

EXHIBIT O

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by **Pradiv Mahesh and Sharuna Mahesh**, husband and wife, having a mailing address of 92 Green Farms Rd. Westport, Ct. 06880. ("Landlord") and **Florida Tower Partners, LLC**, a Delaware limited liability company d/b/a North Atlantic Towers, having a mailing address of 1001 Third Avenue West, Suite 420, Bradenton, FL 34205 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 92 Green Farms Rd. Westport, in the County of Fairfield, State of Connecticut (collectively, the "Property") and which is more particularly described on Exhibit 1. Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 2,500 square feet including the air space above such room/cabinet/ground space as described on attached Exhibit 1³ for use as a Communication Facility, as defined below, as well as easements for the placement of utilities to service the Communication Facility and for ingress and egress from the nearest public right of way (collectively, the "Premises").

(b) During the Option Term (as defined below), and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to perform inspections and studies to determine the suitability of the Premises for the Communication Facility, including but not limited to, inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Likewise, Landlord will not be liable to Tenant or its agents, employees or assigns on account of any pre-existing defect or condition on or with respect to the Property, except that Tenant shall be entitled to terminate this Agreement on account of any pre-existing defect that would prevent Tenant from making use of the Property as contemplated by this Agreement or that would have an adverse affect on Tenant's use of the

Property, in Tenant's sole discretion. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. Notwithstanding the forgoing, should Tenant exercise the Option and construct the Communication Facility, then Tenant's obligation to restore the Premises shall be governed by section 13, however, any portion of the Property disturbed by Tenant that does not end up as part of the Premises shall be restored following completion of construction of the Communication Facility.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of _____ within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional _____ no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term." Additional extensions of the Option Term may be permitted upon mutual written agreement of the parties. Landlord acknowledges and agrees that no payments can be made to Landlord until Landlord has provided Tenant with an IRS form W-9.

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as defined below) of Tenant or to any third party acquiring substantially all of the assets of Tenant in the market defined by the FCC and agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing, with the date of such written notice being the "Exercise Date". If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement at the Exercise Date. If Tenant does not exercise the Option during the Option Term, this Agreement will terminate and the parties will have no further liability to each other. If Tenant fails to properly exercise the Option the Option shall terminate, and 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 by either party to the other.

(f) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change

in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables, electric lines, telephone cables, and other utility infrastructure from the Property's main entry point to the Communication Facility, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, antennas add additional equipment at any time or relocate the Communication Facility within the Premises at any time during the term of this Agreement at no additional rent or other charges to Landlord. Tenant or its subtenants will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes, to add additional subtenant's equipment or upgrade an existing subtenant's equipment, or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM.

(a) The initial lease term will be ten (10) years (the "Initial Term"), commencing on the Exercise Date of the Option (the "Term Commencement Date"). The Initial Term will terminate on the ~~fifth (5th)~~ ^{10th} anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for three (3) additional ten (10) year term(s) (each ten (10) year renewal term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term this

Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "Term").

4. RENT.

(a) Commencing in the month following the date the Term Commencement Date, , Tenant will pay Landlord on the first (1st) day of each calendar month in advance

(the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within twenty (20) days after the Term Commencement Date, provided Landlord has provided Tenant with an IRS form W9, otherwise, the initial Rent payment will be forwarded by Tenant to Landlord within twenty (20) days after the Term Commencement Date and Tenant's receipt of Landlord's W9.

(b) The Rent shall increase annually by _____ on the anniversary of the Term Commencement Date.

(c) As additional rent Landlord shall receive _____ of the gross rents received by Tenant from subtenants. For the purposes of this section, "gross rents" shall mean the rent collected by Tenant from its subtenants for the subtenants' occupancy of the Premises and use of the Communication Facility, but shall not include any payments or reimbursements for expenses or capital costs, including but not limited to, administration fees for the processing of applications to lease space on the Communication Facility, payments for engineering studies or other reports concerning the suitability of the Communication Facility, payment of any capital contribution or reimbursement for improvements to the Communication Facility, or, if necessary, the reimbursement of any utility or other operating expenses from a subtenant to Tenant. These additional rents shall be payable starting the first day of the month following the subtenants rent commencement date under their subleases with Tenant and shall escalate in accordance with the terms of the subleases. Upon the commencement of any increase in Rent due to additional revenue from a new subtenant, or upon Landlord's request, Tenant shall provide Landlord with Tenant's calculation of Landlord's new Rent, specifically detailing the amount of rent being paid by the new and any existing subtenants and the calculation of the twenty percent (20%) to be paid to Landlord. Landlord acknowledges and agrees that the first subtenant, or if the first subtenant's lease is terminated or cancelled, then the earliest sublease, shall be exempt from the additional payments to Landlord under this section 4(c).

