

# Redacted Land Lease Agreement

## LAND LEASE AGREEMENT

This Agreement, made this *16<sup>th</sup>* day of *June*, 2014 between MDL Realty, LLC, a New York limited liability company with its principal offices located at 39 Talcott Road, Rye Brook, New York 10573, hereinafter designated LESSOR and Construction Services of Branford, LLC a Connecticut Limited Liability Company with its principal office located at 63-3 North Branford Road, Branford, Connecticut 06405 hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 380 Horace Street, in the City of Bridgeport, County of Fairfield and State of Connecticut, and being described as a 50' by 50' parcel containing 2500 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Kingsbury Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map Number 62 of the City of Bridgeport as Block 2050, Lot 39 and is further described in Deed Book 8483 at Page 256 as recorded in the Office of Bridgeport Town Clerk.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \_\_\_\_\_ o be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE is granted a

building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. The LESSEE shall pay the LESSOR as additional rent \_\_\_\_\_ of all collected gross income from each broadband lessees on the Premises starting with the second (2<sup>nd</sup>) lessee.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for

the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL INCREASES. The annual rental for each year of each term after the first year of the initial term shall increase by \_\_\_\_\_ of the annual rental payment with respect to the immediately preceding year.

6. INTENTIONALLY OMITTED.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith

and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. Notwithstanding the foregoing, if LESSEE terminates this Agreement pursuant to Item (v) or (vi), LESSEE shall pay to LESSOR, at the time LESSEE provides its notice of termination, an early termination fee equal to three (3) months rent at the then current rental. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be

due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$5,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR and LESSEE pays to LESSOR an early termination fee equal to three (3) months rent at the then current rental at the time such notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing.

In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (including all pads and footings to at least two (2) feet below grade), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to 200% of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Premises, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in

accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement. LESSOR and LESSEE acknowledge and agree that any sale of the Property shall be at LESSOR's discretion, provided LESSOR provides LESSEE notice of such sale.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist

upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):



LESSOR: MDL Realty, LLC  
Talcott Road  
Rye Brook, New York 10573  
Attention: LJ Blaiotta

LESSEE: Construction Services of Branford, LLC  
63-3 North Branford Road  
Branford, CT 06405

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than one hundred eighty (180) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property

and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding

the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, that each Party shall use reasonable efforts to mitigate its damages in connection with a default by the Other Party. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene 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 or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity

now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (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: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.
- c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibilities and liabilities at LESSEE's 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: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or any time hereafter be in effect, unless such compliance results from conditions caused by LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon unless such environmental conditions are caused by LESSOR.

- 30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon

fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.
32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and

authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. SUBLEASE. LESSEE may sublease any portion of the Premises at its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for collocation, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

a. Commencing with the second Sublessee, in the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: 20% to LESSOR and 80% to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall not be

responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. In this event:

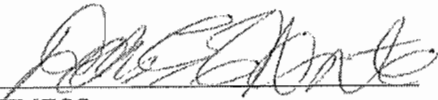
i. The LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the premises to any or all potential Sublessee(s);

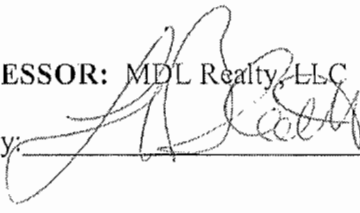
ii. At LESSOR's request, LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, its Sublessee, to indicate LESSOR has been notified of the sublease.

b. It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Premises. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Premises then LESSOR may enter into an agreement with the Sublessee for a portion of the property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive 100% of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the Property outside LESSEE's Premises.

c. Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Premises or part thereof. The LESSEE shall have the sole right to determine whether it will Sublet any portion of the Premises or whether it will sublease to any specific Sublessee.

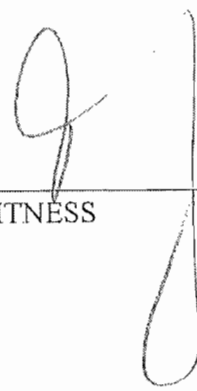
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

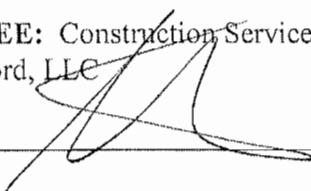
  
\_\_\_\_\_  
WITNESS

**LESSOR: MDL Realty, LLC**  
By: \_\_\_\_\_

Its: MEMBER\_\_\_\_\_

Date: 6-16-14\_\_\_\_\_

  
\_\_\_\_\_  
WITNESS

**LESSEE: Construction Services of  
Branford, LLC**  
By: \_\_\_\_\_

Its: Member\_\_\_\_\_

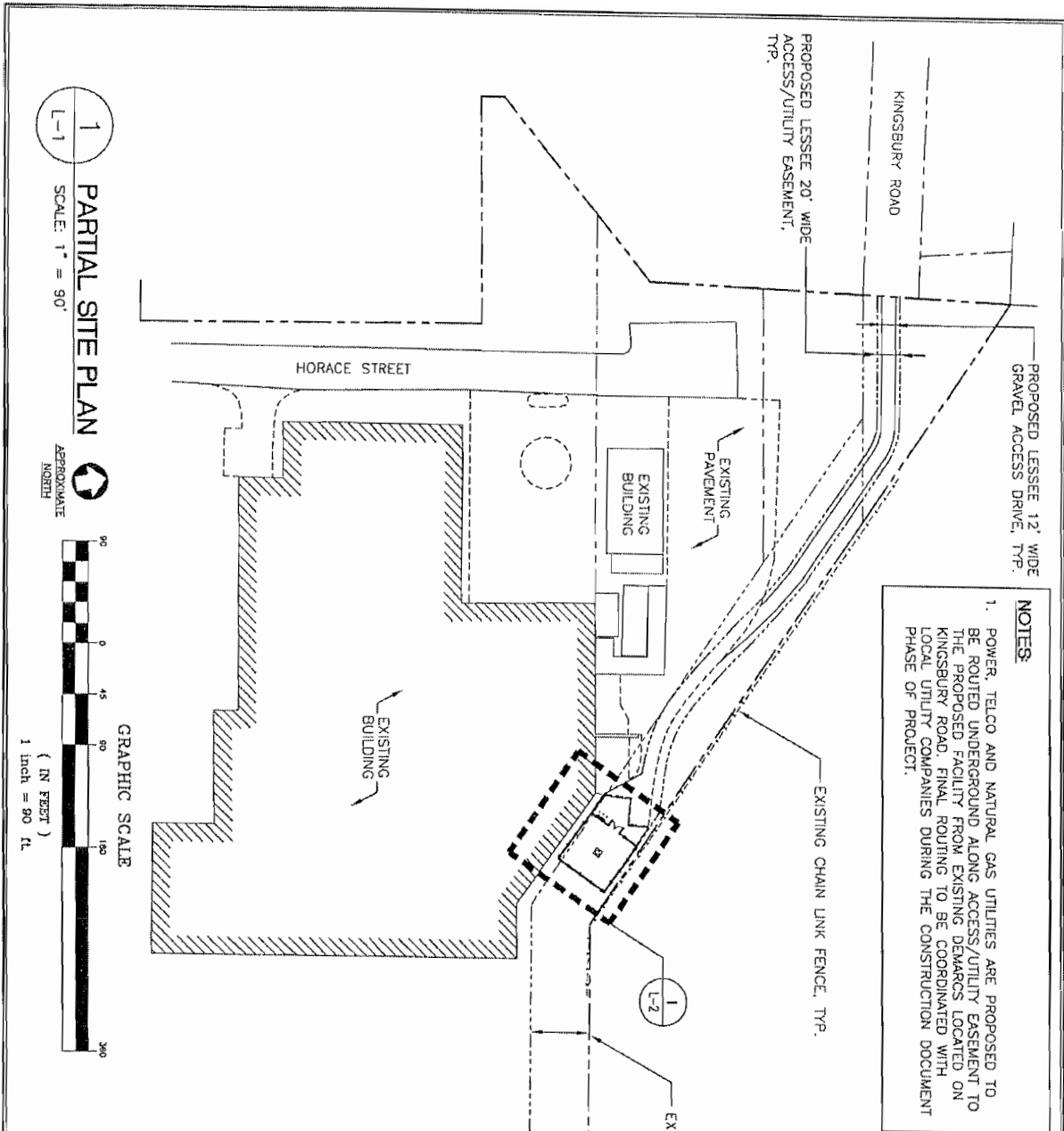
Date: 6/19/14\_\_\_\_\_



Exhibit "A"

