

## LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between **The Ferraina Company, LLC**, a Connecticut limited liability company, whose address is 810 Prospect Hill Rd. Windsor CT, 06095 ("Owner") and **Tarpon Towers II, LLC**, a Delaware limited liability company, 1001 3<sup>rd</sup> Ave West, Ste. 420, Bradenton, FL, 34205 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

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

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

IN OR UPON THE Owner's real property ("Owner's Property") located at 780, 800, 810, 820 and 840 Prospect Hill Rd, Windsor, CT, 06095 which Owner's Property is more particularly described on Exhibit "A" and the Premises, utility easements, access and parking which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

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

Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

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

**CHANGES IN PROPERTY DURING THE OPTION PERIOD.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to or surrounding the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent Tenant from using the Premises for the uses as hereinafter set forth in this Agreement. It is agreed that Owner shall have no obligation to object to or challenge any third party's change in zoning or other restriction affecting the Premises or Owner's Property, but Owner shall reasonably cooperate should Tenant desire to so object and challenge a third party's change in zoning or restrictions, at Tenant's cost and expense.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date (“Commencement Date”) specified in Tenant’s written notice to Owner that Tenant is exercising the Option, and terminating on the fifth annual anniversary of the Commencement Date (the “Term”), unless otherwise terminated as provided in Paragraph 14. The Commencement Date shall be within the Option Period. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below) and Tenant shall provide written notice to Owner of the commencement of construction. Provided Tenant is not in default of any of Tenant’s obligations in this Agreement beyond any applicable notice and cure period, Tenant shall have the right to extend the Term for nine (9) successive five (5) year periods (each a “Renewal Term” and collectively the “Renewal Terms”) on the same terms and conditions as set forth herein. Provided Tenant is not in default of any of Tenant’s obligations in this Agreement beyond any applicable notice and cure period, this Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.
4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of \_\_\_\_\_  
in monthly payments of \_\_\_\_\_  
the first day of each month, in advance. If the Term of this Agreement commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by \_\_\_\_\_ on each anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date. If Tenant shall fail to pay when the same is due, any Rent or any other amount due Owner, such unpaid amounts shall be deemed Rent and bear interest at the rate of \_\_\_\_\_ the “Default Rate”) from the due date to the date of payment, or, if less, the maximum rate allowed by law.
- (b) In addition to Rent, Owner shall be paid (“Sublease Fee”) per month for each subtenant or licensee that occupies the Premises under a sublease with Tenant (each such user a “Co-locator”) and each such agreement a (“Sublease”). The Sublease Fee for each Co-Locator shall commence upon the commencement of rent from the Co-locator to Tenant and shall cease upon the termination or expiration of the Sublease. The Sublease Fee being paid to Owner shall increase by Two Percent (2%) per year on each anniversary of the Commencement Date of this Agreement. Notwithstanding the foregoing, Owner acknowledges that the Rent includes the installation of one (1) Co-Locator and that no Sublease Fee shall be due for the first (1<sup>st</sup>) such Co-Locator or, in the event the first (1<sup>st</sup>) Co-Locator’s Sublease is terminated or cancelled, then no Sublease Fee shall be due for the earliest existing Co-Locator at the Premises, measured from the full execution date of the Subleases, and any such Sublease Fee being paid shall cease upon the termination or expiration of the previous earliest existing Co-locator. Moreover, Owner acknowledges that Tenant may be required as a condition to a government approval to supply space on the Communications Facility to one or more governmental entities at no charge. In such an event, said governmental users shall not be considered a “Co-Locator” for purposes of the Sublease Fee, and no additional fees shall be due to Owner for such users. Tenant shall give Owner notice of each new sub-tenant or licensee within thirty (30) days after any such agreement.
5. **USE.** (a) Tenant may use the Premises solely for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the “Communications Facility”), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a free standing, non-guyed wire tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories, however, notwithstanding anything to the contrary, any tower shall be free standing and non-guyed wired. Tenant shall have twenty – four (24) hour, seven (7) day a week, year-round access to the Premises. Tenant shall have the right to park its vehicles on Owner’s Property in an area determined by Owner from time to time when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.
- (b) Owner shall timely pay all real property taxes and assessments against the Owner’s Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.
- (c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner’s Property and conduct such studies, as Tenant deems necessary to determine the Premises’

suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses unless Tenant exacerbates such defect or condition. Tenant shall restore any portion of the Owner's Property disturbed by Tenant's studies, unless said portions are part of the Premises upon which Tenant will construct the Communications Facility, in which case such portions shall only need to be restored upon removal of the Communications Facility.

