

OPTION AND GROUND LEASE AGREEMENT
STATE OF CONNECTICUT

THIS OPTION AND GROUND LEASE AGREEMENT (the "Agreement") is made as of the date of the final signature below, by and between RICHARD M. ANDERSON ("Lessor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Lessee").

1. Definitions.

"Agreement" means this Option and Ground Lease Agreement.

"Approvals" means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

"Commencement Date" means the first day of the month following the month in which the Option is exercised pursuant to Section 4(C) of this Agreement.

"Defaulting Party" means the party to this Agreement that has defaulted as provided for in Section 28 of this Agreement.

"Due Diligence Investigation" has the meaning set forth in Section 3 of this Agreement.

"Easements" and "Utility Easement" have the meanings set forth in Section 9 of this Agreement.

"Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil

or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Improvements" means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

"Initial Term" means a period of twenty-five (25) years following the Commencement Date.

"Lease Term" means the Initial Term and any Renewal Terms.

"Leased Premises" means that portion of Lessor's Property consisting of a parcel of approximately 100 feet by 100 feet as described in the sketch attached hereto as **Exhibit "B"**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 8.

"Lessee's Notice Address" means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

"Lessor's Notice Address" means 8 ½ Lakeview Street, East Hampton. Phone: (860) 301-4884.

"Lessor's Property" means the parcel of land located in the Town of East Hampton, County of Middlesex, State of Connecticut, as shown on the Tax Map of said Town as Tax Parcel Number R00098 (26-85-25), being further described in the instrument recorded in Clerk's Office for the Town of East Hampton in Book 349 Page 358 and in Book 349, Page 361, a copy of said instruments being attached hereto as **Exhibit "A"**.

"Non-Defaulting Party" means the party to this Agreement that has not defaulted as provided for in Section 28 of this Agreement.

"Option" means the exclusive right granted to Lessee by Lessor to lease the Leased Premises pursuant to Section 2 of this Agreement.

"Option Extension Fee" means the sum of [REDACTED].

"Option Fee" means the sum of [REDACTED].

"Option Period" means the twelve (12) month period commencing on the date of this Agreement.

"Renewal Option Period" has the meaning set forth in Section 4(A) of this Agreement.

"Renewal Term" means a period of twenty-five (25) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

"Rent" means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of [REDACTED] per year to be paid in equal monthly installments of [REDACTED]. After the first five (5) years of the Lease Term and every five (5) years thereafter (the "Adjustment Date"), the Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator published three (3) months prior to the Adjustment Date, by the CPI-U indicator published five (5) years and three (3) months prior to the Adjustment Date, and multiply the resultant number by the monthly lease rental amount of the most recent past rent. In no event shall the increase in rent calculated for any five (5) year period exceed [REDACTED] of the most recent past rent.

2. Grant of Option to Lease. In consideration of the Option Fee paid by Lessee to Lessor upon Lessee's execution of this Agreement, Lessor hereby grants to Lessee the Option during the Option Period to lease, on the terms and conditions set forth in this Agreement, the Leased Premises.

3. Due Diligence Investigation.

(A) Inspection Rights. During the Option Period, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers,

and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on or off Lessor's Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's use as defined in this Agreement, all at Lessee's expense (the "Due Diligence Investigation"). Activities conducted in connection with Lessee's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

(B) Temporary Access Road and Easement for Due Diligence Investigation. To facilitate Lessee's Due Diligence Investigation, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on **Exhibit "B"**. Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

4. Extension, Termination and Exercise of Option.

(A) Right to Extend Option Period. If the Option is not exercised or terminated by

Lessee during the Option Period, the Option shall be automatically extended for three (3) additional one (1) year periods (each year a "Renewal Option Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. In consideration of the extension of the Option pursuant to each Renewal Option Period, Lessee shall pay to Lessor the Option Extension Fee within thirty (30) days of the commencement of each Renewal Option Period.

(B) Right to Terminate Option. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any extension thereof by sending written notice of termination to Lessor.

(C) Expiration of Option Term; Exercise of Option. If, upon expiration of the Option Period (as it may have been extended) Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid. Prior to expiration of the Option Period (as it may have been extended) Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon the Commencement Date, the Lease Term shall commence and the Easements shall become effective.

5. Lessor's Cooperation. During the Option Period and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon

Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

6. Lease Term. Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for three (3) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

7. Rent. Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.

8. Leased Premises; Survey. Following exercise of the Option and completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built"

survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

9. Easements. Conditioned upon and subject to commencement of the Lease Term, Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iv) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes; provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, at the sole option

of Lessee, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

10. Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

11. Use of Property. The Leased Premises and the Easements shall be used for the purpose of (i) constructing, maintaining and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

12. Removal of Obstructions. Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the

Easements. Lessee shall dispose of any materials removed.

13. Hazardous Materials.

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

14. Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed

by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

15. Insurance. At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

16. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

17. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party

will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

18. Right of First Refusal. If, during the Option Period or the Lease Term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, 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, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30)

days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

19. Sale of Property. If during the Option Period, as same may be extended, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement.

20. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

21. Recording. Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

22. Hold Harmless. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

23. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

24. Interference with Lessee's Business. Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

25. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

26. Mortgages. This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee may withhold and accrue.

without interest, the Rent until such time as Lessee receives all such documentation.

27. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easements. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of this Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

28. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party

has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months' Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate this Agreement, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

29. Limitation on Damages. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or

punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

30. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.

31. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

32. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

33. Miscellaneous.

(A) Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and

understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(B) Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(C) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(D) Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

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

(F) IRS Form W-9. Lessor agrees to provide Lessee 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 Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after

Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

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IN WITNESS WHEREOF. Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

Signed, Sealed and Delivered
In the presence of:

Barbara A. Forcee

Witness #1 BARBARA L. POWELL

Vi Kemp

Witness #2 Vi L. KEMP

Richard M. Anderson (SEAL)

Richard M. Anderson

Date: 1-9-18

STATE OF Connecticut)

SS:

COUNTY OF Middlesex)

The foregoing Option and Ground Lease Agreement was acknowledged before me this 9th day of January, 2018, by Richard M. Anderson.

Vi Kemp

Print Name: Vi KEMP

Notary Public/ Commissioner of Superior Court

My Commission Expires: August 31, 2018

[AFFIX STAMP OR SEAL]



LESSEE:

Signed Sealed and Delivered
in the Presence of:

Global Signal Acquisitions IV LLC.
a Delaware limited liability company

Witness #1

By: _____ (SEAL)

Print Name: _____

Title: _____

Witness #2

STATE OF _____)

SS:

COUNTY OF _____)

On this the ____ day of _____, 201____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and that he/she as such _____, being authorized so to do executed the foregoing Option and Ground Lease Agreement for the same for the purposes therein contained, by signing the name of the limited liability company, by himself/herself as _____.

In witness whereof I hereunto set my hand.

Signature of notary public
Print name: _____
Date commission expires: _____
[affix stamp or seal]

EXHIBIT "A"

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1691

STATUTORY FORM QUIT CLAIM DEED

Richard M. Anderson, of East Hampton, Connecticut, duly qualified and authorized trustee under the William F. Anderson Intervivos Trust Agreement, dated March 21, 1991, for no consideration paid, grants to Richard M. Anderson of East Hampton, Connecticut with QUIT CLAIM COVENANTS, the following described property:

See Attached Schedule A

Being the same premises as conveyed to the Grantor's predecessor trustee by virtue of a Quit Claim Deed from William F. Anderson and Helen C. Anderson, dated May 23, 1991 and recorded in Volume 241, at Page 951 of the East Hampton Land Records

Said premises are subject to any and all provisions of any ordinance, municipal regulation or public or private law, and to taxes owing to the Town of East Hampton on last of October 1, 2001, which taxes the Grantee herein assumes and agrees to pay as part consideration for this deed.