(Sketch of Premises within Property)

**[To be inserted]**



**NOTES:**

- POWER, TELCO AND NATURAL GAS UTILITIES ARE PROPOSED TO BE ROUTED UNDERGROUND ALONG ACCESS/UTILITY EASEMENT TO THE PROPOSED FACILITY FROM EXISTING DEMARCS LOCATED ON KINGSBURY ROAD. FINAL ROUTING TO BE COORDINATED WITH LOCAL UTILITY COMPANIES DURING THE CONSTRUCTION DOCUMENT PHASE OF PROJECT.

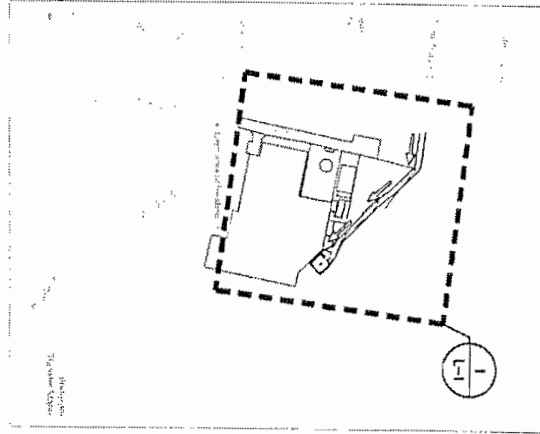
**LEASE EXHIBIT**

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

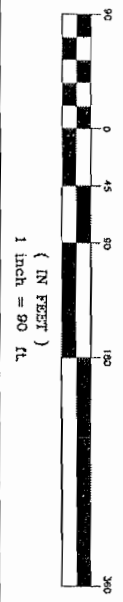
**SITE COORDINATES:** LAT.: 41°-12'-14"  
 (TAKEN IN FIELD) LNG.: 73°-10'-32"  
**GROUND ELEVATION:** 65' ± A.M.S.L.

**SYMBOLS LEGEND**

→ ROUTE OF PROPOSED LESSEE SITE ACCESS

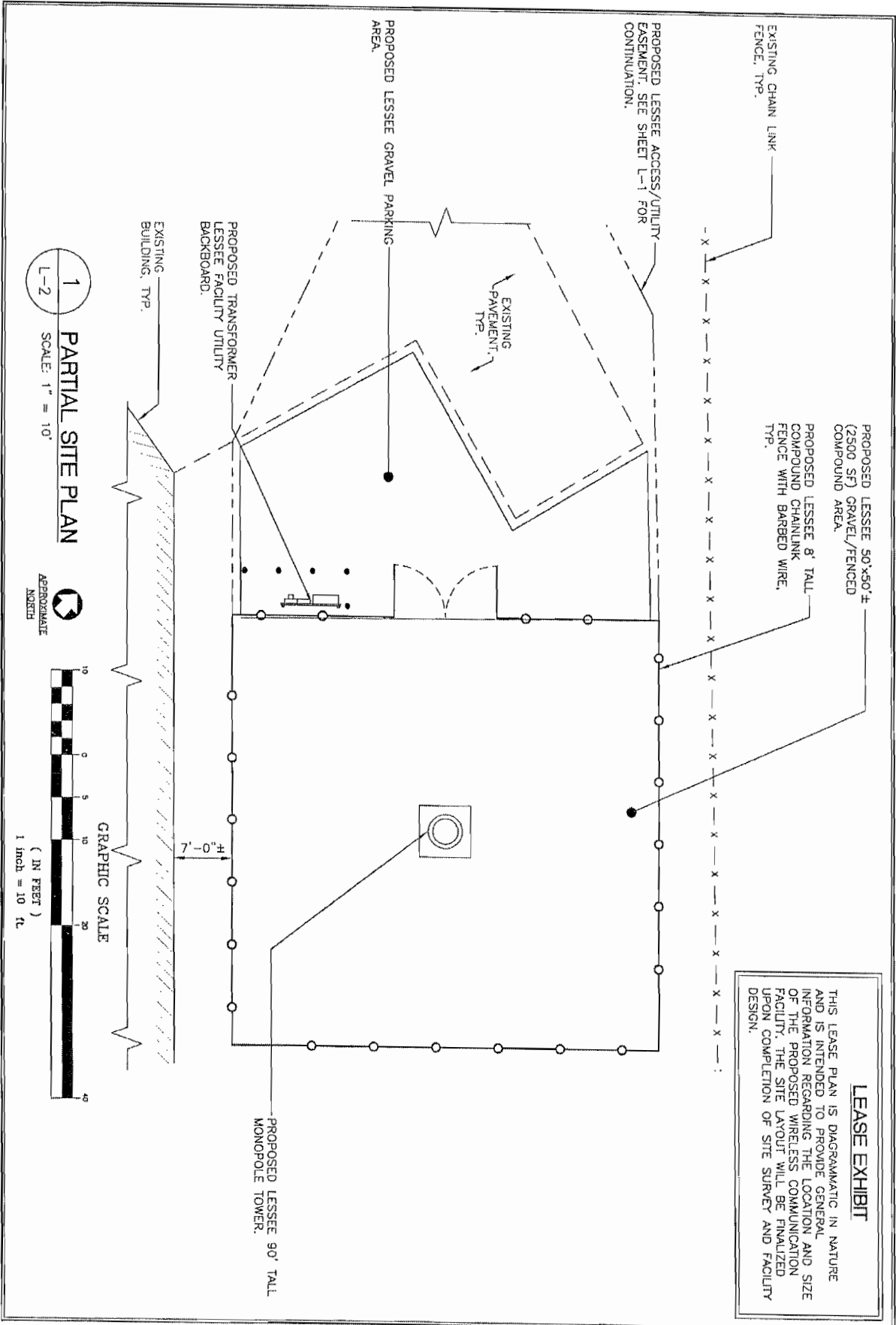


**1**  
**PARTIAL SITE PLAN**  
 SCALE: 1" = 90'  
 APPROXIMATE NORTH



**1**  
**SITE KEY PLAN**  
 SCALE: 1" = 400'  
 APPROXIMATE NORTH

| PROJECT NO.<br><b>L-1</b> | DATE: 09/29/13<br>DRAWN BY: [blank]<br>CHECKED BY: [blank] | <b>CONSTRUCTION SERVICES OF BRANFORD, LLC</b><br><b>BRIDGEPORT EAST</b><br>380 HORACE STREET<br>BRIDGEPORT, CT 06610 | <b>CEN TEK engineering</b><br>Centered on Solutions™<br>(203) 488-0020<br>(203) 488-6567 Fax<br>63-2 North Branford Road, Branford, CT 06405<br>www.CentekEng.com | PROFESSIONAL ENGINEER SEAL<br>[blank] | <table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>CHKD.</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>09/29/13</td> <td>DM</td> <td>DM</td> <td>ISSUE FOR PERMIT</td> </tr> <tr> <td>2</td> <td>10/18/14</td> <td>KAK</td> <td>KAK</td> <td>LEASE EXHIBIT</td> </tr> <tr> <td>3</td> <td>04/03/14</td> <td>DM</td> <td>DM</td> <td>REVISED LEASE EXHIBIT</td> </tr> </table> | REV. | DATE | BY | CHKD. | DESCRIPTION | 1 | 09/29/13 | DM | DM | ISSUE FOR PERMIT | 2 | 10/18/14 | KAK | KAK | LEASE EXHIBIT | 3 | 04/03/14 | DM | DM | REVISED LEASE EXHIBIT |
|---------------------------|--|--|---|---------------------------------------|--|------|------|----|-------|-------------|---|----------|----|----|------------------|---|----------|-----|-----|---------------|---|----------|----|----|-----------------------|
|                           | REV.   | DATE   | BY  | CHKD.                                 | DESCRIPTION  |      |      |    |       |             |   |          |    |    |                  |   |          |     |     |               |   |          |    |    |                       |
| 1                         | 09/29/13   | DM   | DM  | ISSUE FOR PERMIT                      |  |      |      |    |       |             |   |          |    |    |                  |   |          |     |     |               |   |          |    |    |                       |
| 2                         | 10/18/14   | KAK  | KAK   | LEASE EXHIBIT                         |  |      |      |    |       |             |   |          |    |    |                  |   |          |     |     |               |   |          |    |    |                       |
| 3                         | 04/03/14   | DM   | DM  | REVISED LEASE EXHIBIT                 |  |      |      |    |       |             |   |          |    |    |                  |   |          |     |     |               |   |          |    |    |                       |
| SHEET NO.<br><b>L-1</b>   | DATE: 09/29/13<br>DRAWN BY: [blank]<br>CHECKED BY: [blank] | <b>CONSTRUCTION SERVICES OF BRANFORD, LLC</b><br><b>BRIDGEPORT EAST</b><br>380 HORACE STREET<br>BRIDGEPORT, CT 06610 | <b>CEN TEK engineering</b><br>Centered on Solutions™<br>(203) 488-0020<br>(203) 488-6567 Fax<br>63-2 North Branford Road, Branford, CT 06405<br>www.CentekEng.com | PROFESSIONAL ENGINEER SEAL<br>[blank] | <table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>CHKD.</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>09/29/13</td> <td>DM</td> <td>DM</td> <td>ISSUE FOR PERMIT</td> </tr> <tr> <td>2</td> <td>10/18/14</td> <td>KAK</td> <td>KAK</td> <td>LEASE EXHIBIT</td> </tr> <tr> <td>3</td> <td>04/03/14</td> <td>DM</td> <td>DM</td> <td>REVISED LEASE EXHIBIT</td> </tr> </table> | REV. | DATE | BY | CHKD. | DESCRIPTION | 1 | 09/29/13 | DM | DM | ISSUE FOR PERMIT | 2 | 10/18/14 | KAK | KAK | LEASE EXHIBIT | 3 | 04/03/14 | DM | DM | REVISED LEASE EXHIBIT |
| REV.                      | DATE   | BY   | CHKD.   | DESCRIPTION                           |  |      |      |    |       |             |   |          |    |    |                  |   |          |     |     |               |   |          |    |    |                       |
| 1                         | 09/29/13   | DM   | DM  | ISSUE FOR PERMIT                      |  |      |      |    |       |             |   |          |    |    |                  |   |          |     |     |               |   |          |    |    |                       |
| 2                         | 10/18/14   | KAK  | KAK   | LEASE EXHIBIT                         |  |      |      |    |       |             |   |          |    |    |                  |   |          |     |     |               |   |          |    |    |                       |
| 3                         | 04/03/14   | DM   | DM  | REVISED LEASE EXHIBIT                 |  |      |      |    |       |             |   |          |    |    |                  |   |          |     |     |               |   |          |    |    |                       |

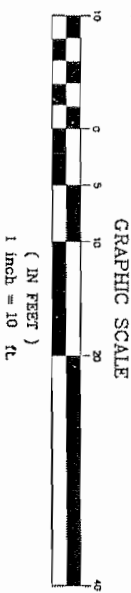


**LEASE EXHIBIT**

THIS LEASE PLAN IS DIAGRAMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

1  
L-2

**PARTIAL SITE PLAN**  
SCALE: 1" = 10'



CONSTRUCTION SERVICES OF BRANFORD, LLC

**BRIDGEPORT EAST**

380 HORACE STREET  
BRIDGEPORT, CT 06610

DATE: 09/20/13  
SCALE: AS SHOWN  
DWG NO.: 1127.000

SHEET NO.  
**L-2**

**CENITEK** engineering  
Centered on Solutions™

www.Cenitekng.com

(203) 488-0500  
(203) 488-6587 Fax  
63-2 North Branford Road, Branford, CT 06405

NO SCALE, DO NOT EX.

| REV. | DATE     | BY  | CHKD. | APP'D. | DESCRIPTION                             |
|------|----------|-----|-------|--------|---|
| 3    | 05/03/14 | DND | SPC   |        | REVISED LEASE DOCUMENT                  |
| 2    | 03/16/14 | KAK | DND   |        | LEASE EXHIBIT                           |
| 1    | 10/09/13 | DND | DND   |        | LEASE EXHIBIT                           |
| 2    | 09/20/13 | WJR | DND   |        | LEASE EXHIBIT - 65976 FOR CLIENT REVIEW |

**SCHEDULE A  
PROPERTY DESCRIPTION**

PARCEL ONE:

ALL THAT CERTAIN piece or parcel of land, with the buildings and other improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, shown and designated as Parcel B on a Survey prepared by Fuller & Co., dated January 10, 1967 entitled, "Plan of Property in Bridgeport, Conn. for D'Addario Construction Services", which map is on file in the Bridgeport Town Clerk's Office in Volume 33 at Page 8 of the Book of Maps and which plan was approved by the Planning Commission of the City of Bridgeport on February 4, 1974, and which property is more particularly described and bounded as follows:

NORTHERLY: by land now or formerly of The Germania Schwaben Singing Society, Inc., 300.00 feet;  
EASTERLY: by land formerly of D'Addario Construction Co., Inc., and now of Conco Medical Company, 362.00 feet;  
SOUTHERLY: by land now or formerly of Peter and Nina Kopernik, 67.76 feet;  
WESTERLY: by land now or formerly of Peter and Nina Kopernik, 10.76 feet;  
SOUTHERLY AGAIN: by land now or formerly of Peter and Nina Kopernik, land now or formerly of Irene Pistey Buckley, land now or formerly of Stephen and Joseph Pistey, and land now or formerly of Ernest Pistey, each in part, in all, 236.38 feet;  
WESTERLY AGAIN: by Horace Street, 349.93 feet.

PARCEL TWO:

ALL THAT CERTAIN piece or parcel of land, with all buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, shown as "Combined Parcels 'A'-'B'-'C'" on that certain map entitled, "Property Line & Topographic Map Land Now or Formerly of F. Francis D'Addario to be Conveyed to CONCO MEDICAL COMPANY, Coggswell Street & Asylum Street, Bridgeport, Connecticut", dated December 19, 1994 and revised February 4, 1985 and made by DeCarlo & Doll, Inc., Hamden, Connecticut, which map is on file in the Bridgeport Town Clerk's Office, said parcel being bounded as follows:

Commencing at a point marking the intersection of the easterly boundary line of the parcel herein described with the northerly street line of Coggswell Street, which point is 383.24 feet measured along the northerly street line of Coggswell Street on a course of N 56° 41' 40" West from the intersection of the westerly street line of Asylum Street and the northerly street line of Coggswell Street;

Thence running North 56° 41' 40" West 75.91 feet along Coggswell Street;  
Thence running North 38° 59' 10" West 274.47 feet along Coggswell Street;  
Thence running North 31° 46' 10" West 180.93 feet along Coggswell Street;

Thence running North 9° 46' 35" East 186.81 feet along land now or formerly of Peter and Nina Kopernik;  
Thence running North 78° 56' 43" West a distance of 14.77 feet along land now or formerly of Peter and Nina Kopernik;  
Thence running North 7° 59' 20" East 19.71 feet along land now or formerly of Peter and Nina Kopernik;  
Thence running North 10° 23' 57" East 362.0 feet along land now or formerly of Conco Medical Co., Inc.;

Thence running North 11° 17' 30" East 51.29 feet along land now or formerly of The Germania Schwaben Singing Society, Inc.;

Thence running North 44° 17' 40" West 174.64 feet along land now or formerly of The Germania Schwaben Singing Society, Inc.;

Thence running North 78° 42' 30" West 239.10 feet along land now or formerly of The Germania Schwaben Singing Society, Inc.;

Thence running North 14° 31' 40" East 31.16 feet along land now or formerly of Robert Miller and Virginia Miller;

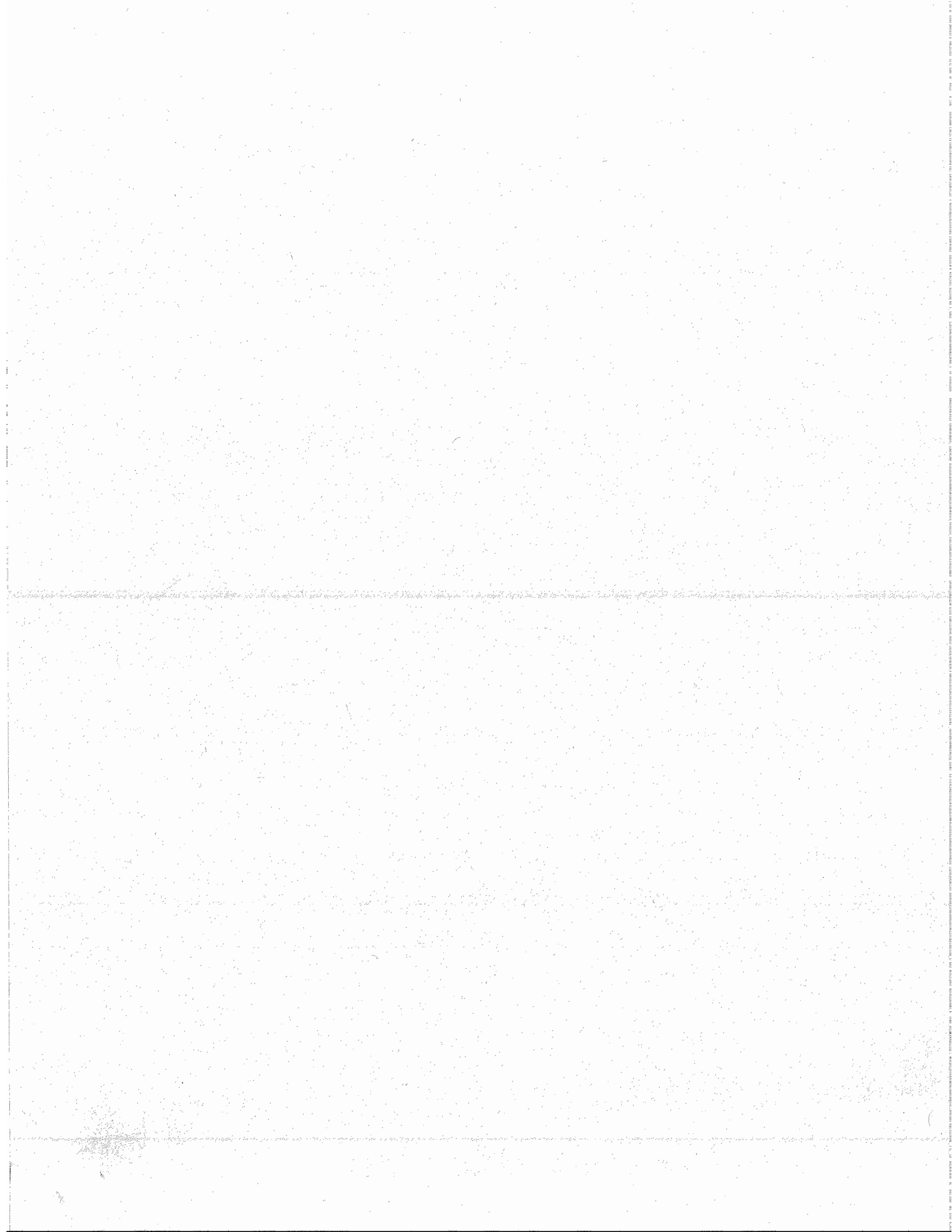
Thence running North 13° 57' 10" East 188.72 feet in part along land now or formerly of Robert Miller and Virginia Miller; in part along the easterly terminus of Kingsbury Road, and in part along land now or formerly of Mary Fiorito;

Thence running South 44° 17' 40" East 664.05 feet and South 78° 01' 20" East 485.00 feet along land now or formerly of the Remington Arms Company, Inc.;

Thence running South 12° 26' 50" West 532.06 feet along land now or formerly of the City of Bridgeport;

Thence running North 75° 20' 00" West 196.29 feet along land now or formerly of J. K. Realty Co.;

Thence running South 14° 40' 00" West 372.88 feet, in part along land now or formerly of J. K. Realty Co. and in part along other land of F. Francis D'Addario as shown on said map, to the point and place of beginning.



## FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement ("First Amendment") is made as of the 12th day of January, 2015 between MDL Realty, LLC of 39 Talcott Road, Rye Brook, New York 10573, hereinafter designated LESSOR and Construction Services of Branford, LLC of 63-3 North Branford Road, Branford, CT 06405, hereinafter designated LESSEE.

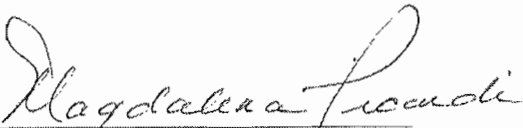
WHEREAS, LESSOR and LESSEE entered into a certain Land Lease Agreement dated June 16, 2014 (the "Lease"), for ground space located on a portion of LESSOR's property located at 380 Horace Avenue, Bridgeport, Connecticut (the "Property"), for the construction and operation of a communications facility (the "Facility"); and

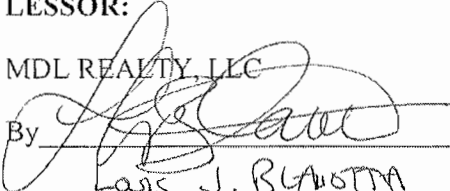
WHEREAS, LESSOR and LESSEE desire to amend the location of the Facility and the Land Space as defined in the Lease as reflected in Paragraph 1 of the Lease and as depicted on Exhibit "A" and Schedule "A" attached to the Lease.

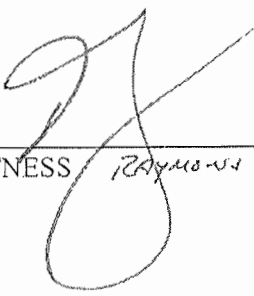
NOW THEREFORE, in consideration of the promises and intending to be legally bound hereby, LESSOR and LESSEE agree as follows:

1. LESSOR and LESSEE acknowledge and agree that Premises as defined in the Lease shall be substantially described in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on Tax Map Number 62 of the City of Bridgeport as Block 2050, Lot 39 and is further described in Deed Book 8483 at Page 256 as recorded in the Office of the Bridgeport Town Clerk. The Rights of Way is fifteen (15) feet wide and extends to Horace Street, as indicated on Exhibit "A" attached hereto. Exhibit "A" attached hereto shall replace and supersede Exhibit "A" attached to the Lease.
2. In the event of a conflict between the terms of the Lease and the terms of this First Amendment, the terms hereof shall control.
3. In all other respects, the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Land Lease Agreement as of the day and year first written above.

  
WITNESS Magdalena Picardi

**LESSOR:**  
MDL REALTY, LLC  
By   
Louis J. BLAWIE  
Date: 1-26-2015

  
WITNESS Raymond Leutley

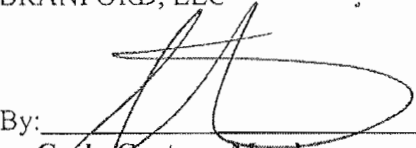
**LESSEE:**  
CONSTRUCTION SERVICES OF  
BRANFORD, LLC  
By:   
Carlo Centore, Member  
Date: 2/09/2015



Exhibit "A"





DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_

APPROPRIATE  
 1. LOCATION  
 2. HEIGHT  
 3. WEIGHT  
 4. VIBRATION  
 5. OTHER

REVISIONS  
 NO. DATE DESCRIPTION

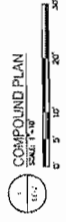
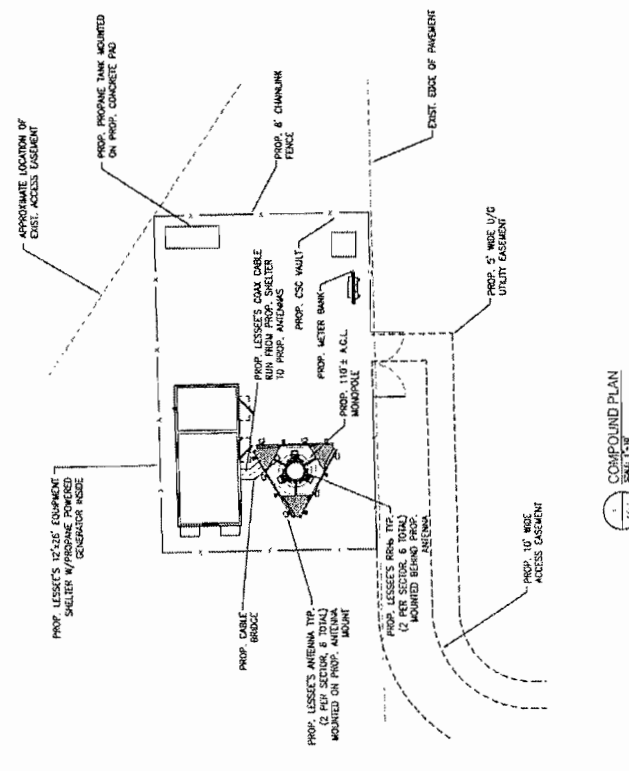
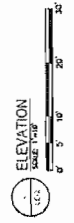
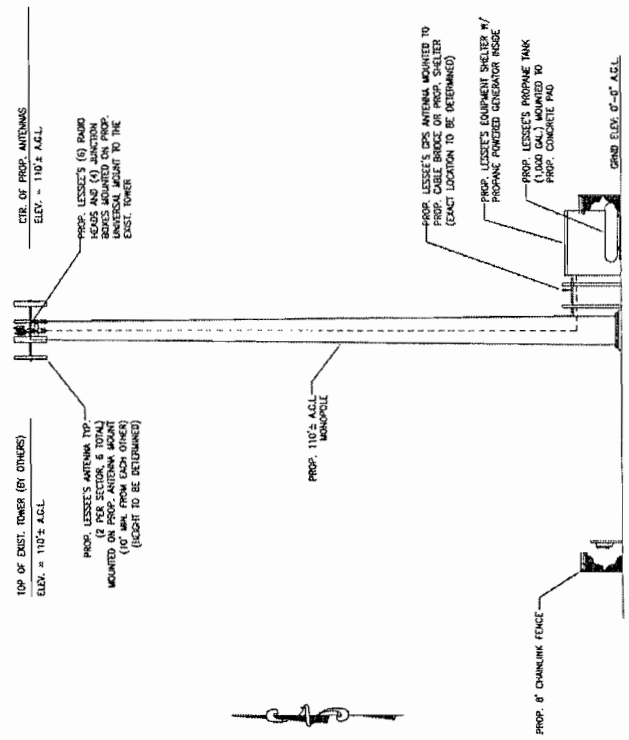
| SUBMITTALS |             |
|------------|-------------|
| 1. DRAWING | DATE: _____ |
| 2. _____   | DATE: _____ |
| 3. _____   | DATE: _____ |
| 4. _____   | DATE: _____ |
| 5. _____   | DATE: _____ |

360 HORACE ST  
 360 HORACE STREET NEW  
 BRIDGEPORT, CT 06610

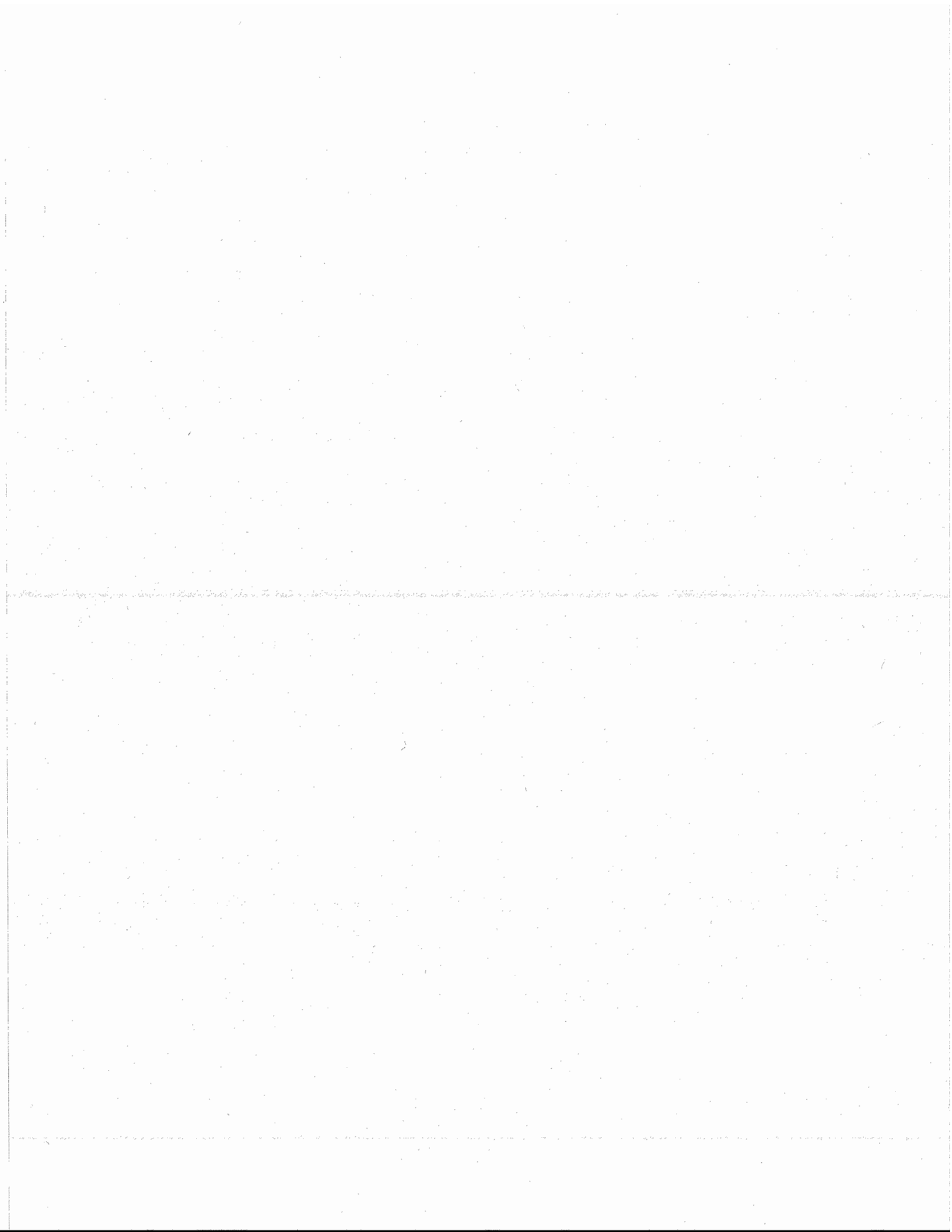
COMPOUND &  
 ELEVATION PLAN

LE-2

- NOTES**
1. FINAL UTILITY, CASE & EQUIPMENT LOCATIONS SUBJECT TO LANDLORD APPROVAL.
  2. FINAL UTILITY CONDUIT ROUTES TO BE DETERMINED BY THE LANDLORD.
  3. INSTALLATION OF CASE SHALL BE IN ACCORDANCE WITH LOCAL CODES AND SUBJECT TO LANDLORD'S APPROVAL.
  4. PROPOSED LESSEE'S SHELTER, POWERED GENERATOR, AND ANTENNAS ARE SUBJECT TO STRUCTURAL ANALYSIS AND BY ANALYSIS.
  5. POWER TELE/CO/CONDUITS TO FOLLOW I-MOBILE'S INSTALL TO REMAIN.



- NOTES**
1. LOCATION OF PROPOSED VERION EQUIPMENT SHELTER SHOWN IS ONLY APPROXIMATE. FINAL LOCATIONS ARE SUBJECT TO APPROVAL BY PERSON AND LOCATION.
  2. EQUIPMENT SPECIFICATIONS AND UTILITY REQUIREMENTS ARE SUBJECT TO TELCO AND POWER COMPANY REQUIREMENTS. BY FIELD CONDITIONS.
  3. SITE ACCESS FROM PUBLIC RIGHT OF WAY AS REQUIRED BY FIELD CONDITIONS.
  4. PROPOSED VERION EQUIPMENT SHOWN IS SUBJECT TO REF. AND STRUCTURAL ANALYSIS.



# Redacted Assignment and Assumption Agreement

Prepared by and return to:  
Farpon Towers, LLC  
1001 Third Avenue West, Suite 420  
Bradenton, FL 34205  
Attn: Todd Bowman

Tax Parcel ID: 2013099; 69-2801-29A

Site: CT1221 Bridgeport

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into as of June 16, 2017 (the "Effective Date"), by and between **Construction Services of Branford, LLC**, a Connecticut limited liability company ("Assignor") whose address is 974 Centre Road, Wilmington, DE 19805 and **Farpon Towers II, LLC**, a Delaware limited liability company ("Assignee") whose address is 1001 3<sup>rd</sup> Avenue West, Suite 420, Bradenton, FL 34205.

WHEREAS, Assignor is the lessor under that certain Tower Lease Agreement dated May 11, 2015, by and between Assignor and Celco Partnership d/b/a Verizon Wireless ("Lessee"), as amended and assigned, pursuant to which Assignor leases to the Lessee a portion of the property for the purposes of installing and operating a communications facility thereon (hereafter the "Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Lease (the "Assigned Lease") and Assignee has agreed to accept an assignment thereof; and

## OPERATIVE PROVISIONS

REDACTED for and in consideration of the sum of REDACTED  
tenants and conditions contained herein, as well as other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties  
hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.

2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Lease, together with any amendments to the Assigned Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Lease upon the terms and conditions set forth in the Assigned Lease.

3. Except as expressly set forth herein, the terms of the Assigned Lease shall remain in full force and effect, unaltered by this Assignment.

4. Assignor hereby covenants and agrees that the Assigned Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Assigned Lease. Assignor further covenants that it has full right and authority to execute and deliver this instrument. Assignor covenants that it is the lawful owner of the lessee's interest in the Assigned Lease and that no other party has any interest in or claim against the lessee's interest in the Assigned Lease, that Assignor has full right and authority to execute and deliver this instrument, and to assign the Assigned Lease to Assignee.

5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Lease, which Claims relate to the occurrence or non-occurrence of any event which post date the date of this Assignment.



6. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

7. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Assigned Lease is now fully paid and current.


8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single instrument.

*{Remainder of page intentionally left blank. Signatures and acknowledgments to follow.}*

Witnesses:

  
 Print Name: Raymond Levey  
  
 Print Name: Lev Mayzler


Assignor:  
**CONSTRUCTION SERVICES OF  
 BRANFORD, LLC**  
 a Connecticut limited liability  
 company

  
 Name: Carlo Centore  
 Its: Member

STATE OF CONNECTICUT  
 COUNTY OF NEW HAVEN

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 16th day of June, 2017, within my jurisdiction, the within named Carlo Centore, who acknowledged that he is sole member, of Construction Services of Branford, LLC, a Connecticut limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me.

NOTARIAL SEAL.

  
 Name: Lev Mayzler  
 Notary - State of CT  
 My Commission Expires: 12/31/17

**LEV MAYZLER**  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES DEC. 31, 2017

ASSIGNEE:  
Tarpon Towers II, LLC  
a Delaware limited liability company

Witnesses:

Rene D. Oberg  
Print Name: Rene D. Oberg


Joe Harte  
Print Name: Joe Harte

By: Brett Buggeln  
Name: Brett Buggeln  
As its: Chief Operating Officer

STATE OF FLORIDA  
COUNTY OF Manatee

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 19 day of June, 2017, within my jurisdiction, the within named Brett Buggeln, who acknowledged that he is Chief Operating Officer, of Tarpon Towers II, LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARIAL SEAL

 TODD J. BOWMAN  
MY COMMISSION # FF 122433  
EXPIRES: August 10, 2018  
Serving Your Budget History Services

Todd J. Bowman  
Name: Todd J. Bowman  
Notary State of Florida  
My Commission Expires: 8-10-18



## EXHIBIT "A"

### Property

That certain piece or parcel of land with the buildings and improvements situated thereon, located in the Towns of Bridgeport and Stratford, County of Fairfield and State of Connecticut and shown on Sheet 1 of 7 through Sheet 7 of 7 on a map entitled: "PROPERTY SURVEY OF PROPERTY LOCATED ON ASYLUM STREET & BROADBRIDGE AVENUE BRIDGEPORT & STRATFORD, CONN. PREPARED FOR SPORTING GOODS PROPERTIES, INC. SCALE: 1" = 100' PREPARED BY PLH/JVS CAD DWG: 7680-M01 DRAWN BY: PLH/JVS DATE: MAY 21, 1998 CHECKED BY: PLT" prepared by Kasper Group Inc. and being more particularly described as follows:

Beginning approximately at a G.E. Monument, which point marks the southwesterly most corner of the herein described parcel and the easterly corner of land now or formerly of the General Electric Co., thence N 32° 05' 24" E, a distance of 394.74 feet to a point; thence N 07° 15' 20" E, a distance of 288.85 feet to an iron pin in a monument; thence N 20° 48' 24" W, a distance of 59.96 feet to a U.M.C. Co. Monument; thence S 75° 19' 30" W, a distance of 410.48 feet to a point; thence S 55° 28' 30" W, a distance of 66.73 feet to a point; thence S 74° 11' 51" W, a distance of 33.04 feet to a point, the last six courses being along land now or formerly of the General Electric Co.; thence N 73° 33' 06" W, a distance of 258.00 feet along land now or formerly of Windabrae Associates; thence N 73° 21' 25" W, a distance of 55.70 feet to a point; thence N 73° 35' 19" W, a distance of 44.30 feet to a point; thence N 74° 36' 36" W, a distance of 128.79 feet to a point; thence N 75° 09' 01" W, a distance of 118.77 feet to a point; thence N 81° 15' 49" W, a distance of 55.87 feet to a point; thence N 76° 31' 15" W, a distance of 56.96 feet to a point, the last six courses being along land now or formerly of the City of Bridgeport; thence N 77° 40' 07" W, a distance of 485.00 feet to a point; thence N 43° 56' 27" W, a distance of 664.05 feet to a point; the last two courses being along land now or formerly of Conco Medical Co.; thence N 75° 41' 00" W, a distance of 52.98 feet along land now or formerly of Robert D., Jr. and Cynthia Miller; thence N 03° 16' 26" E, a distance of 162.25 feet along land now or formerly of Robert D., Jr. and Cynthia Miller, land now or formerly of Luis F. Rayes and Maria L. Marrero, and the easterly street line of Foster Square, in part by each, to a point; thence N 04° 47' 29" E, a distance of 213.52 feet along land now or formerly of Yvonne and Paul A. Washington and land now or formerly of Joseph R. and Katherine E. Lynch, in part by each, to a point; thence N 04° 12' 12" E, a distance of 461.74 feet along land now or formerly of Joseph R. and Katherine E. Lynch, the easterly street line of Alpine Road, land now or formerly of Edward C. Plavnicky, land now or formerly of Joseph C. and Mary Drurilla, Joseph C. Durilla Exec., the easterly street line of Nelson Terrace, land now or formerly of Elizabeth V. Memoli and land now or formerly of Daniel Mendez, in part by each, to a point; thence S 83° 40' 01" E, a distance of 265.64 feet along land now or formerly of Daniel Mendez, land now or formerly of Frank J. and Margaret L. Grabiec, land now or formerly of Helen S. Kolton and John Andrew Bacher and land now or formerly of Anna Demchak, in part by each, to a point; thence N 89° 37' 09" E, a distance of 46.14 feet along land now or formerly of Anna Demchak to a point; thence S 87° 30' 11" E, a distance of 104.49 feet along land now or formerly of Anna Demchak and land now or formerly of Janet Crockett, in part by each, to a point; thence S 84° 03' 31" E, a distance of 569.14 feet along land

EXHIBIT "A" (cont.)

Property

now or formerly by Janet Crockett and land now or formerly of North Nob Hill Corp., in part by each, to a point; thence N 15° 32' 01" W, a distance of 59.20 feet to a point; thence N 54° 23' 59" E, a distance of 92.42 feet to a point; thence N 27° 49' 59" E, a distance of 68.83 feet to Remington Monument M-24; thence N 05° 51' 59" E, a distance of 100.50 feet to Remington Monument M-25; thence N 05° 00' 01" W, a distance of 100.40 feet to Remington Monument M-26; thence N 14° 57' 01" W, a distance of 103.58 feet to Remington Monument M-27; thence N 05° 17' 59" E, a distance of 100.40 feet to Remington Monument M-28; thence N 11° 02' 59" E, a distance of 137.48 feet to Remington Monument M-29; thence S 83° 57' 01" E, a distance of 87.46 feet to Remington Monument M-30; thence N 04° 27' 01" W, a distance of 174.56 feet to Remington Monument M-31; thence N 00° 40' 01" W, a distance of 97.09 feet to a point; thence N 00° 41' 41" W, a distance of 398.12 feet to Remington Monument M-32; thence N 33° 07' 21" W, a distance of 7.84 feet to a point, the last thirteen courses being along land now or formerly of North Nob Hill Corp.; thence N 81° 33' 17" E, a distance of 312.21 feet along land now or formerly of Erich and Joan Keller, land now or formerly of Dean M. and Sandra M. D'Andrea, land now or formerly of George and Veronica Firer, land now or formerly of Richard T. and Susan M. Cannone, in part by each, to a point; thence N 81° 37' 56" E, a distance of 107.71 feet along land now or formerly of Joseph S. and Evelyn W. Marciniyk to a point; thence N 81° 30' 21" E, a distance of 170.60 feet along land now or formerly of Sporting Goods Properties Inc. to a point; thence N 81° 37' 44" E, a distance of 34.89 feet along land now or formerly of Charles A., Fay C., Charlene B. and Mary Ann Nixon to a point; thence N 81° 33' 32" E, a distance of 367.50 feet along land now or formerly of William H. Tisdale, land now or formerly of Mildred Memoli and land now or formerly of Pasquale J. and Helen D'Amico, in part by each, to a Remington Monument; thence N 05° 26' 28" E, a distance of 163.30 feet along land now or formerly of Pasquale J. and Helen D'Amico and land now or formerly of Eleuterio and Victoria Garcia, in part by each, to a point; thence N 00° 12' 48" W, a distance of 113.43 feet along land now or formerly of Eleuterio and Victoria Garcia, land now or formerly of Julius Anthony Giliotti, et. al., and land now or formerly of Eileen S. Dibecelle, in part by each, to a Remington Monument; thence N 05° 49' 27" E, a distance of 180.20 feet along land now or formerly of Eileen S. Dibecelle, land now or formerly of Matthew Melisi and Katherine M. Filanowski and land now or formerly of Edger J. and Michelle C. Ruiz, in part by each, to a point; thence N 19° 00' 34" E, a distance of 131.92 feet along land now or formerly of Edgar J. and Michelle C. Ruiz to an iron pin; thence N 22° 04' 36" W, a distance of 30.86 feet along land now or formerly of Peter L. D'Amato to a point; thence S 70° 38' 01" E, a distance of 89.01 feet to a Remington Monument; thence N 19° 23' 40" E, a distance of 576.81 feet to a point; thence along the arc of a curve to the right having a delta angle of 34° 37' 45", radius of 178.50 feet, length of 107.88 feet and a chord of N 35° 42' 46" E, a distance of 106.25 feet to a point; thence N 54° 01' 52" E, a distance of 745.54 feet to a point; thence along the arc of a curve to the left having a delta angle of 25° 36' 17", radius of 360.08 feet, length of 160.91 feet, a chord of N 41° 15' 02" E, a distance of 159.58 feet to a point; thence N 28° 28' 10" E, a distance of 338.18 feet to a point; thence along the arc of a curve to the right having a delta angle of 44° 10' 03", radius of 248.82 feet, length of 191.58 feet, and chord of N 50° 32' 58" E, a distance of 186.87 feet to a point; thence N 72° 37' 44" E, a distance of 185.69 feet to a point; thence N 17° 32' 44" E, a distance of 6.63 feet to Remington Monument M-48, the last nine courses being along the easterly street line of Evers Street; thence N 69° 54' 46" E, a distance of 34.18 feet to a point; thence N 71° 12' 36" E, a distance of 96.10 feet to a point; thence S 77° 44' 44" E, a distance of 85.61 feet to Remington Monument M-70; thence N 80° 27' 16" E, a distance of 94.07 feet to a point; thence N 67° 35' 26" E, a distance of 32.94 feet to a point; thence N

EXHIBIT "A" (cont.)