(d) Throughout the term of this Agreement, Owner shall reasonably cooperate with Tenant and execute all documents reasonably required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner's cooperation in any zoning and permitting matters shall be at no cost or expense to Owner.

(e) Prior to submitting any construction or engineering drawings to a governmental entity for the purpose of zoning approval or permitting, Tenant shall first submit such plans to Owner for Owner's approval, not to be unreasonably withheld, conditioned or delayed. Owner shall have ten (10) days to submit its approval or comments or Owner's approval shall be deemed given. In the event Owner submits any comments, Tenant shall use reasonable effort to incorporate Owner's comments into its plans, but shall not be required to incorporate any changes that would either (i) have a reasonable likelihood of causing Tenant to be denied any necessary approval or permit; or (ii) have a reasonable likelihood of causing the initial or anchor subtenant of the Communications Facility to withdraw its interest; or (iii) result in an unreasonable increase in Tenant's construction or maintenance costs, unless Owner is willing to cover such additional costs or expenses.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement. Tenant shall give notice to Owner of any sublease within thirty (30) days after entering into a sublease.

7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, without Owner consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time without Owner's consent, provided any such assignee's primary or substantial part of its business is the construction, ownership and/or management of similar communications facilities and provided any such assignee has a net worth equal to or greater than Tenant's at the time of the assignment. Any other assignments by Tenant shall require Owner's prior written consent, not to be unreasonably withheld, conditioned or delayed. Any assignees of this Agreement shall be deemed to have assumed all the liabilities of Tenant under this Agreement to Owner, and upon notification of an assignment, Tenant will be relieved of all liability thereafter provided such assignee has a net worth equal to or greater than the net worth of Tenant at the date of this Agreement or the date of the assignment or transfer, at whichever time the net worth is the greater.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property"). No Leasehold Lender shall have any rights with regard to the Owner or this Agreement (other than its rights pursuant to its mortgage and security agreement) until Owner has received written notice of such Leasehold Lender's name and address.

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

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. Owner's notice shall be given in the manner prescribed in Section 22(h). No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default which shall be deemed received when deposited in the United States Mail or delivered to a courier service pursuant to Section 22(h). If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **No Amendment.** Provided Tenant has given notice to Owner of the name and address of the Leasehold Lender, this Agreement may not be amended in any respect without such Leasehold Lender's consent.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination and Leasehold Lender has complied with its obligations under Section 7 (b) 3 above..

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the name and address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and any future time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a written notice to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee, provided such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement. This Agreement and all of the rights of Tenant hereunder are and shall be subordinate to the lien of any mortgage which may now or hereafter affect the Premises, the Owner's Property and any improvements thereon and to all renewals, modifications, consolidations, replacements and extensions thereof and to any and all advances now or hereafter made thereunder, and all encumbrances now or hereafter of record. Tenant additionally attorns to and recognizes any successor landlord as Tenant's landlord under this Agreement. In confirmation of such subordination, within ten (10) days next following Landlord's request, Tenant shall execute and deliver any certificate or document in recordable form that Owner may request evidencing such subordination including, without limitation, Owner's lender's customary form or forms. Such certificate may include, without limitation, an obligation of Tenant to notify Owner's lender of any Landlord defaults and provide Owner's lender with an opportunity to cure, and a limitation upon the liability of Owner's lender in connection with Owner's obligations hereunder. Notwithstanding the foregoing, any subordination and attornment by Tenant is conditioned upon Owner obtaining a non-disturbance agreement from Owner's lender wherein the lender agrees that Tenant shall not be

disturbed in its use and enjoyment of the Premises, nor shall this Agreement be terminated, in the event the lender exercises any rights under its mortgage or other security instrument and Tenant shall not be joined in any action brought by the lender against Owner to foreclose on or otherwise exercise any rights under the mortgage or security instruments. Failure by lender to execute a non-disturbance agreement shall relieve Tenant of any obligation to subordinate this Agreement to the mortgage.

9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking an assignment of this Agreement or the rental stream associated with this Agreement, (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement. Tenant acknowledges and agrees that in no event shall its rights hereunder apply in the event of a sale or financing of Owner's Property or the sale of a portion of Owner's Property that includes the Premises, provided the entire Premises is part of the sale.
10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Such utilities and infrastructure shall be located where reasonably determined by the utility provider with Owner's consent, not to be unreasonably withheld, conditioned or delayed. Payment for electric service and for telephone or other communication services and all utility services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.
11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement or earlier, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.

12. **INSURANCE.** At all times during the Term of this Agreement, Tenant shall, at its own cost and expense, carry and maintain the following insurance, issued by carriers licensed to do business in Connecticut, naming Landlord and the holders of any mortgage covering the Property or the Premises:
- (a) **Comprehensive.** Comprehensive General Liability insurance coverage, written on an occurrence form, for bodily injury, personal injury, property damage and contractual liability, with limits of not less than \$2,000,000.00 combined single limit liability, containing a waiver of subrogation clause with respect to all claims against Owner or any additional insured.
  - (b) **Excess Liability Umbrella.** Excess Liability insurance in umbrella form with limits of not less than \$5,000,000.00 combined single limit bodily injury and property damage liability, containing a waiver of subrogation clause with respect to all claims against Landlord and any additional insured.
  - (c) **All Risk.** "All Risk" coverage, including but not limited to, fire, vandalism, theft, with extended coverage, on the property of and improvements by Tenant at the Premises, containing a waiver of subrogation clause with respect to all claims against Landlord or any additional insured.
  - (d) **Worker's Compensation.** Worker's Compensation insurance in such amounts as may be required by law or regulation and employer's liability coverage in an amount not less than that required by law.
  - (e) **Evidence of Insurance.** Tenant shall procure policies for all such insurance for periods of not less than one year and shall promptly deliver to Owner certificates or memoranda of such policies with evidence of the payment of premiums thereon and shall procure renewals thereof from time to time at least sixty (60) days before the expiration thereof.
  - (f) **Collection of Insurance Proceeds.** Tenant shall cooperate with Owner in connection with the collection of any insurance proceeds and awards that may be due in the event of loss or liability.
  - (g) **Premiums and Renewals.** All premiums on policies referred to in this Agreement shall be paid by Tenant. Certificates shall be delivered to the Owner immediately upon receipt from the insurance company or companies (which may be delivered by Owner to the holder of a mortgage or ground lease on the Property). New or renewal certificates replacing any policies expiring during the term hereof shall be delivered to Owner at least sixty (60) days before the date of expiration.
  - (h) **Compliance With Insurance Requirements.** Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policy, and Tenant shall so perform and satisfy the requirements of the companies writing such policies such that at all times companies of good standing reasonably satisfactory to Owner shall be willing to write and/or continue such insurance.
13. **CONDITION OF PROPERTY.** Owner makes and has made absolutely no representation or warranty concerning the Owner's Property or Premises. Tenant has been given the ability to inspect the Owner's Property to the extent it has deemed necessary and should Tenant exercise the Option, such exercise shall be deemed Tenant's acceptance of the Owner's Property and Premises in its present condition, "as is, where is," including without limitation, any environmental conditions. Tenant shall comply with all laws, rules and regulations concerning the Premises, its use of the Premises and conduct of its business shall not cause or tolerate any nuisance and shall cause no waste or tolerate any waste at the Premises. Tenant shall maintain and repair the Premises and Communications Facility in a safe and lawful manner and condition. Tenant shall erect and maintain a fence around the Communication Facility. Owner shall have no obligation to maintain or repair the Premises, Communication facility or Owner's Property, except insofar as any damage to Owner's Property, not caused by Tenant, restricts or inhibits Tenant's use of the Premises, in which case Owner shall promptly repair such portions of Owner's Property.
14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice (and the fee, if termination is pursuant to subsection g below) thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) before the end of the Option Period, Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons,

provided, however, in the event of a termination under this clause (g), Tenant shall be required to remit to Owner a fee equal to twelve (12) months of the then current Rent. Such fee shall be given to Owner with Tenant's termination notice.

15. **INDEMNITY.** (a) Tenant shall cause all of its subtenants, licensees, employees, agents, guests, contractors, subcontractors, invitees, and all other persons Tenant permits or requests to go upon the Owner's Property or Premises, or who go upon the Premises for the purpose of Communications Facility installations or maintenance or repair of the equipment or devices (all of whom except Tenant are referred to as "Tenant's Agents") to: (i) use all safety equipment as is reasonably required when performing work on or about the Premises, including without limitation, the tower, and (ii) comply with all safety regulations when in or about the Premises which are prescribed by Owner, required by law or which are reasonable under the circumstances. Tenant shall cause each of Tenant's Agents to maintain such liability and workers' compensation insurance as required to be maintained by tenant, naming Owner and those entities required to be named by Owner as additional insureds and to provide Owner with certificates of insurance evidencing the maintenance of such required insurance as well as evidence of payment of the premium for such insurance prior to entry upon the Owner's Property.

(b) Tenant represents and warrants that Tenant's equipment and devices contain no Hazardous materials (as hereinafter defined). Tenant shall not bring any Hazardous Materials onto the Premises or Owner's Property. Tenant shall defend, save harmless and indemnify Landlord any mortgagees, all future owners of the Owner's Property, and Premises and their respective successors and assigns, from and against any and all manner and cause of actions, claims, suits, debts, remediation, environmental form filing fees, demands otherwise that may be required, initiated, made or prosecuted against them by or on behalf of any person, government body or entity for injury, death, damage or violation of law or creation of an "establishment" as defined in Connecticut law and regulations, arising from the presence of Hazardous Materials which Tenant or Tenant's Agents has brought onto the Property. The Tenant's obligations contained in this Section shall survive the Term of the Agreement.

(c) "Hazardous Materials" means any petroleum, petroleum products, fuel oil, derivatives of petroleum products or fuel oil, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic waste, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

(d) Notwithstanding anything to the contrary herein, Tenant and its subtenants shall be entitled to use backup generators fueled by propane or natural gas and shall be permitted to use storage tanks for such fuel on the Premises, provided that any such tanks and generators comply with all applicable laws and regulations concerning the use and storage of such fuels and that Tenant indemnify and hold Owner harmless from any injury, damage, spill, or environmental harm caused by the release of any such fuels or damage to any storage tanks.

(e) Tenant shall, throughout the Term of this Agreement, defend, save harmless and indemnify Owner from and against any and all manner and cause of action, claims, suits, debts, demands or otherwise that may be initiated, made or prosecuted against them by or on behalf of any person or entity for injury, death, damage or violation of law arising from the construction, operation, maintenance or use by Tenant or Tenant's Agents of any or all of the Communications Facility, Premises or Owner's Property.

16. **CASUALTY/CONDEMNATION.** If, during the Term, including all Renewal Terms, a condemning authority takes any portion of the Premises (or the Premises or any portion thereof is conveyed in lieu of a taking) a "Taking" and such taking adversely affects Tenant's use of the Premises, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Premises (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. If there shall be a Taking of any portion of Owner's Property that serves as access to the Premises or through which the Premises is served by utilities, the Owner shall either provide alternative access or utilities, as the case may be within a reasonable time or Tenant may by notice to Owner, made within ninety (90) days after such a Taking terminate this Agreement. In all instances where this

Agreement is terminated due to a Taking, Rent shall be apportioned and paid to the later of such Taking or the date Tenant vacates the Premises in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in the foregoing, Owner shall be entitled to all award proceeds for the value of the real property and Tenant shall be entitled to all award proceeds for the value of the Communications Facility (excluding Tenant's leasehold estate) and personal property of Tenant.

17. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby subordinates to any Leasehold Lender any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
18. **QUIET ENJOYMENT.** So long as Tenant shall make full and timely payment of the Rent and other sums described in this Agreement and timely perform all terms and conditions of this Agreement on Tenant's part to be performed, and shall not be in default hereunder (beyond any applicable notice and cure period), then during the Term, Tenant shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection or molestation by Owner, subject, however, to the terms and conditions of this Agreement any and all matters and encumbrances now or hereafter of record, actions of other tenants of the Owner's Property or the public, and such state of facts as a full and comprehensive inspection of the Premises and the Owner's Property would reveal. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, affecting Owner's Property, then Owner agrees to request from the holder of such encumbrance a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in the form attached hereto as Exhibit C, or if required by the mortgagee, then such mortgagee's standard form. Owner shall not use communications equipment on Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.
19. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days, except for the payment of Rent for which Tenant shall have the right to cure within ten (10) business days after notice. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall comply with Section 7(b)(3) of this Agreement.
20. **ESTOPPEL CERTIFICATES.** Owner and Tenant shall from time to time, within ten (10) days after receipt of request by the other, deliver a written statement addressed to the party making request or any Leasehold Lender, mortgagee or purchaser certifying:
  - (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
  - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
  - (c) that to the knowledge of the party making the statement, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as such party is able to provide;
  - (d) the term of this Agreement and the Rent then in effect and any additional charges;
  - (e) the date through which Tenant has paid the Rent;



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

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

## 21. MISCELLANEOUS

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

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

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

(d) The parties may sign this Agreement in counterparts hereto.

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

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

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records in the form attached hereto as Exhibit D. Tenant will record such Memoranda at Tenant's sole cost and expense. Tenant shall execute and give to Owner a quit claim release of Tenant's Memorandum to be held by Owner's attorney, but not by Owner, and recorded at the end of the Term and all Renewal Terms at Tenant's cost and expense. Owner's recording of a release of Tenant's Memorandum prior to the expiration of the Term and all Renewal Terms, or prior to a termination of this Agreement, shall be deemed a default by Owner.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service marked for delivery on a specific day, to the address set forth below. Any such notice shall be deemed given rendered or made on the date of receipt or refusal or attempted delivery. Either party may, by notoce as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it.

Notices shall be sent to:

**For Tenant:** Tarpon Towers II, LLC  
1001 3<sup>rd</sup> Ave W., Ste. 420  
Bradenton, FL 34205  
Attn: Site Administration  
Re: Site ID: CT1209 Windsor

**For Owner:** The Ferraina Company, LLC  
810 Prospect Hill Rd

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

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

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

(l) Owner agrees to pay when due all taxes which have priority against this Agreement which are levied upon Owner or the Owner's Property and which are liens recorded upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Tenant, at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) within ten (10) days after demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy. Prior to Tenant exercising its rights to pay any Liens and offset against Rent or otherwise demand reimbursement, Tenant shall first notify Owner of its intent to do so with reasonably sufficient information so that Owner can identify the lienholder and charges. Owner shall have thirty (30) days in which to challenge the Liens or pay them. In the event Owner challenges any Liens, then the time period shall be extended for a reasonable time to allow Owner to continue prosecution of the challenge. Upon final judgment on the challenge, Owner shall pay any judgment rendered against Owner in the time periods required or Tenant shall be permitted to exercise its rights under this section. In the event Owner fails to either initiate a challenge to any Liens and fails to pay any Liens within the thirty (30) day period, then Tenant shall be permitted to exercise its rights under this section. Moreover, Tenant shall have the right to pay any Liens and setoff against Rent, or demand reimbursement, prior to the expiration of the thirty (30) day period where the lienholder has initiated foreclosure proceedings and the Owner has not paid the Liens or otherwise initiated proceedings to challenge the Liens. Tenant, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Tenant's and Tenant's Agents' construction which shall be issued by any public authority having or asserting jurisdiction. Tenant shall defend, indemnify and save harmless Owner against mechanics and all other liens in connection with Tenant's and Tenant's Agents' construction, repairs or installation, including, but not limited to, the liens of any conditional sale of, or chattel mortgages upon, any materials, fixtures, or articles installed in and constituting part of the Premises and against all costs, attorneys' fees, fines, expenses and liabilities reasonably incurred in connection with any such lien, conditional sale or chattel mortgage or any action or proceeding brought thereon. Tenant, at its expense, shall procure the satisfaction or discharge of all such liens within ten (10) days of the filing of such lien against the Premises, Owner's Property or any structure on such properties.

(m) Intentionally omitted.

(n) The term "Owner" as used in this Lease means only the owner for the time being of the Owner's Property or a lease of the entire Owner's Property, and, in the event of any sale or sales of the Owner's Property or assignment or assignments of such lease thereof after the date hereof, the seller or assignor shall be, and hereby is, freed and relieved of all covenants and obligations of Owner under this Agreement arising or to be performed after the date of such sale or sales or assignment or assignments. Any assignee shall be deemed to have assumed the obligations of Owner. Tenant shall look only to the estate and property of Owner in the Owner's Property for the satisfaction of Tenant's remedies in the event of any default by Owner hereunder, or any claims asserted against Owner. No other property or assets of Owner or its respective officers, directors, shareholders, principals, agents or employees, disclosed or undisclosed, shall be subject to the levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies under this Agreement, or arising out of

the relationship of Owner and Tenant hereunder or Tenant's use or occupancy of the Premises. This exculpation shall be absolute and without any exception whatsoever.

(o) Neither Owner, nor any of its respective directors, officers, principals, shareholders, partners, agents or employees shall be liable for any loss, injury or damage to Tenant, or for any loss, injury or damage to persons or property resulting from any cause except to the extent due to the gross negligence or intentional misconduct of Owner, its agents, servants, employees or other leases, licensees, or invitees of Owner,

(p) Tenant shall comply with all laws, rules and regulations

(q) Time is of the essence regarding the performance of all Tenant's obligations under this Agreement.

(r) If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall, to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(s) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

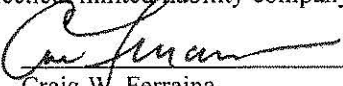
**(The remainder of this page is intentionally left blank.)**

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the


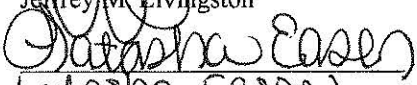
9<sup>th</sup> day of May, 2016

**OWNER:**

**The Ferraina Company, LLC**  
a Connecticut limited liability company

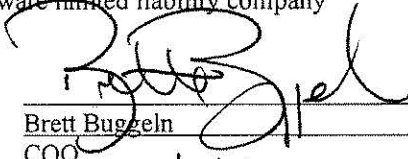
By:   
Print: Craig W. Ferraina  
Title: Manager  
Date: May 5, 2016

**Witnesses for Owner:**

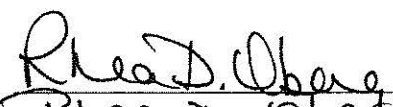
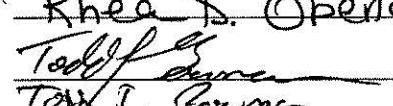
Sign:   
Print: Jeffrey M. Livingston  
Sign:   
Print: Latasha Eason

**TENANT:**

**Tarpon Towers II, LLC**  
a Delaware limited liability company

By:   
Print: Brett Buggeln  
Title: COO  
Date: 5/9/16

**Witnesses for Tenant:**

Sign:   
Print: Rhea D. Obera  
Sign:   
Print: Todd J. Gorman

**EXHIBIT "A" TO LAND LEASE AGREEMENT**

**OWNER'S PROPERTY**

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

## EXHIBIT A

A certain piece or parcel of land situated in the Town of Windsor, County of Hartford and State of Connecticut known as 780, 800, 810, 820 & 840 Prospect Hill Road and shown on a map entitled, "ALTA/ACSM LAND TITLE SURVEY PREPARED FOR THE FERRAINA COMPANY, LLC 780, 800, 810, 820 & 840 PROSPECT HILL ROAD WINDSOR, CONNECTICUT Alford ASSOCIATES INC. CIVIL ENGINEERS 200 PIGEON HILL ROAD WINDSOR, CT 06095 WILSON M. ALFORD, JR. P.E. & L.S. LICENSE #9344 SCALE: 1 IN. = 40 FT. DATE: JUNE 20, 2008", which map or plan is on file in the Town Clerk's Office in said Town of Windsor. Said premises are more particularly described as follows:

- NORTHERLY: By land now or formerly of Combustion Engineering Inc. and land now or formerly of Anna Sedor, partly by each, as shown on said map, 734.29 feet;
- EASTERLY: By Prospect Hill Road, as shown on said map, 684.46 feet;
- SOUTHERLY: By land now or formerly of FS Realty, LLC, as shown on said map, 567.01 feet;
- WESTERLY: By land now or formerly of Combustion Engineering Inc., as shown on said map, 202.30 feet.

**EXHIBIT "B" TO LAND LEASE AGREEMENT**

**PREMISES**

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

SITE SKETCH:



APPROVED Owner: CW (Initial)  
APPROVED Tenant: BB (Initial)

Notes:

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