

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF DIAMOND TOWERS V LLC FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION, MAINTENANCE, AND
OPERATION OF A TELECOMMUNICATIONS
FACILITY AT 185 ACADEMY ROAD,
TOWN OF CHESHIRE, CONNECTICUT

DOCKET NO. 498

April 16, 2021

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE
OF THE EXACT MONTHLY RENT IN THE LEASE AGREEMENT BETWEEN
DIAMOND TOWERS V LLC AND LESSOR

In furtherance of the Council's ruling in Docket 366, the Applicant, Diamond Towers V LLC ("Diamond"), respectfully moves for a protective order related to the disclosure of the exact monthly rent in the respective lease agreement with Cheshire United Methodist Church ("Landlord"). The Siting Council's evaluation of the Applicant's proposed facility should not be based on the financial terms of Diamond's agreement with the Landlord as it does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, Diamond considers the specific amount of rent and other financial terms that these parties agreed upon as proprietary corporate information. It is respectfully submitted that the specific monthly rent of the lease agreement between Diamond and the Landlord as well as other financial terms are not relevant to this proceeding and should be excluded from any public disclosure. In furtherance of this motion, portions of the lease with the monthly rent and other financial terms disclosed have been provided to the Executive Director as a password protected electronic document with a redacted copy of the leases attached to this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.



Christopher B. Fisher, Esq.
Kristen Motel, Esq.
Cuddy & Feder LLP
Attorneys for the Applicants

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DOCKET NO. 498

April _____, 2021

PROTECTIVE ORDER

WHEREAS, the financial provisions in the lease agreements between Cheshire United Methodist Church (the "Landlord") and Diamond Towers V LLC ("Diamond") (the "Tenant") is proprietary, confidential and commercially valuable information ("Confidential Information");

WHEREAS, the Confidential Information qualifies as "trade secrets" as defined by Connecticut Law;

WHEREAS, Diamond would be harmed by the disclosure of the Confidential Information;

WHEREAS, Diamond is willing to provide the Confidential Information to the Siting Council subject to a protective order;

NOW, THEREFORE, it is hereby ordered that a protective order enter with respect to the Confidential Information and that the following is adopted for the protection of the Confidential Information:

1. The Confidential Information shall be governed by the terms of this Order.
2. The Confidential Information is proprietary, confidential and constitutes trade secrets.
3. The Confidential Information shall be given solely to the Siting Council and its staff and the Siting Council and its staff shall take all reasonable precautions to maintain the confidentiality of the Confidential Information.

4. The Confidential Information is subject to this Order and shall in no event be disclosed to any person or entity.

5. The Confidential Information shall be provided to the Siting Council as a password protected electronic document.

6. Nothing herein shall be interpreted as a determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Any party seeking to change the terms of this Order shall do so by motion and serve all parties. No information protected by this Order shall be made public until the Siting Council rules on any such motion to change the terms of this Order.

7. The Siting Council and its staff shall not access, use or disclose the Confidential Information in any proceeding, nor make the Confidential Information available to any party, intervenor or interested individual or entity in any proceeding.

8. The Confidential Information shall remain confidential and proprietary after the conclusion of all proceedings in this docket.

9. All copies of the Confidential Information shall be returned to Diamond no later than thirty (30) days after the expiration of all appeal periods applicable to the final decision rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By: _____

Dated: _____, 2021

CERTIFICATE OF SERVICE

I hereby certify that on this day, an electronic copy of the foregoing was sent to the Connecticut Siting Council, in accordance with the Connecticut Siting Council directives with an electronic copy to:

Kenneth C. Baldwin, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103-3597
kbaldwin@rc.com

Dated: April 16, 20221

A handwritten signature in blue ink, appearing to read "Kristen Motel".

Kristen Motel, Esq.

cc: Diamond Towers V LLC
Christopher B. Fisher, Esq.

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF DIAMOND TOWERS V LLC FOR A
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CONSTRUCTION, MAINTENANCE, AND
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FACILITY AT 185 ACADEMY ROAD,
TOWN OF CHESHIRE, CONNECTICUT


DOCKET NO. 498

April 15, 2021

AFFIDAVIT

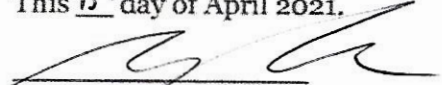
Gene Grieco, being duly sworn, deposes and states that:

1. I am over the age of eighteen and understand the obligations of making a statement under oath.
2. I am General Counsel for Diamond Towers V LLC ("Diamond"), a Delaware limited liability company with offices at 820 Morris Turnpike, Suite 104, Short Hills, New Jersey.
3. I submit this affidavit in support of the Motion for Protective Order as it relates to the disclosure of the exact monthly rent in Diamond's lease agreement with Cheshire United Methodist Church ("Landlord") for property located on 185 Academy Road, Cheshire, Connecticut (the "Confidential Information").
4. Diamond considers the Confidential Information highly confidential and commercially sensitive information.
5. To the best of my knowledge, Diamond has used commercially reasonable efforts to maintain the Confidential Information as secret to avoid potential harm that may result if the information were to become publicly available. To the best of my knowledge, this information has not been previously disclosed or released to the public.
6. I have been advised by Diamond's legal counsel that neither federal or Connecticut statutes require the confidential portion of this information to be filed in the public record.

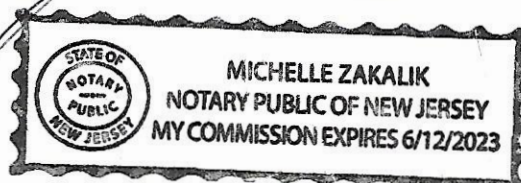


Gene Grieco
General Counsel
Diamond Towers V LLC

Sworn to before me
This 15th day of April 2021.



Notary Public
My Commission Expires: _____



**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

EXHIBIT 1

**DOCKET NO. 498
DIAMOND TOWERS V LLC**

NONDISCLOSURE AGREEMENT

Diamond Towers V LLC (“Diamond”) agrees to make available to _____ (“Recipient”) confidential and proprietary information filed in Connecticut Siting Council Docket No. 498 (“Confidential Information”) subject to restrictions stated herein:

1. Any information provided to Recipient and labeled “Confidential Information” by Diamond shall be Confidential Information subject to this Nondisclosure Agreement.
2. The Confidential Information is received by Recipient in confidence.
3. The Confidential Information shall not be used or disclosed by the Recipient except in accordance with the terms contained herein and in the Company’s Motion for Protective Order in Docket No. 498.
4. Only individuals, and not entities, may be Recipients of Confidential Information under this paragraph. The Recipient must be an attorney or independent expert witness for a party or intervenor in this proceeding. The Recipient acknowledges that disclosure of confidential or proprietary information of Diamond could adversely affect Diamond. By executing this Nondisclosure Agreement, each Recipient certifies that he/she meets the requirements of this paragraph.
5. The following conditions shall apply to each Recipient:
 - a. Each Recipient shall receive one (1) numbered, controlled copy of the Confidential Information. The Recipient shall not make any copies thereof or provide the Confidential Information to any individual or entity.
 - b. The Recipient shall maintain a log of all persons granted access to the Confidential Information.
 - c. The Recipient, by signing this Nondisclosure Agreement acknowledges that he/she may not in any manner disclose the Confidential Information to any person, and that he/she may not use the Confidential Information for the

benefit of any person except in this Council proceeding and in accordance with the terms of this Protective Order.

- d. The Recipient acknowledges that any violation of this Nondisclosure Agreement may subject the Recipient to civil actions for violation hereof. Additionally, any Recipient who is an attorney acknowledges his/her ethical obligations under the Rules of Professional Conduct to abide by this Nondisclosure Agreement and to handle properly confidential information that is subject to a protective order.
- e. Within thirty (30) days of the final decision in this Proceeding, Recipient shall return the Confidential Information to Diamond.

