

JULIE D. KOHLER

PLEASE REPLY TO: Bridgeport
WRITER'S DIRECT DIAL: (203) 337-4157
E-Mail Address: jkohler@cohenandwolf.com

March 31, 2015

VIA OVERNIGHT DELIVERY

Attorney Melanie Bachman,
Acting Executive Director
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Re: Docket No. 458
Application for a Certificate of Environmental Compatibility and Public Need
62-64 Codfish Hill Road, Bethel Connecticut

Dear Attorney Bachman:

On behalf of Florida Tower Partners LLC d/b/a/ North Atlantic Towers ("North Atlantic Towers") enclosed please a sealed envelope containing the proprietary and confidential North Atlantic Towers lease agreement and all subsequent amendments with Claudia Stone ("Lease").

Also enclosed are fifteen (15) copies and a CD containing an electronic version of the following documents:

- Redacted versions of the Lease. (You will note that there is a fourth amendment to the Lease that was not included in Exhibit Q of the Application. This amendment was fully executed on March 25, 2015, and was not available when the Application was filed on March 19, 2015.);
- Motion for Protective Order related to the disclosure of the financial terms included in the Lease;
- The supporting affidavit of Brett Buggeln, President of Florida Tower Partners d/b/a North Atlantic Towers; and
- A draft Protective Order.

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If you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,


Julie D. Kohler

JDK/lcc
Enclosures

cc: Brett Buggeln, North Atlantic Towers (*via electronic mail*)
Todd Bowman, North Atlantic Towers (*via electronic mail*)
Keith Coppins, Phoenix Partnership (*via electronic mail*)

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

RE: APPLICATION BY FLORIDA TOWER
PARTNERS LLC D/B/A NORTH
ATLANTIC TOWERS FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED
FOR A TELECOMMUNICATIONS FACILITY
AT 62-64 CODFISH HILL ROAD IN THE
TOWN OF BETHEL, CONNECTICUT

DOCKET NO. 458

DATE: MARCH 31, 2015

MOTION FOR PROTECTIVE ORDER

The applicant, Florida Tower Partners LLC d/b/a North Atlantic Towers respectfully moves the Connecticut Siting Council ("Council") to enter a protective order regarding North Atlantic Towers' lease and amendments thereto (collectively "Lease") pursuant to Connecticut General Statutes § 1-210(b)(5), in connection with the above-captioned Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility at 62-64 Codfish Hill Road, Bethel, Connecticut (the "Application"). North Atlantic Towers further requests permission to file a copy of its un-redacted Lease relating to the Application under seal. In support of this Motion, North Atlantic Towers states as follows:

1. Connecticut General Statutes § 16-50o(c) provides in relevant part that "[t]he applicant shall submit into the record the full text of the terms of any agreement, and a statement of any consideration therefore, if not contained in such agreement, entered into by the applicant and any party to the certification proceeding, or any third

party, in connection with the construction or operation of the facility. This provision shall not require the public disclosure of proprietary information or trade secrets.”

2. In accordance with § 16-50o (c), North Atlantic Towers submitted a redacted version of its Lease with the Application, which was appended thereto as Exhibit Q.

3. In passing upon the application for a Certificate of Environmental Compatibility and Public Need for a telecommunications facility, designated as Docket No. 366, the Council ruled that an applicant is required to disclose to the Council the specific rental amounts, albeit subject to a protective order because such information constitutes a “trade secret.”

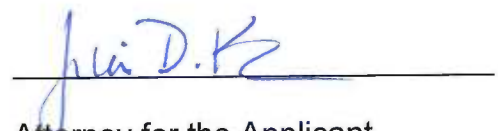
4. As reflected in the attached affidavit of Brett Buggeln, President of Florida Tower Partners LLC d/b/a North Atlantic Towers, the information for which North Atlantic Towers seeks protected treatment is commercially valuable, confidential and proprietary, market sensitive information that constitutes trade secrets within the meaning of Connecticut General Statutes § 1-210(b)(5). North Atlantic Towers has used its best efforts to maintain as secret to avoid the harm that would result if the confidential information were to become publicly available. The Council has historically granted protected of similar filings.

5. North Atlantic Towers hereby submits with this Motion one (1) copy of the Lease regarding the Application in un-redacted form, pursuant to the Council's ruling in Docket No. 366, which is contained in a sealed envelope that has upon it the caption and docket number for this Application and the wording “CONFIDENTIAL; DISCLOSURE LIMITED TO CONNECTICUT SITING COUNCIL ONLY.”

WHEREFORE, North Atlantic Towers respectfully moves the Council to grant the request for protected treatment consistent with the attached Protective Order which would limit disclosure of the un-redacted Lease (and any copies thereof) to the Council and its staff.

Respectfully Submitted,

By:




Attorney for the Applicant,
Florida Tower Partners, LLC d/b/a
North Atlantic Towers
Julie D. Kohler, Esq.
jkohler@cohenandwolf.com
Cohen and Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604
Tel. (203) 368-0211
Fax (203) 394-9901

CERTIFICATE OF SERVICE

I hereby certify that on this day a copy of the foregoing (excluding the copy of the un-redacted version of the Lease filed under seal) was delivered by regular mail, postage prepaid, to all parties and intervenors of record, as follows:

Daniel M. Laub Esq.
Cuddy & Feder LLP
445 Hamilton Ave
14th Floor
White Plains, NY 10601



Julie D. Kohler
Commissioner of the Superior Court



Brett Buggeln
President
Florida Tower Partners LLC d/b/a
North Atlantic Towers

Sworn and subscribed to before me this
26 day of March, 2015.



Notary Public
My Commission expires



TODD J. BOWMAN
MY COMMISSION # FF 122433
EXPIRES: August 10, 2018
Bonded Thru Budget Notary Services

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between, Claudia Stone an individual whose address is 64 Cod Fish Hill Rd Bethel, CT 06801 ("Owner") and Florida Tower Partners, LLC, a Delaware limited liability company, 1001 3rd Avenue West Suite 420, Bradenton, FL, 34205 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:
 - a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
 - b) Non – exclusive 30 foot easement for access and utility lines and cables as shown on Exhibit B. Tenant agrees, if technologically feasible, to relocation of the easement to the opposite side of the existing house on the Owner's Property if requested by Landlord

IN OR UPON THE Owner's real property ("Owner's Property") located at 64 Codfish Hill Road in the Town of Bethel Fairfield County, Connecticut, Map 65 Block 57 Lot 122 which Owner's Property is more particularly described on Exhibit "A" and the Premises which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **CHANGES IN PROPERTY.** If during the term of this Agreement, including any period prior to the Commencement Date, , Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the term of this Agreement , including any period prior to the Commencement Date, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.
3. **TERM.** The term of this Agreement shall be ten (10) years commencing on the date ("Commencement Date") that Tenant begins construction of the communications facility (as such term is defined in Paragraph 5 below), and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 12. Tenant shall have the right to extend the Term for four (4) successive ten (10) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew not less than one hundred eighty (180) days prior to commencement of the succeeding Renewal Term.
4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of _____ ("Rent") in monthly payments _____, on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by _____ on the anniversary of the Commencement Date during the Term and any Renewal Term. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date. In consideration of the entering of this Agreement, and within sixty (60) days of the date hereof, Tenant shall reimburse Owner for Owner's attorney's fees incurred in connection with the negotiation, preparation and entering into of this Agreement not to exceed _____. Owner shall supply Tenant with an invoice from Owner's attorney detailing the legal fees incurred prior to Tenant reimbursing Owner any such fees.
 - (b) Tenant shall pay as additional rent under this Agreement, ("Collocation Fees") of _____ per month for the second subtenant or licensee of the Premises and _____ per month for each additional _____

subtenant or licensee of the Premises. The Collocation Fee shall be paid to Owner at the same time as Rent, and for each subtenant, the Collocation Fee shall commence upon commencement of rent payments from the subtenant to Tenant and terminate upon termination of each sublease or license. Collocation Fees shall be adjusted in the same manner and frequency as Rent as provided for in Paragraph 3(a) of this Agreement. Tenant shall endeavor to seek and secure in good faith and at market rental rates subtenants for the Communication Facility.

(c) Tenant shall be responsible for all utility charges incurred at the Premises, all property taxes on the communication facility (whether classified as real or personal property) and any increases in Owner's ad valorem property taxes (including any increase resulting in a change in classification of the Premises from open Space, farmland, or forestland) resulting from Tenant's use of and improvements at the Premises

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, a free standing monopole tower, or other design tower, but not a guyed wire tower, and not to exceed 190 feet in height and antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles as reasonably necessary on a portion of Owner's Property surrounding the Premises when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility. Tenant shall have responsibility for improvement and maintenance of the easement areas as shown on Exhibit B, including the removal of snow and ice, necessary for Tenant's use thereof as herein provided.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses. Tenant shall indemnify and hold Owner harmless against any loss or damage for personal injury and physical damage to the Premises, Owner's Property or the property of third parties resulting from any such tests, investigations and similar activities. Tenant shall be responsible for the compliance with all environmental laws, regulations and ordinances during the construction of the telecommunications equipment, including without limitation, proper disposal of all materials removed from the site. Tenant hereby indemnifies and holds Owner harmless from and against any and all liens, claims, cause of actions, damages, liabilities and expenses (including reasonable attorney's fees) arising out of Tenant or Tenant's agents, representatives, inspections and testing as provided herein. Tenant covenants and agrees to restore the Premises and the Owner's Property to the original condition following any testing hereunder. Tenant shall at Owner's request deliver copies of all reports, tests, studies or information involving the Premises to Owner.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits. Tenant shall promptly notify Owner of the granting or denying of any governmental approval.

(e) The Owner shall have the right at some time in the future to subdivide the Property and the Tenant shall amend the Agreement showing the new Map Lot and Block number of the Property. Any such change shall not adversely affect the operations of the Communications Facility.

6. **Governmental Approval Contingency.** In the event Tenant has failed to obtain all Approvals and commenced

the construction of the Communication Facility within twenty-four (24) months of the date of execution of this Agreement or until Tenant receives all Approvals (the "Approval Period") then at the option of the Landlord this Agreement shall terminate and there shall be no further obligations of the parties hereunder. In the event the Tenant has not commenced diligently seeking all Approvals within six (6) months of the execution of this Agreement and continuously pursue such Approvals and the construction of the Communication Facility thereafter the Owner may, at her option, upon written notice to Tenant, given at any time after the expiration of such six (6) month period, but prior to the commencement of construction of the Communication Facility, terminate this Agreement, whereupon there shall be no further obligation of the parties hereunder. Owner's right to terminate may not be exercised if Tenant provides documentation that shows Tenant's failure to commence the governmental approval process is due to circumstances outside of Tenant's control. Tenant shall pay to Owner an Approval Contingency Fee of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) within thirty (30) days of Tenant's execution of this Agreement for the first twelve months of the Approval Contingency Period. In the event the Term of this Agreement has not commenced on or before the expiration of such twelve month period, Tenant shall pay an additional FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) to Tenant for the second twelve months of the Approval Period within thirty (30) days of the commencement of such period.

7. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.
8. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company or an affiliate, at any time, without Owner consent. For the purposes of this paragraph, affiliate shall mean any company controlling, controlled by, or under common control as Tenant. Control means having an ownership interest greater than or equal to fifty (50) percent. Except for the forgoing, Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time only with the prior written consent of Owner, said consent not to be unreasonably withheld, conditioned or delayed, provided such assignee is of a reasonably comparable financial condition as Tenant. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Agreement (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) (for such subsequent Leasehold Lender(s) at the address as Tenant or Leasehold Lender shall affirmatively inform Owner by written notice hereof) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time.

3. **Notice and Curative Rights.** If Tenant defaults on any monetary obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender receipt of written notice of such default. For non-monetary defaults, Owner will not terminate this Agreement for so long as Leasehold Lender is diligently pursuing a cure of the default and if curing such non-monetary

default requires possession of the Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. The initial Leasehold Lender is Regions Bank and any notices thereto shall be addressed as follows:

If to Leasehold Lender:

Regions Bank
Commercial Banking
100 North Tampa Street
Ste. 3100
Tampa, FL 33602
ATTN: Greg Hoerbelt

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided above or in a later writing for subsequent Leasehold Lender(s) to Owner by Tenant from time to time and as may be amended from time to time by written notice to Owner from Tenant.

9. **TRANSFER WARRANTY.** In no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.

10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense.

11. **REMOVAL OF COMMUNICATIONS FACILITY.** Tenant shall within a reasonable time after the termination of this Agreement remove all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level. Tenant shall continue to pay Rent until such removal

12. **INDEMNIFICATION AND INSURANCE.** Tenant shall indemnify and hold Owner harmless against any liability or loss from personal injury or property damage resulting from or arising out of (i) the use and occupancy of the Premises by Tenant or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Owner or its employees or agents and (ii) the breach of the Agreement by Tenant. Owner shall indemnify and hold Tenant harmless against any liability or loss from personal injury or property damage resulting from or arising out of (i) the use and occupancy of the Premises or Owner's Property by Owner or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Tenant or its employees or agents and (ii) the breach of this Agreement by Owner. Tenant shall maintain, in full force, at its own expense, during the Approval Period and during the Term of this Agreement, Comprehensive General Liability Insurance in the minimum amount of two million dollars (\$2,000,000) single limit per occurrence for bodily injury and property damage. Tenant shall

provide a certificate of insurance to Owner which shall contain a provision for a thirty (30) days notice of cancellation to Owner, and shall name Owner as an additional insured.

13. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals for the use and/or occupancy of the Premises for Tenant's proposed Communication Facility (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed (other than through tenants failure to renew), or (c) Owner fails to deliver any non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 14 of this Agreement, or (g) soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Premises for a Communications Facility in the manner intended by Tenant, Tenant shall have the right to terminate this Agreement by written notice to Owner and all rentals paid to Owner prior to the termination date shall be retained by Owner. Upon such termination, this Agreement shall become null and void and Owner and Tenant shall have no other further obligations to each other, other than Tenant's right and obligation to remove its property as hereinafter provided.

15. **HAZARDOUS SUBSTANCES.** Each party shall be responsible for compliance with any and all environmental laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions, as may now or at any time hereafter be in effect, that are in any way related to the activity conducted by such party. Owner hereby acknowledges and agrees that it is solely responsible for any adverse environmental conditions existing on the Premises prior to the Commencement Date or otherwise existing on the Premises and not caused by the Tenant. Owner represents and warrants to Tenant that Owner: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, on any portion thereof, 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 regulated under any local, state or federal law. Prior to, during and after the term of this Agreement, each party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability, at its sole cost and expense, for all duties, responsibilities, and liabilities (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to failure of such party to comply with any environmental law imposed upon such party, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions, as may now or at any time hereafter be in effect.

For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Premises or Owner's Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended.

For the purposes of these provisions, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq); (ii) Marine

Protection, Research and Sanctuaries Act (33 U.S.C. § 401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) TSCA; (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the State Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) OSHA; (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) EPCRA; (xiv) National Environmental Policy Act (42 U.S.C. § 4321-

16. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

17. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.

18. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.

19. **SUBORDINATION TO OWNER'S LENDER.** At Owner's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by Owner which now or hereafter may encumber the Owner's Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, in a separate instrument with Tenant, in a form reasonably acceptable to Tenant, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of Owner's interest in the Owner's Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of Tenant hereunder, and this Agreement shall continue in full force and Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement as long as Tenant is not in default of this Agreement beyond applicable notice and cure periods. Tenant shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Owner's Property is encumbered by a deed to secure debt or mortgage on the Commencement Date, Owner shall make diligent effort to obtain and furnish to Tenant a commercially reasonable Non-Disturbance Agreement from each and every mortgage, ground lessor and other lien holder having an interest in the Premises in recordable form by the holder of each deed to secure debt or mortgage.

20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days, except that no more than two (2) such notices shall be required in

any calendar year for nonpayment of Rent, additional rent or any other monetary default. For the purposes of this Agreement, no notice of monetary default shall be valid, and Tenant shall not be deemed in default, provided Tenant satisfies any monetary obligation, including but not limited to the payment of Rent and Collocation Fees, within five (5) business days of the payment's due date. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.

20. **ESTOPPEL CERTIFICATES.** Owner and Tenant shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to the other or any Leasehold Lender certifying:

(a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);

(b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;

(c) that to the knowledge of Owner or Tenant, as the case may be, said party has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as said party is able to provide;

(d) the term of this Agreement and the Rent then in effect and any additional charges;

(e) the date through which Tenant has paid the Rent;

(f) that Owner or Tenant, as the case may be, is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and

(g) such other matters as are reasonably requested by the requesting party.

Without in any way limiting either party's remedies which may arise out of responding party's failure to timely provide an estoppel certificate as required herein, the responding party's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by the requesting party; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

21. **MISCELLANEOUS**

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement.

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant: Florida Tower Partners, LLC
401 N. Cattlemen Road, Ste. 305
Sarasota, FL 34232

For Owner: Claudia Stone
64 Codfish Hill Rd
Bethel, CT 06801

(i) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(j) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.


(m) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.



(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the 20th day of July, 2010

OWNER:


By: 
Print Name: Claudia Stone
Title: Ms.
Date: 7/20/2010

Witnesses for Owner:


By: 
Print Name: FRED W. STONE
By: 
Print Name: MICHAEL WIEGAND

TENANT:

Florida Tower Partners, LLC
a Delaware limited liability company

By: 
Name: BRETT RUGGER
Its: MANAGER/PRESIDENT
Date: 7/29/10

Witnesses for Tenant:

By: 
Print Name: Curtis Miller

By: 
Print Name: Rwin Berck 2

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

Site #: CT 1155

Site Name: Bethel

STATUTORY FORM QUIT-CLAIM DEED

FRED W. STONE, of the Town of Westport, County of Fairfield and State of Connecticut, for no consideration paid, grants to CLAUDIA S. TETREAUULT and LEE TETREAUULT of the Town of Bethel in said County and State, as tenants-in-common, WITH QUIT CLAIM COVENANTS:

An undivided 400/11475ths interest (an approximate 3.49% interest) in and to the following described premises:

The premises situated in the Town of Bethel, County of Fairfield, and State of Connecticut, bounded and described as follows:

NORTHERLY, WESTERLY and again, NORTHERLY: in part by land now or formerly of Helen Buday White and Joan C. Damia, and in part by land now or formerly of Elsa J. Berger;

EASTERLY and again NORTHERLY: in part by land now or formerly of the said Elsa J. Berger and in part by land now or formerly of Harry A. and Bernice A. Becker;

EASTERLY, NORTHERLY and again EASTERLY: by land now or formerly of the said Harry A. and Bernice A. Becker;

NORTHERLY again: in part by land now or formerly of the said Harry A. Becker and Bernice A. Becker, and in part by land now or formerly of Peter Benyo, Michael Benyo and Nicholas Benyo, Jr.;

EASTERLY again: by land now or formerly of Donald T. Burke and Theresa R. Burke;

SOUTHERLY: in part by land now or formerly of Rosemary S. McGarry, and in part by land now or formerly of Fred A. Bates and Doris C. Bates;

EASTERLY again: by land now or formerly of Fred A. Bates

Joan Cox
Joan Cox Clerk

Joan Cox Clerk

Bates and Doris C. Bates;

- SOUTHERLY, again EASTERLY
and again SOUTHERLY: by land now or formerly of Patrick
Negri, Jr. and Barbara Negri;
- SOUTHERLY: by the highway, Codfish Hill Road,
so-called;
- SOUTHWESTERLY: by land now or formerly of Robert
S. Andrews and Mary E. Andrews;
- NORTHWESTERLY: by land now or formerly of Thomas
G. Nordmann;
- WESTERLY: in part by land now or formerly of
Thomas G. Nordmann and in part by
land now or formerly of Theodore B.
and Ramona H. Clark;
- NORTHERLY again: by land now or formerly of Lawrence
Jeffrey Russack and Virginia L.
Russack;
- WESTERLY: in part by land now or formerly of
Lawrence Jeffrey Russack and
Virginia L. Russack, in part by
land now or formerly of Richard
Settanni and Doris E. Settanni, in
part by land now or formerly of
James A. Haitzsch and Barbara M.
Haitzsch, in part by land now or
formerly of Joseph E. Callen and
Marion K. Cullen, and in part by
land now or formerly of Rocco A.
Santonastaso and Karen A.
Santonastaso;

Being the same premises described in that certain deed
from May E. Andrews, et al. to the Releasor dated July 9,
1973 and recorded in Volume 106 at page 649 of the Bethel
Land Records.

Signed this 10th day of December, 1991.

Witnessed by:

William W. Sullivan
WILLIAM W. SULLIVAN

Fred W. Stone

Stephen Tate
STEPHEN TATE

914775

VOL. 514 PAGE 622

(2)

STATUTORY FORM QUIT-CLAIM DEED

FRED W. STONE, of the Town of Westport, County of Fairfield and State of Connecticut, for no consideration paid, grants to CLAUDIA S. TETREULT of the Town of Bethel in said County and State, WITH QUIT CLAIM COVENANTS:

An undivided 476,375/1,147,500ths interest (an approximate 41.51% interest) in and to the following described premises:

The premises situated in the Town of Bethel, County of Fairfield, and State of Connecticut, bounded and described as follows:

NORTHERLY, WESTERLY and again, NORTHERLY: in part by land now or formerly of Helen Buday White and Joan G. Damia, and in part by land now or formerly of Elsa J. Berger;

EASTERLY and again NORTHERLY: in part by land now or formerly of the said Elsa J. Berger and in part by land now or formerly of Harry A. and Bernice A. Becker;

EASTERLY, NORTHERLY and again EASTERLY: by land now or formerly of the said Harry A. and Bernice A. Becker;

NORTHERLY again: in part by land now or formerly of the said Harry A. Becker and Bernice A. Becker, and in part by land now or formerly of Peter Benyo, Michael Benyo and Nicholas Benyo, Jr.;

EASTERLY again: by land now or formerly of Donald T. Burke and Theresa R. Burke;

SOUTHERLY: in part by land now or formerly of Rosemary S. McGarry, and in part by land now or formerly of Fred A. Bates and Doris C. Bates;

EASTERLY again: by land now or formerly of Fred A.

[Signature]
Notary Public
1234 Street, City, State

Bates and Doris C. Bates;

- SOUTHERLY, again EASTERLY
and again SOUTHERLY: by land now or formerly of Patrick
Negri, Jr. and Barbara Negri;
- SOUTHERLY: by the Highway, Codfish Hill Road,
so-called;
- SOUTHWESTERLY: by land now or formerly of Robert
S. Andrews and Mary E. Andrews;
- NORTHWESTERLY: by land now or formerly of Thomas
G. Mordmann;
- WESTERLY: in part by land now or formerly of
Thomas G. Mordmann and in part by
land now or formerly of Theodore B.
and Ramona H. Clark;
- NORTHERLY again: by land now or formerly of Lawrence
Jeffrey Russack and Virginia L.
Russack;
- WESTERLY: in part by land now or formerly of
Lawrence Jeffrey Russack and
Virginia L. Russack, in part by
land now or formerly of Richard
Settanni and Doris E. Settanni, in
part by land now or formerly of
James A. Haituch and Barbara M.
Haituch, in part by land now or
formerly of Joseph E. Cullen and
Marion K. Cullen, and in part by
land now or formerly of Rocco A.
Santonastasso and Karen A.
Santonastasso;

Being the same premises described in that certain deed
from May E. Andrews, et als. to the Releasor dated July 9,
1973 and recorded in Volume 106 at page 649 of the Bethel
Land Records.

Signed this 10th day of December, 1991.

Witnessed by:

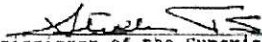
William W. Sullivan
WILLIAM W. SULLIVAN

Frank W. Stone

Stephan Tate
STEPHAN TATE

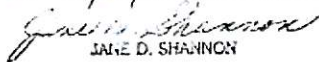
STATE OF CONNECTICUT)
) ss. Danbury December 30, 1991
COUNTY OF FAIRFIELD)

Personally appeared FRED W. STONE, Signer and Sealer
of the foregoing instrument, and acknowledged the same to be
his free act and deed, before me.


Commissioner of the Superior Court

Latest Address of Grantee:

64 Codfish Hill Road
Bethel, CT 06801

Received for tax: 12/30/91. 4.11 P.M.
To: 
JAKE D. SHANNON

QUITCLAIM DEED

THIS QUITCLAIM DEED, is made on the 4th day of May, 2001, by and between, LEE TETREAULT ("First Party") whose mailing address is 64 Codfish Hill Road, Bethel, Connecticut and CLAUDIA TETREAULT ("Second Party") whose mailing address is 64 Codfish Hill Road, Bethel, Connecticut.

WITNESSETH, that in consideration for the sum of ONE DOLLAR (\$ 1.00) and other valuable consideration paid by the Second Party, the First Party does hereby remise, release and forever quitclaim unto the Second Party all of his right, title and interest that the First Party may have to the following property:

The premises situated in the Town of Bethel, County of Fairfield, and State of Connecticut, bounded and described as follows:

NORTHERLY, WESTERLY and again NORTHERLY: in part by land now or formerly of Helen Buday White and John G. Damia, and in part by land now or formerly of Elba J. Berger;

EASTERLY and again NORTHERLY: in part by land now or formerly of the said Elba J. Berger and in part by land now or formerly of Harry A. and Bernice A. Becker;

EASTERLY, NORTHERLY and again EASTERLY: by land now or formerly of the said Harry A. and Bernice A. Becker;

NORTHERLY again: in part by land now or formerly of the said Harry A. Becker and Bernice A. Becker, and in part by land now or formerly of Peter Benyo, Michael Benyo and Nicholas Benyo, Jr.;

EASTERLY again: by land now or formerly of Donald T. Hurke and Theresa R. Burke;

SOUTHERLY: in part by land now or formerly of Rosemary S. McGarry, and in part by land now or formerly of Fred A. Bates and Doris C. Bates;

EASTERLY again: by land now or formerly of Fred A. Bates and Doris C. Bates;

SOUTHERLY, again EASTERLY and again SOUTHERLY: by land now or formerly of Patrick Negri, Jr. and Barbara Negri;

SOUTHERLY: by the highway, Codfish Hill Road, so-called;

SOUTHWESTERLY: by land now or formerly of Robert S. Andrews and Mary E. Andrews;

NORTHWESTERLY: by land now or formerly of Thomas G. Nordmann;

WESTERLY: in part by land now or formerly of Thomas G. Nordmann and in part by land now or formerly of Theodort B. and Ramona H. Clark;

NORTHERLY again: by land now or formerly of Lawrence Jeffrey Russack and Virginia L. Russack;

WESTERLY: in part by land now or formerly of Lawrence Jeffrey Russack and Virginia L. Russack, in part by land now or formerly of Richard Seltanni and Doris E. Seltanni, in part by land now or formerly of James A. Hultsch, and Barbara M. Hultsch, in part by land now or formerly of

*No Conveyance Tax Collected

Shirley C. Gile, CM
Town Clerk of Bethel

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Joseph E. Cullen and Marion K. Cullen, and in part by land now or formerly of Rocco A. Santonastasio and Karen A. Santonastasio;

TO HAVE AND TO HOLD the above described property unto the Second Party, and the Second Party's executors, administrators, successors and assigns forever.

It is understood that this conveyance is made without covenants or warranties of any kind, either express or implied.

IN WITNESS WHEREOF, the First Party has signed and sealed this Quitclaim Deed on the day and year first above written.

