREEMENT

This addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated Feb. 15th, 2010 by and between **SBA PROPERTIES, INC.** ("Owner") and **THE CONNECTICUT LIGHT & POWER COMPANY** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as stated in Exhibit B of the Agreement.

2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study if deemed necessary.

3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.

4. Owner shall perform or have performed all such work in accordance with the structural analysis.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

TENANT: THE CONNECTICUT LIGHT & POWER COMPANY

[redacted]

By: [redacted]
Title: Manager – Corporate Property Management

OWNER: SBA PROPERTIES, INC.

[redacted]

By: [redacted]
Title: Senior Vice President, Property Management

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

EXHIBIT A
SITE DESCRIPTION

Site located at: Farmdale Drive, situated in the City of Waterbury, County of New Haven, State of Connecticut 06704-2844

Legal Description:

Beginning at an iron pin located at the northwesterly corner of Parcel "C" in the line of Farmdale Drive, as shown on said map,

Thence continuing S 84°27'50" E, along Farmdale Drive a distance of 100 feet to the intersection by a stone wall, as shown on said map,

Thence continuing S 84°27'50" E, along Farmdale Drive, a distance of 100 feet to an iron pin, as shown on said map,

Thence continuing S 5°32'10" W, a distance of 200 feet along Parcel "A" to an iron pin, as shown on said map,

Thence continuing N 84°27'50" W, a distance of 100 feet along land now or formerly of L. Russell to the intersection by a stone wall, as shown on said map,

Thence continuing N 84°27'50" W a distance of 100 feet along land now or formerly of L. Russell to an iron pin, as shown on said map,

Thence continuing N 5°32'10" E, a distance of 200 feet along land now or formerly of Linwood O. and Thelma A. Hurdle to an iron pin and point of beginning, as shown on said map.

Being a portion of the premises conveyed to Leslie M. Russell and Anna A. Russell by Vincent Cantamessa and Ugolina Cantomessa by Warranty Survivorship Deed dated and recorded April 19, 1968 in Waterbury Land Records, Volume 927, Page 189. See also Probate Certifiace for Jointly Owned Real Property, Estate of Anna A. Russell, dated April 17, 1973, recorded April 18, 1973 in Waterbury Land Records, Volume 1086, Page 89.

SAID PREMISES ARE SUBJECT TO: 1. Agreement between Phillip Nettis and Michael Nettis concerning a well, dated December 14, 1917 and recorded on the same date in Volume 288 page 483 of the Waterbury Land Records. This agreement concerned a common easement for a well.
2. Building lines, all laws, ordinances or governmental regulations, including building and zoning ordinances and restrictions of record.

Signed this 4th day of June 1985. Grantor to pay taxes on 10-1-84 G.L.

Latitude: 41° 34' 11.00" Longitude: -73° 1' 3.00"

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

EXHIBIT B
ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the FDH Structural Analysis.

Antenna(s):	Two (2) Total		
Quantity:	One (1) inverted	One (1) upright	
Type:	Omni	Omni	
Manufacturer:	Decibel	Decibel	
Model:	DB586-Y	DB586-Y	
Dimensions:	5' x 2"	5' x 2"	
Weight:	8.3 lbs.	8.3 lbs.	
Mounting:	All at the approximate height level of:		
Base of the antenna:	95'	95'	
Centerline of the antenna:	92.5'	97.5'	
Tip of the antenna:	90'	100'	
Orientation:	200°		
Downtilt:	0°		
Mount Type:	6' side arm, unless otherwise depicted in the Structural Analysis		
Cable:			
Number of Lines:	Two (2)		
Type:	RFS		
Size:	7/8"		
Dish(es):	Three (3) Total		
Quantity:	One (1)	One (1)	One (1)
Manufacturer:	RFS	RFS	RFS
Model:	PAL8-65-A	PAD6-107A	SP4-107BC1C1R
Dimensions:	8'	6'	4'
Weight:	264 lbs.	185 lbs.	53 lbs.
Orientation:	332.9°	236°	204°
Mount:	at approx 96' height level	at approx 93' height level	at approx 98' height level
Type Mount:	Per Structural Analysis		
Cable:			
Number of Lines:	Three (3)		
Type:	RFS		
Size:	E65 elliptical (2" x 1 1/8")		
GPS Receiver:	N/A		
Ground Space Requirements:	Approximately 302 square feet		
Tenant provided Shelter:			
Dimensions:	12'6" x 21' + 4' x 10'		
Type Shelter:	Prefab shelter Generator pad		
Transmitter:	N/A		
Transmitter Cabinet:	N/A		
Frequencies:			
Transmit: Omnis:	935.9125 MHz		
Dishes:	6845 GHz, 6795 GHz, 11 GHz		
Receive: Omnis:	937.0 MHz		

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

ERP:	900MHz: 200 Watts Dishes: 8' @ 42.3 dbi, 6' @ 39.8 dbi, 4' @ 40.5 dbi
Transmitter Operating Power:	900MHz @ 100 watts, Dishes @ .50 watts each
Generator:	
Manufacturer/Model:	Kohler / 25REZG
Type:	Propane
Power:	25 Kilowatts
Capacity:	500 gallons
Location:	Within Tenant's lease area

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

After recording return to:

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated Feb. 15th, 2011, between **SBA PROPERTIES, INC.**, a Florida corporation "Owner" and **THE CONNECTICUT LIGHT & POWER COMPANY,** a Connecticut corporation "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 302 (12'6" x 21' + 4' x 10') square feet at that certain site "Site" located at Farmdale Drive, City of Waterbury, County of New Haven, State of Connecticut 06704-2844, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on [redacted], 2011, which term is subject to four (4) additional five (5) year extension periods by Tenant.

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

TENANT: THE CONNECTICUT LIGHT & POWER COMPANY, a Connecticut corporation

[redacted]

By: [redacted]
Title: Manager – Corporate Property Management
Tax No: 06-0303850
Address: 107 Selden Street
Berlin, CT 06037-1616
Date: 1/24/2011

Witness: [redacted]

Print Name: [redacted]

Witness: [redacted]

Print Name: [redacted]

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF Connecticut COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 21 day of January, 2011, by Salvatore Giuliano, Manager – Corporate Property Management of **The Connecticut Light & Power Company**, a Connecticut corporation who is personally known to me or produced _____ as identification.

NOTARIAL SEAL

[redacted]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF CT

My commission expires:
3-31-14

(NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER: **SBA PROPERTIES, INC.**, a Florida corporation

By: [redacted]
Title: Senior Vice President, Property Management
Tax No: 65-1003006
Address: 5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797

Date: 2.15.11

Witness: [redacted]
Print Name: [redacted]
Witness [redacted]
Print Name: [redacted]

OWNER NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of Feb., 2011, by Jason Silberstein, Senior Vice President, Property Management of **SBA Properties, Inc.**, a Florida corporation, who is personally known to me.

[redacted]
NOTARY PUBLIC - STATE OF FLORIDA

My commission expires:

Printed Name of Notary

NOTARY PUBLIC-STATE OF FLORIDA
Daniela Mitrovic
Commission #DD912335
Expires: AUG. 05, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

EXHIBIT D
MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Pre-Installation Standards

1. **Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Installation

2. (a) The following minimum protective devices must be properly installed:
   (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
   (2) Surge protectors in any AC & phone line circuit.
   (3) Transmitter RF shielding. (Must be in place during operation)
   (4) Isolator/harmonic filter. (Must be in place during operation)
   (5) Duplexer or cavity bandpass filter. (Must be in place during operation)

   (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.

   (c) All transmission lines entering the shelter must be 1/2" Heliax/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.

   (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite **receive only** systems.

   (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.

   (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.

   (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.

   (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.

   (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.

   (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.

   (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

Site ID: CT04877-A-25
Site Name: Waterbury 2, CT

Tenant Site ID: CT04877-A
Tenant Site Name: Waterbury 2, CT

General

3. Tenant must comply with any applicable instructions regarding any Site security system.

(a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.

(b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.

(c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.

(d) Do not adjust or tamper with thermostats or HVAC systems.

(e) Access to the shelter roof is restricted to authorized maintenance personnel.