Signed this 9th day of April, 2002.

Witnessed by:

David Markham Markham
Name & Print Name

Richard M. Anderson
Richard M. Anderson, Trustee

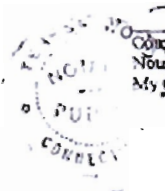
Betty Roly Betty Roly
Name & Print Name

STATE OF CONNECTICUT
COUNTY OF Middlesex ss East Hampton

On this the 9th day of April, 2002, before me, the undersigned officer, personally appeared Richard M. Anderson, Trustee of the William F. Anderson Intervivos Trust Agreement dated March 21, 1991, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained

In Witness Whereof I hereunto set my hand

No Conveyance Tax applied
Richard Baker
Town Clerk of East Hampton



Jessica R. Wood
Commissioner of the Superior Court
Notary Public
My Commission Expires: 2/22/04

GRANTEE ADDRESS:
8 1/2 Intervivos Street,
East Hampton, CT 06424

Attest: Recording Officer
Gary E. Andrews, Esq.
O'Connell, Flaherty & Attardo, L.L.C.
280 Franklin Street, Hartford, CT 06103

an undivided one-half (1/2) interest in two (2) certain pieces or parcels of land, with all buildings and improvements thereon, situated in the Town of East Hampton, County of Middlesex and State of Connecticut, and being more particularly bounded and described as follows:

FIRST PIERCE:

Containing twenty (20) acres, more or less and being more particularly bounded and described as follows:

- SOUTHERLY:** by the Highway, East High Street and by land now or formerly of Canterbury Amalty Co. and Albert W. Hansen, et al, in part by each;
- EASTERLY:** by land now or formerly of Frances O'Neill, et al, and by land now or formerly of William F. Anderson and Helen C. Anderson, in part by each;
- SOUTHERLY:** by land now or formerly of William F. Anderson and Helen C. Anderson, and land now or formerly of Margaret Lawrence, in part by each; and
- WESTERLY:** by land now or formerly of Leonard Erickson, et al, John W. Wallace, et al, Heidebreckson, Inc., and land now or formerly of Jeanette L. Infabere, in part by each.

Being the same premises described in a Warranty Deed from June Nancy Milton and Ruth Emma Anderson dated July 3, 1966 and recorded in Vol. 34, Page 276 of the East Hampton Land Records.

SECOND PIERCE:

Containing twenty-six (26) acres, more or less, bounded and described as follows:

- SOUTHERLY:** by lands now or formerly in part by each Marjorie G. Rosen, Sabina Rosen, Ernest West, J. Russell Conlin, Hans Hansen, Frederick Schumers and Mayo S. Purple;
- EASTERLY:** by land now or formerly of Sabina Rosen, by land now or formerly of Dial Johnson, (land now or formerly of C. G. Devlin, in part by each);
- SOUTHERLY:** by land now or formerly of Mayo S. Purple, land now or formerly of George Cahill, land now or formerly of Maria Archano and land now or formerly of Royal Coff, in part by each; and
- WESTERLY:** by land now or formerly of Sabina Rosen, land now or formerly of Royal Coff and the Highway (Lakeview St.), in part by each.

RECORDED FOR RECORD AT L. HAMPTON, CT
ON 5/4/68 AT 12:51 PM
MAYOR, TOWN OF EAST HAMPTON, NEW YORK
[Signature]

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1693

STATUTORY FORM QUIT CLAIM DEED

Richard M. Anderson, of East Hampton, Connecticut, duly qualified and authorized trustee of the Helen C. Anderson Intervivos Trust Agreement, dated March 21, 1991, for no consideration paid, grants to Richard M. Anderson of East Hampton, Connecticut with QUIT CLAIM COVENANTS, the following described property:

See Attached Schedule A

Being the same premises as conveyed to the Grantor's predecessor trustee by virtue of a Quit Claim Deed from William F. Anderson and Helen C. Anderson, dated May 23, 1991 and recorded in Volume 241, at Page 954 of the East Hampton Land Records.

Said premises are subject to any and all provisions of any ordinance, municipal regulation or public or private law, and to taxes owing to the Town of East Hampton on list of October 1, 2001, which taxes the Grantee herein assumes and agrees to pay in part consideration for this deed.

Signed this 9th day of April, 2002.

Witnessed by:

David Maxham (Signature)

(Title of Public Officer)

Richard M. Anderson (Signature)
Richard M. Anderson, Trustee

Betty Boiy (Signature)
Betty Boiy (Signature)

STATE OF CONNECTICUT
COUNTY OF Middlesex in East Hampton

On this the 9th day of April, 2002, before me, the undersigned officer, personally appeared Richard M. Anderson, Trustee of the Helen C. Anderson Intervivos Trust Agreement dated March 21, 1991, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

My Commission Expires 2/28/04
Town Clerk of East Hampton

Thomas Award
Commissioner of the Superior Court
Notary Public
My Commission Expires 2/28/04

GRANTEE ADDRESS:
8 1/2 Lakeside Street
East Hampton, CT 06424

After Recording, Please Return to:
GUY-G. ACCIARO, Esq.
O'Connell, Fishery & Acciara, L.L.C.
280 Trumbull Street
Hartford, CT 06103

an undivided one-half (1/2) interest in
Two (2) certain pieces or parcels of land, with all buildings
and improvements thereon, situated in the Town of East Hampton,
County of Middlesex and State of Connecticut, and being more
particularly bounded and described as follows:

FIRST PIECE:

Containing twenty (20) acres, more or less and being more
particularly bounded and described as follows:

- WESTERLY:** by the Highway, East High Street and by land
now or formerly of Canterbury Realty Co.
and Albert H. Hansen, et ux, in part by each;
- EASTERLY:** by land now or formerly of Frances O'Neill,
et al, and by land now or formerly of William
F. Anderson and Helen C. Anderson, in part
by each;
- SOUTHERLY:** by land now or formerly of William F. Anderson
and Helen C. Anderson and land now or formerly
of Margaret Lawrence, in part by each; and
- NORTHERLY:** by land now or formerly of Leonard Erlanson,
et ux, John M. Wallace, et ux, Heidelberg
Inn, Inc., and land now or formerly of Jeanette
L. Lefebvre, in part by each.

Being the same premises described in a Warranty Deed from
June Nancy Milton and Ruth Emma Anderson dated July 1, 1944
and recorded in Vol. 84, Page 276 of the East Hampton Land Records.

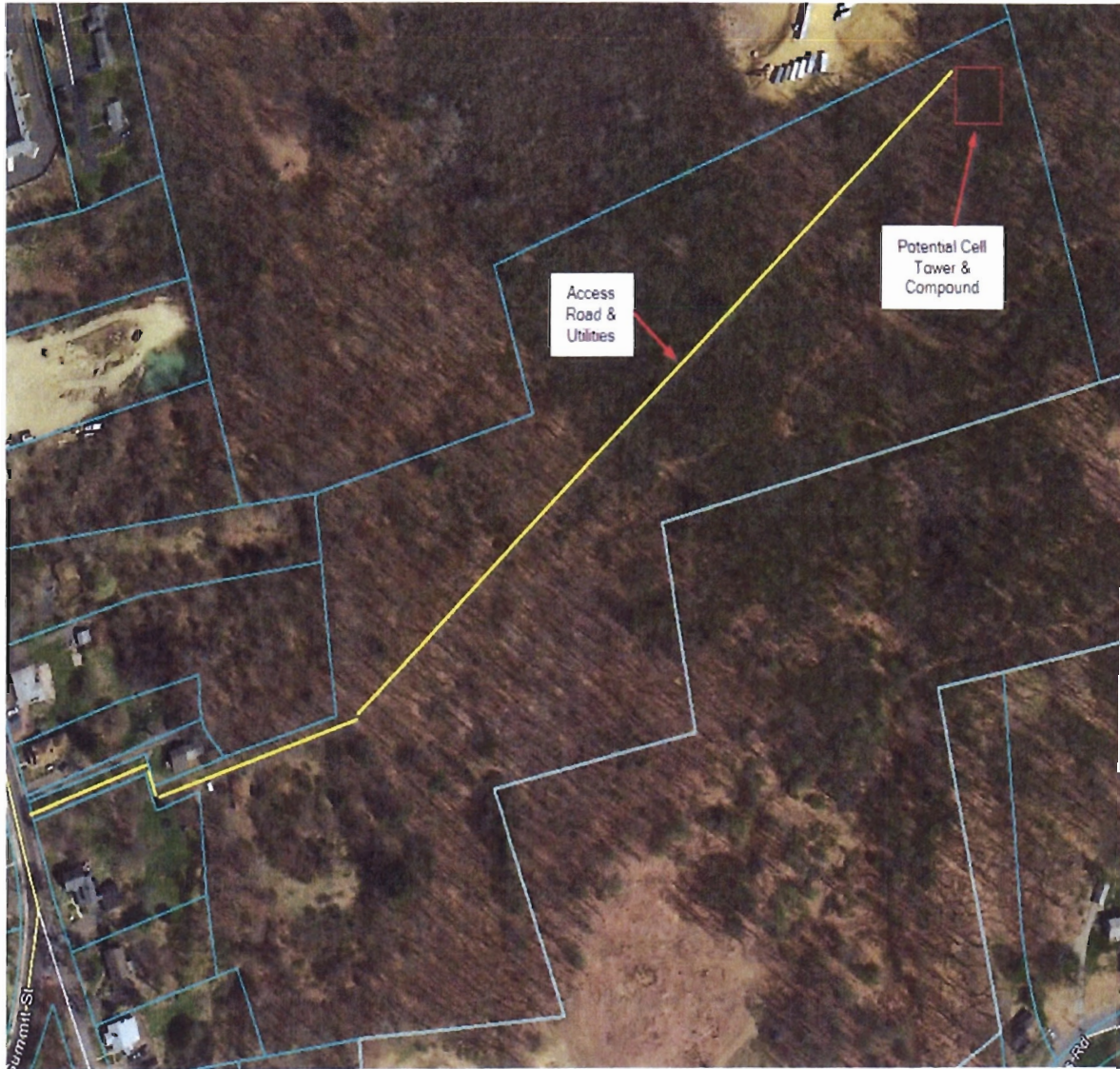
SECOND PIECE:

Containing twenty-six (26) acres, more or less, bounded
and described as follows:

- WESTERLY:** by lands now or formerly in part by each
Marjorie G. House, Sabina House, Ernest West,
J. Howell Conliffe, Hans Hansen, Frederick
Schwarz and Maye S. Purple;
- EASTERLY:** by land now or formerly of Sabina House,
by land now or formerly of Olaf Johnson,
land now or formerly of C. G. Devine, in part
by each;
- SOUTHERLY:** by land now or formerly of Maye S. Purple,
land now or formerly of George Cahill, land
now or formerly of Devine Brothers and land
now or formerly of Royal Goff, in part by
each; and
- NORTHERLY:** by land now or formerly of Sabina House,
land now or formerly of Royal Goff and the
Highway (Lakeview St.), in part by each.

RECEIVED FOR RECORD AT E. HAMPTON CT
05/19/85 AT 10:52 AM
MRS. WALL AND L. ANDERSON; Trust Corp
[Signature] 1885

EXHIBIT "B"



“Lessee’s Notice Address” means c/o Crown Castle USA Inc., General Counsel. Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

“Lessor’s Notice Address” means 8 ½ Lakeview Street, East Hampton, Phone: (860) 301-4884.

“Lessor’s Property” means the parcel of land located in the Town of East Hampton, County of Middlesex, State of Connecticut, as shown on the Tax Map of said Town as Tax Parcel Number R00098 (26-85-25), being further described in the instrument recorded in Clerk’s Office for the Town of East Hampton in Book 349 Page 358 and in Book 349, Page 361, a copy of said instruments being attached hereto as **Exhibit “A”**.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 28 of this Agreement.

“Option” means the exclusive right granted to Lessee by Lessor to lease the Leased Premises pursuant to Section 2 of this Agreement.

“Option Extension Fee” means the sum of One Thousand Five Hundred Dollars (\$1,500.00).

“Option Fee” means the sum of One Thousand Five Hundred Dollars (\$1,500.00).

“Option Period” means the twelve (12) month period commencing on the date of this Agreement.

“Renewal Option Period” has the meaning set forth in Section 4(A) of this Agreement.

“Renewal Term” means a period of twenty-five (25) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of [REDACTED] per year to be paid in equal monthly installments of [REDACTED]

[REDACTED] After the first five (5) years of the Lease Term and every five (5) years thereafter (the “Adjustment Date”), the Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average (“CPI-U”) indicator and shall be determined by dividing the CPI-U indicator published three (3) months prior to the Adjustment Date, by the CPI-U indicator published five (5) years and three (3) months prior to the Adjustment Date, and multiply the resultant number by the monthly lease rental amount of the most recent past rent. In no event shall the increase in rent calculated for any five (5) year period exceed ten percent (10%) of the most recent past rent.

2. Grant of Option to Lease. In consideration of the Option Fee paid by Lessee to Lessor upon Lessee’s execution of this Agreement, Lessor hereby grants to Lessee the Option during the Option Period to lease, on the terms and conditions set forth in this Agreement, the Leased Premises.

3. Due Diligence Investigation.

(A) Inspection Rights. During the Option Period, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers,

and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on or off Lessor's Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's use as defined in this Agreement, all at Lessee's expense (the "Due Diligence Investigation"). Activities conducted in connection with Lessee's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

(B) Temporary Access Road and Easement for Due Diligence Investigation. To facilitate Lessee's Due Diligence Investigation, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on **Exhibit "B"**. Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

4. Extension, Termination and Exercise of Option.

(A) Right to Extend Option Period. If the Option is not exercised or terminated by

BU 876352/BU _____/Richard Wall (Anderson)/B

Lessee during the Option Period, the Option shall be automatically extended for three (3) additional one (1) year periods (each year a "Renewal Option Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. In consideration of the extension of the Option pursuant to each Renewal Option Period, Lessee shall pay to Lessor the Option Extension Fee within thirty (30) days of the commencement of each Renewal Option Period.

(B) Right to Terminate Option. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any extension thereof by sending written notice of termination to Lessor.

(C) Expiration of Option Term; Exercise of Option. If, upon expiration of the Option Period (as it may have been extended) Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid. Prior to expiration of the Option Period (as it may have been extended) Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon the Commencement Date, the Lease Term shall commence and the Easements shall become effective.

5. Lessor's Cooperation. During the Option Period and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon

Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

6. Lease Term. Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for three (3) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

7. Rent. Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.

8. Leased Premises; Survey. Following exercise of the Option and completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built"

survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

9. Easements. Conditioned upon and subject to commencement of the Lease Term, Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iv) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes; provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, at the sole option

of Lessee. Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

10. Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

11. Use of Property. The Leased Premises and the Easements shall be used for the purpose of (i) constructing, maintaining and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

12. Removal of Obstructions. Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the

Easements. Lessee shall dispose of any materials removed.

13. Hazardous Materials.

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

14. Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed

by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

15. Insurance. At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

16. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

17. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party

will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

18. Right of First Refusal. If, during the Option Period or the Lease Term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, 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, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be prorated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30)

days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

19. Sale of Property. If during the Option Period, as same may be extended, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement.

20. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

21. Recording. Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

22. Hold Harmless. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

23. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

24. Interference with Lessee's Business. Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

25. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

26. Mortgages. This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue.

without interest, the Rent until such time as Lessee receives all such documentation.

27. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easements. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of this Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

28. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party

has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months' Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate this Agreement, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

29. Limitation on Damages. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or

punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

30. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.

31. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

32. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

33. Miscellaneous.

(A) Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and

understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(B) Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(C) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(D) Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

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

(F) IRS Form W-9. Lessor agrees to provide Lessee 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 Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after

Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[REMAINDER OF PAGE
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LESSEE:

Signed Sealed and Delivered
in the Presence of:

Global Signal Acquisitions IV LLC.
a Delaware limited liability company

Witness #1

By: _____ (SEAL)

Print Name: _____

Title: _____

Witness #2

STATE OF _____)

) SS:

COUNTY OF _____)

On this the ____ day of _____, 201__, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and that he/she as such _____, being authorized so to do executed the foregoing Option and Ground Lease Agreement for the same for the purposes therein contained, by signing the name of the limited liability company, by himself/herself as _____.

In witness whereof I hereunto set my hand.

Signature of notary public

Print name: _____

Date commission expires: _____

[affix stamp or seal]

EXHIBIT "A"

VOL. 349 ~~PAGES~~ 358

18-

1691

STATUTORY FORM QUIT CLAIM DEED

Richard M. Anderson, of East Hampton, Connecticut, duly qualified and authorized trustee under the William F. Anderson Intervivos Trust Agreement, dated March 21, 1991, for no consideration paid, grants to Richard M. Anderson of East Hampton, Connecticut with QUIT CLAIM COVENANTS, the following described property:

See Attached Schedule A

Being the same premises as conveyed to the Grantor's predecessor trustee by virtue of a Quit Claim Deed from William F. Anderson and Helen C. Anderson, dated May 23, 1991 and recorded in Volume 241, at Page 951 of the East Hampton Land Records

Said premises are subject to any and all provisions of any ordinance, municipal regulation or public or private law, and to taxes owing to the Town of East Hampton on list of October 1, 2001, which taxes the Grantee herein assumes and agrees to pay as part consideration for this deed.

Signed this 9th day of April, 2002.

Witnessed by:

David Markham
(Type & Print Name)

Richard M. Anderson
Richard M. Anderson, Trustee

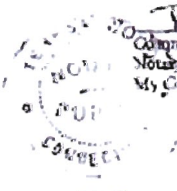
Betty Roly
(Type & Print Name)

STATE OF CONNECTICUT
COUNTY OF Middlesex ss East Hampton

On this the 9th day of April, 2002, before me, the undersigned officer, personally appeared Richard M. Anderson, Trustee of the William F. Anderson Intervivos Trust Agreement dated March 21, 1991, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained

In Witness Whereof I hereunto set my hand

My Conveyance Tax received
Donald Taylor, Esq.
Town Clerk of East Hampton



Thomas Blundo
Commissioner of the Superior Court
Notary Public
My Commission Expires: 2/27/04

GRANTEE ADDRESS:
8 1/2 Lakeside Street,
East Hampton, CT 06424

After Recording Please Return to:
Guy G. Amore, Esq.
O'Connell, Flaherty & Associates, L.L.C.
280 Franklin Street, Hartford, CT 06103

an undivided one-half (1/2) interest in Two (2) certain pieces or parcels of land, with all buildings and improvements thereon, situated in the Town of East Hampton, County of Middlesex and State of Connecticut, and being more particularly bounded and described as follows:

FIRST PIECE:

Containing twenty (20) acres, more or less and being more particularly bounded and described as follows:

- NORTHERLY: by the Highway, East High Street and by land now or formerly of Canterbury Realty Co. and Albert W. Hanson, et al, in part by each;
- EASTERLY: by land now or formerly of Frances O'Neill, et al, and by land now or formerly of William F. Anderson and Helen C. Anderson, in part by each;
- SOUTHERLY: by land now or formerly of William F. Anderson and Helen C. Anderson and land now or formerly of Margaret Lawrence, in part by each; and
- WESTERLY: by land now or formerly of Leonard Erlanson, et al, John W. Collins, et al, Heidemaria Ien, IAN., and land now or formerly of Jeanette L. Lafabvre, in part by each.

Being the same premises described in a Warranty Deed from June Henry Hilton and Ruth Anne Anderson dated July 1, 1900 and recorded in Vol. 44, Page 276 of the East Hampton Land Records.

SECOND PIECE:

Containing twenty-six (26) acres, more or less, bounded and described as follows:

- NORTHERLY: by lands now or formerly in part by each Marjorie G. House, Sabina House, Ernest West, J. Emmet Conklin, Hans Hanson, Frederick Schwarz and Mayo S. Purpie;
- EASTERLY: by land now or formerly of Sabina House; by land now or formerly of Olaf JOHNSON; land now or formerly of C. G. Devlin, in part by each;
- SOUTHERLY: by land now or formerly of Mayo S. Purpie, land now or formerly of George Cahill, land now or formerly of Kevin Brothers and land now or formerly of Royal Coff, in part by each; and
- WESTERLY: by land now or formerly of Sabina House, land now or formerly of Royal Coff and the Highway (Lakeview St.), in part by each.

RECEIVED FOR RECORD AT E. HAMPTON, CT
ON 15/1/08 AT 12:51 PM
MARCO, RECORDS, HARTMAN Town Clerk
[Signature]

18-

16 43

STATUTORY FORM QUIT CLAIM DEED

Richard M. Anderson, of East Hampton, Connecticut, duly qualified and authorized trustee of the Helen C. Anderson Intervivos Trust Agreement, dated March 21, 1991, for no consideration paid, grants to Richard M. Anderson of East Hampton, Connecticut with QUIT CLAIM COVENANTS, the following described property:

See Attached Schedule A

Being the same premises as conveyed to the Grantor's predecessor trustee by virtue of a Quit Claim Deed from William F. Anderson and Helen C. Anderson, dated May 23, 1991 and recorded in Volume 241, at Page 954 of the East Hampton Land Records.

Said premises are subject to any and all provisions of any ordinance, municipal regulation or public or private law, and to taxes owing to the Town of East Hampton on list of October 1, 2001, which taxes the Grantee herein assumes and agrees to pay as part consideration for this deed.

Signed this 9th day of April, 2002.

Witnessed by:

David MacLean Richard M. Anderson
(Sign & Print Name) Richard M. Anderson, Trustee

Betty Foley Betty Foley
(Sign & Print Name)

STATE OF CONNECTICUT,
COUNTY OF Middlesex East Hampton

On this the 9th day of April, 2002, before me, the undersigned officer, personally appeared Richard M. Anderson, Trustee of the Helen C. Anderson Intervivos Trust Agreement dated March 21, 1991, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

No Connecticut Tax received
[Signature]
Town Clerk of East Hampton
Thomas Award
Commissioner of the Superior Court
Notary Public
My Commission Expires 2/27/04

GRANTEE ADDRESS:
8 1/2 Lakeside Street
East Hampton, CT 06424

After Recording Please Return to:
Galy-Gi, Attorneys, P.C.
O'Connell, Fishery & Attorno, L.L.C.
280 Trumbull Street
Sartford, CT 06183

as undivided one-half (1/2) interest in
Two (2) certain pieces or parcels of land, with all buildings
and improvements thereon, situated in the Town of East Hampton,
County of Middlesex and State of Connecticut, and being more
particularly bounded and described as follows:

FIRST PIECE:

Containing twenty (20) acres, more or less and being more
particularly bounded and described as follows:

- NORTHERLY:** by the Highway, East High Street and by land now or formerly of Canterbury Realty Co. and Albert M. Hansen, et ux, in part by each;
- EASTERLY:** by land now or formerly of Frances O'Neill, et al, and by land now or formerly of William P. Anderson and Helen C. Anderson, in part by each;
- SOUTHERLY:** by land now or formerly of William F. Anderson and Helen C. Anderson, and land now or formerly of Margaret Lawrence, in part by each; and
- WESTERLY:** by land now or formerly of Leonard Kristanson, et ux, John W. Wallace, et ux, Weidberg Inc, Inc., and land now or formerly of Jeanette L. Lafabvre, in part by each.

Being the same premises described in a Warranty Deed from
Jesse Nancy Wilton and Ruth Emma Anderson dated July 1, 1954
and recorded in Vol. 84, Page 270 of the East Hampton Land Records.

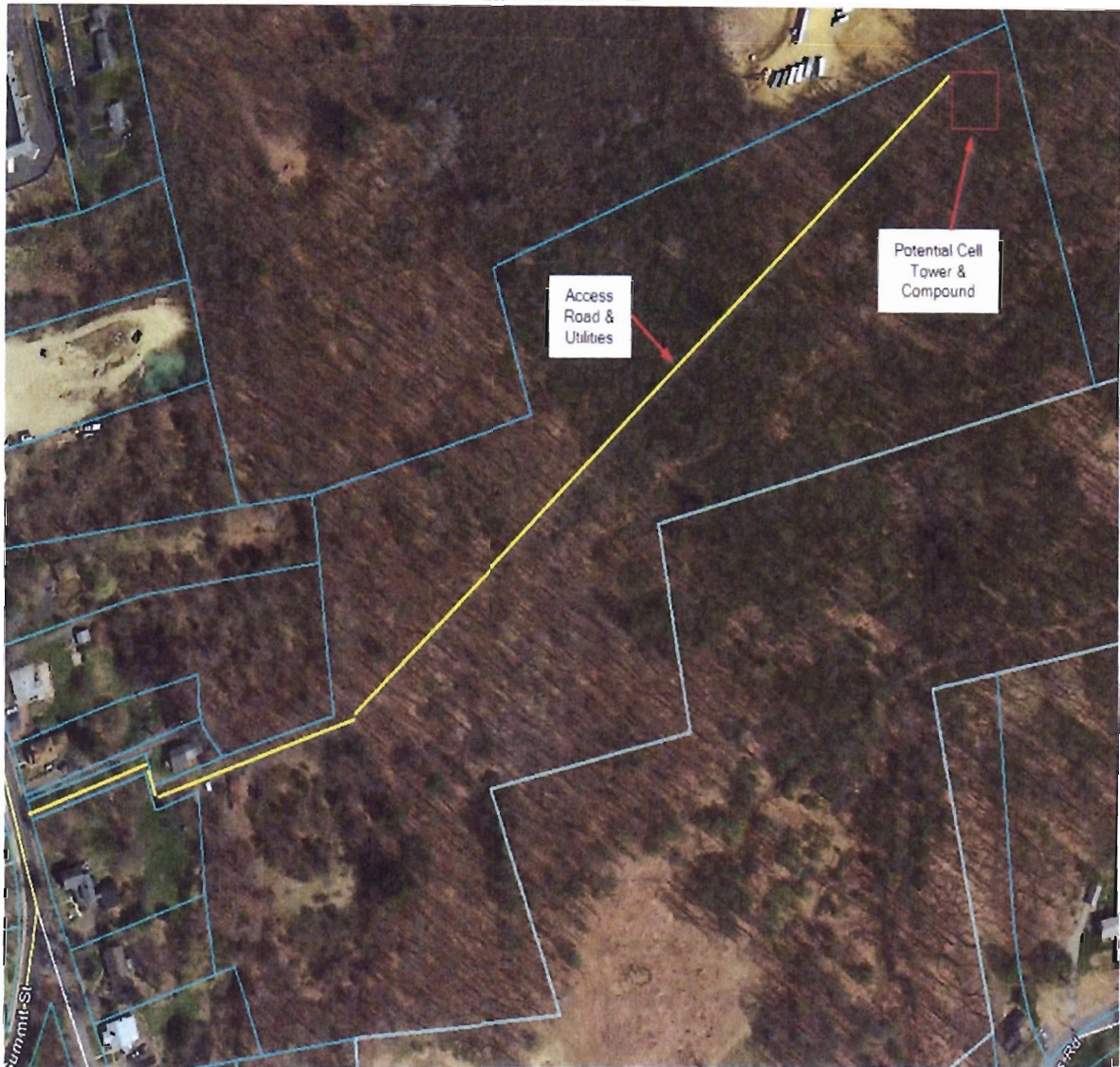
SECOND PIECE:

Containing twenty-six (26) acres, more or less, bounded
and described as follows:

- NORTHERLY:** by lands now or formerly in part by each Marjorie G. House, Sabina House, Ernest West, J. Howell Conklin, Hans Hansen, Frederick Schwarz and Maye S. Purple;
- EASTERLY:** by land now or formerly of Sabina House, by land now or formerly of Olaf Johnson, land now or formerly of C. G. Bevin, in part by each;
- SOUTHERLY:** by land now or formerly of Maye S. Purple, land now or formerly of George Cahill, land now or formerly of Bevin Brothers and land now or formerly of Royal Goff, in part by each; and
- WESTERLY:** by land now or formerly of Sabina House, land now or formerly of Royal Goff and the Highway (Lakeview St.), in part by each.

RECEIVED FOR RECORD AT E. HAMPTON CT
1959/12/13 10:52 AM
ALLEN, WALLACE J., REGISTRAR
[Signature]

EXHIBIT "B"



OPTION AND GROUND LEASE AGREEMENT
STATE OF CONNECTICUT

THIS OPTION AND GROUND LEASE AGREEMENT (the "Agreement") is made as of the date of the final signature below, by and between RICHARD M. ANDERSON ("Lessor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Lessee").

1. Definitions.

"Agreement" means this Option and Ground Lease Agreement.

"Approvals" means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

"Commencement Date" means the first day of the month following the month in which the Option is exercised pursuant to Section 4(C) of this Agreement.

"Defaulting Party" means the party to this Agreement that has defaulted as provided for in Section 28 of this Agreement.

"Due Diligence Investigation" has the meaning set forth in Section 3 of this Agreement.

"Easements" and "Utility Easement" have the meanings set forth in Section 9 of this Agreement.

"Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil

or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Improvements" means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

"Initial Term" means a period of twenty-five (25) years following the Commencement Date.

"Lease Term" means the Initial Term and any Renewal Terms.

"Leased Premises" means that portion of Lessor's Property consisting of a parcel of approximately 100 feet by 100 feet as described in the sketch attached hereto as **Exhibit "B"**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 8.

“Lessee’s Notice Address” means c/o Crown Castle USA Inc., General Counsel. Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317-8564. 1-866-482-8890.

“Lessor’s Notice Address” means 8 ½ Lakeview Street, East Hampton, Phone: (860) 301-4884.

“Lessor’s Property” means the parcel of land located in the Town of East Hampton, County of Middlesex, State of Connecticut, as shown on the Tax Map of said Town as Tax Parcel Number R00098 (26-85-25), being further described in the instrument recorded in Clerk’s Office for the Town of East Hampton in Book 349 Page 358 and in Book 349, Page 361, a copy of said instruments being attached hereto as **Exhibit “A”**.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 28 of this Agreement.

“Option” means the exclusive right granted to Lessee by Lessor to lease the Leased Premises pursuant to Section 2 of this Agreement.

“Option Extension Fee” means the sum of One Thousand Five Hundred Dollars (\$1,500.00).

“Option Fee” means the sum of One Thousand Five Hundred Dollars (\$1,500.00).

“Option Period” means the twelve (12) month period commencing on the date of this Agreement.

“Renewal Option Period” has the meaning set forth in Section 4(A) of this Agreement.

“Renewal Term” means a period of twenty-five (25) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of Eighteen Thousand Dollars (\$18,000.00) per year to be paid in equal monthly installments of One Thousand Five Hundred Dollars (\$1,500.00). After the first five (5) years of the Lease Term and every five (5) years thereafter (the “Adjustment Date”), the Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average (“CPI-U”) indicator and shall be determined by dividing the CPI-U indicator published three (3) months prior to the Adjustment Date, by the CPI-U indicator published five (5) years and three (3) months prior to the Adjustment Date, and multiply the resultant number by the monthly lease rental amount of the most recent past rent. In no event shall the increase in rent calculated for any five (5) year period exceed ten percent (10%) of the most recent past rent.

2. Grant of Option to Lease. In consideration of the Option Fee paid by Lessee to Lessor upon Lessee’s execution of this Agreement, Lessor hereby grants to Lessee the Option during the Option Period to lease, on the terms and conditions set forth in this Agreement, the Leased Premises.

3. Due Diligence Investigation.

(A) Inspection Rights. During the Option Period, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers,

and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on or off Lessor's Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's use as defined in this Agreement, all at Lessee's expense (the "Due Diligence Investigation"). Activities conducted in connection with Lessee's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

(B) Temporary Access Road and Easement for Due Diligence Investigation. To facilitate Lessee's Due Diligence Investigation, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on **Exhibit "B"**. Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

4. Extension, Termination and Exercise of Option.

(A) Right to Extend Option Period. If the Option is not exercised or terminated by

Lessee during the Option Period, the Option shall be automatically extended for three (3) additional one (1) year periods (each year a "Renewal Option Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. In consideration of the extension of the Option pursuant to each Renewal Option Period, Lessee shall pay to Lessor the Option Extension Fee within thirty (30) days of the commencement of each Renewal Option Period.

(B) Right to Terminate Option. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any extension thereof by sending written notice of termination to Lessor.

(C) Expiration of Option Term; Exercise of Option. If, upon expiration of the Option Period (as it may have been extended) Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid. Prior to expiration of the Option Period (as it may have been extended) Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon the Commencement Date, the Lease Term shall commence and the Easements shall become effective.

5. Lessor's Cooperation. During the Option Period and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon

Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

6. Lease Term. Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for three (3) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

7. Rent. Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.

8. Leased Premises; Survey. Following exercise of the Option and completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built"

survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

9. Easements. Conditioned upon and subject to commencement of the Lease Term, Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee. Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iv) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes; provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, at the sole option

of Lessee, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility (collectively, the “Easements”). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

10. Lessee’s Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days’ prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

11. Use of Property. The Leased Premises and the Easements shall be used for the purpose of (i) constructing, maintaining and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee’s sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee’s wireless communications facility shall not constitute a fixture.

12. Removal of Obstructions. Lessee has the right to remove obstructions from Lessor’s Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee’s use of the Leased Premises or the

Easements. Lessee shall dispose of any materials removed.

13. Hazardous Materials.

(A) Lessee’s Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor’s Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor’s Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Materials on Lessor’s Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

14. Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor’s Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor’s Property that are directly attributable to the Improvements constructed

by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

15. Insurance. At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

16. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

17. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party

will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

18. Right of First Refusal. If, during the Option Period or the Lease Term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, 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, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be prorated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30)

days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

19. Sale of Property. If during the Option Period, as same may be extended, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement.

20. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

21. Recording. Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

22. Hold Harmless. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

23. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

24. Interference with Lessee's Business. Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

25. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

26. Mortgages. This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue.

without interest, the Rent until such time as Lessee receives all such documentation.

27. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easements. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of this Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

28. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party

has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months' Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate this Agreement, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

29. Limitation on Damages. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or

punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

30. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.

31. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

32. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

33. Miscellaneous.

(A) Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and

understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(B) Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(C) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(D) Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

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

(F) IRS Form W-9. Lessor agrees to provide Lessee 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 Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after

Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[REMAINDER OF PAGE
INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

Signed, Sealed and Delivered
In the presence of:

Barbara L. Powell

Witness #1: BARBARA L. POWELL

Vi L. Kemp

Witness #2: VI L. KEMP

Richard M. Anderson (SEAL)
Richard M. Anderson

Date: 1-9-18

STATE OF Connecticut)
COUNTY OF Middlesex) SS:

The foregoing Option and Ground Lease Agreement was acknowledged before me this 9th day of January, 2018, by Richard M. Anderson.

Vi Kemp
Print Name: Vi KEMP

Notary Public/ Commissioner of Superior Court

My Commission Expires: August 31, 2018

[AFFIX STAMP OR SEAL]

LESSEE:

Signed Sealed and Delivered
in the Presence of:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

Witness #1

By: _____ (SEAL)

Print Name: _____

Title: _____

Witness #2

STATE OF _____)

) SS:

COUNTY OF _____)

On this the _____ day of _____, 201____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and that he/she as such _____, being authorized so to do executed the foregoing Option and Ground Lease Agreement for the same for the purposes therein contained, by signing the name of the limited liability company, by himself/herself as _____.

In witness whereof I hereunto set my hand.

Signature of notary public
Print name: _____
Date commission expires: _____
[affix stamp or seal]

EXHIBIT "A"

VOL. # 349 ~~358~~

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1691

STATUTORY FORM QUIT CLAIM DEED

Richard M. Anderson, of East Hampton, Connecticut, duly qualified and authorized trustee under the William F. Anderson Intervivos Trust Agreement, dated March 21, 1991, for no consideration paid, grants to Richard M. Anderson of East Hampton, Connecticut with QUIT CLAIM COVENANTS, the following described property:

See Attached Schedule A

Being the same premises as conveyed to the Grantor's predecessor trustee by virtue of a Quit Claim Deed from William F. Anderson and Helen C. Anderson, dated May 23, 1991 and recorded in Volume 241, at Page 951 of the East Hampton Land Records

Said premises are subject to any and all provisions of any ordinance, municipal regulation or public or private law, and to taxes owing to the Town of East Hampton on list of October 1, 2001, which taxes the Grantee herein assumes and agrees to pay as part consideration for this deed.

Signed this 9th day of April, 2002.

Witnessed by:

David Markham Richard M. Anderson
(Sign & Print Name) Richard M. Anderson, Trustee

Betty Roly Betty Roly
(Sign & Print Name)

STATE OF CONNECTICUT
COUNTY OF Middlesex ss East Hampton

On this the 9th day of April, 2002, before me, the undersigned officer, personally appeared Richard M. Anderson, Trustee of the William F. Anderson Intervivos Trust Agreement dated March 21, 1991, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained

In Witness Whereof I hereunto set my hand

No Conveyance Tax received
Shirley A. Taylor
Town Clerk of East Hampton

GRANTEE ADDRESS:
8 1/2 Lincroft Street,
East Hampton, CT 06424

Janeen Blum
Commissioner of the Superior Court
Notary Public
My Commission Expires: 2/29/04

After Recording Please Return to:
Gry G. Attmore, Esq.
O'Connell, Flaherty & Attmore, L.L.C.
280 Temple Street, Hartford, CT 06103

an undivided one-half (1/2) interest in two (2) certain pieces or parcels of land, with all buildings and improvements thereon, situated in the Town of East Hampton, County of Suffolk and State of Connecticut, and being more particularly bounded and described as follows:

FIRST PIECE:

Containing twenty (20) acres, more or less and being more particularly bounded and described as follows:

- NORTHERLY: by the Highway, East High Street and by land now or formerly of Canterbury Realty Co. and Albert W. Hansen, et al., in part by each;
- EASTERLY: by land now or formerly of Frances O'Neill, et al., and by land now or formerly of William F. Anderson and Helen C. Anderson, in part by each;
- SOUTHERLY: by land now or formerly of William F. Anderson and Helen C. Anderson and land now or formerly of Margaret Lawrence, in part by each; and
- WESTERLY: by land now or formerly of Leonard Erlanson, et al., John W. Wallace, et al., Heidelberg Inc., Inc., and land now or formerly of Jeanette L. Leisberg, in part by each.

Being the same premises described in a Warranty Deed from June Nancy Hiltow and Ruth Emma Anderson dated July 3, 1954 and recorded in Vol. 64, Page 270 of the East Hampton Land Records.

SECOND PIECE:

Containing twenty-six (26) acres, more or less, bounded and described as follows:

- NORTHERLY: by lands now or formerly in part by each Marjorie D. Moore, Sabine Moore, Ernest West, J. Rowell Goshlin, Hans Hansen, Frederick Schwart and Maye S. Purdie;
- EASTERLY: by land now or formerly of Sabine House, by land now or formerly of Olaf Johansen, land now or formerly of C. C. Bevin, in part by each;
- SOUTHERLY: by land now or formerly of Maye S. Purdie, land now or formerly of George Cahill, land now or formerly of Kevin Arathote and land now or formerly of Royal Goff, in part by each; and
- WESTERLY: by land now or formerly of Sabine House, land now or formerly of Royal Goff and the highway (Lakeview St.), in part by each.

RECEIVED FOR RECORD AT S. HAMPTON CT
ON 5/1/58 AT 12:31 PM
AMER. TRUST CO. HANSONHAM Trust Dept
[Signature]

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1693

STATUTORY FORM QUIT CLAIM DEED

Richard M. Anderson, of East Hampton, Connecticut, duly qualified and authorized trustee of the Helen C. Anderson Intervivos Trust Agreement, dated March 21, 1991, for no consideration paid, grants to Richard M. Anderson of East Hampton, Connecticut with QUIT CLAIM COVENANTS, the following described property:

See Attached Schedule A

Being the same premises as conveyed to the Grantor's predecessor trustee by virtue of a Quit Claim Deed from William F. Anderson and Helen C. Anderson, dated May 23, 1991 and recorded in Volume 241, at Page 954 of the East Hampton Land Records

Said premises are subject to any and all provisions of any ordinance, municipal regulation or public or private law, and to taxes owing to the Town of East Hampton on list of October 1, 2001, which taxes the Grantee herein assumes and agrees to pay as part consideration for this deed.

Signed this 9th day of April, 2002.

Witnessed by:

David M. Loran (Signature) Richard M. Anderson (Signature)
Town Clerk of East Hampton Richard M. Anderson, Trustee

Betty Foley (Signature) Betty Foley (Signature)
Town Clerk of East Hampton

STATE OF CONNECTICUT: East Hampton
COUNTY OF Middlesex

On this 9th day of April, 2002, before me, the undersigned officer, personally appeared Richard M. Anderson, Trustee of the Helen C. Anderson Intervivos Trust Agreement dated March 21, 1991, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

Notary Public Seal: Dennis Award, Commissioner of the Superior Court, My Commission Expires 2/22/04.
Town Clerk of East Hampton: David M. Loran, Betty Foley.
GRANTOR ADDRESS: 8 1/2 Robinson Street, East Hampton, CT 06424.
After Recording Please Return to: O'Connell, Flaherty & Attano, L.L.C., 200 Trumbull Street, Hartford, CT 06103.

as undivided one-half (1/2) interest in
Two (2) certain pieces or parcels of land, with all buildings
and improvements thereon, situated in the Town of East Hampton,
County of Middlesex and State of Connecticut, and being more
particularly bounded and described as follows:

FIRST PIERCE:

Containing twenty (20) acres, more or less and being more
particularly bounded and described as follows:

- NORTHERLY:** by the Highway, East High Street and by land now or formerly of Canterbury Realty Co. and Albert E. Hansen, et ux, in part by each;
- EASTERLY:** by land now or formerly of Frances O'Neill, et al. and by land now or formerly of William F. Anderson and Helen C. Anderson, in part by each;
- SOUTHERLY:** by land now or formerly of William F. Anderson and Helen C. Anderson and land now or formerly of Margaret Lawrence, in part by each; and
- WESTERLY:** by land now or formerly of Leonard Erlanson, et ux, John W. Wallace, et ux, Heidelberg Ins. Inc., and land now or formerly of Jeanette L. Lefebvre, in part by each.

Being the same premises described in a Warranty Deed from
June Nancy Bilton and Ruth Emma Anderson dated July 3, 1944
and recorded in Vol. 84, Page 270 of the East Hampton Land Records.

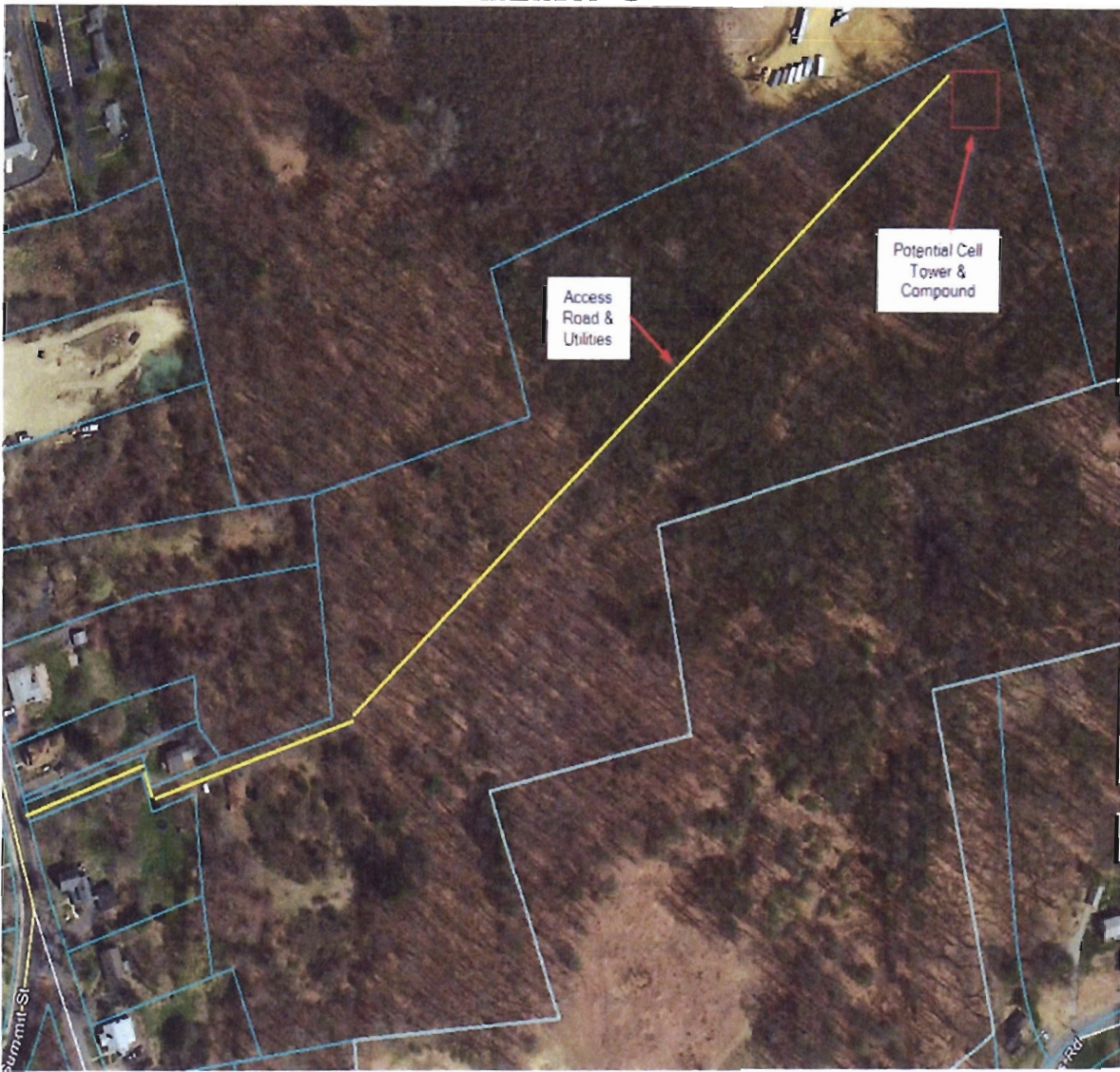
SECOND PIERCE:

Containing twenty-six (26) acres, more or less, bounded
and described as follows:

- NORTHERLY:** by lands now or formerly in part by each
Marjorie G. House, Sabina House, Ernest West,
J. Howell Coaklin, Hans Hansen, Frederick
Schwartz and Mays S. Purple;
- EASTERLY:** by land now or formerly of Sabina House,
by land now or formerly of Olaf Johnson,
land now or formerly of C. G. Bevin, in part
by each;
- SOUTHERLY:** by land now or formerly of Mays S. Purple,
land now or formerly of George Cahill, land
now or formerly of Bevin Brothers and land
now or formerly of Royal Goff, in part by
each; and
- WESTERLY:** by land now or formerly of Sabina House,
land now or formerly of Royal Goff and the
Highway (Lakeview St.), in part by each.

RECORDED FOR RECORD AT E. HAMPTON CT
ON 5/19/44 AT 10:53 AM
ARTHUR S. BARKER, JR. REGISTRAR
[Signature]

EXHIBIT "B"



Prepared out of State.
Return to:
Crown Castle
1220 Augusta Drive, Suite 600
Houston, TX 77057

Tax Parcel: R00098 (26-85-25)

Cross Index: Book 583, Page 89

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT (this "First Amendment") is made and entered into effective as of the last date of execution shown below, by and between RICHARD M. ANDERSON, having a mailing address of 8 ½ Lakeview Street, East Hampton, Connecticut 06424 ("Grantor"), and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("GSA IV").

WHEREAS, Grantor and GSA IV entered into an Option and Ground Lease Agreement dated February 22, 2018 (the "Agreement"), as evidenced by that Memorandum of Option dated February 22, 2018 ("Memorandum"), which is recorded in Book 583, Page 89, in the Clerk's Office for the Town of East Hampton ("Clerk's Office"), whereby Grantor granted to GSA IV an Option to lease a portion of land being described as a 10,000 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Option Area") located in the Town of East Hampton, State of Connecticut, and having Tax Parcel Number R00098 (26-85-25), and being further described in those instruments recorded in Book 349, Page 361, and in Book 349, Page 361 in the Clerk's Office; and

WHEREAS, Grantor and GSA IV now desire to revise the description of Leased Premises as shown in the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Exhibit B of the Agreement showing the proposed location of the Leased Premises is deleted in its entirety and replaced with Exhibit A attached to this First Amendment.

3. Miscellaneous.

(a) Full Force and Effect. All of the terms, provisions, covenants and agreements contained in the Agreement and Memorandum are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein.

(b) Binding Effect. This First Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this First Amendment.

(c) Representations and Warranties. Each party represents and warrants that it is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of its obligations under the Agreement as amended hereby.


(d) Counterparts. This First Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Option and Ground Lease Agreement on the day and year first written above.

GRANTOR:

Signed, Sealed and Delivered
In the presence of:


Witness #1 BARBARA POWELL


Witness #2 YI KEMP

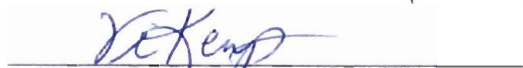

Richard M. Anderson (SEAL)

Date: 5-2-19

STATE OF Connecticut)
))
COUNTY OF Middlesex)

SS:

The foregoing First Amendment to Option and Ground Lease Agreement was acknowledged before me this 2nd day of May, 2019, by Richard M. Anderson.


Print Name: YI KEMP

Notary Public/ Commissioner of Superior Court

My Commission Expires: August 31, 2023

[AFFIX STAMP OR SEAL]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Option and Ground Lease Agreement on the day and year first written above.

Signed, Sealed and Delivered
In the presence of:

GSA IV:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: _____ (SEAL)

Print Name: _____

Title: _____

Date: _____

Witness #1

Witness #2

STATE OF _____)

) SS:

COUNTY OF _____)

On this the ____ day of _____, 2019, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and that he/she as such _____, being authorized so to do executed the foregoing First Amendment to Option and Ground Lease Agreement for the same for the purposes therein contained, by signing the name of the corporation, by himself/herself as _____.

In witness whereof I hereunto set my hand.

Signature of notary public

Print name: _____

Date commission expires: _____

[affix stamp or seal]

EXHIBIT B

OPTION A



NOTE: THIS DRAWING IS A CONCEPTUAL PROPERTY AND DOES NOT CONSTITUTE A CONTRACT AND SHALL BE VOID IF ANY PART IS NOT IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.

CONCEPTUAL DRAWINGS



SITE NAME:

SITE ID:

SITE ADDRESS:

SHEET NAME:
OVERALL PARCEL VIEW

<p><u>DATE:</u></p>
<p><u>SCALE:</u></p>

SHEET NUMBER: