

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC AND
NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION, MAINTENANCE, AND
OPERATION OF A TELECOMMUNICATIONS
FACILITY AT 183 SOUNDVIEW LANE,
TOWN OF NEW CANAAN, CONNECTICUT

DOCKET NO. 487

February 11, 2020

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE
OF THE EXACT MONTHLY RENT IN THE LEASE AGREEMENT BETWEEN
HOMELAND TOWERS, LLC AND LESSOR

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



Lucia Chiochio, Esq.
Cuddy & Feder LLC
Attorneys for the Applicants

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DOCKET NO. 487

February __, 2020

PROTECTIVE ORDER

WHEREAS, the financial provisions in the lease agreements between Keith S. and Marina O. Richey (the "Landlord") and Homeland Towers, LLC ("Homeland") (the "Tenant") is proprietary, confidential and commercially valuable information ("Confidential Information");

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

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

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

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

1. The Confidential Information shall be governed by the terms of this Order.
2. The Confidential Information is proprietary, confidential and constitutes trade secrets.

3. The Confidential Information shall be given solely to the Siting Council and its staff and the Siting Council and its staff shall take all reasonable precautions to maintain the confidentiality of the Confidential Information.

4. The Confidential Information is subject to this Order and shall in no event be disclosed to any person or entity.

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

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

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

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

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

CONNECTICUT SITING COUNCIL

By: _____

Dated: _____, 2020

SITE NO.: CT027
SITE NAME: New Canaan North East
LESSOR: Keith and Marina Richey
LEASE NO.:

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this 13 day of December 2017 (the "Effective Date") by and among KEITH S. RICHEY and MARINA O. RICHEY, as individuals, ("LESSOR") and HOMELAND TOWERS, LLC, a New York limited liability company, ("LESSEE").

Recitals

- A. WHEREAS, LESSOR is the owner of the following described property located at 183 Soundview Lane, Town of New Canaan, Fairfield County, State of Connecticut, a legal description of which is set forth in Exhibit "A" hereto (the "Property"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of LESSEE's equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and
- C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

Agreement

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

1. Option to Lease. (a) In consideration of the payment [REDACTED] by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twenty-four (24) months, commencing upon the date of mutual execution of this Agreement and ending twenty-four (24) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the Option for one (1) additional twelve (12) month periods (each, an "Extension Period") by giving written notice to LESSOR prior to the end of the then-current Option Period, which notice shall be accompanied by an additional option fee payment [REDACTED]. As used herein, "Option Period" means the Initial Option Period and any applicable Extension Period(s).

(b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing.

(c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

2. Premises. Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and maintenance of LESSEE's Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement and depicted on the site plan/drawing attached hereto as Exhibit "B" (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises, located at 183 Soundview Lane, New Canaan, Connecticut, is comprised of approximately Two Thousand Three Hundred Ten (2,310) square feet of ground space in a parcel 23'-6" x 85' in dimension adjacent and contiguous to a Drainage Easement which burdens the Property as shown on New Canaan Map No: 5336. LESSEE's Leased Premises consists of a bump out lease area of approximately Two Hundred Eighty-Eight square feet of ground space in a parcel 30' x 9'-6" in dimension to accommodate LESSEE's tower foundation. LESSEE shall not install any equipment within this bump out area.

3. Permitted Use. (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, towers, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "Permitted Use"). Notwithstanding anything in this Agreement to the contrary, no tower exceeding ninety feet (90') in height, including concealment materials, such height excluding lightning rod, shall be constructed on the Leased Premises without the LESSOR'S prior written consent. Any tower constructed must use concealment technology in the form of a "faux" evergreen tree native to Southern Connecticut with three (3) "faux" branches and foliage per foot to conceal all external antenna, panels, trays, cables, support rods, crossbars, port holes, splitters, couplers and attenuators and any other equipment external to the tower mast, which shall be painted or have applied material to simulate tree bark indigenous to the area. "Faux" branches shall commence at 20 feet AGL and surround the tower in a multi-dimensional pyramid shape pattern to the top of the tower, with branches and foliage material in length, width and depth sufficient to obscure physical view of the tower, antenna elements and brackets. LESSEE's subcontractors, licensees, and customers shall use antenna wraps/socks on all panel antennas and shall not permit installation of RRUs, RACAPs or any other non-panel type antenna or other equipment without first demonstrating to LESSOR the concealment elements that will be used for such antenna types. LESSEE shall provide design sketches to LESSOR in advance of construction or any modification/replacement/addition for prior approval by LESSOR of the concealment technology meeting the above parameters at a minimum, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; (iii) appointing LESSEE as its agent for all conditional use permit and variance applications, including executing any documents or applications reasonably necessary thereto; (iv) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3.

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

(d) In addition to the provisions of Section 10 below, prior to LESSEE's construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

4. Term. (a) The initial term of this Agreement ("Initial Term") shall be [REDACTED], commencing on the date of LESSEE's exercise of the Option (the "Commencement Date"). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for five (5) additional five (5) year renewal terms (each, a "Renewal Term"), and collectively, the "Renewal Terms"). Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. As used herein, "Term" means the Initial Term and any applicable Renewal Term(s). If LESSEE fails to exercise its right to renew either after the Initial Term or any Renewal Term, then LESSEE shall be obligated to remove the Telecommunications Facility as provided in Section 10 below.

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is six (6) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If,

at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

5. Rent.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Interference. Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSEE's initial use thereof as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Construction of Improvements. (a) From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any or all of the Telecommunications Facilities, subject to the limitations in subsection (b) below. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) The Telecommunication Facilities shall be initially configured as generally set forth in Exhibit "C," hereto (the "Site Plan"). LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term, but shall not exceed the elevation of 90' AGL including concealment materials but excluding lightning rod, nor exceed or relocate from the 23'-6" x 85' dimensions of the Leased Premises with the exception of the bump out area for tower foundation.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities.

(d) LESSEE shall be required, prior to the Rent Commencement Date, to furnish a performance bond or irrevocable letter of credit naming LESSOR as beneficiary, [REDACTED] which shall provide language, inter alia, stating it is for the purpose of assuring the removal of the Telecommunications Facilities in the event of termination of this Lease for any reason. LESSOR's Bond shall be renewed annually during the term of the Lease and failure to renew shall constitute a default hereunder. In the event LESSEE must provide a bond or irrevocable letter of credit to any federal, state, local government and/or regulatory entities to obtain requisite Governmental Approvals for the same purpose and in the same amount at a minimum, LESSOR's Bond requirement shall not apply.

8. Access. (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (LESSEE's "Access Rights") as depicted on Exhibit "C" (the "Access Path"). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, parking rights, and (ii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them over and through the Access Path.

(b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Telecommunications Facilities are being constructed, LESSOR grants to LESSEE and its Customers the right to temporarily use such portions of the Property and the Adjacent Property as are reasonably required for the construction and installation of the Telecommunications Facilities, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property and, to the extent reasonably required, the Adjacent Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property and/or Adjacent Property as are reasonably necessary for the temporary storage of construction materials and equipment during construction. As used herein, "Adjacent Property" means other real property owned by LESSOR that is contiguous to, surrounds, or in the immediate vicinity of the Property.

9. Utilities. (a) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify utilities at the Leased Premises (including, without limitation, telephone service, telecommunications lines (including, fiber) and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

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

(c) In the event LESSEE or any sublessee or tenant desires to install a backup generator on the Leased Premises, such generator at a minimum must be water cooled with noise suppression components such that measured sound at LESSOR's residence structure located approximately 176' away from the Lease Premises shall not exceed 40 dBA when the generator is operating and 20 dBA when the generator is not operating. Any generator not meeting those requirements shall not be installed without the prior written consent of LESSOR. Sound mitigation measures must be in place to achieve no more than 40 dBA sound levels measured at LESSOR's residence structure from the Leased Premises when the generator is operating and 20 dBA for all equipment other than the generator. Any air conditioners or generators must be installed within an equipment shelter; ventilation openings should be installed with cowling silencers designed to reduce the sound to 40 dBA at the perimeter of the Leased Premises and 20 dBA at LESSOR's residence structure (except as provided above for operating generators). All noise generating equipment should be further shielded using the benefit of barrier material on the fence. Low noise blowers must be installed on the HVAC units to reduce their sound behind a sound-baffling fence.

10. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months; and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party's receipt of the other party's written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE. Upon any such termination, LESSEE shall cause removal of the Telecommunications Facility within sixty (60) days of termination and restoration of the Leased Premises to its natural state as existed prior to the commencement of this Lease Agreement (including restoration of elevation/grade, return of ground material and restoration of any vegetation). LESSEE shall remove the tower foundation and footings, if any, down to at least twelve inches below grade.

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

11. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate jurisdiction (each, an "Act of Condemnation"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this

Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Indemnification. Subject to the provisions of Section 14 below, LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against (1) any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of LESSEE and LESSEE's agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSEE Parties") occurring in or about the Premises or the Property; and (2) any claims (including reasonable attorneys' fees, costs and expenses incurred in defending such claims), losses, damages and liabilities directly resulting from any litigation or administrative proceeding commenced by any third party, public or private, against LESSOR as a result of (i) the proposed Permitted Use, or (ii) the proceedings before the Town of New Canaan and Connecticut Siting Council associated with the Permitted Use (each, a "Permitting Challenge"); provided, however, that (a) LESSEE shall have the sole right to determine whether to litigate or otherwise oppose any Permitting Challenge(s) or whether to withdraw any application(s) associated therewith, and (b) such indemnification shall not apply in the case of any failure on the part of LESSOR to timely and fully perform or comply with any of the terms, provisions or conditions of this Lease. LESSOR shall defend (with counsel reasonably acceptable to LESSEE), indemnify, and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

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

14. Insurance. (a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: [REDACTED]

cost for all of LESSEE's equipment located at the Leased Premises (collectively, the "LESSEE Policies"). The foregoing limits of liability may be met by a combination of primary and excess/umbrella liability coverage. LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR's written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR's request.

(b) LESSEE hereby releases and holds harmless LESSOR and the LESSOR Parties, and LESSOR hereby releases and holds harmless LESSEE and the LESSEE Parties, from and against any personal injury/death occurring at the Premises and/or the Property that results from risks insured against under any insurance policy(s) carried by such party that are in force at the time of any such injury or damage. LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies referenced in this Section 14 to include a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. The

waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

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

15. Taxes. LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon, and LESSEE shall be responsible, to the extent applicable, for any and all personal property taxes, assessments, and similar charges attributable to LESSEE's equipment and other property owned by LESSEE located at the Leased Premises, and LESSEE shall reimburse LESSOR for any increase in real property taxes associated with an increase in the real property assessment of LESSOR's master parcel directly resulting from the installation of the Telecommunications Facility.

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

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

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that LESSOR shall not itself operate wireless transmission telecommunications facilities on the Property, or any portion thereof, nor will LESSOR grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of transmitting antenna and/or telecommunications facilities.

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

If to LESSEE, to:
Homeland Towers, LLC
Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810
Telephone: 203-297-6345

With a copy to:
InSite Wireless Group, LLC
Attn: General Counsel
260 Newport Center Drive, Suite 421
Newport Beach, CA 92660
Attn: Legal Department
Telephone: (949) 999-3319
Facsimile: (949) 999-3359

Telephone:
Facsimile:
If to LESSOR, to:
Keith Richey
183 Soundview Lane
New Canaan, CT 06840
Telephone: 203-449-7327
Facsimile: _____

With a copy to:
Radiotvlaw Associates, LLC
4101 Albemarle St NW #324
Washington, DC 20016-2151
Telephone: 202-681-2201
Facsimile: 484-423-0829

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

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

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

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

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

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

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). As of the Effective Date of this Agreement, notices to LESSEE's lender are to be addressed to:

Goldman Sachs Specialty Lending Group, LP,

ATTN: InSite Account Manager, 6011 Connection Drive, Irving, TX 75039

or to such other address/and or lender as may be specified by LESSEE from time to time during the Term hereof.

LESSOR further agrees that no default shall be deemed to have occurred under this Agreement unless LESSOR gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall be construed as obligating LESSEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

19. Assignment and Subletting.

20. Right of First Refusal. If during the term of this Agreement, LESSOR receives a bona fide offer ("Bona Fide Offer") from a third party to lease or purchase (a) an interest in all or a portion of the Property whether in fee, by grant of easement, or otherwise; (b) LESSOR's interest under this Agreement including, but not limited to, LESSOR's rights to receive rents hereunder, and/or (c) the right to enter into an option, lease, or easement after the term of this Agreement that LESSOR is willing to accept (individually and collectively, the "Property Interest"), LESSEE shall have the right of first refusal ("Right of First Refusal") to so acquire the Property Interest that is the subject of the Bona Fide Offer. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer, and LESSEE shall have thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect to the Property Interest that is the subject thereof. If LESSEE exercises its right to purchase the subject Property Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, this Agreement shall remain in full force and effect, and such Right of First Refusal shall lapse with respect to the Bona Fide Offer, but not with respect to any subsequent Bona Fide Offer(s), if LESSOR fails to convey the Property Interest that is the subject thereof to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty (180) days of the date of LESSEE's waiver of such Right of First Refusal.

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

(b) Intentionally omitted.

(c) Upon the request of LESSEE, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as Exhibit "D" (the "Memorandum"). LESSEE shall cause the Memorandum to be recorded, at LESSEE's sole cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the "Leased Premises Legal Description"), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS.]

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

KEITH S. RICHEY
("LESSOR")

By: Keith S. Richey
Name: Keith S. Richey
Title: Owner
Date: December 13, 2017



Signed, sealed and delivered in the presence of:

Raymond Vergati
Print Name: Raymond Vergati

Christine Vergati
Print Name: Christine Vergati

MARINA O. RICHEY
("LESSOR")

By: Marina O. Richey
Name: MARINA O. Richey
Title: owner
Date: Dec. 13th, 2017

Signed, sealed and delivered in the presence of:

Raymond Vergati
Print Name: Raymond Vergati

Christine Vergati
Print Name: Christine Vergati

HOMELAND TOWERS, LLC
("LESSEE")

By: [Signature]
Name: Manuel J. Vicente
Title: President
Date: 12-12-17

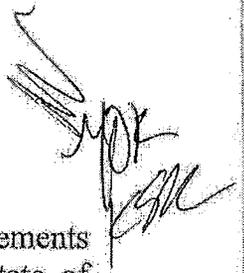
Signed, sealed and delivered in the presence of:

Rebecca Hale
Print Name: Rebecca Hale

Christine Vergati
Print Name: Christine Vergati

EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY



ALL THAT CERTAIN piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of New Canaan, County of Fairfield, and State of Connecticut, containing in area 4.051 acres, known and designated as Lot 74 on a certain map entitled, "Resubdivision Map Prepared for John P. Cretella, New Canaan, Connecticut", now on file in the New Canaan Town Clerk's Office as Map No. 5336, reference thereto being had, said lot being bounded:

- NORTHERLY: 704.32 feet by land now or formerly of Saint Lukes Foundation, Inc.;
- SOUTHEASTERLY: 589.16 feet; and
- SOUTHERLY: 297.30 feet, all by land now or formerly of William G. Davis, Jr. and Sandra S. Davis, being shown as Lot 75 on said map; and
- WESTERLY: 350.00 feet by Soundview Lane.

EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT
DEPICTION/DESCRIPTION/SITE PLAN OF LEASED PREMISES¹

 X The Leased Premises includes ground space.

 The Leased Premises includes rooftop space.

A 23'-6" x 85' (2,000sq. ft.) lease area for the installation of a free-standing (monopole) communication tower along with a bump out lease area of approximately Two Hundred Eighty-Eight square feet of ground space in a parcel 30' x 9'-6" in dimension to accommodate LESSEE's tower foundation. Said Leasehold Estate being more particularly described by the following description:

**Metes and bounds description of Leasehold Estate area to be inserted
once a land survey has been completed**

[SEE ATTACHED 3 PAGES]

¹ LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the "Leased Premises Legal Description"). Effective on the date of LESSEE's delivery of the Leased Premises Legal Description to LESSOR, such Legal Description shall replace the text of this Exhibit.



ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT283450

LE-1

SCALE: AS NOTED

DRAWN BY: CSH

DATE: 08/16/17

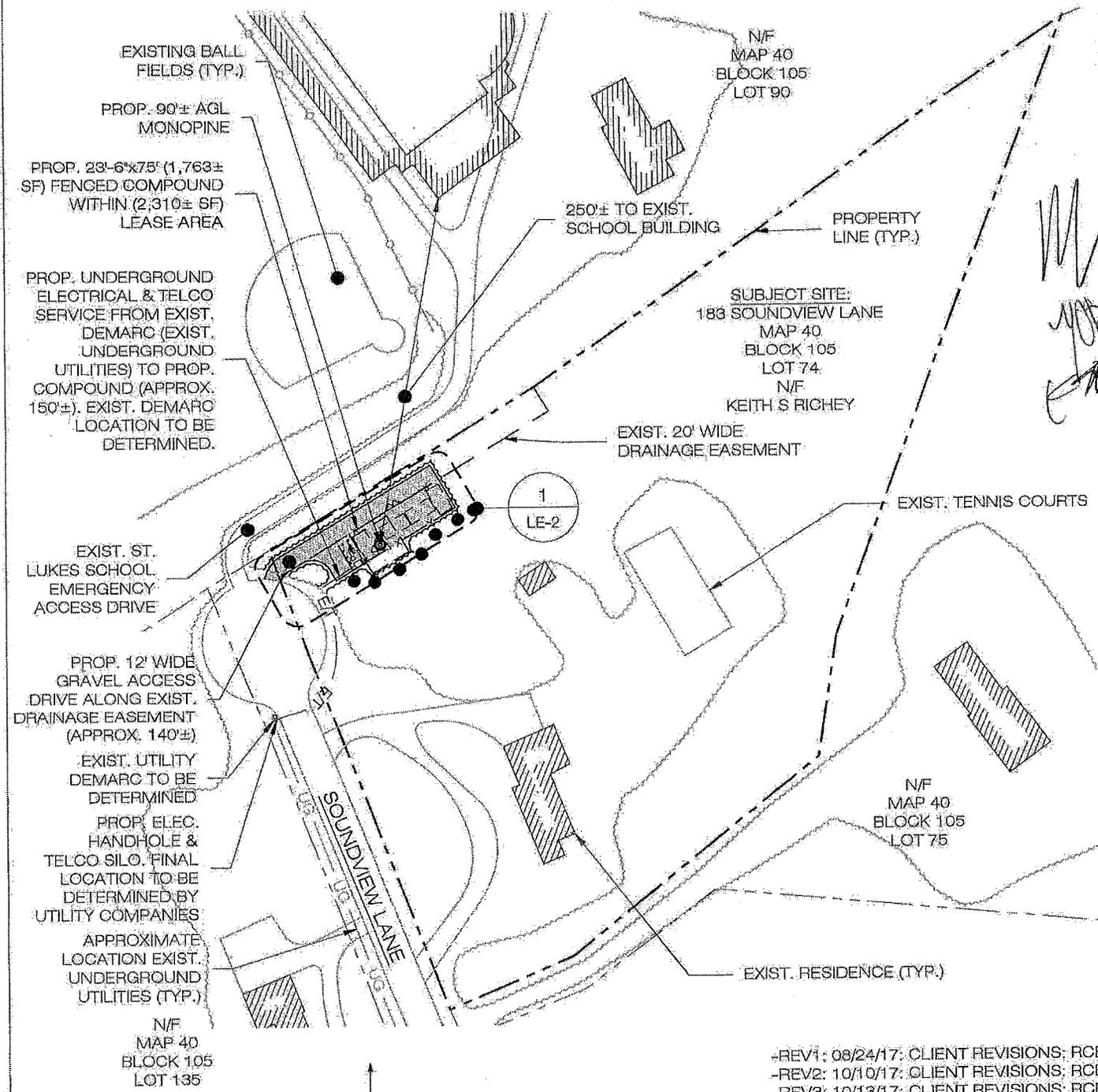
CHECKED BY: RCB



HOMELAND TOWERS
9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810

HOMELAND TOWERS:
NEW CANAAN NORTHEAST:
CT027

NEW CANAAN NORTHEAST:
CT027
183 SOUNDVIEW LANE
NEW CANAAN, CT 06840



Handwritten signature and initials

- REV1: 08/24/17: CLIENT REVISIONS: RCB
- REV2: 10/10/17: CLIENT REVISIONS: RCB
- REV3: 10/13/17: CLIENT REVISIONS: RCB
- REV4: 10/18/17: CLIENT REVISIONS: RCB
- REV5: 11/16/17: CLIENT REVISIONS: RCB
- REV6: 12/11/17: CLIENT REVISIONS: RCB

1 SITE PLAN
LE-1 SCALE: 1" = 100'-0"

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



ALL-POINTS
TECHNOLOGY CORPORATION

9 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTS TECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT283450

LE-2

SCALE: AS NOTED

DRAWN BY: CSH

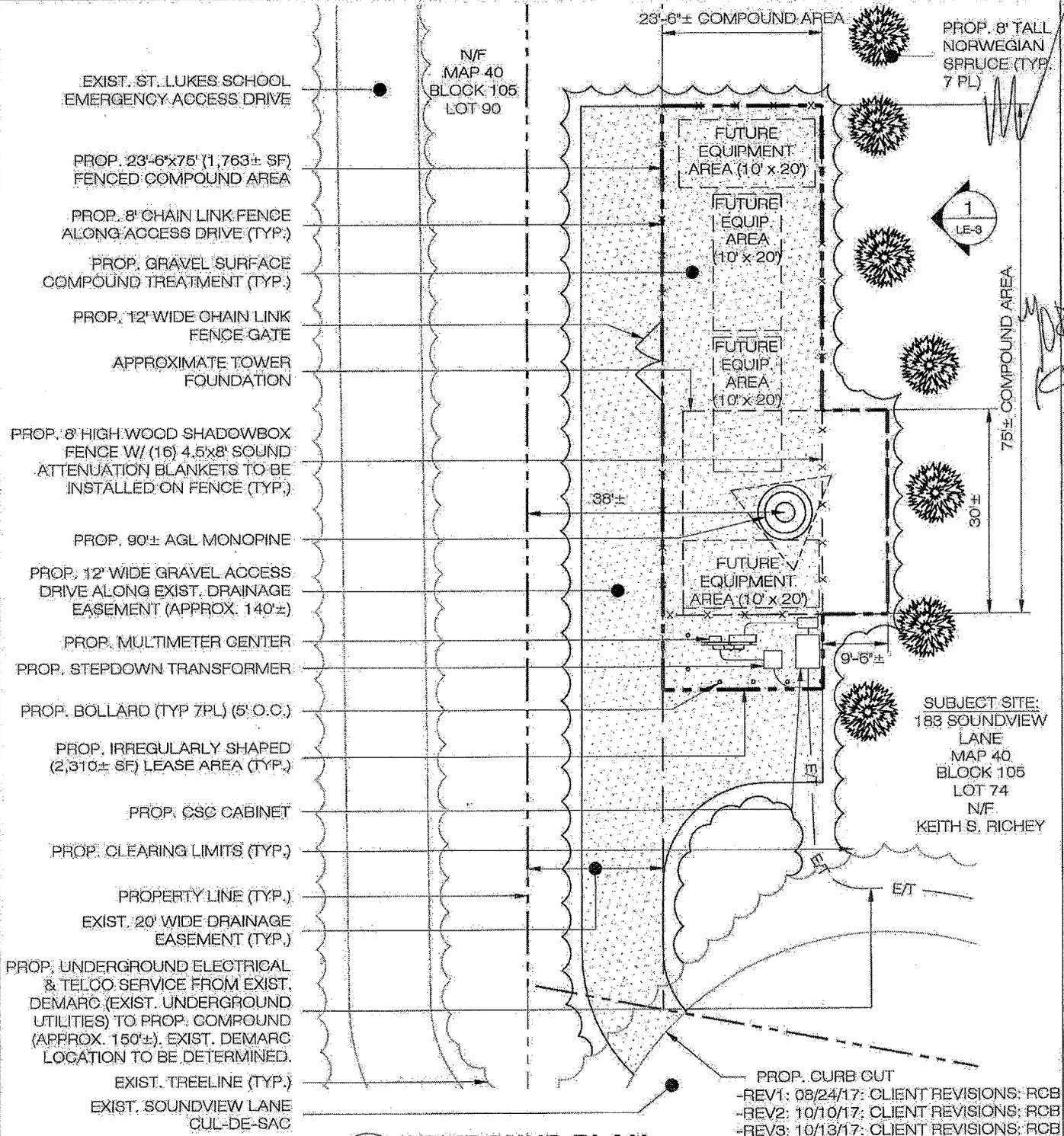
DATE: 08/16/17

CHECKED BY: RCB



HOMELAND TOWERS
9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810

HOMELAND TOWERS:
NEW CANAAN NORTHEAST:
CT027
NEW CANAAN NORTHEAST:
CT027
183 SOUNDVIEW LANE
NEW CANAAN, CT 06840



- EXIST. ST. LUKES SCHOOL EMERGENCY ACCESS DRIVE
- PROP. 23'-6"X75' (1,763± SF) FENCED COMPOUND AREA
- PROP. 8' CHAIN LINK FENCE ALONG ACCESS DRIVE (TYP.)
- PROP. GRAVEL SURFACE COMPOUND TREATMENT (TYP.)
- PROP. 12" WIDE CHAIN LINK FENCE GATE
- APPROXIMATE TOWER FOUNDATION
- PROP. 8' HIGH WOOD SHADOWBOX FENCE W/ (16) 4.5X8' SOUND ATTENUATION BLANKETS TO BE INSTALLED ON FENCE (TYP.)
- PROP. 90'± AGL MONOPINE
- PROP. 12' WIDE GRAVEL ACCESS DRIVE ALONG EXIST. DRAINAGE EASEMENT (APPROX. 140'±)
- PROP. MULTIMETER CENTER
- PROP. STEPDOWN TRANSFORMER
- PROP. BOLLARD (TYP 7PL) (5' O.C.)
- PROP. IRREGULARLY SHAPED (2,310± SF) LEASE AREA (TYP.)
- PROP. CSC CABINET
- PROP. CLEARING LIMITS (TYP.)
- PROPERTY LINE (TYP.)
- EXIST. 20' WIDE DRAINAGE EASEMENT (TYP.)
- PROP. UNDERGROUND ELECTRICAL & TELCO. SERVICE FROM EXIST. DEMARC (EXIST. UNDERGROUND UTILITIES) TO PROP. COMPOUND (APPROX. 150'±). EXIST. DEMARC LOCATION TO BE DETERMINED.
- EXIST. TREELINE (TYP.)
- EXIST. SOUNDVIEW LANE CUL-DE-SAC

- PROP. CURB CUT
- REV1: 08/24/17: CLIENT REVISIONS: RCB
- REV2: 10/10/17: CLIENT REVISIONS: RCB
- REV3: 10/13/17: CLIENT REVISIONS: RCB
- REV4: 10/18/17: CLIENT REVISIONS: RCB
- REV5: 11/16/17: CLIENT REVISIONS: RCB
- REV6: 12/11/17: CLIENT REVISIONS: RCB

1 COMPOUND PLAN
LE-2 SCALE: 1" = 20'-0"

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



ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT283450

LE-3

SCALE: AS NOTED

DRAWN BY: CSH

DATE: 08/16/17

CHECKED BY: RCB

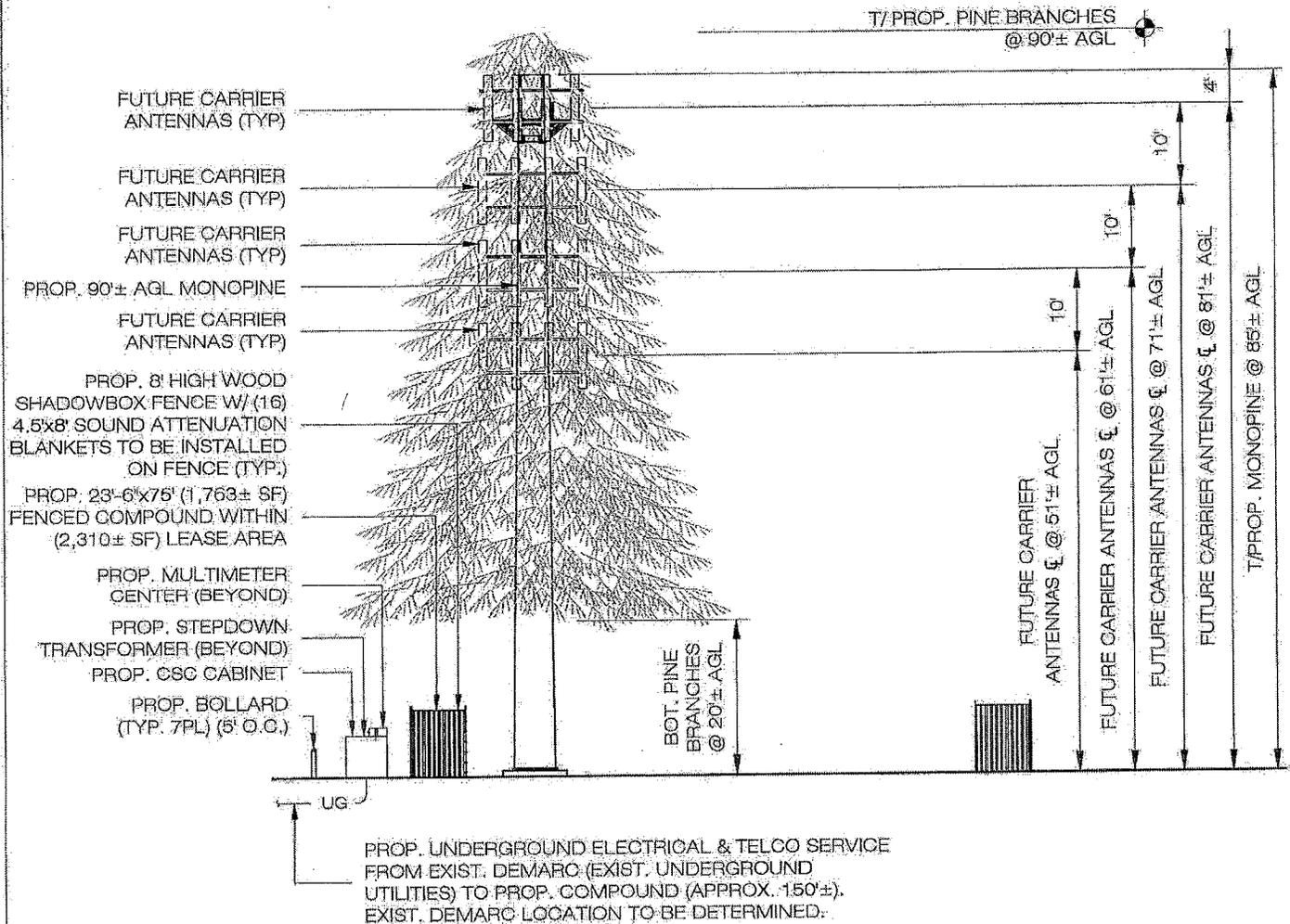


HOMELAND TOWERS
9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810

HOMELAND TOWERS:
NEW CANAAN NORTHEAST:
CT027
NEW CANAAN NORTHEAST:
CT027
183 SOUNDVIEW LANE
NEW CANAAN, CT 06840

Monopine tower shall have three (3) "faux" pine branches per foot to conceal all external antenna and equipment installed on monopine tower. "Faux" branches shall be sufficient in length, width and depth to obscure view of antenna and equipment installed on tower. Monopine tower shall have "faux" branches commence at 20' AGL and surround the tower in a multi-dimensional pyramid shape pattern to the top of the tower. Monopine tower shall be painted or have applied material to simulate tree bark indigenous to the area.

Handwritten signature/initials



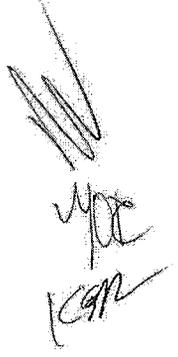
1 SOUTH ELEVATION
LE-3 SCALE: 1" = 20'-0"

- REV1: 08/24/17; CLIENT REVISIONS: RCB
- REV2: 10/10/17; CLIENT REVISIONS: RCB
- REV3: 10/13/17; CLIENT REVISIONS: RCB
- REV4: 10/18/17; CLIENT REVISIONS: RCB
- REV5: 11/16/17; CLIENT REVISIONS: RCB
- REV6: 12/11/17; CLIENT REVISIONS: RCB

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

EXHIBIT "C" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN²

Handwritten initials and signature in the right margin, consisting of three lines of scribbled text.

² LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the As-Built Site Plan to LESSOR, such As-Built Site Plan shall replace the text of this Exhibit.

EXHIBIT "D" TO OPTION AND GROUND LEASE AGREEMENT

MEMORANDUM OF LEASE

[SEE ATTACHED.]

[Handwritten signature]

PREPARED/RECORDING REQUESTED BY:

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Record and Return to:

Homeland Towers
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Tax ID/Parcel No.: Tax Map 40, Block 105, Lot 74

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this ____ day of _____, 201__ by and between KEITH S. RICHEY AND MARINA O. RICHEY, as individuals ("Lessor") residing at 183 Soundview Lane, New Canaan, CT, 06840 and HOMELAND TOWERS, LLC, a New York limited liability company ("Lessee") with offices located at 9 Harmony Street, 2nd Floor, Danbury, CT 06810, is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 20__.

The Lease contains, among other things, the following terms:

1. Description of Property. The Leased Premises are located on that certain real property described in Exhibit A hereto (the "Property").
2. Term. The "Initial Term" of the Lease is [REDACTED] Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for [REDACTED] (individually, a "Renewal Term," and collectively, the "Renewal Terms"); The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."
3. Quiet Enjoyment. Pursuant to the Lease, Lessee has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless

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

4. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

5. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease, grant of an easement, or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease, and (c) the right to enter into an option, lease, or easement after the term of the Lease.

6. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect and if no agreement is executed during this period, LESSEE shall remove any structures on the Leased Premises within ninety (90) days after expiration of this six (6) month period and restore the Leased Premises to its condition prior to the Lease. LESSEE shall remove the tower foundation and footings, if any, down to at least twelve inches below grade.

7. Limited Power of Attorney. LESSOR hereby grants the right to LESSEE to complete and execute on behalf of LESSOR any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. Ratification of Lease; Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

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

KEITH S. RICHEY
a _____
("LESSOR")

Signed, sealed and delivered in the presence
of:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

State of _____
County of _____

On _____, 201____, before me, the undersigned Notary Public, personally appeared _____ of _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

MARINA O. RICHEY

a _____
("LESSOR")

Signed, sealed and delivered in the presence
of:

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

State of _____

County of _____

On _____, 201__, before me, the undersigned Notary Public, personally appeared _____ of _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

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

HOMELAND TOWERS, LLC,
a New York limited liability company
("LESSEE")

Signed, sealed and delivered in the presence
of:

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

State of _____
County of _____

On _____, 201__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

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

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of New Canaan, County of Fairfield, and State of Connecticut, containing in area 4.051 acres, known and designated as Lot 74 on a certain map entitled, "Resubdivision Map Prepared for John P. Cretella, New Canaan, Connecticut", now on file in the New Canaan Town Clerk's Office as Map No. 5336, reference thereto being had, said lot being bounded:

NORTHERLY: 704.32 feet by land now or formerly of Saint Lukes Foundation, Inc.;

SOUTHEASTERLY: 589.16 feet; and

SOUTHERLY: 297.30 feet, all by land now or formerly of William G. Davis, Jr. and Sandra S. Davis, being shown as Lot 75 on said map; and

WESTERLY: 350.00 feet by Soundview Lane.