

REDACTED
LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made as of ^{September} 21, 2023 (the "Effective Date"), between **Cheshire Station LLC**, with its principal offices located at 11501 Northlake Dr., Cincinnati, Ohio 45249, hereinafter designated LESSOR and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at property located at 1021-1024 South Main Street, Cheshire, Connecticut (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 3,000 square feet and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises at its sole cost and expense; upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for ten (10) years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after the earlier of: (i) the date LESSEE begins installation of LESSEE's communications equipment; or (ii) the date that is eighteen (18) months from the Effective Date; provided that this date shall automatically be extended to twenty-four (24) months from the Effective Date of this Agreement, if LESSEE has not obtained all applicable Governmental Approvals in final, unappealable form before the eighteen (18) month anniversary of the Effective Date of this Agreement despite diligent effort, and provided LESSEE is exercising continuous, good faith, commercially reasonable and diligent efforts to obtain all such Governmental Approvals and the failure to obtain such Approvals is through no fault or omission of LESSEE. The parties agree to acknowledge the Commencement Date in writing.

3. **EXTENSIONS.** This Agreement shall automatically be extended for two (2) additional terms of five (5) years each unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of _____ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 33340 Collection Center Drive, Chicago, IL 60693-0333 or to such other person, firm, or place as LESSOR may, from

time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. Annual rental payable during each extension term shall increase by _____ above the annual rental payable during the preceding term, effective on the first day of each applicable extension term. LESSOR and LESSEE acknowledge and agree that rent shall accrue effective as of the Commencement Date, but that the initial rental payment may not be delivered by LESSEE until up to 90 days after the Commencement Date. By way of example, if the Commencement Date is January 1, the initial rent payment may be made on April 1, such payment to include accrued rent for the months of January, February and March, plus the payment due for the month of April. This 90 day grace period does not apply to subsequent payments of rent, which must be paid in advance on the first day of each month as provided above. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; and (ii) complete and fully executed state and local withholding forms if required. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum payment of _____ which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. This payment shall be delivered by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. **ACCESS.** LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twelve (12) foot-wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in an as-is condition. LESSEE shall be solely responsible, at LESSEE'S sole cost and expense, for maintaining the Premises free of debris, rubbish, and trash. LESSOR represents and warrants to LESSEE that as of the

Effective Date, to its knowledge, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use. LESSEE shall provide LESSOR with evidence reasonably satisfactory to LESSOR that it has obtained all required Government Approvals prior to installing LESSEE's communications equipment.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the Indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to

the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. LESSOR agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to property in any one occurrence. LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property and \$4,000,000 general aggregate. The Parties agree to include the other Party as an additional insured as their interest may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party. LESSEE shall also carry the following insurance coverages at LESSEE'S own cost: (i) commercial auto liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage, (ii) workers compensation insurance providing the statutory benefits, and (iii) employers Liability with a limit of \$1,000,000.00 each accident/disease/policy limit.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR (at (860) 388-7760), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the

right to equitable remedies such as, without limitation, injunctive relief and specific performance.

(d). LESSEE shall not unreasonably disrupt or disturb the quiet enjoyment of the tenants and occupants of the Property, nor shall LESSEE's use of the Easement unreasonably inhibit pedestrian or vehicular access to, from, or within the Property.

14. **REMOVAL AT END OF TERM.** Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. **HOLDOVER.** If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, or if the time for removal of LESSEE's Communications Equipment as contemplated in Paragraph 14 causes LESSEE to remain on the Premises after termination of the Agreement, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed.

16. **LIMITED RIGHT OF FIRST REFUSAL.** This limited right of first refusal is not intended to apply to LESSOR's financing arrangements related to the operation of LESSOR's principal business operations, and specifically does not apply to LESSOR's ability to enter into a definitive agreement for the sale and or purchase by an entity that is in the business of owning, managing or operating communications facilities. This limited right of first refusal is solely intended to apply to entities in the business of acquiring landlord interests in agreements relating to communications facilities ("Aggregators"), to purchase an easement, a lease, a license, or any other interest in some or all of the Premises or to acquire any interest in this Agreement, or an option for the foregoing. If at any time after this agreement is fully executed, LESSOR receives an offer from an Aggregator, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due

diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. Notwithstanding the foregoing, this Section shall be deemed null and void in the event the Premises shall be transferred to and owned by the holder of any deed of trust or mortgage ("Lender") by reason of foreclosure or any other manner.

17. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises and/or Easement, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. **LESSOR'S TITLE.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. **ASSIGNMENT.** Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. In any of the foregoing instances, in order for such transfer by LESSEE to be effective without LESSOR's consent, LESSEE must provide evidence prior to the effective date of such transfer that such assignee has a net worth equal to or greater than that of LESSEE as of the date of this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred by LESSEE without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises and Easement in LESSEE's sole discretion.

20. **NOTICES.** Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Cheshire Station LLC
11501 Northlake Dr.
Cincinnati, Ohio 45249

SITE NAME: Cheshire DT CT
MDG LOCATION ID: 5000207000

LESSEE: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

21. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall use commercially reasonable efforts to obtain a non-disturbance and attornment agreement from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. LESSEE shall be responsible for any and all such costs related to the obtainment and negotiation of any such non-disturbance and attornment agreement. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in a form mutually satisfactory to LESSEE and LESSOR'S lender on LESSOR'S lender's form, provided that such agreement shall include the encumbering party's agreement that, if such party or its successor in interest acquires an ownership interest in the Property, the encumbering party will honor all terms of the Agreement.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within five (5) days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the

violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. **TAXES.**

(a). LESSOR shall invoice and LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the rent or on the LESSEE, including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate,

sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

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

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party, except for such Party's attorney(s), broker(s), lender(s), consultant(s), employee(s), contractor(s), or any other individual with a need to know, or any prospective purchaser(s) of the Property, without the prior written consent of the other or as required by law.

30. Intentionally deleted.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement ("Memo") prepared by LESSEE at LESSEE's sole cost and expense in form and substance reasonably satisfactory to LESSOR, which LESSEE may record with the appropriate recording officer of the local jurisdiction where the Property is located within a commercially reasonable time period following the completed negotiation of such Memo between LESSEE and LESSOR, at LESSEE'S sole cost and expense. Upon expiration or earlier termination of this Agreement, LESSEE agrees to record a termination of Memo within a commercially reasonable time period following this Agreement's expiration or earlier termination, at LESSEE's sole cost and expense. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

SITE NAME: Cheshire DT CT
MDG LOCATION ID: 5000207000

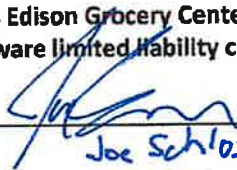
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Cheshire Station LLC
a Delaware limited liability company

By: Phillips Edison Grocery Center Operating Partnership II L.P.
a Delaware limited partnership, its sole member

By: Phillips Edison Grocery Center OP GP II LLC,
a Delaware limited liability company, its General Partner

By: 
Name: Joe Schlosser
Title: SVP
Date: September 21, 2023

LESSEE:

Cellco Partnership d/b/a Verizon Wireless


By: 
Keith Murray
Director Network Field Engineering
Date: 9-17-23

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Cheshire, County of New Haven, State of Connecticut, described as follows:

Parcel One:

A certain piece or parcel of land located on the westerly side of South Main Street (Connecticut Route 10) in the Town of Cheshire, County of New Haven and State of Connecticut, being more particularly bounded and described as follows, to wit:

Commencing at a point located in said westerly line of South Main Street, which point marks the northeasterly corner of the herein described premises and the southeasterly corner of land now or formerly of Peter Crocco, et al; thence running S 19° 26' 30" W along said westerly line of South Main Street, four hundred sixty-six and forty-eight one hundredths (466.48) feet to a point; thence running N 83° 16' 30" W three hundred sixty-four and eighty-five one-hundredths (364.85) feet to a point; thence running N 83° 02' 33" W thirty-five and eighty one-hundredths (35.80) feet to a point, said last two courses being along lands now or formerly of Richard N. Johnson, Chester M. Johnson, et al. and John J. Cull, partly along each; thence running N 1° 35' 56" W four hundred sixty-one and fifty-five one-hundredths" (461.55) feet to a point, said last course being along land now or formerly of South Main Street, Cheshire, Inc.; thence running S 82° 56' 21" E sixty-two and forty-eight one-hundredths (62.48) feet to a point; thence running S 82° 37' 37" E one hundred twenty-four and forty-nine one-hundredth (124.49) feet; thence running S 83° 16' 18" E three hundred eighty-three and twenty one-hundredths (383.20) feet to the point or place of beginning, said last Three courses being along lands now or formerly of John I. Carlson, et al., Alfred F. Savaikas, et al, and Peter Crocco, et al., partly along each.

Together with an exclusive 25 foot permanent easement for storm drainage purposes, in through, over and upon the following described premises situated in the said town of Cheshire and more particularly bounded and described as follows:

SITE NAME: Cheshire DT CT
MDG LOCATION ID: 5000207000

Westerly: by South Main Street, 25 feet;

Northerly: by the remaining land of George W. Richard and Gloria T. Richard to the center line of a brook, in straight line;

Easterly: by the centerline of said brook to property, now or formerly of Hutterly,

Southerly: by land, now or formerly of Hutterly.

Parcel Two:

A certain piece or parcel of land located on the westerly side of South Main Street (Connecticut Route 10) in the Town of Cheshire, County of New Haven and State of Connecticut, being more particularly bounded and described as follows, to wit:

Commencing at a point located in said Easterly line of King Road, which point marks the Northwesterly corner of the herein-described premises and the Southwesterly corner of land now or formerly of John I. and Marie G. Carlson; thence running S 82° 56' 21" E along land now or formerly of John I. and Marie G. Carlson, a distance of One Hundred Sixty (160) feet to a point, thence running S 1° 35' 56" E along land designated as Parcel on said map, a distance of Four hundred Sixty-One and Fifty-Five one hundredths (461.55) feet to a point; thence running N 83° 02' 33" W along land now or formerly of John J. Cull, a distance one-hundred sixty (160.00) feet to a point; thence running N 0° 15' 37" E, a distance of three hundred sixteen (316) feet to a point; thence running N 5° 35' 57" W, a distance of one hundred forty-six and thirty-six one-hundredths (146.36) feet to the point or place of beginning, the last two courses being along the Easterly street line of King Road.

Being the same premises as shown on a map entitled "Boundary Survey 1021 South Main Street Cheshire Connecticut Property Owner: Capitol Development Associates Scale 1"= 40' Date: 12-14-98" by Nafis and Young Northford, Connecticut.






SITE NAME: Cheshire DT CT
 MDG LOCATION ID: 5000207000

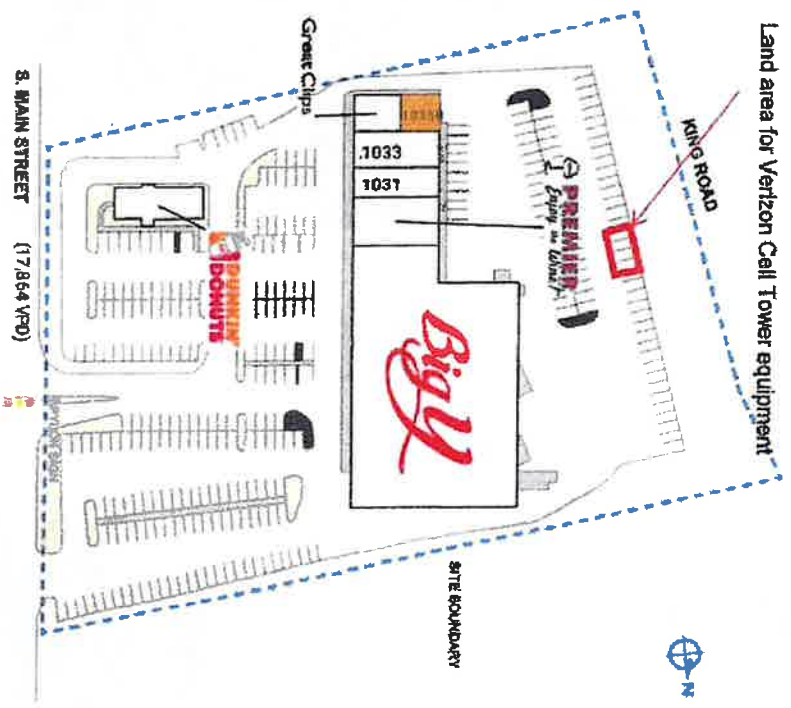
EXHIBIT "B"