Witnesses:

[Signature]
Marion Charabolin

[Signature]
Lee Teitrait

[Signature]
Karen J. Costello

STATE OF CONNECTICUT:

ss: Danby

COUNTY OF FAIRFIELD

On the 14 day of May 2001, before me came Lee Teitrait to me known to be the individual described in, and who executed the foregoing instrument, and duly acknowledged the execution thereof.

[Signature]
Notary Public
My Commission Expires:
Marion Charabolin
Comis of Sup Court

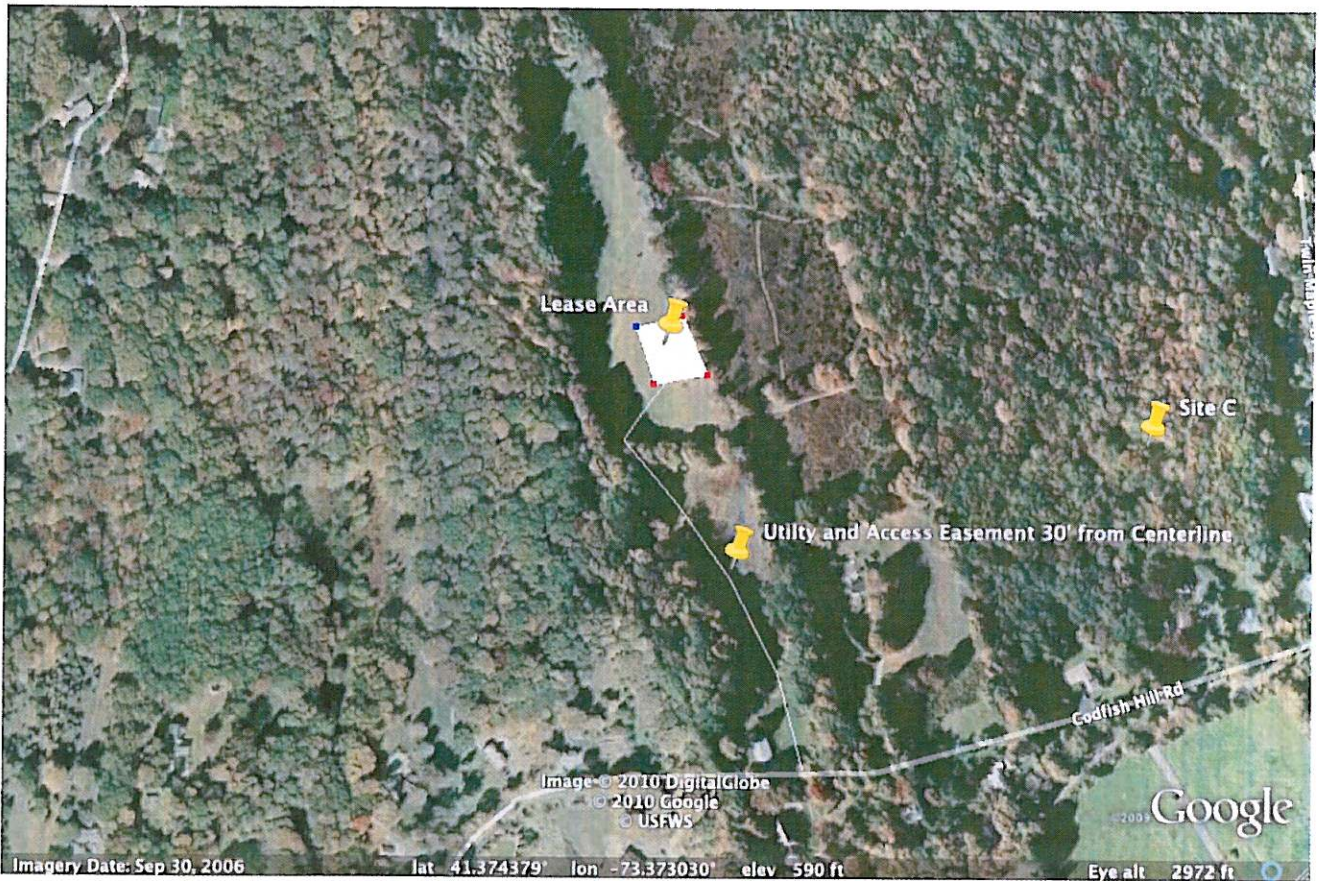
Received for record May 14, 2001 at 10:15 AM.
Town Clerk Sheila C. Zelesky CCMC
SHEILA C. ZELENSKY CCMC

EXHIBIT "B" TO LAND LEASE AGREEMENT



PREMISES

- a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:



Site #: CT 1155
Site Name: Bethel

APPROVED Owner:  (Initial)
APPROVED Tenant:  (Initial)

Notes:

1. This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.
2. Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.
3. Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement ("First Amendment") dated as of the latter of the signature dates below, is by and between **Claudia Stone**, whose address is 64 Codfish Hill Road, Bethel, CT 06801 ("Owner") and **Florida Tower Partners, LLC**, a Delaware limited liability company d/b/a North Atlantic Towers, whose address is 1001 Third Avenue West, Suite 420, Bradenton, FL 34205 ("Tenant").

WHEREAS, Owner and Tenant entered into that certain Land Lease Agreement dated July 20, 2010 ("Agreement") whereby Owner leased to Tenant certain Premises, and the right to construct a Communications Facility thereon, on a portion of Owner's Property located at 64 Codfish Hill Road, Bethel, Fairfield County, Connecticut, and

WHEREAS, Owner is a party to that certain Open End Mortgage given to dated January 27, 1999 and recorded February 1, 1999 at O.R. Volume 670 Page 167 with the Bethel Town Clerk, which mortgage secures a note currently held by Fannie Mae (the mortgage, note and other security documents are collectively referred to as the "Mortgage"); and

WHEREAS, Owner's lender has requested an amendment to the Agreement that will provide for Rent to be paid to the Note Holder, as defined below, in the event of a default by Owner under the Mortgage.

NOW THEREFORE, in consideration of the mutual covenants contained here, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant agree as follows:


1. In the event that Owner defaults on the Mortgage, Owner and Tenant agree that all Rent due under the Agreement shall revert to and be paid to Fannie Mae or their successor or assign ("Note Holder"). Owner acknowledges that upon receipt of notice from the Note Holder that Owner has defaulted under the Mortgage, Tenant shall commence paying Rent to the Note Holder and shall continue to do so until notified by said Note Holder that the default was cured by Owner, or until receipt of notification of a sale of the Property and assignment of the Agreement to a new owner.

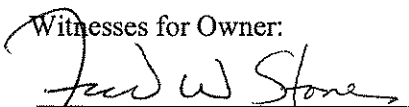

2. Except as modified herein, the Agreement remains in full force and affect. In the event of any contradiction or discrepancy between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern and control. All capitalized words and phrases not defined herein shall carry the same definition as found in the Agreement.

Signature Page to Follow

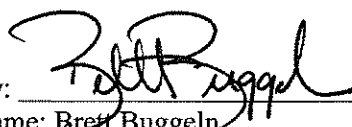
IN WITNESS WHEREOF, Owner and Tenant have executed this First Amendment as of the latter of the signature dates below, intending to be legally bound thereby.


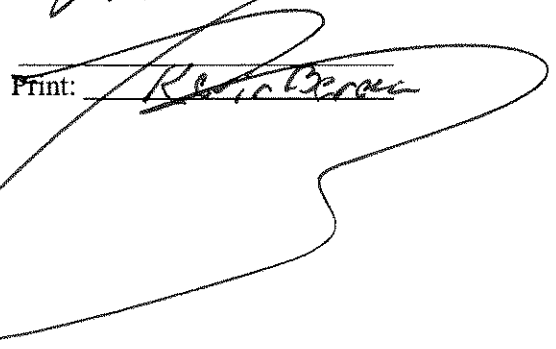
**OWNER:
CLAUDIA STONE**

By: 
Name: Claudia Stone
Date: 08/23/2011

Witnesses for Owner:

Print: FRED W. STONE

Print: MICHAEL WIEGAND

**TENANT:
FLORIDA TOWER PARTNERS, LLC**
a Delaware limited liability company
d/b/a North Atlantic Towers

By: 
Name: Brett Buggeln
Title: Manager/President
Date: 9/13/11

Witnesses for Tenant:

Print: TODD J. BOONE

Print: Kevin Green

SECOND AMENDMENT TO LAND LEASE AGREEMENT

This Second Amendment to Land Lease Agreement ("Second Amendment") dated as of the latter of the signatures, below, is by and between **Claudia Stone**, whose address is 64 Codfish Hill Road, Bethel, CT 06801 ("Owner") and **Florida Tower Partners, LLC**, a Delaware limited liability company d/b/a North Atlantic Towers, whose address is 1001 Third Avenue West, Suite 420, Bradenton, FL 34205 ("Tenant").

WHEREAS, Owner and Tenant entered into a Land Lease Agreement dated July 20, 2010, as amended by a First Amendment to Land Lease Agreement dated September 13, 2011 (collectively, the "Agreement") whereby Owner leased to Tenant certain Premises, and the right to construct a Communications Facility thereon, on a portion of Owner's Property located at 64 Codfish Hill Road, Bethel, Fairfield County, Connecticut; and

WHEREAS the Approval Period has expired and Owner and Tenant desire to provide for an extension of the Approval Period in exchange for the payment of additional fees.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant agree as follows:

1. Owner and Tenant agree that the Approval Period shall be deemed to have continued, and the Agreement to have continued in full force and affect and without lapse, from the expiration of the Approval Period through the date of full execution of this Second Amendment. Within five (5) business days of the full execution of this Second Amendment, Tenant shall pay to Owner that sum of money equal to _____ in consideration and full satisfaction of the continuation and extension of the Approval Period up to the date of this Second Amendment. Owner acknowledges and agrees that payment of this sum represents the balance of all monies due and payable for the extension of the Approval Period up to the date of this Second Amendment.

2. The Approval Period is hereby extended for an additional twelve (12) months, commencing as of full execution of this Second Amendment. In consideration therefore, Tenant shall pay to Owner that sum of money equal to _____ within five (5) business days of full execution of this Second Amendment.

3. Tenant shall have the right to further extend the Approval Period for an additional period of twelve (12) months upon written notification to Owner of its desire to do so and the payment of _____ Dollars prior to the expiration of the Approval Period, as extended pursuant to sections 1 and 2, above. Additional extensions shall be permitted upon the written agreement of Owner and Tenant.

4. Should Tenant fail to pay the sums required by sections 1 and 2, above, within five (5) business days of full execution of this Second Amendment then the Agreement shall be deemed terminated and of no further force and affect. Additionally, should Tenant fail to provide the required notice and payment to extend the Approval Period pursuant to section 3, and/or fail to obtain all Approvals and commence construction of the Communications Period during the Approval Period, as it has been extended and may be further extended, then the Agreement shall terminate as of the expiration of the period described in section 2 or 3, as the case may be, and Owner and Tenant shall be released from all duties and obligations under the Agreement, except those that extend beyond the expiration or termination of the Agreement according to its terms.

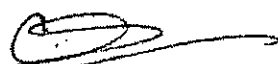
5. Tenant's notice address described in section 21(h) of the Agreement is hereby deleted and replaced as follows:

Florida Tower Partners, LLC
1001 Third Avenue West, Suite 420
Bradenton, FL 34205
Re: CT1155 Bethel

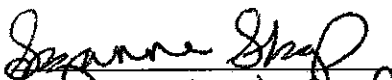
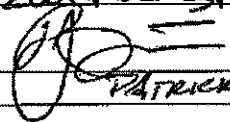
6. Except as modified herein, the Agreement remains in full force and affect. All capitalized words and phrases not defined herein shall carry the same definition as found in the Agreement. In the event of a discrepancy or contradiction between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall govern and control.

IN WITNESS WHEREOF, Owner and Tenant have executed this Second Amendment as of the latter of the signature dates, below, intending to be legally bound thereby.

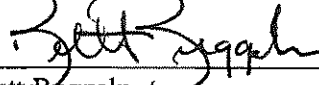
OWNER:
Claudia Stone

By: 
Print: Claudia Stone
Date: 3/27/2013

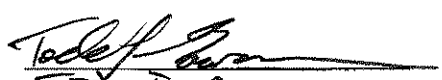
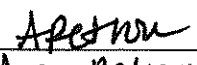
Witnesses for Owner:

Sign: 
Print: Suzanne Sharp
Sign: 
Print: Patrick J. Fontana, Sr.

TENANT:
Florida Tower Partners, LLC
a Delaware limited liability company
d/b/a North Atlantic Towers

By: 
Print: Brett Duggeln
Title: Manager/President
Date: 3/28/13

Witnesses for Tenant:

Sign: 
Print: Todd J. Bannan
Sign: 
Print: Angie Petrou

THIRD AMENDMENT TO LAND LEASE AGREEMENT

This Third Amendment to Land Lease Agreement ("Third Amendment") dated as of the latter of the signatures, below, is by and between **Claudia Stone**, whose address is 64 Codfish Hill Road, Bethel, CT 06801 ("Owner") and **Florida Tower Partners, LLC**, a Delaware limited liability company d/b/a North Atlantic Towers, whose address is 1001 Third Avenue West, Suite 420, Bradenton, FL 34205 ("Tenant").

WHEREAS, Owner and Tenant entered into a Land Lease Agreement dated July 20, 2010, as amended by a First Amendment to Land Lease Agreement dated September 13, 2011 and further amended by a Second Amendment to Land Lease Agreement dated March 28, 2013 (collectively, the "Agreement") whereby Owner leased to Tenant certain Premises, and the right to construct a Communications Facility thereon, on a portion of Owner's Property located at 64 Codfish Hill Road, Bethel, Fairfield County, Connecticut; and

WHEREAS, the parties desire to amend the Agreement to provide Tenant with the right to utilize one (1) of two (2) different portions of Owner's Property for the construction of the Communications Facility.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant agree as follows:

1. Owner and Tenant acknowledge that upon exercise of the Option, Tenant has the right to construct and operate a Communications Facility on that portion of Owner's Property referred to as the Premises, as more particularly described in that certain Memorandum of Land Lease Agreement dated June 17, 2011 and recorded June 21, 2011 at O.R. Book 1003 Page 565 in the public records of Bethel, CT (the "MOL"), and as conceptually shown in the drawings attached as Exhibit B-1A, attached hereto and incorporated herein by reference.

2. Owner has requested, and Tenant has agreed, to utilize a different portion of Owner's Property for the Communications Facility (the "Alternative Premises"), provided that said Alternative Premises is suitable for Tenant's use, in Tenant's discretion, and is otherwise approved and permitted by all governmental authorities with jurisdiction over Owner's Property and Tenant's proposed use, including but not limited to, the Connecticut Siting Council, the Town of Bethel, and any other federal, state, and local governmental authority. The Alternative Premises is conceptually described on Exhibit B-1B, attached hereto and made a part hereof by reference.

3. Provided the Alternative Premises is suitable for the Communications Facility in Tenant's discretion, then Tenant agrees to use all reasonable efforts to get the Alternative Premises approved by the applicable governmental entities.

4. Upon the decision by the applicable governmental entities regarding the approval of the Premises or the Alternative Premises, Tenant shall provide notice to Owner of such decision, and the location, whether depicted on Exhibit B-1A or Exhibit B-1B, shall replace Exhibit B to the Agreement, and the approved location shall be deemed the "Premises" for all purposes under the Agreement. Owner agrees to execute any documents reasonably requested by Tenant, including but not limited to, an amendment or correction to the MOL, to evidence the final location of the Premises in the public records.

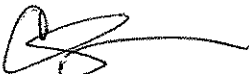
5. As consideration for the rights granted herein, Tenant shall pay to Owner within ten (10) days of full executed of this Third Amendment.

6. Owner and Tenant hereby covenant and agrees that the Agreement is in full force and affect, and that neither party is aware of any defaults under the Agreement, or of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a default by the other party under the Agreement.


7. The parties hereby ratify, confirm and restate the terms, conditions, provisions and obligations under the Agreement. Except as modified herein, the Agreement remains in full force and affect. All capitalized words and phrases not defined herein shall carry the same definition as found in the Agreement. In the event of a discrepancy or contradiction between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall govern and control.

IN WITNESS WHEREOF, Owner and Tenant have executed this Second Amendment as of the latter of the signature dates, below, intending to be legally bound thereby.

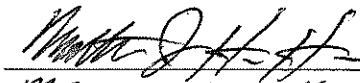
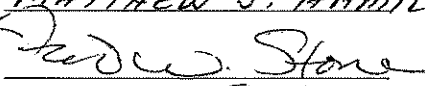
OWNER:
Claudia Stone

By: 
Print: Claudia Stone
Date: 3/27/2014

TENANT:
Florida Tower Partners, LLC
a Delaware limited liability company
d/b/a North Atlantic Towers

By: 
Print: Brett Buggeln
Title: Manager/President
Date: 4/16/14

Witnesses for Owner:

Sign: 
Print: MATTHEW J. HAMILTON
Sign: 
Print: FRED W STONE

Witnesses for Tenant:

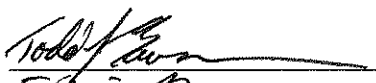
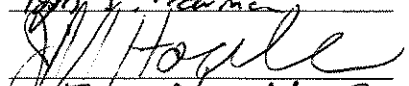
Sign: 
Print: Todd J. Name
Sign: 
Print: JOE HOULE

EXHIBIT B-1A

NORTH ATLANTIC
TOWERS



WIRELESS COMMUNICATIONS FACILITY

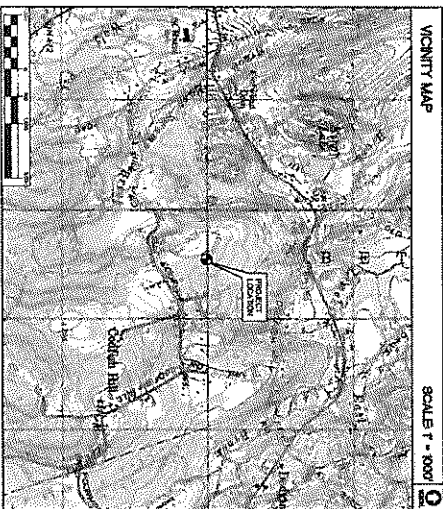
CT1155C

BETHEL (SITE 1)

62 + 64 CODFISH HILL ROAD
BETHEL, CT

SITE INFORMATION

- THE SCOPE OF WORK SHALL INCLUDE:
1. 100' X 100' GRID MAP, A 75' X 75' GRID, WIRELESS TOWER SITES, AND ALL UTILITIES TO BE INSTALLED.
 2. A 1/4" = 1" SITE PLAN, WIRELESS TOWER SITES, AND ALL UTILITIES TO BE INSTALLED.
 3. A 1/4" = 1" SITE PLAN, WIRELESS TOWER SITES, AND ALL UTILITIES TO BE INSTALLED.
 4. POWER AND TELEPHONE UTILITIES SHALL BE ROUTED UNDISTURBED FROM EXISTING UTILITIES TO THE PROPOSED TOWER SITES. ALL UTILITIES SHALL BE IDENTIFIED AND LOCATED BY LOCAL UTILITY COMPANIES.
 5. FINAL DESIGN FOR TOWER AND ANTENNA MOUNTS SHALL BE INCLUDED IN THE FINAL PLAN.
 6. THE PROPOSED WIRELESS FACILITY INSTALLATION WILL BE INCLUDED IN THE 2009 CONNECTICUT STATE ZONING ORDINANCE.
 7. THERE WILL NOT BE ANY LIGHTING UNLESS REQUIRED BY THE FCC OR THE FAA.
 8. THERE WILL NOT BE ANY SIGN OR ADVERTISING ON THE ANTENNA OR EQUIPMENT.



PROJECT SUMMARY

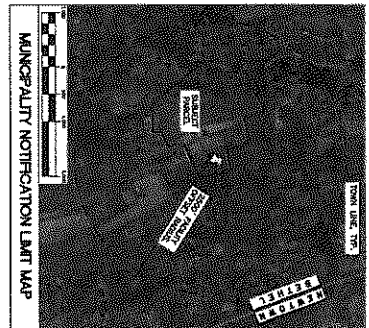
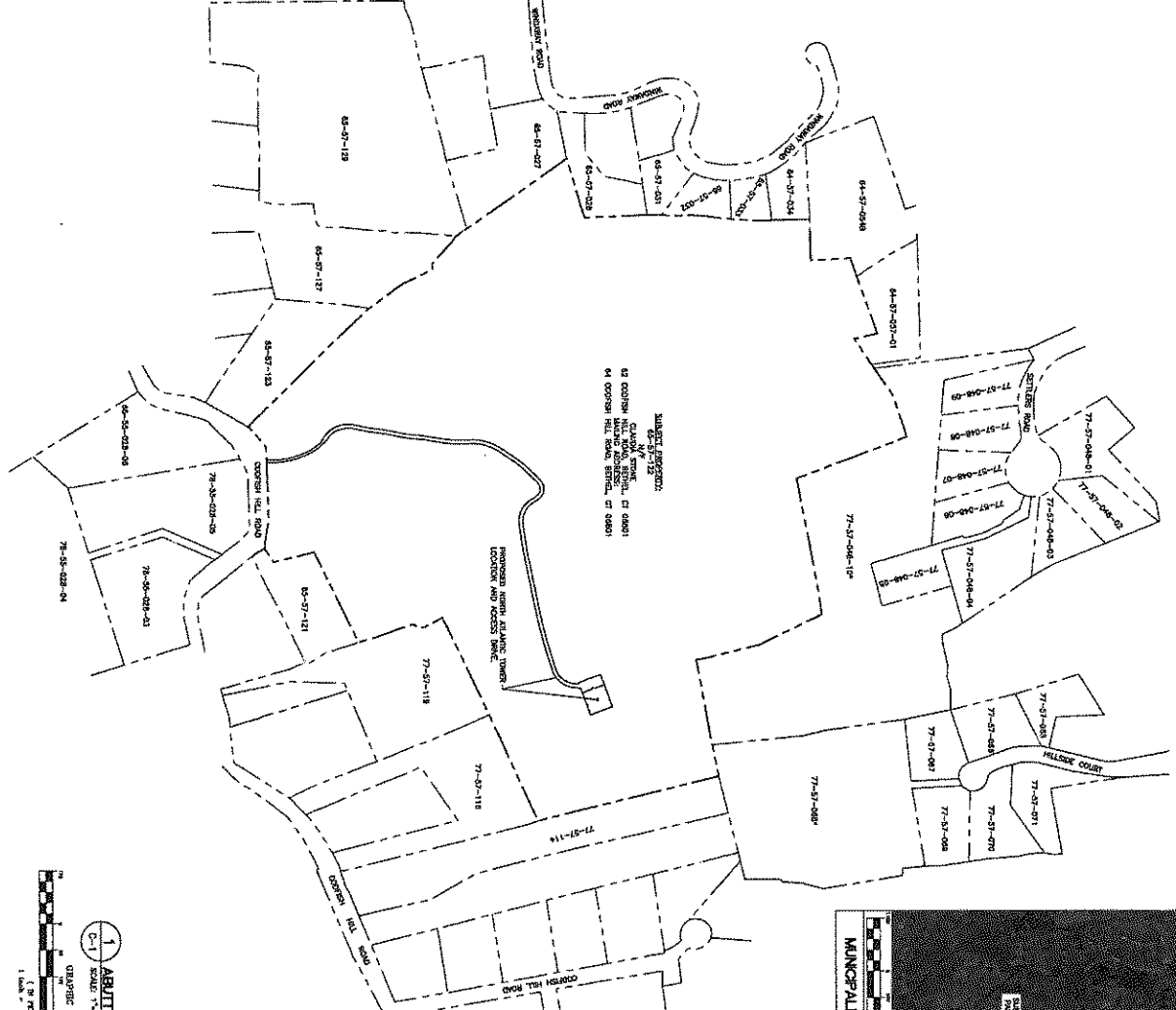
SITE NAME: CT1155C BETHEL
SITE ADDRESS: 62 + 64 CODFISH HILL ROAD
PROPERTY OWNER: CLAYTON STONE
**62 CODFISH HILL ROAD
 BETHEL, CONNECTICUT 06751**
USPOSS/TRACT: 100' X 100' WIDE WEST SITE, 420' X 100' WIDE EAST SITE, 420' X 100' WIDE WEST SITE, 420' X 100' WIDE EAST SITE
CONTACT PERSON: TERRY ANTONIO, TOWERS, LLC
 1000 AVENUE WEST, SUITE 420
 BROWARD COUNTY, FL 33400
TRAIL COORDINATES: LATITUDE: 41°32'30.41"N
 LONGITUDE: 72°52'18.61"W
 UTM ZONE: 18Q UTM EASTING: 650000.000
 UTM NORTHING: 4500000.000
 UTM SCALE FACTOR: 0.999609349
 UTM FALSE EASTING: 500000.000
 UTM FALSE NORTHING: 1000000.000
 UTM DATUM: NAD 83
 UTM EPOCH: 2011.0

SHEET INDEX

SHEET NO.	DESCRIPTION	TITLE	NO.
T-1	TITLE SHEET		1
C-1	ADVERTISING MAP		3
C-1A	SITE/ SITE SENSITIVE PLAN		3
C-1B	SITE/ SITE SENSITIVE PLAN NORTH		3
C-2	CONCRETE PLAN AND ELEVATION		3
C-3	SITE CONSTRUCTION, SUE AND DRAINAGE CONTROL NOTES AND DETAILS		3
C-4	DRAINAGE CONTROL DETAILS		3
C-5	SITE DETAILS AND NOTES		3

<p>T-1</p> <p>TITLE SHEET</p>	<p>NORTH ATLANTIC TOWERS</p> <p>WIRELESS COMMUNICATIONS FACILITY</p> <p>SITE NUMBER: CT1155C</p> <p>SITE NAME: BETHEL (SITE 1)</p> <p>62 + 64 CODFISH HILL ROAD</p> <p>BETHEL, CT</p>	<p>CEN</p> <p>310 486-0196 6701 486-6377 Fax 6701 486-6377 Web Bethel, CT 06751</p> <p>www.CentelMap.com</p>	<p>NORTH ATLANTIC TOWERS</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>ISSUED BY</th> <th>CHK'D BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/26/13</td> <td>CHC</td> <td>CHC</td> <td>CHC - REVISION</td> </tr> <tr> <td>2</td> <td>11/27/13</td> <td>CHC</td> <td>CHC</td> <td>CHC - REVISION</td> </tr> <tr> <td>3</td> <td>11/27/13</td> <td>CHC</td> <td>CHC</td> <td>CHC - REVISION</td> </tr> <tr> <td>4</td> <td>11/27/13</td> <td>CHC</td> <td>CHC</td> <td>CHC - REVISION</td> </tr> <tr> <td>5</td> <td>11/27/13</td> <td>CHC</td> <td>CHC</td> <td>CHC - REVISION</td> </tr> </tbody> </table>	REV.	DATE	ISSUED BY	CHK'D BY	DESCRIPTION	1	11/26/13	CHC	CHC	CHC - REVISION	2	11/27/13	CHC	CHC	CHC - REVISION	3	11/27/13	CHC	CHC	CHC - REVISION	4	11/27/13	CHC	CHC	CHC - REVISION	5	11/27/13	CHC	CHC	CHC - REVISION
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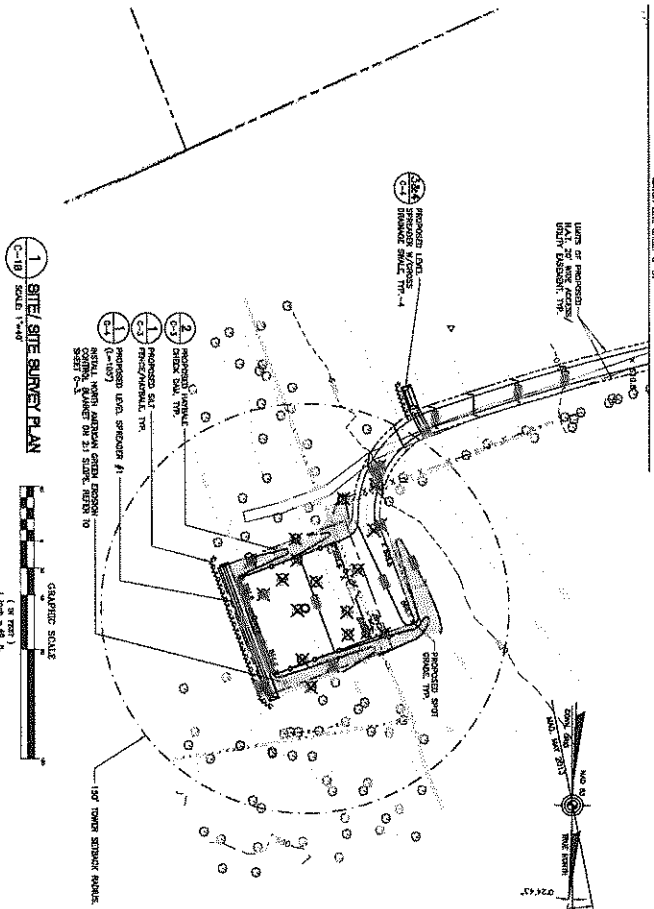
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NORTH ATLANTIC TOWERS WIRELESS COMMUNICATIONS FACILITY SITE NUMBER: CT1155C SITE NAME: BETHEL (SITE 1) 62 + 64 CODDISH HILL ROAD BETHEL, CT		CEN TEK CONSULTANTS 6025 Appleton 6000 Old Saybrook CT 06456 203-261-1111 www.cen-tek.com	NORTH ATLANTIC TOWERS	PROFESSIONAL DRAFTER SEAL [Seal Area]	<table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td>11/26/13</td> <td>CPG</td> <td>REVISED</td> </tr> <tr> <td>11/27/13</td> <td>CPG</td> <td>REVISED</td> </tr> <tr> <td>12/16/13</td> <td>CPG</td> <td>REVISED FOR CLIENT REVIEW</td> </tr> <tr> <td>02/26/14</td> <td>CPG</td> <td>REVISED</td> </tr> </table>	DATE	BY	DESCRIPTION	11/26/13	CPG	REVISED	11/27/13	CPG	REVISED	12/16/13	CPG	REVISED FOR CLIENT REVIEW	02/26/14	CPG	REVISED
DATE	BY	DESCRIPTION																		
11/26/13	CPG	REVISED																		
11/27/13	CPG	REVISED																		
12/16/13	CPG	REVISED FOR CLIENT REVIEW																		
02/26/14	CPG	REVISED																		

0-1
 ABUTTERS MAP
 SCALE: 1" = 150'

SYMBOLS LEGEND	
	PROPERTY LINE
	EXISTING LINE (PROPOSED)
	DRIVE (PROPOSED)
	LINE AREA
	CANTON LINE
	FENCE LINE (PROPOSED)
	UTILITY POLE
	SPOT ELEVATION
	H/WALLS/ 3/4" FENCE
	SPIN
	ROCK PILE
	GRV MANHOLE
	CATCH BASIN
	DECKLUS PILE
	STONE WALL
	DRIVE CENTERLINE
	FENCE LINE (EXISTING)
	SLATION FENCE
	SHAWNEE (PROPOSED)



<p>C-1B</p> <p>1 SITE/ SITE SURVEY PLAN CONT.</p>	<p>NORTH ATLANTIC TOWERS</p> <p>WIRELESS COMMUNICATIONS FACILITY</p> <p>SITE NUMBER: CT155C</p> <p>SITE NAME: BETHEL (SITE 1)</p> <p>82 + 84 CODFISH HILL ROAD</p> <p>BETHEL, CT</p>	<p>CENITEK CORPORATION</p> <p>www.CenitekEng.com</p> <p>603 488-6500</p> <p>603 488-6447 fax</p> <p>62 North Rockwood Road</p> <p>Bethel, CT 06802</p>	<p>NORTH ATLANTIC TOWERS</p>	<p>PROFESSIONAL ENGINEER SEAL</p> <table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>CHK'D BY</th> <th>DESCRIPTION</th> </tr> <tr> <td>3</td> <td>11/26/15</td> <td>DMD</td> <td>CFC</td> <td>CSG - REVISION</td> </tr> <tr> <td>2</td> <td>11/27/15</td> <td>DMD</td> <td>CFC</td> <td>CSG - REVISION</td> </tr> <tr> <td>1</td> <td>11/26/15</td> <td>DMD</td> <td>CFC</td> <td>CSG - ISSUED FOR CLIENT REVIEW</td> </tr> <tr> <td>0</td> <td>06/29/15</td> <td>DMD</td> <td>DMD</td> <td>CSG - ISSUED FOR CLIENT REVIEW</td> </tr> </table>	REV.	DATE	BY	CHK'D BY	DESCRIPTION	3	11/26/15	DMD	CFC	CSG - REVISION	2	11/27/15	DMD	CFC	CSG - REVISION	1	11/26/15	DMD	CFC	CSG - ISSUED FOR CLIENT REVIEW	0	06/29/15	DMD	DMD	CSG - ISSUED FOR CLIENT REVIEW
	REV.	DATE	BY	CHK'D BY	DESCRIPTION																								
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1	11/26/15	DMD	CFC	CSG - ISSUED FOR CLIENT REVIEW																									
0	06/29/15	DMD	DMD	CSG - ISSUED FOR CLIENT REVIEW																									
<p>DATE: 06/27/15</p> <p>DRAWN: AS NEEDED</p> <p>DATE: 06/15/15</p>	<p>SCALE: 1"=40'</p>	<p>DATE: 06/15/15</p>	<p>DATE: 06/15/15</p>	<p>DATE: 06/15/15</p>																									

EXHIBIT B-1B

NORTH ATLANTIC
TOWERS

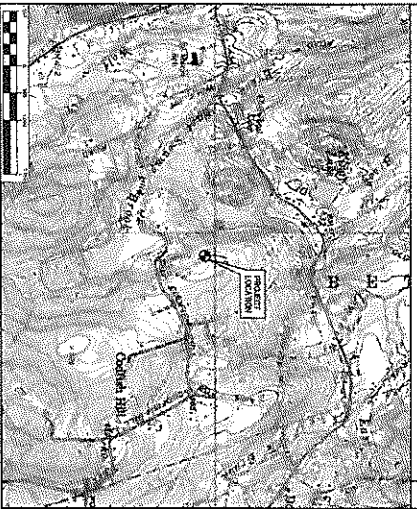


WIRELESS COMMUNICATIONS FACILITY
CT1155C
BETHEL (SITE 2)
62 + 64 CODFISH HILL ROAD
BETHEL, CT

SITE INFORMATION

- THE SCOPE OF WORK SHALL INCLUDE:
1. THE CONSTRUCTION OF A 30'X30' FENCED WIRELESS COMMUNICATIONS COMPOUND WITH A 10' HIGH FENCE.
 2. A TOTAL OF 3 TOWER MOUNTED ANTENNA ARRAYS.
 3. A 60'X60' GROUND CONCRETE FOR SITE ACCESS OFF OF CODFISH HILL ROAD IS PROVIDED.
 4. POWER AND WATER LINES SHALL BE LOCATED UNDERGROUND FROM EXISTING SERVICE POINTS TO THE PROPOSED WIRELESS COMMUNICATIONS SITE. POWER, WATER, CABLE AND DRAINAGE LINES SHALL BE TYPICALLY 18" DEEP.
 5. FINAL DESIGN FOR TOWER AND ANTENNA MOUNTS SHALL BE INCLUDED IN THE FINAL PLAN.
 6. THE PROPOSED WIRELESS FACILITY SHALL BE PERMITTED IN ACCORDANCE WITH THE LOCAL ZONING REGULATIONS.
 7. THERE WILL NOT BE ANY LIGHTING FIXTURES RELATED TO THE TOWER OR THE FENCE.
 8. THERE WILL NOT BE ANY SIGNS OR IDENTIFIERS ON THE ANTENNA OR EQUIPMENT.