(d) Along with the first Rent payment, Tenant shall also pay to Landlord a fee equal to _____ as reimbursement for Landlord's legal fees incurred in the negotiation of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. Landlord shall reasonably cooperate with Tenant in all zoning and permitting activities. Landlord shall not be entitled to additional compensation for satisfying any zoning, permitting or approval requirements, but Landlord's cooperation shall be at no cost or expense to Landlord. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval, except any action that may be required by any federal, state or local jurisdiction following a reasonable attempt by Owner to get such requirements waived or dismissed. In the event that Owner's actions has a material adverse affect on Tenant's use of the Premises or on Tenant's ability to obtain any government approvals, then Tenant shall have the right to terminate this Agreement.

(b) Tenant has the right at its expense to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results or the results of any of the other tests or inspections permitting by this Agreement, that the condition of the Premises is unsatisfactory for its intended uses or if Landlord is unable to obtain a subordination, non-disturbance and attornment agreement from Landlord's mortgagee. With respect to any mortgage of Landlord that exists on the Property as of the Effective Date, Landlord shall also have the right to terminate the Agreement if any such mortgage requires the mortgagee's consent to this Agreement and the mortgagee has refused to consent. However, such right to terminate must be exercised within fifteen (15) days of Landlord or Tenant's receipt of notice from the mortgagee refusing to consent or otherwise execute a subordination, non-disturbance and attornment agreement.;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty or 24(l) Severability of this Agreement.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Any such policy shall require the approval of Landlord's mortgagee.

(b) Tenant shall pay Landlord's insurance premium for insuring Landlord's Property against liability caused by the Communication Facility. Tenant agrees to pay the premium amount within thirty (30) days of receipt of a bill from Landlord, but in no event shall it be later than the due date specified in the bill, unless Landlord provides the bill after the due date, in which case Tenant shall remit payment within five (5) days of receipt of the bill. If the premium for such additional insurance is of an amount that Tenant is unwilling to pay at any time during the Term or Renewal Terms of this Agreement, then Tenant shall have the option of terminating this Agreement and removing the Communication Facility. Tenant shall be required to continue to pay for the insurance until such time as the Communication Facility has been removed from Landlord's Property. In the event that Landlord is unable to insure the Property due to the presence of the Communication Facility, then Landlord shall provide written notice of the same to Tenant and Tenant shall have sixty (60) days within which to procure insurance on Landlord's behalf. If Tenant is unable to procure insurance for the Property, then Landlord shall have the right to terminate this Agreement upon written notice to Tenant.

(c) Notwithstanding anything in this Agreement to the contrary, Tenant shall not be obligated to pay Landlord's existing property insurance premiums. Tenant is only responsible for the insurance premiums related to or arising out of the provisions of this Agreement and/or any loss or damage caused by the Communication Facility.

8. INTERFERENCE.

(a) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate

communications equipment on the Property. In no event may Landlord grant any third party the right to use Landlord's Property for a wireless communication facility without the prior written consent of Tenant which may be withheld in Tenant's sole discretion.

(b) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord 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 Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant 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 actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that:

(i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license;

(ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement;

(iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises;

(iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and

(v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and atonement agreement executed and notarized by Landlord's mortgagee.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that to the best of his knowledge, except as may be identified in Exhibit 11 attached to this Agreement,

(i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint to the best of their knowledge, and

(ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation to the best of the Landlord's knowledge. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) As soon as reasonably practical upon the full execution of this Agreement, Tenant or Tenant's vendor shall perform a "Phase One Environmental Site Assessment" (the "Phase One") of the Premises and shall provide a copy of the report to Landlord. In the event that the Phase One discloses the presence of any "Recognized Environmental Conditions" that, in Tenant's opinion, would necessitate soil, ground water, or other invasive testing to determine the presence of hazardous materials, then Landlord shall have the right to terminate this Agreement within fifteen (15) days of receipt of the Phase One. Notwithstanding the foregoing, Tenant shall have the right to decide to forgo any additional testing, if legally permissible, and construct the Communication Facility, in which event Landlord may not terminate the Agreement under this paragraph. However, in such an event, Landlord shall not be liable to Tenant for any damages or losses of Tenant due to the presence of any hazardous substances on or under the Premises. Further, in such event, the Landlord shall not be liable to any third party, including any governmental or environmental agency for the costs of any clean-up, fines, penalties, fees, or expenses of any type resulting from the tenant having proceeded without further testing or remediation, all of which costs the Tenant shall pay and for which the Tenant shall be solely liable..

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant, its subtenants, and their employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in

Exhibit 1, Landlord grants to Tenant such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Upon the expiration or earlier termination of this Agreement, or at Tenant's option, 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 five (5) feet below grade level. In the event that Tenant has not vacated the Premises as required herein within said sixty (60) day period, then Tenant's tenancy shall continue on a month-to-month basis and Tenant shall pay rent to Owner equal to the rent in effect the immediately preceding year increased by three (3) percent. Rent during such holdover term shall continue to increase at three (3) percent on each anniversary of the Term Commencement Date until such time as Tenant has vacated the Premises as required herein

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant shall have the right, at its expense, to install or improve utilities servicing Landlord's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Owner agrees to reasonably cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense, and agrees to cooperate should existing utility services need to be upgraded to accommodate Tenant's use, provided such upgrades are at Tenant's sole cost and expense and do not interfere with Landlord's use and enjoyment of the Property. Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. The final location of any utility easements on the Property shall be in a location reasonably acceptable to Tenant, Landlord, and the local utility provider.

(c) Landlord hereby grants to any utility company providing utility services to Tenant access to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises.

(d) Landlord agrees to execute all necessary documentation required by a utility or telephone company to provide services to the Premises, including but not limited to separate easement agreements between the Landlord and the utility provider. Such cooperation by Landlord shall be at no cost or expense to Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement:

(i) non- payment of Rent if such Rent remains unpaid for more than ten (10) days after written notice from Landlord to Tenant; or

(ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(c) The following will be deemed a default by Landlord and a breach of this Agreement:

(i) Failure to provide access to the Premises within forty eight (48) hours of receipt of written notice of such default from Tenant;

(ii) Failure to cure an interference problem within thirty (30) days after receipt of written notice of such default; or

(iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

(d) If Landlord remains in default beyond any applicable cure period, Tenant will have:

(i) the right to cure Landlord's default and deduct all costs and expenses related to curing Landlord's default from Rent; and

(ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) 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, but with notice to the Owner 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.

(b) Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, at any time, with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed or premised upon the payment of additional monetary compensation to Landlord other than the continuation of any existing monetary obligations by the assignee under this Agreement. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Landlord, Tenant will be relieved of all liability thereafter.

(c) 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 Landlord hereby consents without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of 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; and a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property"). No such assignment, pledge, mortgage or other encumbrance shall in any way take priority over rents owed to Landlord, whether or not such royalties are current, past and/or prospective.

(i). 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. Any such Leasehold Lender or successor to Tenant's interest shall assume all of Tenant's obligations and responsibilities under this Agreement and upon such assumption, Landlord shall have the right to seek recovery from such Leasehold Lender or successor in the event of a default of the terms of this Agreement.

(ii). Default Notice. Landlord 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 Landlord of by written notice hereof) a copy of any default notice given by Landlord to Tenant under this Agreement. No default notice from Landlord to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Landlord as set forth herein) or as amended from time to time.

(iii). Notice and Curative Rights. If Tenant defaults on any obligations under this Agreement then Landlord shall accept a cure thereof by the Leasehold Lender within within the same time periods as proscribed for a cure by Tenant under this Agreement. If curing a non-monetary default requires possession of the Premises then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default. In no event shall Leasehold Lender's cure of a non-monetary default take longer than ninety (90) days.

(iv). No Surrender, Termination or Cancellation Without Notice to Leasehold Lender. This Agreement will not be surrendered, terminated or cancelled unless such action is permitted by other sections of this Agreement, and then only upon thirty (30) days written notice to Leasehold Lender.

(v). New Lease Following Bankruptcy. If this Agreement is terminated in bankruptcy then Landlord will use commercially reasonable efforts to 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. The rent under any such new lease shall be brought up to fair market value to be determined by a licensed appraiser to be chosen by Landlord and Leasehold Lender. In no event may the rent under any such new lease be lower than the rent due under this Agreement at the time of termination in bankruptcy, even if the appraiser determines that the fair market rent is less than what was due under this Agreement.

(vi). 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 Landlord by Tenant from time to time and as may be amended from time to time by written notice to Landlord from Tenant.

(vii). Leasehold Lender. Tenant shall be required to notify Landlord of the existence of the Leasehold Lender by written notification send pursuant to section 17, below. Any changes to the identity of the Leasehold Lender must be provided to Landlord by written notification. Landlord's obligations under this section 7(b) shall only apply in the event Landlord has been notified by Tenant or Leasehold Lender of the existence of the Leasehold Lender along with Leasehold Lender's notice address. Landlord shall not be liable for failure to abide by the obligations of this section 7(a) if Tenant or Leasehold Lender has not sent to Landlord written notification containing such information as it may be changed or updated from time to time

17. NOTICES

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered, or by personal delivery. Notices will be addressed to the parties as follows:

If to Tenant: Florida Tower Partners, LLC, 1001 Third Avenue West, Suite 420, Bradenton, FL 34205; Re: CT1024 Westport.

If to Landlord: Pradiv and Sharuna Mahesh 92 Green Farms Rd. Westport, CT. 06880

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property

- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. Full contact information for new Landlord including phone number(s)

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communication Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Landlord'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

19. CASUALTY. If any portion of the Landlord's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the Premises, this Agreement shall terminate as of the date of casualty if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent. Nothing in this section shall be deemed to limit or otherwise waive any of Landlord's rights or remedies against Tenant in the event of a default by Tenant pursuant to section 15, above.**21. TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Landlord.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or surrounding property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such

transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new landlord.

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities and will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Property and the Premises that would have a material adverse affect on Tenant's use of the Premises.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

24. MISCELLANEOUS.

(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(c) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply:

(i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;

(ii) use of the term "including" will be interpreted to mean "including but not limited to";

(iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;

(iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement;

(v) use of the terms "termination" or "expiration" are interchangeable;

(vi) reference to a default will take into consideration any applicable notice, grace and cure periods;

(vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and

(viii) the singular use of words includes the plural where appropriate.

(h) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) No Electronic Signature/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (1) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (2) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) Landlord shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement, and if necessary to correct or otherwise change the location of the Premises or other terms, a Corrected Memorandum of this Agreement (each a "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.

(o) Landlord agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Landlord or the Property and which are or in the future could become liens upon the Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Landlord 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 Landlord 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 Landlord for the then term of the Agreement, Landlord 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. Notwithstanding the foregoing, Landlord has no liability to pay Tenant's personal property taxes or any increase in Landlord's real property taxes that are attributable to the Communications Facility.

25. ESTOPPEL CERTIFICATES. Landlord and Tenant shall from time to time, within ten (10) days after receipt of request from the other, deliver a written statement addressed to the requesting party and/or their mortgagee certifying, if true:

(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 the responding party, the requesting party has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Landlord 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 the requesting party 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 the parties; and

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


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

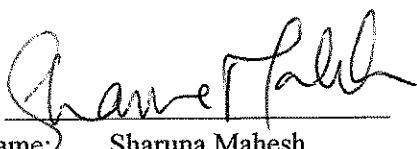
[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

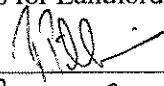
"LANDLORD"

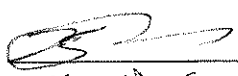
PRADIV MAHESH AND SHARUNA MAHESH

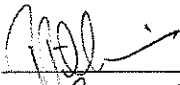
By: 
Print Name: Pradiv Mahesh
Date: 9/9/2013

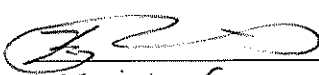
By: 
Print Name: Sharuna Mahesh
Date: 9/9/2013

Witnesses for Landlord

Sign: 
Print: Ravi Pillai

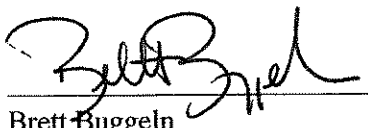
Sign: 
Print: Keith Copping

Sign: 
Print: Ravi Pillai

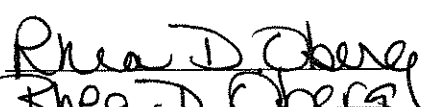
Sign: 
Print: Keith Copping

"TENANT"

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

By: 
Print: Brett Buggeln
Title: Manager/President
Date: 9/17/13

Witnesses for Tenant:

Sign: 
Print: Rhea D. Oberge

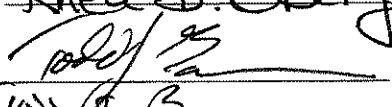
Sign: 
Print: Todd S. Bowman

EXHIBIT 1

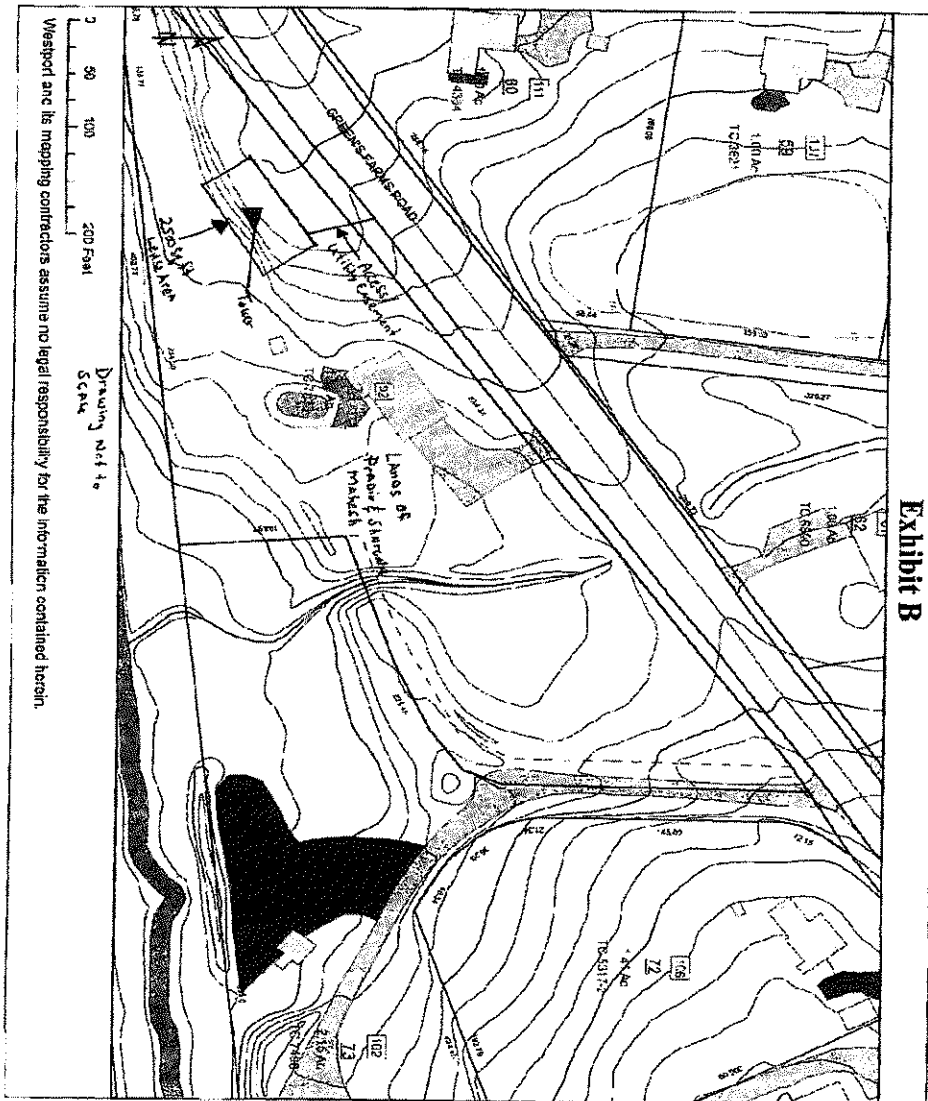
DESCRIPTION OF PROPERTY

That certain piece or parcel of land commonly known as 92 Greens Farms Road, Westport, Connecticut, Parcel ID E06 / 074, and more particularly described in that certain Statutory Warranty Deed dated June 1, 2004 between Jacqueline M. Zimkin, and Pradiv Mahesh and Sharuna Mahesh, as joint tenants with rights of survivorship, and recorded June 2, 2004 at O.R. Volume 2415 Page 002 by the Westport Town Clerk.

EXHIBIT 2

PREMISES

- a) Real property comprised of approximately two thousand five hundred (2,500) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Property for access



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

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement ("First Amendment"), dated as of the latter of the signature dates, below, is by and between **Pradiv Mahesh and Sharuna Mahesh**, husband and wife, having a mailing address of 92 Green Farms Road, Westport, CT 06880 ("Landlord") and **Florida Tower Partners, LLC**, a Delaware limited liability company, having a mailing address of 1001 Third Avenue West, Suite 420, Bradenton, FL 34205 ("Tenant").

Landlord and Tenant have entered into an Option and Lease Agreement dated September 17, 2013 (the "Agreement") whereby Landlord granted Tenant an option to lease a portion of Landlord's Property for the construction and operation of a Communication Facility located at 92 Green Farms Road, Westport, Fairfield County, Connecticut; and

Landlord and Tenant desire to extend the Option Term to provide Tenant with additional time for evaluation of the Property and for obtaining all necessary Government Approvals; and

Tenant desires to assign the Agreement to an affiliated entity and Landlord is willing to consent to such assignment.

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

1. The Option Term is hereby extended to that date which is two (2) years following the full execution of this First Amendment. Landlord and Tenant hereby acknowledge and agree that the Agreement shall be deemed to have continued in full force and affect during any time in which the Option Term had expired prior to the execution of this First Amendment so that the Option Term shall have continued, and the Agreement shall have remained in full force and affect, from the effective date of the Option Term described in the Agreement and the expiration of the Option Term as extended herein.

2. In exchange for the granting of the extension to the Option Term described above, Tenant shall pay to Landlord _____ within ten (10) days of full execution of this First Amendment. Failure by Tenant to pay the sum required herein within such ten (10) day period will result in this First Amendment being automatically null and void and of no further force and affect.

3. Landlord hereby consents to Tenant's assignment of the Agreement to Tarpon Towers II, LLC, a Delaware limited liability company and agrees that upon Landlord's receipt of an instrument of assignment in which Tarpon Towers II, LLC, assumes all rights, duties, responsibilities and obligations of Tenant, Florida Tower Partners, LLC, shall be released from all liability under the Agreement. Landlord's consent to the assignment herein shall not be deemed a consent to any other assignments or transfers and Tenant shall continue to be required to seek Landlord's consent to future transfers, to the extent required by the Agreement.

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

Signature Page to Follow

SMV
7/14/16

10

IN WITNESSES WHEREOF, Landlord and Tenant have executed this First Amendment as of the latter of the signatures, below, intending to be legally bound thereby.

"LANDLORD"

PRADIV MAHESH AND SHARUNA MAHESH

By: *Pradiv Mahesh*
Print Name: Pradiv Mahesh
Date: 7/18/16

By: *Sharuna Mahesh*
Print Name: Sharuna Mahesh
Date: 7/14/16

Witnesses for Landlord
Sign: *[Signature]*
Print: RAMANUJ PARAMANIAN
Sign: *[Signature]*
Print: DAVID HENNING
Sign: *[Signature]*
Print: RAMANUJ PARAMANIAN
Sign: _____
Print: _____

"TENANT"

FLORIDA TOWER PARTNERS, LLC.
a Delaware limited liability company

By: *[Signature]*
Print: Brett Buggeln
Title: Manager/President
Date: 7/21/16

Witnesses for Tenant:
Sign: *Rhea D. Oberg*
Print: Rhea D. Oberg
Sign: *[Signature]*
Print: Todd J. Serwan

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This Second Amendment to Option and Lease Agreement (“Second Amendment”), dated as of the latter of the signature dates, below, is by and between **Pradiv Mahesh and Sharuna Mahesh**, husband and wife, having a mailing address of 92 Green Farms Road, Westport, CT 06880 (“Landlord”) and **Tarpon Towers II, LLC**, a Delaware limited liability company, successor-in-interest to Florida Tower Partners, LLC, having a mailing address of 8916 77th Terrace East, Suite 103, Lakewood Ranch, FL 34202 (“Tenant”).

Landlord and Tenant, or its predecessor-in-interest, have entered into an Option and Lease Agreement dated September 17, 2013 as amended by a First Amendment to Option and Lease Agreement dated July 21, 2016 (the “Agreement”) whereby Landlord granted Tenant an option to lease a portion of Landlord’s Property for the construction and operation of a Communication Facility located at 92 Green Farms Road, Westport, Fairfield County, Connecticut; and

Landlord and Tenant desire to extend the Option Term to provide Tenant with additional time for evaluation of the Property and for obtaining all necessary Government Approvals.

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

1. The Option Term is hereby further extended to that date which is one (1) year following the full execution of this Second Amendment. Landlord and Tenant hereby acknowledge and agree that the Agreement shall be deemed to have continued in full force and affect during any time in which the Option Term had expired prior to the execution of this Second Amendment so that the Option Term shall have continued, and the Agreement shall have remained in full force and affect, from the effective date of the Option Term described in the Agreement and the expiration of the Option Term as extended herein.

2. In exchange for the granting of the extension to the Option Term described above, Tenant shall pay to Landlord upon full execution of this Second Amendment.

3. Tenant shall further have the right to an additional one (1) year extension of the Option Term upon written notification to Landlord and the payment of to be remitted to Landlord prior to the expiration of the Option Term as extended by Section 1, above. Any other additional extensions of the Option Term following the extensions described in Section 1 and this Section 3 shall require an additional writing signed by all parties hereto. In the event Tenant does not exercise the Option and fails to provide notice to Landlord of its desire to extend the option along with the herein described payment prior to the expiration of Option Period as it was extended in Section 1, then the Option shall be deemed null and void, the Agreement shall be deemed terminated and of no further force and affect, and both parties shall be released from all obligations and liabilities thereunder. Tenant shall not be entitled to any refund or return of the Option Money paid as of such date.

4. Tenant acknowledges and agrees that this Second Amendment must be fully executed and returned to Landlord with the payment described in Section 2, above, within ten (10) business days of receipt of partially executed original copies from Landlord, or the Second Amendment shall be deemed revoked and of no further force and affect, even if thereafter executed by Tenant.

5. Tenant further acknowledges that should Tenant desire to utilize the Premises, but fail to exercise the Option prior to its final expiration following the extensions described in Section 1 and Section 3, then Landlord will require renegotiation and re-execution of the Agreement.

6. Section 17 of the Agreement is hereby amended to delete Tenant's notice address described therein and replace with the following: **Tarpon Towers II, LLC, 8916 77th Terrace East, Suite 103, Lakewood Ranch, FL 34202, Attn: Site Administration. Re: CT1024 Westport**

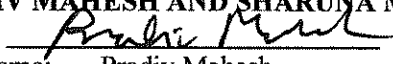
7. Except as modified herein, the Agreement remains in full force and affect. All capitalized words and phrases not herein defined shall carry the same definition as found under the Agreement. In the event of a contradiction of discrepancy between the terms of the Agreement and this Second Amendment,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

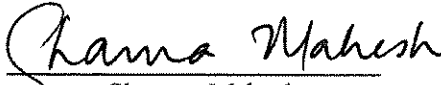
Signature Page to Follow

IN WITNESSES WHEREOF, Landlord and Tenant have executed this Second Amendment as of the latter of the signatures, below, intending to be legally bound thereby.

"LANDLORD"

PRADIV MAHESH AND SHARUNA MAHESH

By: 
Print Name: Pradiv Mahesh
Date: 4/24/2020

By: 
Print Name: Sharuna Mahesh
Date: 4/24/2020

Witnesses for Landlord

Sign: 
Print: Dia Mahesh

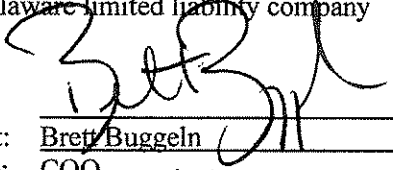
Sign: _____
Print: _____

Sign: 
Print: Dia Mahesh

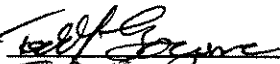
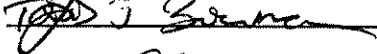
Sign: _____
Print: _____



"TENANT"

TARPON TOWERS II, LLC,
a Delaware limited liability company

By: 
Print: Brett Buggeln
Title: COO
Date: 5/5/2020

Witnesses for Tenant:

Sign: 
Print: 

Sign: 
Print: 



April 14, 2021

VIA UPS DELIVERY

Pradiv and Sharuna Mahesh
92 Green Farms Road
Westport, CT 06880

RE: Option and Lease Agreement dated September 17, 2013, by and between Pradiv Mahesh and Sharuna Mahesh ("Landlord") and Florida Tower Partners, LLC ("Tenant"), as amended (the "Agreement");
Site Reference: CT1024 Westport

Dear Owner:

This letter is in regard to the Agreement referenced above, regarding a proposed communications tower. This letter shall serve as notice that we are extending the Option Period for an additional twelve (12) months, or from May 5, 2021 to May 4, 2022, as permitted by section 3 of the Second Amendment to Option and Lease Agreement. In consideration therefor, we have enclosed a check in the sum of

Please do not hesitate to contact us at 941-757-5010 x108 should you have any questions in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Buggeln", written over the word "Sincerely,".

Brett Buggeln
President/Chief Operating Officer



April 5, 2022

VIA UPS DELIVERY

Pradiv and Sharuna Mahesh
92 Green Farms Road
Westport, CT 06880

NOTICE: EXERCISE OF OPTION AND RENT COMMENCEMENT

RE: Option and Lease Agreement dated September 17, 2013, by and between Pradiv Mahesh and Sharuna Mahesh ("Landlord") and Florida Tower Partners, LLC ("Tenant"), as amended (the "Agreement");
Site Reference: CT1024 Westport

Dear Owner:

This letter shall serve as notice that Tarpon Towers II, LLC is exercising the option in accordance with Section 1 of the Agreement. The Exercise Date and Term Commencement Date are both **April 5, 2022**.

Section 4 of the agreement states in part, "*(a) Commencing in the month following the date the Term Commencement Date, Tenant will pay Landlord on the first day of each calendar month in advance (the "Rent") ...*".

The April 5 to April 30, 2022 rent of _____ and the one-time payment of _____ as required by Section 4(d) of the Agreement are enclosed. Future monthly rent payments of _____ will be sent on the first of each month.

Enclosed is a direct deposit form. If you choose to participate in direct deposit, please return the completed form to us in the enclosed self-addressed envelope or via email to gbuteau@tarpontowers.com. A certificate of liability indicating you as a loss payee to our insurance policy will be sent by our insurance agent.

Tarpon Towers II, LLC contact information:

Telephone: (941) 757-5010 Fax: (941) 757-5009
Operations contact: Todd Bowman x108
Accounts payable contact: Rhea Oberg x111

We look forward to our relationship with you in the future. Please do not hesitate to contact us should you have any questions or need anything further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gail Buteau".

Gail Buteau
Chief Financial Officer
gbuteau@tarpontowers.com