SITE PLAN OF THE PREMISES

EVERYBODY'S PLAZA
 1021 South Main Street | Cheshire, CT 06410

SPACE	TENANT	SQ. FT.
1021	Big Y	18,790 SF
1029	Premier Wine & Spirits	3,500 SF
1031	Smoke Gallery	1,265 SF
1033	Parade Spa & Milk	2,420 SF
1035A	Great Clips	1,500 SF
1035B	AVAILABLE	446 SF
1041	Dunkin' Donuts	2,500 SF
TOTAL SQ. FT.		50,905

SITE LEGEND	
	Available
	Leased (not occupied)
	Occupied
	Owned by Others
	Site Boundary



Disclaimer: This site plan is for general information purposes only and is not intended to constitute representations and warranties by Landlord as to the ownership of the real property depicted herein or the identity or status of any property shown.

PHILLIPS EDISON & COMPANY

NOTES:

- LEASE EXHIBIT DRAWINGS ARE DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING LOCATION AND SIZE OF THE PROP. UNLESS OTHERWISE NOTED, THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.
- THE PROP. EQUIPMENT INSTALLATION INDICATED HEREIN IS SUBJECT TO A GEO-TECHNICAL INVESTIGATION & STRUCTURAL DESIGN OF THE PROP. SUPPORTING TOWER STRUCTURE.
- COORDINATES & GROUND ELEVATION INDICATED HEREIN WERE ESTABLISHED FROM GOOGLE EARTH & CT UDAR AND ARE SUBJECT TO THE COMPLETION OF A FAA-1A SURVEY CERTIFICATION.

PROPERTY INFORMATION:

SITE NAME: CHESHIRE DT CT
 PROJECT CODE: 2017184848
 LOCATION CODE: A88828
 SITE ADDRESS: 1021-1041 SOUTH MAIN STREET
 CHESHIRE, CT 06410

SITE INFORMATION:

MAP: 78
 LOT: 98
 ZONING: C-3
 L-DIMENSIONS: 72' 6" 80.0' W
 ELEVATION: ... 161' ± ANSL (CT UDAR)

OWNER INFORMATION:

OWNER: CHESHIRE STATION LLO
 LANDLORD: ... 1021 SOUTH MAIN STREET
 CHESHIRE, CT 06410

CALLER, PANEL, ANTENNAS:

ALPHA 90.0' ± AGL
 BETA 90.0' ± AGL
 GAMMA 90.0' ± AGL

1 SITE PLAN
 SCALE: 1" = 200'-0"

KEY PLAN
 SCALE: 1" = 800'-0"

PROF. SITE ACCESS ROUTE

EXIST. UTILITY POLE
 (SNET Co. #6748)

APPROX. LOCATION OF EXIST. PUMP CHAMBER
 EXIST. UTILITY POLE
 (SNET Co. #43887)

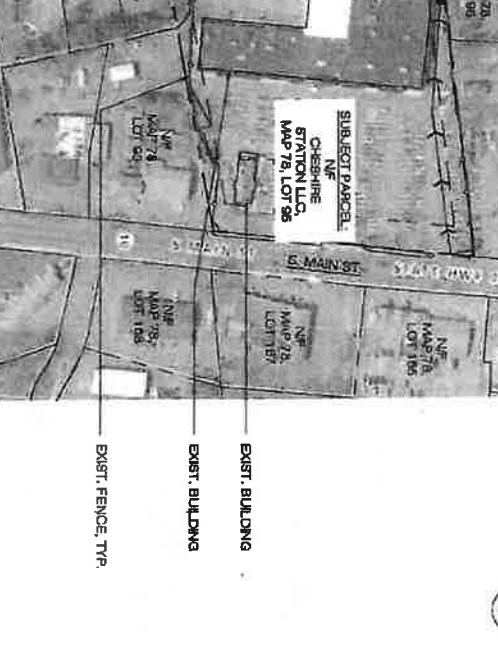
EXIST. TREE LINE

APPROX. ROUTE OF PROP. LESSEE OH FIBER SERVICE FROM EXIST. UTILITY POLE (SNET Co. #43887) AT KING STREET VIA EXIST. UTILITY EASEMENT, TO EXIST. POLE (SNET #4748) THEN PROP. BLEED/FIBER SERVICE ROUTED UG TO PROP. LESSEE EQUIPMENT FACILITY VIA NEW UTILITY EASEMENT, AS DETERMINED BY LOCAL UTILITY PROVIDER.