Property

52° 13' 36" E, a distance of 4.92 feet to the Bridgeport/Stratford town line, the last six courses being along land now or formerly of Jacob Mellitz, Trustee, et. al., thence N 53° 20' 00" E, a distance of 7.00 feet to a point; thence N 51° 11' 00" E, a distance of 34.00 feet to a point; thence N 48° 26' 00" E, a distance of 37.40 feet to a point; thence N 44° 17' 00" E, a distance of 44.00 feet to a point; thence N 41° 53' 00" E, a distance of 45.60 feet to a point; thence N 43° 51' 00" E, a distance of 68.51 feet to a point; thence N 46° 56' 00" E, a distance of 39.57 feet to Remington Monument M-55; thence S 87° 51' 43" E, a distance of 34.59 feet to Remington Disk M-55, the last eight courses being along the southerly line of Evers Lane; thence S 05° 50' 11" E, a distance of 388.79 feet to Remington Monument M-57; thence S 43° 46' 02" E, a distance of 439.42 feet to Remington Monument M-58; thence S 43° 46' 02" E, a distance of 439.42 feet to Remington Monument M-58; thence S 43° 49' 02" E, a distance of 173.89 feet to a point; thence S 84° 41' 02" E, a distance of 223.39 feet to Remington Monument M-60; thence S 66° 21' 22" E, a distance of 210.85 feet to a Remington Monument; thence S 48° 05' 22" E, a distance of 149.88 feet to a Remington Monument; thence S 53° 46' 02" E, a distance of 50.29 feet to a point; thence S 56° 40' 02" E, a distance of 110.20 feet to a point; thence S 46° 15' 52" E, a distance of 158.85 feet to a point; thence S 10° 40' 42" E, a distance of 39.68 feet to a point; thence S 00° 44' 58" W, a distance of 173.61 feet to a point; thence S 06° 33' 02" E, a distance of 20.45 feet to a point; thence S 26° 58' 52" E, a distance of 18.48 feet to a point; thence S 44° 25' 52" E, a distance of 117.73 feet to Remington Monument M-70; thence S 45° 33' 59" E, a distance of 400.16 feet to a point, the last fifteen courses being along the westerly street line of Broadbridge Avenue; thence S 19° 49' 36" W, a distance of 422.46 feet to a point; thence S 19° 22' 21" W, a distance of 447.08 feet to a point; thence S 19° 01' 14" W, a distance of 486.79 feet to a point; thence S 18° 32' 20" W, a distance of 133.89 feet to a point; thence S 14° 16' 28" W, a distance of 133.34 feet to a point; thence S 74° 38' 03" E, a distance of 28.32 feet to a point; thence S 14° 08' 32" W, a distance of 142.76 feet to a point; thence S 15° 53' 26" E, a distance of 31.34 feet to a point; thence S 08° 15' 22" W, a distance of 43.33 feet to a point; thence S 17° 23' 32" W, a distance of 65.41 feet to a point; thence S 08° 12' 37" W, a distance of 643.57 feet to a Remington Arms Company Monument, the last eleven courses being along land now or formerly of Dictaphone Corp. (U.S.); thence S 10° 34' 57" E, a distance of 290.41 feet along land now or formerly of Andrew J. Vitka, land now or formerly of Michelle F. Rosario and land now or formerly of Raymond G. Kane, in part by each, to a point; thence S 68° 54' 27" W, a distance of 48.40 feet along land now or formerly of George E. and Claire T. Venables to a point; thence S 71° 54' 08" W, a distance of 49.35 feet along the northerly street line of Stoney Brook Road, to a Remington Arms Company Monument; thence S 75° 20' 23" W, a distance of 39.20 feet to a point; thence S 82° 03' 56" W, a distance of 24.07 feet to a point, the last two courses being along land now or formerly of Michael G. and Vicki L. Bonner; thence S 76° 22' 03" W, a distance of 32.97 feet along land now or formerly of Richard W. and Lynn Cook to the Stratford/Bridgeport town line; thence S 82° 38' 59" W, a distance of 132.33 feet along land now or formerly of Richard W. and Lynn Cook to a point; thence S 88° 06' 43" W, a distance of 62.21 feet along land now or formerly of Billy T. and Seflin Lee to a Remington Arms Company Monument; thence S 86° 18' 03" W, a distance of 108.71 feet along land now or formerly Billy T. and Seflin Lee, land now or formerly of Hugo Harris and land now or formerly of the Estate of Helen E. Wasko, Barbara A. Wasko, Administrator, in part by each, to a point; thence S 85° 05' 43" W, a distance of 37.81 feet along land now or formerly of the Estate of Helen E. Wasko, Barbara A. Wasko, Administrator to a point; thence S 83° 46' 43" W, a distance of 108.12 feet along land now or formerly of the Estate of Helen E. Wasko, Barbara A. Wasko, Administrator, and land now or formerly of Hugo Harris, in part by each, to a point; thence S 84° 56' 33" W, a distance of 188.23

EXHIBIT "A" (cont.)

Property

feet along land now or formerly of Hugo Harris, land now or formerly of Ronald J. and Lucille M. Demers and land now or formerly of Blanche I. Emerson, in part by each, to a point; thence S 29° 37' 20" W, a distance of 22.60 feet along land now or formerly of Blanche I. Emerson to a point; thence N 67° 33' 58" W, a distance of 400.30 feet along land now or formerly of the City of Bridgeport to U.M.C. Company Monument; thence S 66° 08' 38" W, a distance of 1254.59 feet along land now or formerly of the City of Bridgeport, land now or formerly of the Housing Authority of the City of Bridgeport and land now or formerly of the Kennedy Center, Inc., in part by each, to a point; thence S 70° 15' 53" W, a distance of 791.31 feet along land now or formerly of the Kennedy Center, Inc. and land now or formerly of the City of Bridgeport Dinan Center Property, in part by each, to a point; thence S 20° 29' 30" E, a distance of 139.49 feet to a point; thence S 05° 29' 32" W, a distance of 387.59 feet to a point; thence S 33° 06' 22" W, a distance of 351.71 feet to a G.E. Monument, the last three courses being land now or formerly of the City of Bridgeport Dinan Center Property; thence N 73° 42' 05" W, a distance of 63.60 feet to a G.E. Monument; thence N 72° 32' 37" W, a distance of 136.37 feet to a G.E. Monument which monument marks the point or place of beginning, the last two courses being along land now or formerly of the General Electric Company.

LESS AND EXCEPT that portion of property conveyed to Town of Stratford from Sporting Goods Properties, Inc., a Delaware corporation by Statutory Warranty Deed dated June 22, 2001 and recorded August 15, 2001 in Deed Book 1767, Page 065.

AND BEING the same property conveyed to Remington Arms Company, Inc. from The Remington Arms Union Metallic Cartridge Company, Incorporated, a corporation by Warranty Deed dated July 27, 1922 and recorded August 22, 1922 in Deed Book 499, Page 575.

Tax Parcel Nos. 20/13/9/9, 69-2801-39A