

SITE NAME: Washington  
LESSOR: Town of Washington  
LEASE NO.: CT112

### OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this 27 day of March 2013 (the "Effective Date") by and among Town of Washington, a municipal corporation ("LESSOR") and **HOMELAND TOWERS, LLC**, a New York limited liability company ("LESSEE").

#### Recitals

- A. WHEREAS, LESSOR is the owner of the following described property located at 10 Blackville Road, Washington, Litchfield County, CT 06794, a legal description of which is set forth in Exhibit "A" hereto (the "Property"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and
- C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing of portions of the Telecommunications Facilities to its Customers.

#### Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

**1. Option to Lease.** (a) In consideration of the payment of One Thousand and No/100 Dollars (\$1,000.00) (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of eighteen (18) months, commencing upon the date of mutual execution of this Agreement and ending eighteen (18) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the period in which it may exercise the Option for one (1) twelve (12) month period (an "Extension Period") by giving written notice to LESSOR prior to the end of the Initial Option Period, which notice shall be accompanied by an additional payment of the Option Fee. LESSEE represents and warrants that it shall diligently pursue leases with Customers, time being of the essence.

(b) During the Option Period LESSEE may exercise the Option by so notifying LESSOR in writing. As used herein, "Option Period" means the Initial Option Period or the Extension Period, if applicable.

**2. Premises.** Upon LESSEE duly exercising the Option as provided for herein and subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and maintenance of the Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement and depicted in Exhibit "B" hereto (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises, located at the Property, is comprised of approximately Five Thousand Two Hundred (5,200) square feet of ground space.

**3. Permitted Use.** (a) Upon LESSEE duly exercising the Option as provided for herein and subject to the terms and conditions of this Agreement, the Leased Premises may be used by LESSEE for the construction, operation, maintenance, repair and/or replacement of the Telecommunications Facilities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "Permitted Use"). LESSOR shall not make any improvement to the Leased Premises or otherwise at the Property that will interfere with LESSEE's Permitted Use as described herein.

(b) During the Option Period, LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate

with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; and (iii) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s). LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3. Notwithstanding the foregoing, no actions taken by LESSOR in its capacity as a governmental authority shall be considered a default under or otherwise breach of this Agreement and nothing contained in this Agreement shall limit LESSOR's obligation to act in the best interest of its constituents. LESSEE represents and warrants that it shall diligently pursue and obtain all necessary Government Approvals, time being of the essence. Provided that LESSEE exercises the Option, the provisions of this Section 3(b) shall apply after the Option Period and throughout the remaining Term of this Agreement upon either (i) the termination of any Government Approval or (ii) the imposition of any additional Government Approval requirement.

(c) During the Option Period, LESSEE shall perform, at LESSEE's expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, with respect to the Investigations by: (i) granting LESSEE a license to enter the Property and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations.

(d) During the Option Period, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if (i) LESSEE is unable to obtain any Government Approvals, after LESSEE's diligent pursuit of the same or (ii) LESSEE deems the results of any-Investigations referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

(e) LESSEE represents and warrants that LESSEE will comply with all rules, regulations and policies of the FCC. LESSEE shall have a third party perform a review of all the Telecommunications Facilities every two (2) years-, beginning with the initial installation of the first subtenant and provide a radio frequency ("RF") emissions report to LESSOR. LESSEE agrees to limit the RF emissions from commercial wireless carriers (subtenants) to not exceed Five percent (5%) of the maximum permissible exposure ("MPE") at 750' from the tower. Said MPE analysis shall include antenna line loss. LESSEE shall have the right to cure any default under this provision in the time periods set forth in Paragraph 10.

(f) LESSOR shall have the right to maintain communications equipment for use by LESSOR and by Litchfield County Dispatch for governmental purposes, (collectively, "LESSOR's Equipment"), on LESSEE'S Telecommunications Facilities and otherwise on the Leased Premises. LESSEE shall determine the location of LESSOR's Equipment at the Leased Premises, including the location on LESSEE's Telecommunications Facilities, and LESSEE hereby agrees that LESSEE, its agent or representative, shall install LESSOR's Equipment during the construction of the Telecommunications Facilities at no charge to LESSOR. If at any time LESSEE desires to relocate LESSOR's Equipment, LESSEE may do so, at LESSEE's expense, provided that (i) LESSEE obtain the prior written consent of LESSOR, which consent shall not be unreasonably withheld, and (ii) the use of LESSOR's Equipment as described in this Section 3(f) is not affected. As may be requested by either party, LESSEE and LESSOR hereby agree to negotiate, in good faith, a Communications Use Agreement pertaining to LESSOR's use of the Leased Premises.

**4. Term.** (a) The initial term of the lease as provided for in this Agreement (the "Initial Lease Term") shall be for ten (10) years, commencing on the date of LESSEE's exercise of the Option (the "Commencement Date") and terminating on the last day of the month in which the date of the tenth anniversary of the Commencement Date occurs. LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for four (4) five (5) year renewal terms (each, a "Renewal Term"), and collectively, the "Renewal Terms"). Each such renewal of the lease shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew at least thirty (30) days prior to the expiration of the then current Term. As used herein, "Term" means the Initial Lease Term and any applicable Renewal Term(s).

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period of six (6) months, commencing on the date which is six (6) months prior to the last day of the final Renewal Term and ending on the last day of the final Renewal Term, to negotiate with LESSOR for a new lease at the then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

**5. Rent.** (a) Commencing on the Commencement Date, and continuing on the first day of each month thereafter, LESSEE shall pay LESSOR as monthly rent (i) Two Thousand and No/100 Dollars (\$2,000.00) (the "Base Rent") and (ii) Percentage Rent (as hereinafter defined and Percentage Rent together with Base Rent and any other fees due to LESSOR hereunder are collectively referred to herein as "Rent"). Notwithstanding the foregoing, no portion of gross rents from the first Customer of LESSEE, who LESSEE hereby agrees to identify for LESSOR promptly upon an agreement with such Customer pertaining to the use of the Leased Premises, shall be Rent due to LESSOR hereunder. Rent for any partial month shall be prorated. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: Town of Washington, PO Box 383, Washington Depot, CT 06794.

(b) Percentage Rent shall be defined as an amount equal to twenty percent (20%) of the Gross Income (as defined below) derived from those Customers using the Leased Premises, including the Telecommunications Facilities. As used herein, "Gross Income" means the income actually received by LESSEE from LESSEE's second and subsequent Customers ("Applicable Users") during the applicable month or portion thereof in connection with their occupancy of the Leased Premises, including the Telecommunications Facilities. The parties agree and acknowledge that the following fees, reimbursements, taxes, and pass-throughs paid to LESSEE by the Applicable Users are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Applicable Users; (ii) operating expense, common area cost, and Tenant Application Fees, as hereinafter defined, and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) any and all insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) all sums collected from Applicable Users for taxes (including, to the extent applicable, sales and use taxes, excise taxes, and similar taxes) for which LESSEE is responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to LESSEE's assignment of the Agreement pursuant to Section 19 hereof. The parties agree that Gross Income shall exclude any income actually received by LESSEE from LESSEE's first Customer. On the first anniversary of the Commencement Date, or if the Commencement Date is not on the first day of a month, on the first anniversary of the first day of the month following the Commencement Date, and on each such anniversary thereafter, LESSEE shall provide LESSOR a statement of LESSEE's Gross Income during the applicable calendar year period (or portion thereof). Such statement will be accompanied by the certification of LESSEE's Chief Financial Officer (or his/her designee) confirming that the statement and the Percentage Rent payments were calculated in accordance with this Section 5(b). As used herein, the term Tenant Application Fees shall be those fees that LESSEE collects from prospective Customers to pay for the costs to investigate whether such prospective Customer's use of the Leased Premises is desirable and/or feasible.

(c) On the first anniversary of the Commencement Date, or if the Commencement Date is not on the first day of a month, on the first anniversary of the first day of the month following the Commencement Date, and on each such anniversary thereafter, the monthly Base Rent due hereunder shall be increased by an amount equal to three percent (3%) over the Base Rent in effect immediately prior thereto.

(d) If LESSEE shall fail to pay any Rent within ten (10) days of the due date, all unpaid amounts shall be subject to a late charge of five percent (5%), to cover the extra expenses involved in handling such delinquent payments, which shall be due and payable with the next following rental payment, if any, and if none, then upon accrual.

**6. Interference.** LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property, including the Leased Premises as permitted under Section 3(f) above, by LESSOR or its lessees, agents, employees, representatives or licensees with rights in the Property prior in time to LESSEE's initial use thereof as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

**7. Maintenance of Leased Premises and Construction of Improvements.** (a) The Telecommunications Facilities shall be initially configured as generally set forth in Exhibit "C" hereto (the "Site Plan"). From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate at the Leased Premises any or all of the Telecommunications Facilities subject to the applicable law. Notwithstanding the foregoing, or anything in this Agreement to the contrary, (i) LESSOR may comment on, including oppose, any alterations to the Leased Premises during any applicable approval process for such changes before the Siting Council or any other governmental or regulatory entity and such comments by LESSOR shall not be a default under the terms of this Agreement and (ii) any alteration that significantly changes the configuration of the Telecommunications Facilities such that the Site Plan no longer accurately portrays the approximate location of the Telecommunications Facilities requires prior written approval of the LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) Notwithstanding anything in this Agreement to the contrary, the height of the tower shall be limited to one hundred thirty (130) feet and may only be expanded with LESSOR's prior written consent.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Leased Premises and the Telecommunications Facilities thereon and shall, upon the expiration or sooner termination of this Agreement, remove the Telecommunications Facilities from the Leased Premises and restore (i) the Leased Premises to its condition as of the Effective Date and (ii) the Property from any damage caused by the removal of the Telecommunications Facilities and otherwise by LESSEE's permitted uses herein normal wear and tear and casualty excepted. LESSEE shall remove the tower foundation down to grade. On the Commencement Date, LESSEE agrees to post a removal bond for the removal costs (the "Removal Bond"), in an amount determined by an independent third party mutually agreed upon by LESSOR and LESSEE. At any time, and from time to time, during the Term of this Agreement (but no more than once every five (5) years) LESSOR may, at LESSOR's sole cost and expense, have the removal costs re-evaluated by an independent third party and if such party determines that the removal costs at such time (the "Re-evaluated Removal Costs") are higher than the amount of the Removal Bond at that time, LESSEE shall, within sixty (60) days of receiving notice from LESSOR requesting an increase in the Removal Bond, either (i) increase the Removal Bond to the amount of the Re-evaluated Removal Costs or (ii) provide notification to LESSOR objecting to the increase and including documentation supporting that the removal costs are equivalent to or less than the then current Removal Bond amount, in which case the parties shall, in good faith, work together to agree upon an independent third party to re-evaluate the removal costs and such independent third party's re-evaluation shall determine the change, if any, in the amount of the Removal Bond, which change shall be made by LESSEE at LESSEE's sole cost and expense. Notwithstanding the foregoing, if LESSEE is making any changes to the Site Plan that require the consent of LESSOR pursuant to this Section 7, the parties shall, in good faith, work together to agree upon an independent third party to re-evaluate the removal costs, at LESSEE's sole cost and expense, and such independent third party's re-evaluation shall determine the change, if any, in the amount of the Removal Bond, which change shall be made by LESSEE at LESSEE's sole cost and expense.

(d) LESSEE hereby agrees to provide LESSOR with (i) at least one (1) week prior notification of any application, notice or other communication that LESSEE will file with the Siting Council or any other governmental or regulatory entity regarding changes to the Leased Premises, including the Telecommunications Facilities thereon and (ii) prompt notice of any application, notice or other communication for which LESSEE is aware of, or for which LESSEE can reasonably anticipate based upon a Customer request, prior to a Customer filing with the Siting Council or any other governmental or regulatory entity regarding changes to the Leased Premises, including the Telecommunications Facilities thereon. LESSEE further agrees to use good faith efforts to include in its agreements with Customers one (1) week prior notification to LESSEE and LESSOR of any application, notice or other communication that such Customer will file with the Siting Council or any other governmental or regulatory entity regarding changes to the Leased Premises, including the Telecommunications Facilities thereon.

**8. Access.** As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress to and egress from the Leased Premises and as reasonably necessary for the construction, installation, operation, maintenance, replacement, and repair of the Telecommunications

Facilities (LESSEE's "Access Rights"). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, (ii) include parking rights, and (iii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them. LESSEE hereby agrees that its Access Rights shall not in any way interfere with the use of the Property by LESSOR, its lessees, agents, employees representatives or licensees.

**9. Utilities.** (a) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify the existing utilities at the Leased Premises (including, without limitation, telephone service and electricity). LESSEE shall make best efforts to have all utilities installed underground with the understanding that the final design is determined by the local utility company. The location of any such utility easement and facilities shall be subject to LESSOR's prior written approval, which approval shall not be unreasonably withheld or delayed. LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises. LESSEE agrees to install at no charge to LESSOR two (2) four (4) inch electrical conduits with pull strings terminating outside of LESSOR's existing storage building depicted in Exhibit "C". The parties agree that LESSEE shall not be responsible for providing any electric power to LESSOR.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents.

**10. Default and Termination.** (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, except for the payment of Rent, which breach or default is not cured within forty-five (45) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within such forty-five (45) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months;(ii) by LESSOR if LESSEE fails to pay Rent within twenty (20) days after notice from LESSOR that Rent has not been paid; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, as reasonably determined by LESSEE, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths;(iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation or maintenance of the Telecommunications Facilities is not reasonably obtainable or maintainable; and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE. If LESSEE has not removed the Telecommunications Facilities by the date which is sixty (60) days prior to the expiration or sooner termination of this Agreement, LESSOR may provide written notice to LESSEE, at any time prior to the expiration or sooner termination of this Agreement, that it intends to purchase the Telecommunications Facilities or any portion thereof. If LESSOR provides LESSEE with such notice (i) LESSEE shall have the option of, prior to the expiration or sooner termination of this Agreement and upon prior notice to LESSOR, either (1) remove the Telecommunications Facilities in their entirety or (2) remove just the Telecommunications Facilities requested by the LESSOR to be removed and (ii) LESSOR may, at its option upon the expiration or sooner termination of this Agreement, purchase the Telecommunications Facilities remaining upon the Leased Premises from LESSEE for a cost not to exceed One and No/100 Dollar (\$1.00). Notwithstanding the foregoing, if LESSOR does not provide LESSEE with the written notice of its intention to Purchase the Telecommunications Facilities as described in this Section 10(a), LESSEE shall proceed with the removal and restoration as provided for in Section 7(c) of this Agreement.

(b) Except as expressly limited by this Agreement, a party's termination of this Agreement as the result of a breach of this Agreement by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

(c) In the event that LESSEE defaults in its obligation to pay Rent and such default is not cured in accordance within the stated cure periods within Section 10(a) above, LESSEE hereby assigns to LESSOR the rents due from any Customers as further security for the payment of Rent pursuant to this Agreement. In such event, LESSEE grants to LESSOR the right to contact and demand from any and all Customers, during that period of time that LESSEE is in default of the Agreement, all amounts due to LESSEE under the agreements with its Customers pertaining to the Leased Premises. LESSOR shall apply any amounts collected to the Rent payable by LESSEE under the Agreement (the "Lease Cure Amount") and shall hold all amounts over and above the Lease Cure Amount (the "Excess Funds") in trust. Upon LESSEE's cure of any such monetary default under this Agreement, LESSOR shall cooperate with LESSEE in notifying any Customers to resume making payments to LESSEE and shall promptly return any Excess Funds to LESSEE.

(d) The LESSEE shall pay and indemnify the LESSOR against all legal costs and charges, including reasonable attorney's fees, incurred in obtaining possession of the Leased Premises should LESSEE default in surrendering possession of the Leased Premises upon the expiration or earlier termination of this Agreement, or incurred in enforcing any covenant contained herein, including collection of unpaid Rent, or in any action for damages caused by the LESSEE's breach of this Agreement.

**11. Condemnation.** If all or any part of the Leased Premises, or if all of the Property or any part thereto providing access to the Leased Premises is taken by eminent domain or other action by any governmental authority(ies) of appropriate jurisdiction, except for LESSOR, (each such taking, an "Act of Condemnation"), and if such an Act(s) of Condemnation renders the Leased Premises unusable for the Permitted Use set forth in Section 3 hereof, then either party shall have the right to immediately terminate this Agreement upon written notice to the other, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If neither party elects to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

**12. Indemnification.** Subject to the provisions of Section 14 below, LESSEE shall indemnify and hold LESSOR harmless from and against any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of LESSEE and LESSEE's Customers, agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSEE Parties") occurring in or about the Leased Premises or the Property. LESSOR shall indemnify and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Leased Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

**13. Hazardous Substances.** LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each agree that it will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law. LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

**14. Insurance.** a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain general liability insurance with customary exceptions and exclusions and, at minimum, with the following coverage: (i) bodily injury: \$1,000,000.00 for injury to any one (1) person, and \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) property damage of up to \$1,000,000.00 for any one (1) occurrence and up to \$2,000,000.00 in the aggregate. LESSEE shall further maintain, at its sole cost and expense, the following policies with the following limits: (iii) Workers' Compensation Insurance as required by law; (iv) Employer's Liability insurance with limits of One Million Dollars (\$1,000,000.00); (v) Automobile Liability insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per accident; (vi) Excess coverage with a limit of Five Million Dollars (\$5,000,000.00) and (viii) All risk property casualty insurance covering, at minimum, the replacement costs for the Telecommunications Facilities and any other of LESSEE's property at the Leased Premises (collectively, and together with all policies required to be obtained or maintained by LESSEE under this Agreement, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR's written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR's request. LESSOR may require additional insurance coverage from time to time that is reasonable under industry standards.

(b) LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies of LESSOR or LESSEE pertaining to the Leased Premises to include (i) the indemnification provision in Section 12 above and (ii) a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. In the event that any such waiver of subrogation is obtained by both LESSOR and LESSEE then, and for so long as such waiver of subrogation is available to both parties, LESSEE hereby releases and holds harmless LESSOR, its shareholders, directors, officers, and employees, and LESSOR hereby releases and holds harmless LESSEE, its shareholders, directors, officers, and employees, from and against any claims arising from risks insured against under any such insurance policy carried by such party that is in force at the time of any such injury or damage, but only to the extent of the amount of the insurance coverage. The waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14(c) shall survive the expiration or earlier termination of this Agreement.

**15. Taxes.** LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon. Notwithstanding the foregoing, LESSEE shall be responsible, to the extent applicable, for any increase in real estate taxes and any and all personal property taxes, assessments, and similar charges attributable to the LESSEE's and the LESSEE Parties' use of the Property and for the Telecommunications Facilities and any other property owned by the LESSEE and/or LESSEE Parties' located at the Leased Premises. If LESSOR receives notice of any personal property or real property tax assessment against LESSOR, which may affect LESSEE and is directly attributable to LESSEE's installation, LESSOR shall provide timely notice of the assessment to LESSEE sufficient to allow LESSEE to consent or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of LESSOR and/or LESSEE.

**16. Quiet Enjoyment, Title and Authority.** (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Leased Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE or of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSEE covenants and warrants to LESSOR that: (i) LESSEE has full right, power, and authority to execute this Agreement and (ii) LESSEE's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any other agreement to which LESSEE is a party or by which LESSEE is otherwise bound.

(d) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to lease the Leased Premises for use as Telecommunications Facilities providing transmission and/or receiving facilities for wireless

providers and/or users, and that LESSOR will not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

**17. Notices.** All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE to: Homeland Towers LLC  
Attn: Manuel Vicente  
46 Mill Plain Road, 2<sup>nd</sup> Floor  
Danbury, CT, 06811  
Telephone: 203-297-6345  
Facsimile: 203-797-1137

If to LESSOR to: Town of Washington  
Attn: First Selectman  
PO Box 383  
Washington Depot, CT 06794  
Telephone: 860-868-2259  
Facsimile: 860-868-3103

with a copy to: David S. Miles, Esq.  
PO Box 362  
Washington Depot, Connecticut 06794  
Telephone: 860-868-7198  
Email: ds.miles@att.net

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

**18. Estoppel, Non-Disturbance and Attornment.** (a) From time to time during the Term of this Agreement, LESSOR and LESSEE each agrees, upon not less than ten (10) days prior written notice from the other, to execute, acknowledge and deliver to the requesting party a written estoppel certificate (the "Estoppel Certificate"), to be prepared by the requesting party, certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that the requesting party is not in default under any of the terms, conditions, or covenants of the Agreement beyond any applicable cure period or, if applicable, truthfully specifying any default by the requesting party hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current Rent payable under the Agreement; and (v) if accurate, that a true and correct copy of the Agreement and all amendments thereto are attached to the Estoppel Certificate.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE's property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

(i) LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit each Customer to remain in occupancy thereof so long as the Customer is not in default of any obligation under its sublease/license with LESSEE beyond



any applicable notice and cure period. Notwithstanding the foregoing, such recognition and permission to each Customer given by LESSOR shall only be granted to the extent that (1) any such sublease or license with a Customer is not inconsistent with the terms of this Agreement and (2) only if such a Customer attorns to LESSOR as its lessor or landlord under any such sublease or as its licensor under any such license.

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's lender of its rights of foreclosure with respect to such lien and/or security interest. Upon any such exercise by LESSEE's lender of its rights of foreclosure, and provided that LESSEE's lender attorns to LESSOR and assumes all obligations of the LESSEE under this Agreement, LESSOR agrees to recognize LESSEE's lender as LESSEE hereunder. LESSOR further agrees (A) to subordinate any lien or security interest which it may have or which arises by law or pursuant to this Agreement to any lien and security interest of LESSEE's lender in the Telecommunications Facilities that secure, in part, all indebtedness at any time owed by LESSEE to its lender (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's lender, LESSEE's lender shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have in the Collateral, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). As of the Effective Date of this Agreement, notices to LESSEE's lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, Texas 75039, or to such other address/and or lender as may be specified by LESSEE from time to time during the Term hereof. LESSOR further agrees that lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay Rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall be construed as obligating LESSEE's lender to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement. Notwithstanding anything in this Section 18 to the contrary, despite any actions taken by LESSEE's lender, nothing in this Section 18 shall be construed to release the LESSEE of its obligations under this Agreement.

**19. Assignment and Subletting.** LESSEE shall not assign this Agreement, in whole or in part, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, LESSEE shall have the right to assign this Agreement, whether in whole or in part, without LESSOR's prior written consent to: (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with LESSEE, (ii) to any person or entity that purchases all or substantially all of the assets of LESSEE whether by sale, merger or other reorganization, and (iii) InSite Towers, LLC, a Delaware limited liability company (such person or entity, a "Permitted Assignee"). LESSEE shall have the right to license or sublet the Leased Premises, in part, without LESSOR's consent, for the Permitted Use set forth in Section 3. Upon the request of LESSOR and the execution of a confidentiality agreement by the parties, LESSEE hereby agrees to promptly furnish a copy of any and all such license or sublease agreements to LESSOR. For purposes of this Section 19, "control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

**20. Right of First Refusal.** (a) If during the term of this Agreement, LESSOR receives a bona fide offer ("LESSOR Bona Fide Offer") from an unaffiliated third party to lease or purchase the Property (in whole or in part), LESSOR's interest under this Agreement and/or LESSOR's rights to receive the Rent under this Agreement ("LESSOR's Subject Property"), whether in fee or by grant of an easement and/or to enter into a lease or option after the term of this Agreement that LESSOR is willing to accept, LESSEE shall have the right of first refusal ("LESSEE Right of First Refusal") to so lease or purchase the same. LESSOR shall provide LESSEE with a written copy of the LESSOR Bona Fide Offer and LESSEE shall have not more than thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its LESSEE Right of First Refusal with respect thereto. If LESSEE exercises its right to purchase the LESSOR's Subject Property, such purchase shall be made pursuant to all of the terms and conditions set

forth under the LESSOR Bona Fide Offer. If LESSEE fails to exercise its LESSEE Right of First Refusal, this Agreement hereunder shall remain in full force and effect. Moreover, if LESSEE fails to so exercise its LESSEE Right of First Refusal, then such LESSEE Right of First Refusal shall lapse with respect to the LESSOR Bona Fide Offer (but not with respect to any subsequent LESSOR Bona Fide Offers if LESSOR fails to sell or lease to the third party in strict accordance with the terms of the LESSOR Bona Fide Offer within one hundred eighty days (180) of the date of LESSEE's waiver of such LESSEE Right of First Refusal). The parties agree and acknowledge that the LESSEE Right of First Refusal set forth in this paragraph shall not apply to offers pertaining to the sale of all or substantially all of the assets of LESSOR (which assets include the Property).

(b) If during the term of this Agreement, LESSEE receives a bona fide offer ("LESSEE Bona Fide Offer") from a unaffiliated third party to purchase its rights under this Agreement and/or the Telecommunication Facilities that LESSEE is willing to accept (the "Tower Interest"), LESSOR shall have the right of first refusal ("LESSOR's Right of First Refusal") to so acquire the Tower Interest that is the subject of the LESSEE Bona Fide Offer. LESSEE shall provide LESSOR with a written copy of the LESSEE Bona Fide Offer, and LESSOR shall have thirty (30) days following its receipt thereof to notify LESSEE in writing as to whether it wishes to exercise the LESSOR's Right of First Refusal with respect to the Tower Interest that is the subject thereof. If LESSOR exercises its right to purchase the subject Tower Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the LESSEE Bona Fide Offer. If LESSOR fails to exercise LESSOR's Right of First Refusal, such LESSOR's Right of First Refusal shall lapse with respect to the LESSEE Bona Fide Offer, but not with respect to any subsequent LESSEE Bona Fide Offer(s), if LESSEE fails to convey the Tower Interest that is the subject thereof to the third party in strict accordance with the terms of the LESSEE Bona Fide Offer within one hundred eighty (180) days of the date of LESSOR's waiver of such LESSOR's Right of First Refusal. Notwithstanding the foregoing, the LESSOR's Right of First Refusal shall not apply to an assignment of this Agreement to: (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with LESSEE, (ii) to any person or entity that purchases all or substantially all of the assets of LESSEE whether by sale, merger, or other reorganization, and (iii) InSite Towers, a Delaware limited liability company.

**21. Miscellaneous.** (a) This Agreement, including Exhibits A-D hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) Upon the request of LESSEE, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as **Exhibit "D"** (the "Memorandum"). LESSEE shall cause the Memorandum to be recorded, at LESSEE's sole cost and expense, in the official records of the Town and state in which the Leased Premises are located.

(c) Any sale or conveyance of all or any portion of the Leased Premises shall be subject to this Agreement and LESSEE's rights hereunder.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Property is located, without regard to the choice of law rules thereof.

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

(f) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

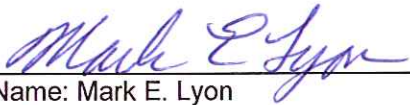
(g) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

(h) LESSEE agrees to pay LESSOR a one-time due diligence fee with a cap of Eight Thousand Five Hundred and No/100 Dollars (\$8,500.00). Payment will be made to LESSOR within forty-five (45) days of LESSOR signing this Option and Ground Lease Agreement.


[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

**Town of Washington, Connecticut**  
**("LESSOR")**

By:   
Name: Mark E. Lyon  
Title: First Selectman

And By:   
Name: Richard O. Carey  
Title: Selectman

And By:   
Name: Anthony J. Bedini  
Title: Selectman

Tax ID: 06 6002118

**Homeland Towers, LLC**  
**("LESSEE")**

By:   
Name: Manuel Vicente  
Title: Managing Member

EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

PARCEL ONE:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated northerly of Blackville Road, in the Town of Washington, County of Litchfield, and State of Connecticut, containing 12 acres, more or less, and being more particularly bounded and described, now or formerly, as follows:

NORTHERLY: By land of Paul Terrick, other land of Steep Rock Association, Inc., and land of George E. Wikstrom;

EASTERLY: By land of George E. Wikstrom, Estate of William Anderson, and Martin Anderson;

SOUTHERLY: By land of Roderick M. Wyant, Parcel No. 1, as shown on the map referenced below, and Madeline Cheney;

WESTERLY: By land of Roderick M. Wyant, Mary J. and Donald W. Williams, Emily Vanderhof, Madeline Wyant, by Bee Brook Road, and by land of Paul Terrick.

The dividing line between the property herein conveyed and other land of Steep Rock Association, Inc. to the north is more particularly described as follows: Commencing at a point in line of land now or formerly of Paul Terrick, which point is 342.0 feet northerly of a concrete monument marking the southeasterly corner of said Terrick's land; thence running in a straight line in a southeasterly direction 460 feet, more or less, to a concrete monument in line of land now or formerly of George E. Wikstrom, which concrete monument is 343 feet, more or less, northerly of a point marked by and old axle in ledge marking the southwesterly corner of land of said Wikstrom.

Reference is hereby made to a certain map entitled, "Section 6 Hidden Valley Property of Steep Rock Association Washington Connecticut Scale March 1964", which map was prepared by G. A. Hanson, Land Surveyor, which map was revised 5-30-95 by T. Michael Alex, L.L.S., and which map is filed in the Washington Town Clerk's Office.

TOGETHER WITH that certain piece or parcel of land shown as "Parcel "A", 3,434 Sq. Feet 0.078 Acres" on Map No. 1643 on file in the Washington Town Clerk's Office.

LESS AND EXCEPTING THEREFROM that certain piece or parcel of land shown as "Parcel "B", 3,434 Sq. Feet 0.078 Acres" on Map No. 1643 on file in the Washington Town Clerk's Office.

PARCEL TWO:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Washington, County of Litchfield, and State of Connecticut, containing 2.886 +/- acres, located on Connecticut Route 109 a/k/a Blackville Road, and designated 2.886 +/- acres of land of June D. Wyant to be conveyed to Roderick M. Wyant on a certain map entitled, "6.582 +/- Acres Map Prepared for Roderick M. Wyant Blackville Road Washington, Connecticut Scale 1" = 40' October 1987 Samuel P. Bertaccini, Jr. R. L. S. #10383 Litchfield-Marbledale, Connecticut", which map is filed as Map No. 985 in the Washington Town Clerk's Office.

PARCEL THREE:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Washington, Count of Litchfield, and State of Connecticut, on the northerly side of Blackville Road, containing 1 ¼ acres, more or less, bounded and described as follows:

Commencing on the highway at an iron pin marking the boundary line of land herein described and land now or formerly of Adrian Van Sinderen; thence running northerly along land now or formerly of Adrian Van Sinderen, 425 feet, more or less, to a cement marker; thence westerly along land now or formerly of said Van Sinderen, 145 feet, more or less, to a point; thence southerly 425 feet, more or less, to Blackville Road, so-called; thence easterly along Blackville Road, 145 feet, more or less, to place of beginning.

Bounded:

NORTHERLY and  
EASTERLY:                   by land now or formerly of Adrian Van Sinderen;  
  
SOUTHERLY:                 by Blackville Road; and  
  
WESTERLY:                 by land now or formerly of Delia M. Wyant.

This parcel is further described as a parcel containing 1.447 acres +/- on Map No. 985 filed in the Washington Town Clerk's Office and referred to above.

TOGETHER WITH an Easement dated May 11, 1995 and recorded in Volume 129 at Page 1034 of the Washington Land Records.

TOGETHER WITH a Drainage Easement dated April 11, 1996 and recorded in Volume 132 at Page 882 of the Washington Land Records.

SUBJECT TO the following:

1. Right of way reserved in a deed dated July 12, 1995 and recorded in Volume 130 at Page 425 of the Washington Land Records.
2. Variance granted by the Town of Washington Zoning Board of Appeals recorded May 2, 1995 in Volume 129 at Page 816 of the Washington Land Records.
3. Variance granted by the Town of Washington Zoning Board of Appeals recorded July 21, 2000 in Volume 149 at Page 926 of the Washington Land Records.

4. Special Permit granted by the Town of Washington Zoning Commission recorded August 22, 2000 in Volume 150 at Page 248 of the Washington Land Records.
5. Variance granted by the Town of Washington Zoning Board of Appeals recorded September 16, 2005 in Volume 188 at Page 534 of the Washington Land Records.
6. Special Permit granted by the Town of Washington Zoning Commission recorded January 23, 2006 in Volume 191 at Page 153 of the Washington Land Records.
7. Variance granted by the Town of Washington Zoning Board of Appeals recorded October 22, 2010 in Volume 214 at Page 1026 of the Washington Land Records.
8. Special Permit granted by the Town of Washington Zoning Commission recorded November 4, 2010 in Volume 215 at Page 42 of the Washington Land Records.
9. Notes, facts and conditions as shown on Map Nos. 985 and 1287, both on file in the Washington Town Clerk's Office.

EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT

DEPICTION/DESCRIPTION OF LEASED PREMISES

The Leased Premises includes ground space.

The Leased Premises includes rooftop space.

Refer to Exhibits A and C for descriptions.

*ROC*  
*ADD B*  
*ME*  
*W*

**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**  
 3 SADDLEBROOK DRIVE  
 KILLINGWORTH, CT. 06419  
 PHONE: (860) 663-1697  
 FAX: (860) 663-0935  
 www.allpointstech.com



<b>APT FILING NUMBER: CT-283-160</b>	
LE-1	
SCALE: AS NOTED	DRAWN BY: RCB
DATE: 05/14/12	CHECKED BY: SMC

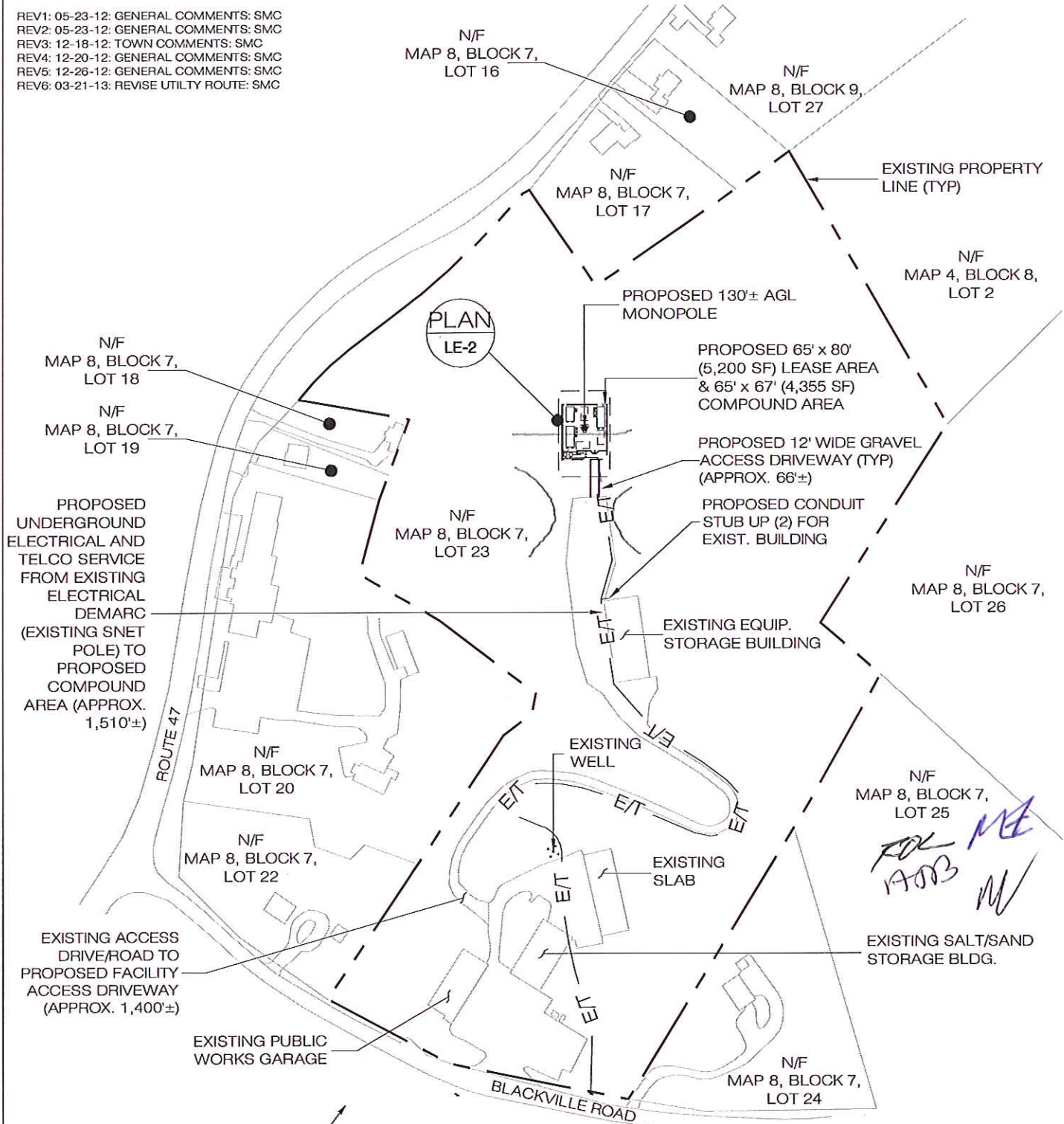


**HOMELAND TOWERS**  
 46 MILL PLAIN ROAD  
 DANBURY, CT 06811

**HOMELAND TOWERS:  
 CT112 - WASHINGTON**

**CT112 - WASHINGTON  
 10 BLACKVILLE ROAD  
 WASHINGTON, CT 06794**

REV1: 05-23-12: GENERAL COMMENTS: SMC  
 REV2: 05-23-12: GENERAL COMMENTS: SMC  
 REV3: 12-18-12: TOWN COMMENTS: SMC  
 REV4: 12-20-12: GENERAL COMMENTS: SMC  
 REV5: 12-26-12: GENERAL COMMENTS: SMC  
 REV6: 03-21-13: REVISE UTILITY ROUTE: SMC



*Handwritten signatures and initials:*  
 FOL ME  
 AOB  
 M

**SITE PLAN**  
 SCALE : 1" = 200'-0"

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



**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**  
 3 SADDLEBROOK DRIVE  
 KILLINGWORTH, CT. 06419  
 PHONE: (860)-663-1697  
 FAX: (860)-663-0935  
 www.allpointstech.com



**APT FILING NUMBER: CT-283-160**

LE-2

SCALE: AS NOTED      DRAWN BY: RCB

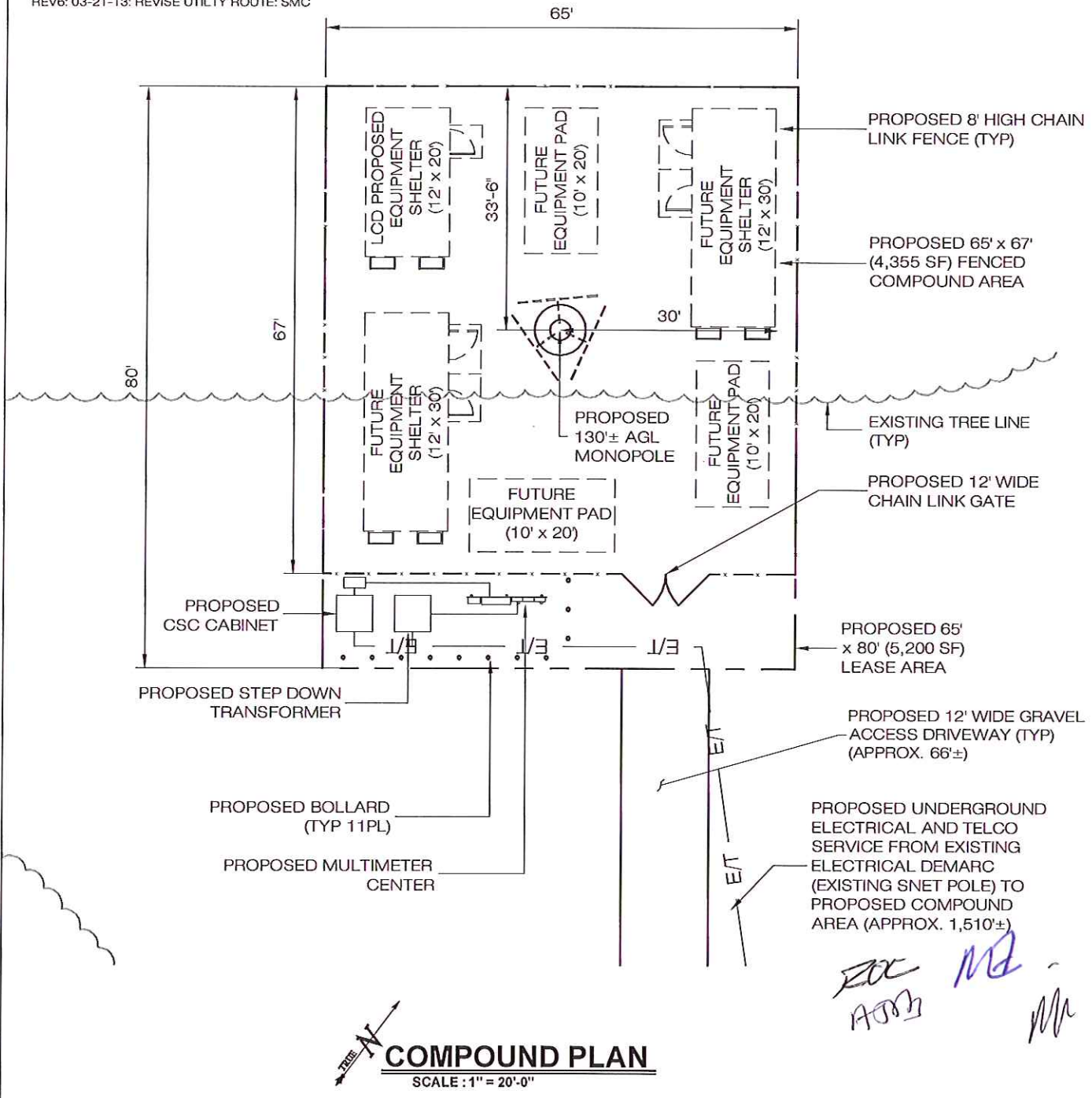
DATE: 05/14/12      CHECKED BY: SMC

**HOMELAND TOWERS**  
 46 MILL PLAIN ROAD  
 DANBURY, CT 06811

**HOMELAND TOWERS:  
 CT112 - WASHINGTON**

CT112 - WASHINGTON  
 10 BLACKVILLE ROAD  
 WASHINGTON, CT 06794

REV1: 05-23-12: GENERAL COMMENTS: SMC  
 REV2: 05-23-12: GENERAL COMMENTS: SMC  
 REV3: 12-18-12: TOWN COMMENTS: SMC  
 REV4: 12-20-12: GENERAL COMMENTS: SMC  
 REV5: 12-26-12: GENERAL COMMENTS: SMC  
 REV6: 03-21-13: REVISE UTILITY ROUTE: SMC



**COMPOUND PLAN**  
 SCALE : 1" = 20'-0"

*EDC*  
*ADD*  
*MA*  
*MA*

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

**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**  
 3 SADDLEBROOK DRIVE  
 KILLINGWORTH, CT. 06419  
 PHONE: (860)-663-1697  
 FAX: (860)-663-0935  
 www.allpointstech.com



**APT FILING NUMBER: CT-283-160**

LE-3

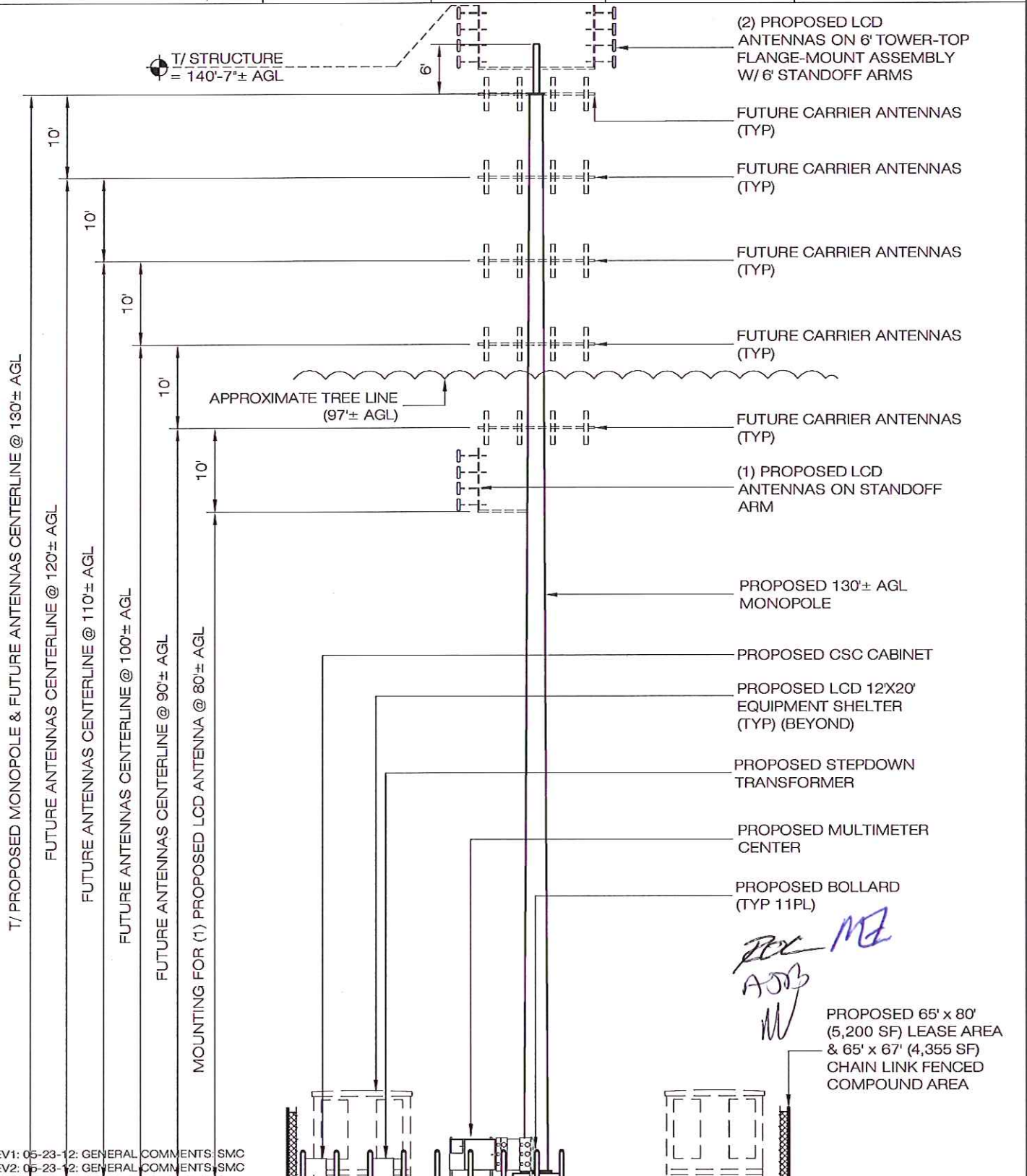
SCALE: AS NOTED      DRAWN BY: RCB

DATE: 05/14/12      CHECKED BY: SMC

**HOMELAND TOWERS**  
 46 MILL PLAIN ROAD  
 DANBURY, CT 06811

**HOMELAND TOWERS:  
 CT112 - WASHINGTON**

CT112 - WASHINGTON  
 10 BLACKVILLE ROAD  
 WASHINGTON, CT 06794



REV1: 05-23-12: GENERAL COMMENTS: SMC  
 REV2: 05-23-12: GENERAL COMMENTS: SMC  
 REV3: 12-18-12: TOWN COMMENTS: SMC  
 REV4: 12-20-12: GENERAL COMMENTS: SMC  
 REV5: 12-26-12: GENERAL COMMENTS: SMC  
 REV6: 03-21-13: REVISE UTILITY ROUTE: SMC

**SOUTHERN ELEVATION**  
 SCALE : 1/16" = 1'-0"

EXHIBIT "C" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN

PCB  
AOB  
ME  
W

EXHIBIT "D" TO OPTION AND GROUND LEASE AGREEMENT

MEMORANDUM OF LEASE ATTACHED

ME  
W  
AC  
A013

RECORDING REQUESTED BY

**Record and Return to:**

*(space above for Recorder's use only)*

---

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between Town of Washington ("Lessor") and Homeland Towers LLC ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of \_\_\_\_\_, 2013. The Lease contains, among other things, the following terms:

1. Description of Leased Premises. The Leased Premises are located on that certain parcel of real property described in Exhibit "A" hereto (the "Property"), which Exhibit is incorporated herein by this reference. The Leased Premises are described in Exhibit "B," which Exhibit is incorporated herein by this reference.
2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date that Lessee exercises the Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for four (4) successive terms of five (5) years (each individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."
3. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.
4. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease or (c) a lease or option after the term of the Lease. The Lease grants LESSOR a right of first refusal to purchase LESSEE's rights under this Agreement and/or the Telecommunication Facilities upon the Leased Premises.
5. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.
6. Ratification of Lease. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease.

Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum Of Option and Ground Lease as of the date first above written.

**Town of Washington, Connecticut  
("LESSOR")**

**WITNESSES:  
(AS TO ALL THREE LESSOR SIGNATURES)**

By: \_\_\_\_\_  
Name: Mark E. Lyon  
Title: First Selectman

\_\_\_\_\_  
Name:

And By: \_\_\_\_\_  
Name: Richard O. Carey  
Title: Selectman

\_\_\_\_\_  
Name:

And By: \_\_\_\_\_  
Name: Anthony J. Bedini  
Title: Selectman

Tax ID: \_\_\_\_\_

State of Connecticut    )  
                                  ) ss.: Washington  
County of Litchfield    )

March \_\_\_\_\_, 2013

Personally appeared Mark E. Lyon, Richard O. Carey and Anthony J. Bedini, Selectmen for the Town of Washington, Connecticut, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free act and deed and in their authorized capacity as such Selectmen, before me.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

Signature: \_\_\_\_\_

(Affix Notarial Seal)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(LESSEE SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE)

Homeland Towers, LLC  
("LESSEE")

WITNESSES

By: \_\_\_\_\_  
Name:  
Title: Managing Member

\_\_\_\_\_  
Name:  
  
\_\_\_\_\_  
Name:

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.: \_\_\_\_\_

March \_\_\_\_, 2013

Personally appeared Manuel Vicente, the Managing Member of Homeland Towers LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free act and deed and in his authorized capacity as such Managing Member, before me.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

Signature: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Affix Notarial Seal)

EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

PARCEL ONE:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated northerly of Blackville Road, in the Town of Washington, County of Litchfield, and State of Connecticut, containing 12 acres, more or less, and being more particularly bounded and described, now or formerly, as follows:

NORTHERLY: By land of Paul Terrick, other land of Steep Rock Association, Inc., and land of George E. Wikstrom;

EASTERLY: By land of George E. Wikstrom, Estate of William Anderson, and Martin Anderson;

SOUTHERLY: By land of Roderick M. Wyant, Parcel No. 1, as shown on the map referenced below, and Madeline Cheney;

WESTERLY: By land of Roderick M. Wyant, Mary J. and Donald W. Williams, Emily Vanderhof, Madeline Wyant, by Bee Brook Road, and by land of Paul Terrick.

The dividing line between the property herein conveyed and other land of Steep Rock Association, Inc. to the north is more particularly described as follows: Commencing at a point in line of land now or formerly of Paul Terrick, which point is 342.0 feet northerly of a concrete monument marking the southeasterly corner of said Terrick's land; thence running in a straight line in a southeasterly direction 460 feet, more or less, to a concrete monument in line of land now or formerly of George E. Wikstrom, which concrete monument is 343 feet, more or less, northerly of a point marked by and old axle in ledge marking the southwesterly corner of land of said Wikstrom.

Reference is hereby made to a certain map entitled, "Section 6 Hidden Valley Property of Steep Rock Association Washington Connecticut Scale March 1964", which map was prepared by G. A. Hanson, Land Surveyor, which map was revised 5-30-95 by T. Michael Alex, L.L.S., and which map is filed in the Washington Town Clerk's Office.

TOGETHER WITH that certain piece or parcel of land shown as "Parcel "A", 3,434 Sq. Feet 0.078 Acres" on Map No. 1643 on file in the Washington Town Clerk's Office.

LESS AND EXCEPTING THEREFROM that certain piece or parcel of land shown as "Parcel "B", 3,434 Sq. Feet 0.078 Acres" on Map No. 1643 on file in the Washington Town Clerk's Office.



PARCEL TWO:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Washington, County of Litchfield, and State of Connecticut, containing 2.886 +/- acres, located on Connecticut Route 109 a/k/a Blackville Road, and designated 2.886 +/- acres of land of June D. Wyant to be conveyed to Roderick M. Wyant on a certain map entitled, "6.582 +/- Acres Map Prepared for Roderick M. Wyant Blackville Road Washington, Connecticut Scale 1" = 40' October 1987 Samuel P. Bertaccini, Jr. R. L. S. #10383 Litchfield-Marbledale, Connecticut", which map is filed as Map No. 985 in the Washington Town Clerk's Office.

PARCEL THREE:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Washington, Count of Litchfield, and State of Connecticut, on the northerly side of Blackville Road, containing 1 ¼ acres, more or less, bounded and described as follows:

Commencing on the highway at an iron pin marking the boundary line of land herein described and land now or formerly of Adrian Van Sinderen; thence running northerly along land now or formerly of Adrian Van Sinderen, 425 feet, more or less, to a cement marker; thence westerly along land now or formerly of said Van Sinderen, 145 feet, more or less, to a point; thence southerly 425 feet, more or less, to Blackville Road, so-called; thence easterly along Blackville Road, 145 feet, more or less, to place of beginning.

Bounded:

NORTHERLY and  
EASTERLY:                   by land now or formerly of Adrian Van Sinderen;  
  
SOUTHERLY:                 by Blackville Road; and  
  
WESTERLY:                 by land now or formerly of Delia M. Wyant.

This parcel is further described as a parcel containing 1.447 acres +/- on Map No. 985 filed in the Washington Town Clerk's Office and referred to above.

TOGETHER WITH an Easement dated May 11, 1995 and recorded in Volume 129 at Page 1034 of the Washington Land Records.

TOGETHER WITH a Drainage Easement dated April 11, 1996 and recorded in Volume 132 at Page 882 of the Washington Land Records.

SUBJECT TO the following:

1. Right of way reserved in a deed dated July 12, 1995 and recorded in Volume 130 at Page 425 of the Washington Land Records.
2. Variance granted by the Town of Washington Zoning Board of Appeals recorded May 2, 1995 in Volume 129 at Page 816 of the Washington Land Records.
3. Variance granted by the Town of Washington Zoning Board of Appeals recorded July 21, 2000 in Volume 149 at Page 926 of the Washington Land Records.

4. Special Permit granted by the Town of Washington Zoning Commission recorded August 22, 2000 in Volume 150 at Page 248 of the Washington Land Records.
5. Variance granted by the Town of Washington Zoning Board of Appeals recorded September 16, 2005 in Volume 188 at Page 534 of the Washington Land Records.
6. Special Permit granted by the Town of Washington Zoning Commission recorded January 23, 2006 in Volume 191 at Page 153 of the Washington Land Records.
7. Variance granted by the Town of Washington Zoning Board of Appeals recorded October 22, 2010 in Volume 214 at Page 1026 of the Washington Land Records.
8. Special Permit granted by the Town of Washington Zoning Commission recorded November 4, 2010 in Volume 215 at Page 42 of the Washington Land Records.
9. Notes, facts and conditions as shown on Map Nos. 985 and 1287, both on file in the Washington Town Clerk's Office.

---

EXHIBIT "B" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

DESCRIPTION OF LEASED PREMISES

  X   The Leased Premises is comprised of approximately Five Thousand Six Hundred Twenty Five (5,200) square feet of ground space at the property described in Exhibit A.

       The Leased Premises includes rooftop space.

Refer to Exhibit A for description.

**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**

3 SADDLEBROOK DRIVE  
KILLINGWORTH, CT. 06419  
PHONE: (860)-663-1697  
FAX: (860)-663-0935  
www.allpointstech.com



**APT FILING NUMBER: CT-283-160**

LE-1

SCALE: AS NOTED

DRAWN BY: RCB

DATE: 05/14/12

CHECKED BY: SMC



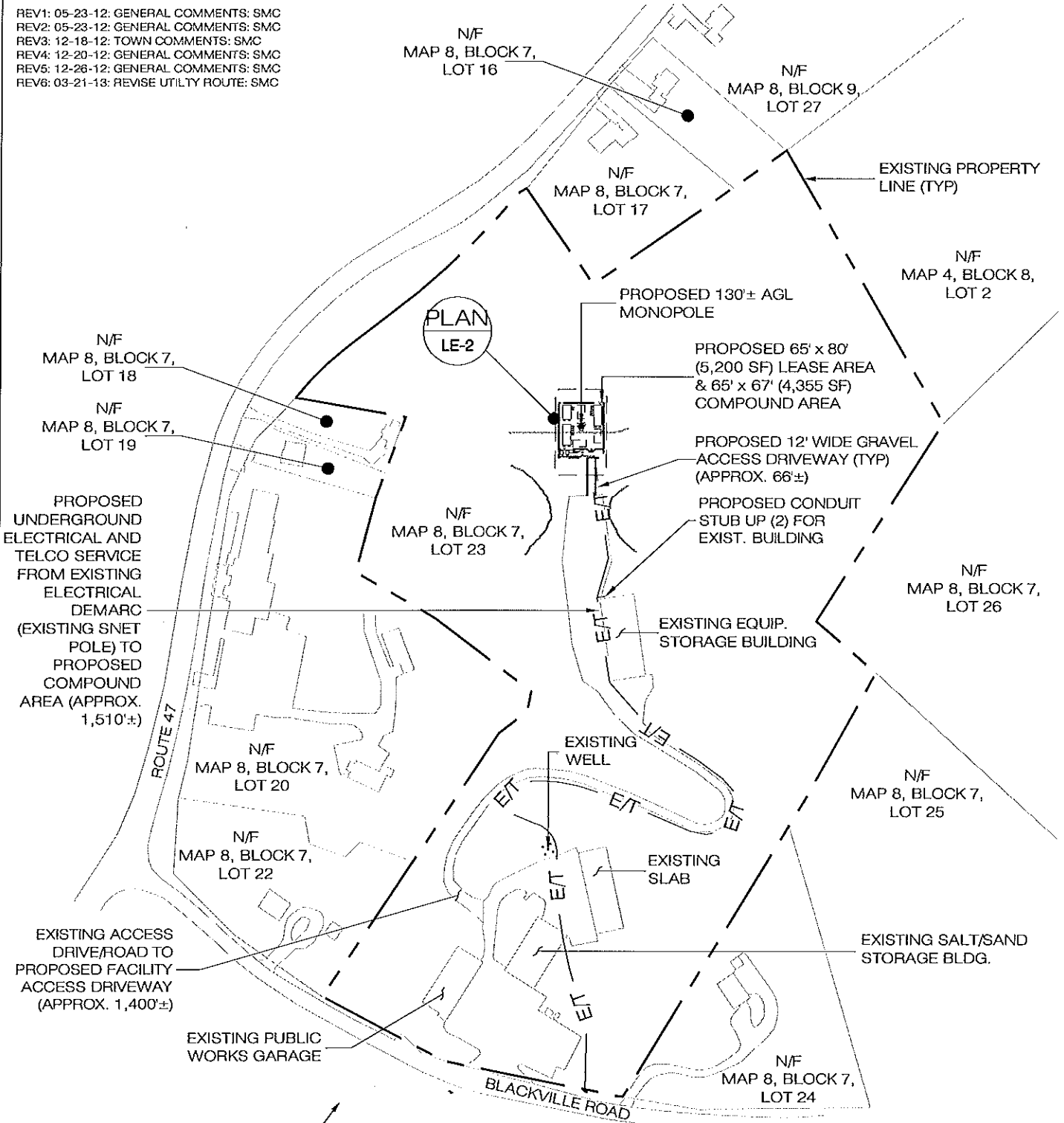
HOMELAND TOWERS

46 MILL PLAIN ROAD  
DANBURY, CT 06811

**HOMELAND TOWERS:  
CT112 - WASHINGTON**

**CT112 - WASHINGTON  
10 BLACKVILLE ROAD  
WASHINGTON, CT 06794**

REV1: 05-23-12: GENERAL COMMENTS: SMC  
REV2: 05-23-12: GENERAL COMMENTS: SMC  
REV3: 12-18-12: TOWN COMMENTS: SMC  
REV4: 12-20-12: GENERAL COMMENTS: SMC  
REV5: 12-26-12: GENERAL COMMENTS: SMC  
REV6: 03-21-13: REVISE UTILITY ROUTE: SMC



PLAN  
LE-2

**SITE PLAN**

SCALE: 1" = 200'-0"

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

**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**

3 SADDLEBROOK DRIVE  
KILLINGWORTH, CT. 06419  
PHONE: (860)-663-1697  
FAX: (860)-663-0935  
www.allpointstech.com



**APT FILING NUMBER: CT-283-160**

LE-2

SCALE: AS NOTED

DRAWN BY: RCB

DATE: 05/14/12

CHECKED BY: SMC



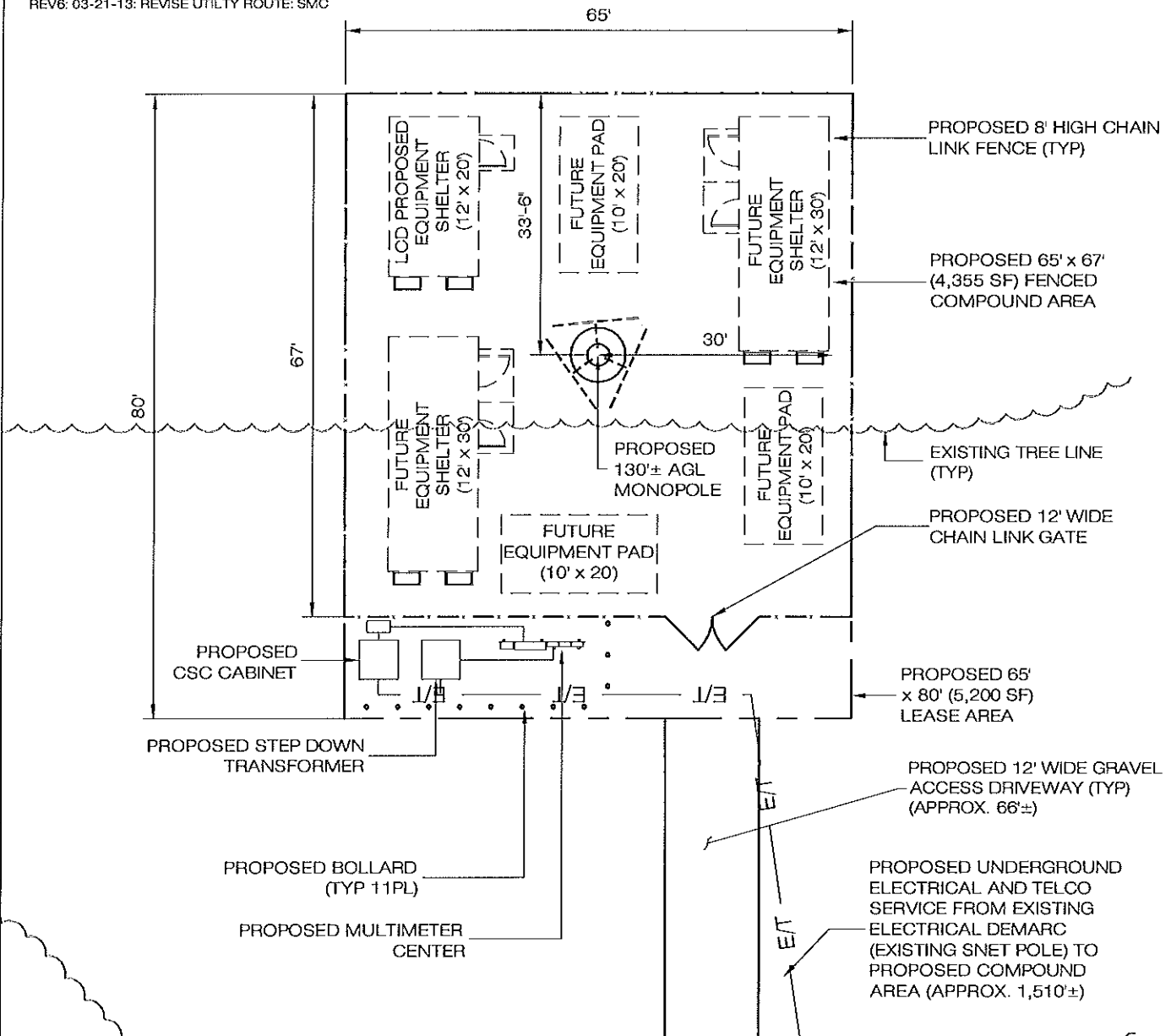
HOMELAND TOWERS

46 MILL PLAIN ROAD  
DANBURY, CT 06811

**HOMELAND TOWERS:  
CT112 - WASHINGTON**

**CT112 - WASHINGTON  
10 BLACKVILLE ROAD  
WASHINGTON, CT 06794**

REV1: 05-23-12: GENERAL COMMENTS: SMC  
REV2: 05-23-12: GENERAL COMMENTS: SMC  
REV3: 12-18-12: TOWN COMMENTS: SMC  
REV4: 12-20-12: GENERAL COMMENTS: SMC  
REV5: 12-26-12: GENERAL COMMENTS: SMC  
REV6: 03-21-13: REVISE UTILITY ROUTE: SMC



**COMPOUND PLAN**  
SCALE: 1" = 20'-0"

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

**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**  
 3 SADDLEBROOK DRIVE  
 KILLINGWORTH, CT. 06419  
 PHONE: (860)-663-1697  
 FAX: (860)-663-0935  
 www.allpointstech.com



**APT FILING NUMBER: CT-283-160**

LE-3

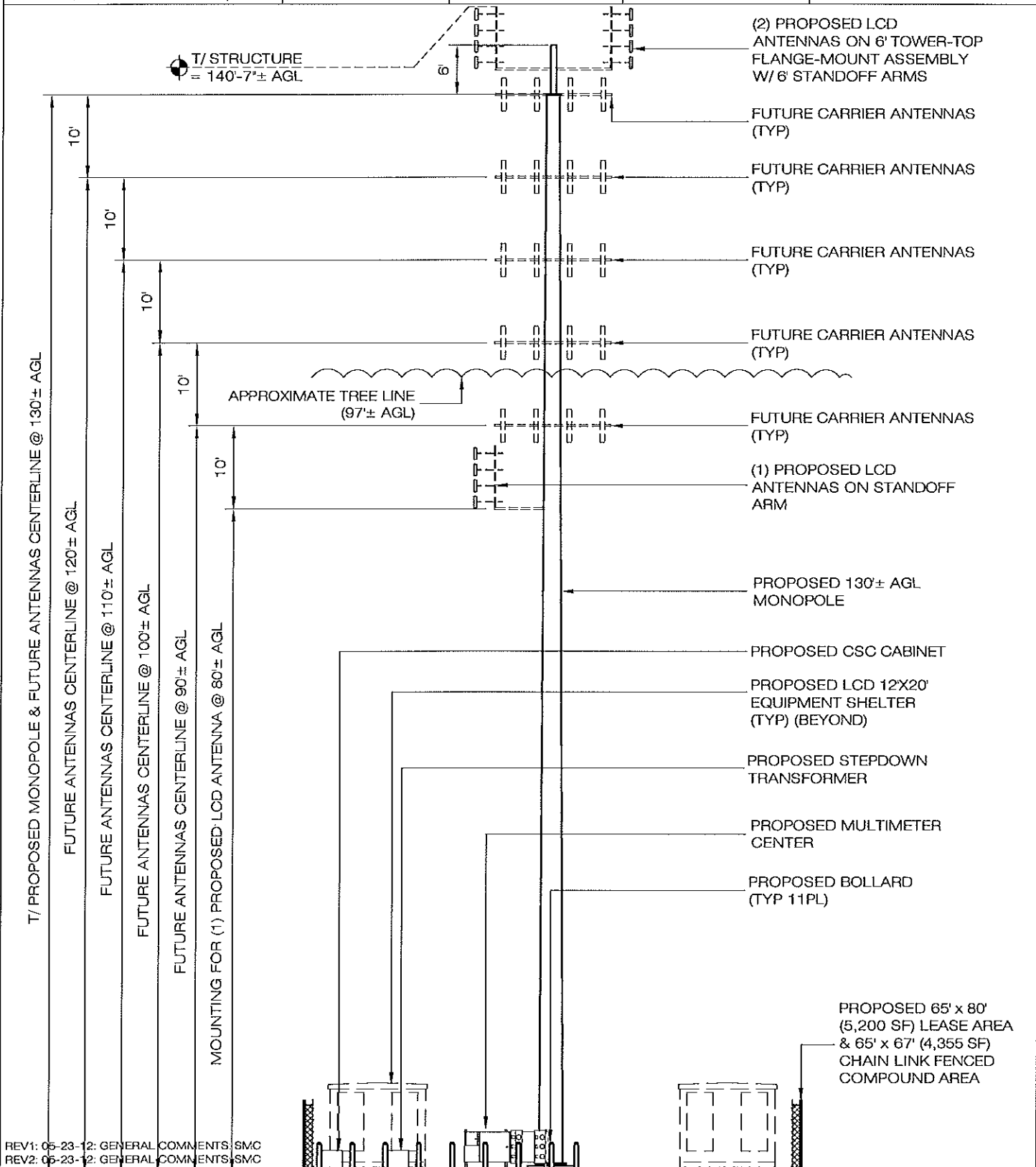
SCALE: AS NOTED      DRAWN BY: RCB

DATE: 05/14/12      CHECKED BY: SMC

**HOMELAND TOWERS**  
 46 MILL PLAIN ROAD  
 DANBURY, CT 06811

**HOMELAND TOWERS:  
 CT112 - WASHINGTON**

CT112 - WASHINGTON  
 10 BLACKVILLE ROAD  
 WASHINGTON, CT 06794



REV1: 05-23-12: GENERAL COMMENTS: SMC  
 REV2: 06-23-12: GENERAL COMMENTS: SMC  
 REV3: 12-18-12: TOWN COMMENTS: SMC  
 REV4: 12-20-12: GENERAL COMMENTS: SMC  
 REV5: 12-26-12: GENERAL COMMENTS: SMC  
 REV6: 03-21-13: REVISE UTILITY ROUTE: SMC

**SOUTHERN ELEVATION**  
 SCALE: 1/16" = 1'-0"