PROP. LESSEE 1890± SF IRREGULARLY SHAPED LEASE AREA & 20'±889± (1720± 8.7') FENCED COMPOUND W/ GRAVEL TREATMENT.

EXIST. CATCH BASIN, TYP 694U

EXIST. PROPERTY LINE, TYP



1 SITE PLAN
 SCALE: 1" = 200'-0"

KEY PLAN
 SCALE: 1" = 800'-0"

SITE PLAN REFERENCE:

- TOWN OF CHESHIRE, GIS, MapXpress
- PROPERTY INFORMATION, VERIZON 1021-1041 SOUTH MAIN STREET, CHESHIRE, CT 06410 PARCEL ID: 00392100
- BASE MAPPING SUPPLIED W/ FIELD MEASUREMENTS OBTAINED BY ALL-POINTS TECHNOLOGY CORP. ON 09/05/22 & 09/18/22.

REVISIONS:

REV: 05/23/22 FOR REVIEW: JRM
 REV: 08/07/22 FOR REVIEW: JRM

APPROVALS: LANDLORD: _____ DATE: _____ ; RF ENGINEER: _____ DATE: _____

verizon

CELLCO PARTNERSHIP d/b/a

CHESHIRE DT CT
 1021-1041 SOUTH MAIN STREET
 CHESHIRE, CT 06410

SHEET NUMBER:
LE-1

APPT FILING NUMBER: CT141_13300

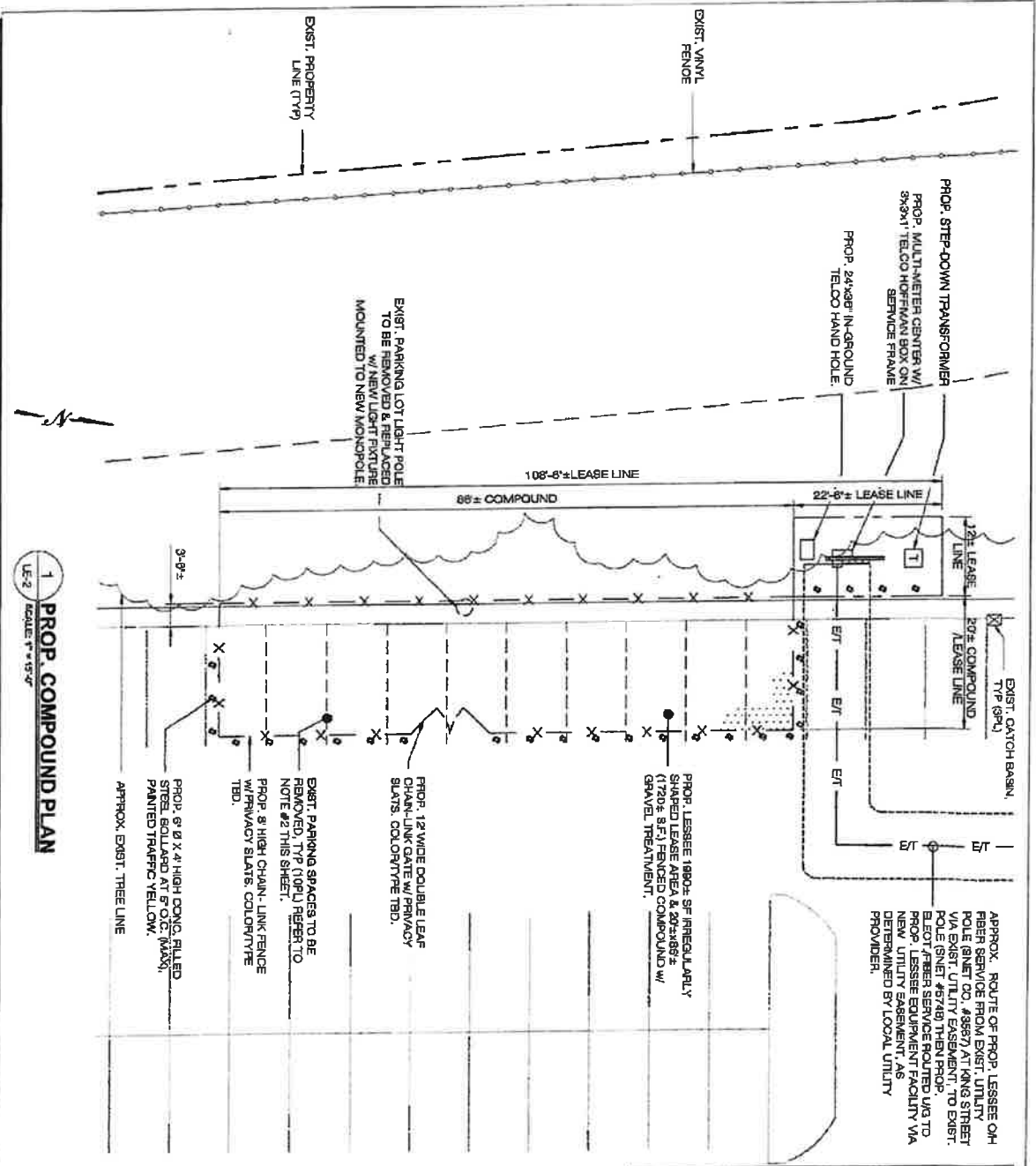
DATE OF DV: 05/05/22 **DRAWN BY:** DRA

DATE: 08/23/22 **CHECKED BY:** JRM

VZ PROJECT CODE: 20171645485 **VZ LC:** 489028

VZ FILE ID: 2223597

ALL-POINTS TECHNOLOGY CORPORATION
 807 WALSHALL STREET EXTENSION - SUITE 511
 WETHERFIELD, CT 06098
 WWW.ALLPOINTSTECH.COM FAX: (860) 663-0292



1
LE-2
SCALE: 1"=10'-0"

PROP. COMPOUND PLAN

- NOTES:**
1. ROUTE OF PROP. ELEC. & FIBER SERVICE FROM EXIST. UTILITY DEMANDS SUBJECT TO LOCAL UTILITY CO. REVIEW AND APPROVAL.
 2. PROP. EQUIP. FACILITY DESIGN SUBJECT TO THE COMPLETION OF A PARKING STUDY FOR SUBJECT PROPERTY. PROP. DESIGN REQUIRES THE ELIMINATION OF 10 EXIST. PARKING SPACES.
 3. SITE DESIGN IS PREDICATED ON THE USE OF EITHER NATURAL GAS POWERED OR DIESEL GENERATOR. IT IS SUBJECT TO REVIEW OF A GAS CONSULT ESTABLISHING THE ADEQUACY OF THE EXIST. NATURAL GAS SERVICE TO SUPPORT PROP. FACILITY.
 4. THE PROP. EQUIPMENT INSTALLATION INDICATED HEREIN IS PREDICATED ON THE INSTALLATION OF A CASSION FOUNDATION AND SUBJECT TO A GEO-TECHNICAL INVESTIGATION & STRUCTURAL DESIGN OF THE PROP. SUPPORTING TOWER STRUCTURE.
 5. ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEES/ENGINEER, STRUCTURAL AND RF ENGINEERS.

REVISIONS:
 -REV# 06/06/22: FOR REVIEW- JRM
 -REV# 06/07/22: FOR REVIEW- JRM

	APT FILING NUMBER: CT141_13900	CHESHIRE DT CT 1021-1041 SOUTH MAIN STREET CHESHIRE, CT 06410	SHEET NUMBER:
	DATE OF BY: 06/06/22		DRAWN BY: DRA
DATE: 06/22/22	CHECKED BY: JRM	VZ PROJECT CODE: 20171045495 VZ FLZE ID: 2222597 VZ LC: 460929	 687 VALHALL STREET EXTENSION - SUITE 511 WATERFORD, CT 06093 PHONE: (860) 462-1887 WWW.ALLPOINTS.COM FAX: (860) 462-0836
APPROVALS: LANDLORD:	DATE:	: RF ENGINEER:	DATE: