

EXHIBIT O

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between Lee Partners, LLP, whose address is 70 Lyon Street New Haven, CT 06460 ("Owner") and ARX Wireless Infrastructure, LLC a Delaware limited liability company, 110 Washington Ave North Haven, CT 06511 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

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

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:
 - a) Real property comprised of approximately Five Thousand Six Hundred Twenty Five (5625) square feet of land
 - b) Non – exclusive easement required to run utility lines and cables
 - c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

IN OR UPON THE Owner's real property ("Owner's Property") located on 1063 Boston Post Rd, Map 077 Block 813 Lot 25 in the City of Milford, Connecticut New Haven County, which Owner's Property is more particularly described on Exhibit "A" and the Premises which are approximately shown on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth, and which with respect to Schedule B shall be substituted for as provided in Exhibit "B".

2. **OPTION.** In consideration of the sum of _____ (the "Option Money), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner. Tenant acknowledges receipt of such form W-9. If such Option Money is not paid to Owner within such thirty (30) day period then this Agreement shall terminate and there will be no further obligations of the Parties hereto.

OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the "Option Period"). Provided Tenant has diligently pursued all tests under Section 5(c) and governmental approvals for Tenant's intended use of the Premises under Section 5(d), Tenant at Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement at the same rate as set forth hereinabove. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be twenty five (25) years commencing on the date (“Commencement Date”) that Tenant begins construction of the communications facility (as such term is defined in Paragraph 5 below), and terminating on the twenty-fifth annual anniversary of the Commencement Date (the “Term”), unless otherwise terminated as provided in Paragraph 12. Tenant shall have the right to extend the Term for one twenty five (25) year term (the “Renewal Term” on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for the Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew not less than one hundred twenty (120) days prior to commencement of the Renewal Term.
4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of _____ (“Rent”) in monthly payments of _____ on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by _____ on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

(b) Additionally, in addition to the foregoing, Tenant shall pay to Owner, in arrears, as additional rent under this Agreement, _____ of the gross proceeds payable by the second subtenant or licensee at the Premises, _____ of the gross proceeds payable by the third subtenant or licensee at the Premises, and _____ of the gross proceeds payable by the fourth subtenant or licensee at the Premises. (herein “Revenue Share”). Gross proceeds shall be all sums received from any subtenant including rent, reimbursement for maintenance, construction costs, operating expenses, installation expenses, regulatory expenses, utility reimbursements, taxes or any other payments for the approval, maintenance or installation of the Communications Facilities and shall also include the fair value of any concessions granted by Tenant to any such subtenant in exchange for corresponding concessions received by Tenant as a Tenant or subtenant on any other communication facility or any increase in proceeds received by Tenant from any such subtenant in consideration of a reduction in the proceeds received in connection with the Premises from such subtenant. Such payment shall be made together with each installment of Base Rent beginning for each subtenant and/or licensee on the earlier of, (i) the date such subtenant or licensee commences construction and/or installation of its communication equipment at the Premises or (ii) the date such subtenant or licensee commences the payment of rent or other consideration for its collocation at the Premises. Collocation Fees shall be adjusted in the same manner as the Base Rent as provided for in Paragraph 4(b) of this Agreement. Tenant shall endeavor to seek and secure in good faith and at market rental rates subtenants for the Communication Facility. Tenant shall endeavor to seek and secure in good faith and at market rental rates subtenants for the Communication Facility. Commencing on the month following the receipt of the first rent payment from such a subtenant to Tenant, Tenant shall deliver to Owner written notice of commencement of such rent to be paid to Owner. Owner shall have the right to request an updated report on the calculation of Rent and Revenue Share at any time, but not to exceed more than twice in a calendar year. Tenant’s Revenue Share payment to Owner shall be due the following month after receipt of same together with, and at the time when due, the Rent for such month. At all times, Tenant shall be entitled to have one (1) subtenant located on the Premises/tower without any applicable Revenue Share. Monies collected by Tenant from subtenants for utility installation and fees, structural upgrades to the tower, or other reimbursable costs and expenses and actual pass through costs shall be excluded for purposes of calculating the Revenue Share. Revenue Share for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Revenue Share for any subtenant shall terminate upon the cancellation or termination of the subtenant’s sublease. Tenant shall provide notice to Owner upon any such cancellation with an updated calculation of the Rent and Revenue Share following such cancellation or termination.

(c) If Tenant fails to make any payment due to Landlord hereunder within ten (10) days after the due date, the overdue payments will accrue interest at the rate of twelve percent (12%) per annum. This section shall not be construed as to limit the Landlord’s remedies in the event the Tenant breaches the terms of this Agreement.

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the “Communications Facility”), provided that Tenant shall not be required to occupy the

Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and equipment buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility, provided such parking shall be adjacent to and abutting the Premises as nearly as feasible and shall not be within the existing parking area utilized by the tenants on Owner's Property. All utilities servicing the Premises shall be underground and the Owner's Property shall be restored to its original condition upon such installation.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property, other than for the Premises and access easement area. Tenant shall pay any real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill. If there is no separate tax bill for the land comprising the Premises and access easement area then Tenant shall pay to Owner that percentage of the real property taxes attributable to land comprising Owner's Property equal to the percentage of the area of Owner's Property equal to the area of the Premises and access easement plus real property taxes attributable to any improvements thereon. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Except as otherwise provided in this Agreement, Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses. Tenant shall indemnify and hold Landlord harmless against any loss or damages for personal injury or physical damage to the Premises, the Owner's Property or the property of third parties resulting from any such test, investigations, or similar activities, and shall be responsible for compliance with all environmental laws, regulations and ordinances during the construction of the Communication Facility, including, without limitation with respect to the testing and disposal of contaminated, excavated soils. Tenant covenants and agrees to restore the Property to the original condition following any testing hereunder and shall at Landlord's request deliver copies of all reports, tests, studies or information involving the Premises or property of the Landlord. In the event Tenant determines, in its sole discretion, that as a result of any such tests that the condition of the Premises is unsatisfactory, Tenant will promptly give notice to Landlord of termination of this Agreement.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits, provided no such application permit or approval shall affect any currently permitted or non-conforming use of Owner's Property

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.
7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, without Owner consent. r to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of merger, acquisition or other business organization. Provided that the assignee assumes, recognizes and also agrees to become responsible to the Landlord for the performance of all terms and conditions of this Agreement, upon notification to Landlord by Tenant of any such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Tenant shall have the right to assign this Agreement to any other party upon the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, provided, however, that no such assignment to such other party shall relieve Tenant of its obligations and liabilities under this Agreement unless

such assignee party demonstrates that it has either, (i) continuously operated in the business of development and/or ownership of telecommunication towers and facilities for not less than ten (10) years , and (ii) a tangible net worth, as determined in accordance with generally accepted accounting principles, of not less than \$10,000,000.00. If Landlord may at any time sell the Owner's Property, Tenant agrees to attorn to such purchaser as the Landlord under this agreement and to remain bound by all the terms and conditions hereof. Upon such sale Landlord shall be relieved of All obligations and liabilities under this Agreement

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

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

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

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

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

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

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

8. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, and power lines All such utility lines shall be underground and located within the Easement Area Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense.
9. **REMOVAL OF COMMUNICATIONS FACILITY.** Unless otherwise requested in writing by Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, all personal property and trade fixtures of Tenant, specifically including towers, buildings, and electrical and telephone conduit or lines shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level .

10. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of Two Million Dollars (\$2,000,000). Owner shall be named as additional insured on said policy
11. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
12. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 14 of this Agreement, or (g) Tenant determines after the Commencement Date that the Premises is not appropriate for its operations for economic, environmental or technological reasons, provided that Tenant pays to Owner a termination fee equal to twelve (12) months of the then current Rent and Revenue Share.
13. **INDEMNITY.** Owner indemnifies Tenant against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

Tenant agrees to indemnify, defend and hold Owner harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Owner, its employees, agents or independent contractors.
14. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Except as herein provided, Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.
15. Tenant covenants and agrees not to generate at, store on, dispose of on, or transport from Owner's Property any hazardous substances. Tenant shall hold Owner harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property by Tenant or its employees, agents or contractors.
16. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the

Premises and Easement Area, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, The parties shall be entitled to pursue their own separate claims value of their respective interests in the Property (which for Tenant will include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses provided that any award to Tenant will not diminish Landlord's recovery.). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

17. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
18. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to use best efforts obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Tenant represents that the present use of the Property will neither interfere with or impair such use. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.
19. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement, (a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract executed by Tenant upon the same terms and conditions as the Purchase Offer except Tenant shall not be entitled to (i) any due diligence provided in the Purchase Offer, (ii) any financing contingency in the Purchase Offer, and the closing pursuant to the Purchase offer shall be within thirty (30) days of Owner's execution and delivery of said contract . If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 19, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of Owner's Property,; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (; and (iii) terminate upon the expiration or earlier termination of this Agreement.
20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and

failure to cure the same within thirty (30) days except for nonpayment by Tenant of Rent or Revenue Share by Tenant which shall be a default if not paid within ten (10) days of the date when due. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender, of whom Owner has received written notice of from Tenant, written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter not to exceed (60) days in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, provided Leasehold Lender has cured all monetary defaults and continues to pay all Rent and Revenue Share and has maintained all required insurance to be obtained by Tenant under this Agreement, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.

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

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

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

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

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

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

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

(g) such other matters as are reasonably requested by Tenant.

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

22. **MISCELLANEOUS**

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

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

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

(d) The parties may sign this Agreement in counterparts hereto. Electronic, scanned PDF and faxed signatures shall be deemed and have the same force and effect as originals

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

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

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

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

For Tenant: ARX Wireless Infrastructure, LLC
110 Washington Ave
North Haven, CT 06473

For Owner: Lee Partners, LLP
C/O Richard Lee
70 Lyon St
New Haven, CT 06511-4927

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the 11th day of MAY, 2020.

OWNER:
Lee Partners, LLP

Witnesses for Owner:

By: [Signature]
Print Name: Richard Lee
Title:
Date: May 11, 2020

By: _____
Print Name: _____

By: [Signature]
Print Name: Beverly Walsh

TENANT:
ARX Wireless Infrastructure, LLC

Witnesses for Tenant:

By: [Signature]
Name: Keith Coppins
Its: Managing Director
Date: 5/11/20

By: [Signature]
Print Name: JULIE D. KOHLER

By: _____
Print Name: _____

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

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

Site #: Milford
Site Name: CT 0030

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

- a) Real property comprised of approximately Five Thousand Six Hundred Twenty Five (5625) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:



APPROVED Owner: _____ **(Initial)**
APPROVED Tenant: _____ **(Initial)**

Notes:

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