VICINITY MAP



SCALE: 1" = 300'

PROJECT SUMMARY

PROJECT NAME: CT1155C WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS: 62 & 64 CODFISH HILL ROAD
PROJECT OWNER: SATELLITE SYSTEMS, INC.
DESIGN/TOWN: NORTH ATLANTIC TOWERS, LLC
CONTACT PERSON: MICHAEL J. HARRIS
PHONE: 860-251-1144
CELL: 860-251-1145
EMAIL: mharris@northatlantic.com
PROJECT NO.: 1155C
DATE: 05/22/18

SHEET INDEX

SHEET NO.	DESCRIPTION	REV.
1-1	TITLE SHEET	1
D-1	DESIGNER MAP	1
C-1A	SITE/ SITE BOUNDARY PLAN	1
C-2	CONFOUN PLAN AND ELEVATION	1
C-3	PER CONSTRUCTION, SIGN AND DRAINAGE CONTROL NOTES AND DETAILS	1
C-4	DRAINAGE CONTROL DETAILS	1
C-5	SITE DETAILS AND NOTES	1
C-6	GRID PLAN DETAILS	1

<p>NORTH ATLANTIC TOWERS WIRELESS COMMUNICATIONS FACILITY SITE NUMBER: CT1155C SITE NAME: BETHEL (SITE 2) 62 + 64 CODFISH HILL ROAD BETHEL, CT</p>	<p>CENTER CORPORATE ARCHITECTURE 100 4th Street Bethel, CT 06802 Tel: 860-251-1144 Fax: 860-251-1145 www.CenterGroup.com</p>	<p>NORTH ATLANTIC TOWERS</p>	<p>PROFESSIONAL DESIGNER SEAL</p>	<p>DATE: 05/22/18</p>	<p>SCALE: 1" = 300'</p>	<p>REVISIONS</p>
			<p>DATE: 05/22/18</p>	<p>SCALE: 1" = 300'</p>	<p>REVISIONS</p>	

FOURTH AMENDMENT TO LAND LEASE AGREEMENT

This Fourth Amendment to Land Lease Agreement ("Fourth Amendment") dated as of the latter of the signatures, below, is by and between **Claudia Stone**, whose address is 64 Codfish Hill Road, Bethel, CT 06801 ("Owner") and **Florida Tower Partners, LLC**, a Delaware limited liability company d/b/a North Atlantic Towers, whose address is 1001 Third Avenue West, Suite 420, Bradenton, FL 34205 ("Tenant").

WHEREAS, Owner and Tenant entered into a Land Lease Agreement dated July 20, 2010 (the "Lease"), as amended by a First Amendment to Land Lease Agreement dated September 13, 2011 and further amended by a Second Amendment to Land Lease Agreement dated March 28, 2013, and as further amended by a Third Amendment to Land Lease Agreement dated April 16, 2014 (collectively, the "Agreement") whereby Owner leased to Tenant certain Premises, and the right to construct a Communications Facility thereon, on a portion of Owner's Property located at 64 Codfish Hill Road, Bethel, Fairfield County, Connecticut; and

WHEREAS, the parties desire to amend the Agreement to allow Tenant to commence the Term of the Agreement in exchange for an increase in Rent and other fees.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant agree as follows:

1. Notwithstanding anything to the Agreement to the contrary, Owner and Tenant agree that the Commencement Date of the Agreement shall be upon full execution of this Fourth Amendment. Owner and Tenant acknowledge that the Agreement shall commence even though Tenant does not yet have all of its governmental approvals and will not be starting construction of the Communications Facility until such time as all such approvals have been received. Section 6 of the Lease, as amended, is hereby deleted in its entirety, though Owner shall be entitled to retain all monies received for the Approval Period described therein, as it has been extended.

2. Section 4(a) of the Lease is hereby amended to provide Owner with a Rent in the amount of _____ annually, to be paid in equal monthly installments. Notwithstanding the foregoing, Owner and Tenant agree that the full Rent for the first year of the Term shall be paid in advance within ten (10) business days of the full execution of this Fourth Amendment. Owner acknowledges that Owner shall not receive any other Rent until the first annual anniversary of the Commencement Date, at which time Tenant shall commence paying Rent in equal monthly installments. Any Collocation Fees, if applicable, shall continue to be paid during the first year of the Term and each year thereafter in monthly installments

3. Along with the Rent for the first year of the term, Tenant shall also pay to Owner a one-time fee, within ten (10) business days of full execution of this Fourth Amendment, equal to _____ as additional consideration for the amendments to the Agreement contained herein.

4. Should Owner utilize an attorney to review this Fourth Amendment, then Tenant shall pay Owner's attorney's fees up to _____. Tenant shall pay any such attorney's fees directly to Owner's attorney upon receipt of an itemized invoice documenting the fees and a W-9 from the attorney.


5. Owner and Tenant hereby covenant and agrees that the Agreement is in full force and affect, and that neither party is aware of any defaults under the Agreement, or of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a default by the other party under the Agreement.

6. The parties hereby ratify, confirm and restate the terms, conditions, provisions and obligations under the Agreement. Except as modified herein, the Agreement remains in full force and affect. All capitalized words and phrases not defined herein shall carry the same definition as found in the Agreement. In the event of a discrepancy or contradiction between the terms of the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall govern and control.

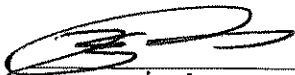
***REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW***

IN WITNESS WHEREOF, Owner and Tenant have executed this Fourth Amendment as of the latter of the signature dates, below, intending to be legally bound thereby.


OWNER:
Claudia Stone

By: 
Print: Claudia Stone
Date: 3/23/15

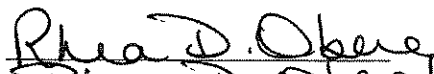
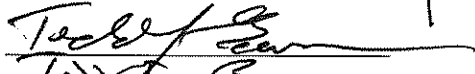
Witnesses for Owner:

Sign: 
Print: Keith Coppine
Sign: Blair Tetreault
Print: Blair Tetreault

TENANT:
Florida Tower Partners, LLC
a Delaware limited liability company
d/b/a North Atlantic Towers

By: 
Print: Brett Buggeln
Title: Manager/President
Date: 3/25/15

Witnesses for Tenant:

Sign: 
Print: Rhea D. Oberer
Sign: 
Print: Todd J. Egan

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

**RE: APPLICATION BY FLORIDA TOWER
PARTNERS LLC D/B/A NORTH
ATLANTIC TOWERS FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED
FOR A TELECOMMUNICATIONS FACILITY
AT 62-64 CODFISH HILL ROAD IN THE
TOWN OF BETHEL, CONNECTICUT**

DOCKET NO. 458

DATE: April _____, 2015

PROTECTIVE ORDER

WHEREAS, Florida Towers Partners d/b/a/ North Atlantic Towers (“Company”) is providing to the Connecticut Siting Council (“Council”) certain confidential information in connection with North Atlantic Towers’ lease and amendments thereto (collectively “Lease”) regarding the above-captioned Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility at 62-64 Codfish Hill Road, Bethel, Connecticut (“Confidential Information”).

WHEREAS, the Company considers the Confidential Information to be commercially valuable, confidential and proprietary information, and which information the Company contends constitutes trade secrets within the meaning of Connecticut General Statutes section 1-210(b)(5);

WHEREAS, the Confidential Information contains commercially valuable, confidential, proprietary and market-sensitive information that is not readily obtainable from other sources and may be harmful if publicly disclosed; and

WHEREAS, the Company is willing to provide the Confidential Information subject to a Protective Order.

NOW, THEREFORE, it is hereby ordered, that the following procedure is adopted for the protection of the Confidential Information provided by the Company:

1. All documentation provided by the Company, shall be identified as follows: “CONFIDENTIAL INFORMATION” and shall be governed by the terms of this Protective Order (“Order”). This Order is applicable to all such Confidential Information.

2. All Confidential Information shall be subject to this Order and shall be given solely to the members and staff of the Council. No recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than the purpose of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of this Order. All parties in receipt of any Confidential Information pursuant to this Order, including consultants, shall maintain a written log of all individuals granted access to the Confidential Information.

3. Confidential Information shall be marked as such and delivered in a sealed envelope to the Council. A statement in the following form shall be placed prominently on the envelope:

CONFIDENTIAL-PROPRIETARY

This envelope is not to be opened nor the contents thereof displayed or revealed except pursuant to the Protective Order issued in connection with Docket No. 458.

4. Any Confidential Information made available pursuant to this Order shall be part of the record in the docket cited above, subject to the same relevancy and other evidentiary considerations as non-confidential information and subject to the conditions stated in Paragraphs Six and Seven of this Order.

5. If the Confidential Information is used in any manner in any interrogatory, letter, petition, brief or other writing, all references to the Confidential Information shall be either:

- (a) in a separate document, prominently labeled "Confidential Information," which document shall be safeguarded in accordance with this Order and distributed only to the members and staff of the Council; or
- (b) solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

6. In the event that the Confidential Information is to be disclosed or used in any manner in any proceeding or hearing before the Council, such proceeding or hearing shall not be held before, nor any record of it made available, to any person or entity not a signatory of the Order. Presence at such proceeding or hearing shall be limited to the members and staff of the Council as well as representatives of the Company. No record shall be disclosed or communication made of the Confidential

Information at any time to any other person or entity. Any transcript or other recording of the Confidential Information shall be placed in sealed envelopes or containers and a statement in the following form placed prominently on such envelope or container:

CONFIDENTIAL-PROPRIETARY

This envelope is not to be opened nor the contents thereof displayed or revealed except pursuant to the Protective Order issued in connection with Docket No. 458.

7. No copies shall be made of the Confidential Information unless expressly ordered by the Council.

8. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Moreover, nothing herein shall be considered a waiver of any party's right to assert at a later date that the material is or is not proprietary or privileged. A party seeking to change the terms of this Order shall by motion give every other party five (5) business days' prior written notice. No information protected by this Order shall be made public until the Authority rules on such motion to change the terms of the Order. Confidential information otherwise properly discovered, even though also subject to the terms of this Order, shall not be considered protected by this Order.

9. All copies of the Confidential Information shall be returned to the Company no later than thirty (30) days after the date the final decision is rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By _____

Dated _____, 2015