RECIPIENT:

By: _____

Date: _____

OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between Cheshire United Methodist Church, a Connecticut non-profit corporation, having an address of 185 Academy Road, Cheshire, CT 06410 hereinafter referred to as "Lessor", SteepleCom, Inc., a Massachusetts corporation, having an address of 70 Foster Road, Ashby, Massachusetts 01431, hereinafter referred to as "Agent", and Diamond Towers IV LLC, a Delaware limited liability company, having an address of 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078 hereinafter referred to as "Lessee".

1. The Option

- (a) For the sum of [REDACTED] (the Option Fee), to be paid to Lessor by Lessee within thirty (30) days of full execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for two (2) years from the date hereof (the "Initial Option Period"), to the Leased Space (as defined below) on the terms and conditions set forth below, and may be renewed by Lessee for an additional one (1) year ("Renewal Option Term") for an additional [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option." Upon Lessee's exercise of the Option, the Lease which follows will take effect.
- (b) During the Option Period, Lessee shall have the right to enter Lessor's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements, and to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee's sole discretion for its use of the Leased Space and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Leased Space that, in the opinion of Lessee, are necessary in Lessee's sole discretion to determine the physical condition of the Leased Space, the environmental history of the Leased Space, Lessor's title to the Leased Space and the feasibility or suitability of the Leased Space, all at Lessee's expense. Provided, in the event that any such tests, studies or other actions of the Lessee alter the Premises in any way the Lessee will restore the Premises to its original condition unless such alterations affect the Leased Space and the Lessee exercises the Option.
- (c) During the Option Period, the Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorney's fees and all costs) for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee or any of Lessee's agents, servants, employees, independent contractors, licensees or invitees on the Premises.

- (d) Lessee may exercise the Option by deliver of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

2. Leased Space and Premises

Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately two thousand one hundred (2100) square feet of space as depicted in Exhibit A attached hereto, together with the easements referred to therein or depicted thereon (collectively, the "Leased Space") within the property commonly known as 185 Academy Road, Cheshire, CT 06410, with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. The Leased Space legal and access and utility easement set forth in the survey will replace any parent parcel description set forth in Exhibit B as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility including a communications tower, antennae, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Lessee has the right to modify, supplement, replace, upgrade, expand the equipment and increase the number of antennas or relocate the Structures (other than the tower) within the Leased Space at any time during the term of this Agreement. Lessee will be allowed to make such alterations to the Leased Space in order to accomplish Lessee's changes or to insure that Lessee's Structures complies with all applicable federal, state or local laws, rules or regulations. Provided, any material changes to the Structures on the Leased Space shall be subject to the Lessor's prior written consent, which consent will not be unreasonably withheld.

3. Term

The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to five (5) additional terms of five (5) years each unless Lessee provides Lessor ninety (90) days' notice of its intention not to renew prior to commencement of the succeeding renewal term. The "Commencement Date" shall be the first day of the calendar month following the date Lessee has exercised the Option and commenced construction of the Structures on the Leased Space. If the Lessee remains in possession of the Leased Space after the termination or expiration of this Lease then the Lessee will be deemed to be occupying the Leased Space on a month- to-month basis (the "Holder Term"), subject to the same terms and conditions of this Lease as then in effect.

4. Rent

The rent for the first year of the Lease will be [REDACTED] per month (the "Rent") paid monthly in advance on or before the fifth (5th) day of each calendar

month, which Lessee will pay to Agent, at the place Lessor will designate to Lessee in writing. If the initial term or any renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month. Beginning with the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, the then current monthly rental fee will be increased by [REDACTED]. Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Agent setting forth the Federal tax identification number of Agent. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

In addition to the Rent currently paid by Lessee to Lessor pursuant to the Lease, as further consideration for the right to exclusively use and lease the Leased Space, if, after full execution of the Lease, Lessee subleases, licenses or grants a similar right of use or occupancy in the Leased Space to two or more third parties ("Collocator"), Lessee shall pay Lessor [REDACTED], as defined herein, as additional monthly Rent ("Bonus Amount").

[REDACTED]. Lessee shall pay [REDACTED], that Lessee actually collects during the immediately prior month from the second Collocator, commencing on the date such Collocator installs any equipment within or on the Leased Space and terminating on the date all such Collocator's equipment is removed from the Leased Space, any partial month to be prorated. [REDACTED]

[REDACTED] that Lessee collects during the immediately prior month from the third Collocator and any additional Collocator's, commencing on the date such Collocator installs any equipment within the Leased Space and terminating on the date all such Collocator's equipment is removed from the Leased Space, any partial month to be prorated. Once the Bonus Amount commences for a specific Collocator, it will escalate with the Rent on each anniversary of the Commencement Date. If during any given month, a Collocator does not pay any Sublease Fees to Lessee, then it shall cease to be a Collocator and Lessor shall not be eligible for a Bonus Amount relating to that Collocator.

Such Bonus Amount shall be paid within thirty (30) days after receipt of said payments by Lessee. Non-payment of such rental, license or other similar payment by a Collocator shall not be an event of default under the Lease. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation for Lessee to do so. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Collocator. Notwithstanding the foregoing, all Bonus Amount's shall be payable one month in arrears on or before the fifth (5th) day of each calendar month. Lessee shall provide Lessor a summary report listing the Collocator on the Leased Property and the Collocator's payment of Bonus Amount. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other

times as may be reasonably requested by Lessee. Lessee agrees to pay to Lessor a late charge of [REDACTED] of any Rent or Bonus Amount payment which is not received by Agent on or before the fifteenth (15th) day of the month which it is due.

“Sublease Fees” shall mean all rents, licenses, and other fees (but excluding utilities, taxes and similar expense reimbursements to Lessee which are specifically identified in the sublease as being charges in addition to rent or license fees, actually received by Lessee from a Collocator, pursuant to a particular sublease during the applicable month. In no event shall Lessee have the right to deduct any expense from Sublease Fees.

5. Ingress and Egress

Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. Lessee and Lessor both agree not to block or impede access to the property. The term of this Easement will commence upon exercise of the Option and will continue until expiration of the initial term or renewal term. The location and configuration of the Easement is depicted on Exhibit A. The Easement shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than one hundred twenty (120) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession

Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien Holder</u>	<u>Type of Lien</u>
N/A	N/A

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has

the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the initial term or renewal term. Where there are existing radio frequency user(s) in the area of the Leased Space, Lessor will provide Lessee, upon execution of this Lease, with a list of all existing radio frequency user(s) on the Premises to allow Lessee to evaluate the potential for interference. Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Lessor will not grant, after the date of this Lease, a lease, license or other right to any third party for the use of the Premises, if such use may in any way adversely affect or interfere with the Structures, the operations of Lessee or the rights of Lessee under this Lease. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the Premises. Lessor will not use, nor will Lessor permit its employees, lessees, licensees, invitees, agents or independent contractors to use, any portion of the Premises in any way which interferes with the Structures, the operations of Lessee or the rights of Lessee under this Lease. Lessor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Lessee. In the event any such interference does not cease within the aforementioned cure period, Lessor shall cause to cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. For the purposes of this Lease, "interference" may include, but is not limited to, any use on the Premises that causes electronic or physical obstruction with, or degradation of, the communications signals from the Structures.

7. Subordination, Non-Disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and/or the Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non Disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee

and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in the Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of the Lessor's assets. Should Lender exercise any rights of Lessee under the Lease including the right to exercise any renewal options(s) or purchase option(s) set forth in the Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessee, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under the Lease to cure such default prior to terminating the Lease. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as the Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event Lessor gives Lessee any notice of default under the terms of the Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

8. Governmental Approvals and Compliance

During the initial term or renewal term, Lessee will use its best efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modifications(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee and easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. Assignment and Subleasing

Lessee is expressly permitted to assign, or transfer its rights under this Lease to entities controlling, controlled by or under common control with Lessee. Any transfer of this Lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. Lessee may also assign or transfer its rights under this Lease to any company whose primary business is the ownership, management, operation, development and/or acquisition of communication towers and communication tower sites. Otherwise, Lessee may not assign this Lease without the prior written consent of Lessor, which will not be unreasonably withheld, delayed or conditioned. Lessee shall not be required to obtain Lessor's prior approval for any sublessee that is an FCC licensee as of January 1, 2010 and/or their affiliates or for any Federal, State or local governmental operations. Future sublessees that are not FCC licensed by January 1, 2010 will require the prior approval of Lessor. Lessor shall have fourteen (14) days to approve said sublessee or such sublessee shall be deemed approved. Said approval shall not be unreasonably withheld, delayed and conditioned. Lessee agrees however that it will not knowingly lease tower space to any tenant that is deemed to have been in violation of FCC indecency laws. Lessee will not knowingly and intentionally use the communications facility for the transmission of pornographic material. Notwithstanding anything contained in this Section, Lessor acknowledges and agrees that many end users of wireless services have "internet enabled" handsets that permit the user to access any materials available on the internet including, but not limited to, pornographic materials and content over which Lessee has no control, provided that access to the internet will not constitute a Lessee default under this Lease. In the event that Lessee from time to time subleases all or a portion of the Lease Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof. Agent may assign their rights under the Lease in whole or in part at any time in its sole discretion to another agent upon written notice to Lessee.

10. Notices

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: Cheshire United Methodist Church
185 Academy Rd
Cheshire, CT 06410
Attn: Trustees (203) 272-4626
cheshireumc@sbcglobal.net

With a Copy to: SteepleCom, Inc.
70 Foster Road
Ashby, MA 01431
Attn: Tom Moylan
Tel: 978-386-2322
Email: tmoylan@steeplecom.com

Rent Payable to: SteepleCom, Inc.
70 Foster Road
Ashby, MA 01431
Attn: Tom Moylan
Tel: 978-386-2322
Email: tmoylan@steeplecom.com

With receipt sent to: cheshireumc@sbcglobal.net

To Lessee: Diamond Towers IV LLC
820 Morris Turnpike, Suite 104
Short Hills, NJ 07078
Attn: Legal Department

With the required copy of legal notice sent to Lessee at the address above, a copy to the Legal Department:

Diamond Towers IV LLC
820 Morris Turnpike, Suite 104
Short Hills, NJ 07078
Attn: Legal Department

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. Lessee Improvements

Lessee has the right, at its sole expense, to make the improvements on the Leased Space, including improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Lessee. The Structures may be used for the transmission, reception and communications signals including, without limitation, radio frequency signals.

12. Insurance

Lessor – Lessor, at all times during the initial term or renewal term(s) of this Lease, will maintain in full force commercial general liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than [REDACTED]. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance.

Lessee –During the Term, Lessee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost. Lessee may self insure this coverage; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of [REDACTED], per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Lessee's CGL insurance shall contain a provision including Lessor as an additional insured as respects work under this Agreement. Lessor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and, (iii) not exceed Lessee's indemnification obligation under this Agreement, if any.

Notwithstanding the foregoing, Lessee shall have the right to self-insure against the risks for which Lessee is required to insure against in the Section. In the event Lessee elects to self-insure its obligation to include Lessor as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Lessor shall promptly and no later than fourteen (14) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and (2) Lessor shall provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (3) Lessor shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Lessee.

13. Operating Expense

Lessee will pay, directly to the utility provider, for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation and maintenance of the Leased Space and all activities conducted thereon.

14. Taxes

14.1 Lessee's Obligations.

Lessee will pay when due all personal property or other taxes and charges assessed by any governmental taxing authority directly upon or against the Communications Facility, including but not limited to increases in Lessor's real or personal property taxes attributable to the presence of the Communications Facility on the Site. Upon payment by Lessor of any such increases in taxes, Lessor shall promptly invoice Lessee for such expenses, along with documentation of such increases, and Lessee shall pay said invoices within thirty (30) days of receipt thereof. Lessor, upon written request of Lessee duly made, shall make and prosecute applications for abatement or reduction of taxes. If, however, Lessor fails to commence or there after diligently continue the prosecution of applications for abatement of taxes within fifteen (15) days of Lessee's written request so to prosecute, the Lessee shall have the right to prosecute said applications for abatement or reductions of taxes in the name of Lessor or Lessee, provided, however, that, in either event, the expenses of prosecuting such applications shall be borne by Lessee. At Lessee's request, Lessor shall furnish Lessee with all data and information in Lessor's possession concerning the Premises, and shall execute and deliver all documents necessary for Lessee's application.

14.2 Lessor's Obligations.

Lessor will pay when due all ad valorem and other real or personal property taxes, rent taxes and all assessments by any governmental taxing authority and all other charges attributable to each of the Sites (including, without limitation, debt and Ground Lease obligations) or larger parcel of which a Site is a part. If Lessor fails to timely pay any taxes or charges, Lessee may, but is not obligated, with advance written notice to Lessor, to pay the taxes, other charges, interest and penalties on lessor's behalf. Lessor will reimburse Lessee for all amounts paid on Lessor's behalf within thirty (30) days of receipt of Lessee's invoice. If Lessor fails to timely reimburse Lessee, then Lessee may offset the amount due from Lessor against Fees until the full amount has been recouped by Lessee.

14.3 Unrelated Business Income

Lessor recognizes that it is solely responsible for maintaining its charitable tax status with all appropriate taxing authorities, and should activities or income associated with this Agreement result in Lessor losing its charitable status or requiring the payment of income tax by Lessor, Lessor will indemnify and hold Lessee and Agent harmless against any and all damages resulting from such loss or payments for itself or for any Site.

15. Maintenance

Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair. Snow and ice plowing, sanding and/or removal approaching and around the Leased Space shall be the sole responsibility of the Lessee.

16. Hold Harmless

Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorney's fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions or failure to act of Lessee (including but not limited to damages caused by or resulting from the existence of the Structures) on the Premises, or Lessee's breach of this Lease, unless the damages are caused by, or are the result of the misconduct or negligence Lessor or any of Lessor's agents, Servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored and maintained at the risk of the Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for the willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Lessor, its employees or agents, or Lessor's breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

17. Termination Rights

If any application for a permit is rejected, Lessee may terminate this Lease at any time prior to exercise of the Option by giving Lessor written notice of its election to terminate. In addition to any other rights to terminate this lease, Lessee may terminate this Lease with ninety (90) days prior written notice and delivery of a payment in an amount equal to six (6) month's rent in effect in the year in which such termination occurs, if:

- a) Lessee is unable or elects not to use the Leased Space for a communications facility;
- b) any previously issued permit is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency;
- c) the communications facility experiences performance problems for any reason which, despite reasonable efforts of Lessee to correct such problems, makes the communications facility unacceptable for continued operation: or
- d) communications facility or communications systems to which the communications facility belongs is or becomes unacceptable under its design or engineering specifications.

Additionally, upon 180 days' notice and delivery of a fee in an amount equal to one (1) year

of the then-existing rent, Lessee may terminate this Lease for any or no reason. This fee will be payable to Agent for Lessor, and sent to the address listed in the Notice section hereof.

Upon termination hereof for any reason, Lessee shall, within one hundred twenty (120) days, at Lessee's own cost and expense, remove all of Lessee's equipment and restore the Leased Space to its condition prior to installation of the Structures pursuant to Section 11 of the Lease. Notwithstanding the foregoing, Lessee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Lessee be required to remove from the Leased Space any structural steel or any foundations more than two feet below grade or underground utilities.

In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. In the event Lessor fails to comply with the terms of this Lease, Lessor shall have sixty (60) days to cure after receipt of Lessee's written notice of default. No such failure to cure a material default, however, will be deemed to exist if Lessor has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessor. If, after cure period, Lessor remains in default, Lessee may cure such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within thirty (30) days after Lessee's receipt of written notice of such default of failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Binding on Successors

The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

19. Access to Lease Space/Premises

Lessee shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a twenty four (24) hours per day, seven (7) days per week basis, on foot or by motor vehicle,

including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way. Notwithstanding the aforementioned, Lessee recognizes that Lessor is a church or religious organization. Lessee agrees to use commercially reasonable efforts to minimize disruption to the Leased Space during those times when Lessor has any church events, including but not limited to, church services, weddings and funerals. Lessee agrees that the Structures will not emit noise levels in excess of applicable industry standards.

20. Governing Law

The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

21. Entire Lease

All of the representations and obligations of the parties are contained herein, and no modifications, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party.

The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

22. Survey and Testing

Lessee will have the right during the initial term or renewal term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Lease Space are suitable for construction and operation of the Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Lease Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

23. Oil, Gas and Mineral Rights

Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other mineral in, on or under and that might be produced or mined from the Leased Space; provided however, that no drilling or other activity will be undertaken on or beneath the surface of the Leases Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the Town Clerk, provided, however, that any future oil, gas or mineral covering the above-described lands or any port thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

24. Hazardous Waste

- (a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- (b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are not underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based upon nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.
- (c) In addition, Lessor agrees to indemnify, defend, and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorney's fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability unless any such Breach, matter, condition or state of fact was

caused by or resulted from the actions or failure to act of the Lessee or any of the Lessee's agents, servants, employees, independent contractors, licensees, invitees or other representatives.

- (d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.
- (e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

25. Mechanic's and Landlord's Liens

Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space or the Premises and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's Structures, equipment or personal property or any portion thereof. The Lessee's Structures, equipment or personal property shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; Lessor consents to Lessee's right to remove all or any portion of the Lessee's Structures, equipment or personal property from time to time in Lessee's sole discretion and without Lessor's consent.

26. Headings

The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

27. Time of Essence

Time is of the essence of Lessor's and Lessee's obligations under this Lease.

28. Severability

If any section, subsection, term or provision of this lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable. Will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

29. Real Estate Broker

Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction

contemplated by this Lease, except a certain Agency Agreement by and between the Lessor and Agent, and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

30. Further Assurances

Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

31. Right to Register or Record

Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the memo and record same in the public records.

32. Interpretation

Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Lease or of any amendments or exhibits to this Lease.

33. Condemnation

Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that the Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi-governmental authority or agency with the power of condemnation during the initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction

in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims

against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

34. Date of Lease

The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean that date upon which this Lease has been duly executed by Lessor or Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have execute this Lease on the last day and year specified blow.

LESSOR: Cheshire United Methodist Church,
a Connecticut non-profit corporation

By: [Signature]
Name: MARK ECHEERT
Title: Trustee
Date: Nov 15, 2015

By: [Signature]
Name: Kevin Warner
Title: Trustee
Date: Nov 15, 2015

LESSOR ACKNOWLEDGEMENT

State of CONNECTICUT)
County of NEW HAVEN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared MARK ECHEERT + KEVIN WARNER, it's TRUSTEES of Cheshire United Methodist Church, which executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is his free act and deed individually and such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand official seal at CHESHIRE, CT, MARK ECHEERT, KEVIN WARNER, this 15th day of NOVEMBER, 2015.

[Signature]
Notary Public SEBASTIO C. DEGANIS
COMMISSIONER OF THE SUPERIOR COURT

AGENT: SteepleCom, Inc., a Massachusetts corporation

By: *[Signature]*
Name: Tom Moylan
Title: President
Date: 11/9/15

AGENT ACKNOWLEDGEMENT

State of MA
County of Worcester

BEFORE ME, a Notary Public in and for said County and State, personally appeared Tom Moylan, it's resident of SteepleCom, Inc., which executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is his free act and deed individually and such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand official seal at 300 Bemis Rd, Fitchburg, MA this 09 day of November, 2015.

[Signature]
Notary Public



LESSEE: Diamond Towers IV LLC,
a Delaware limited liability company

By: *Michael G. Brett*
Name: Michael G. Brett
Title: Chief Financial Officer
Date: 1/31/16

LESSEE ACKNOWLEDGEMENT

State of New Jersey)
County of Essex)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Michael G. Brett, it's Chief Financial Officer of Diamond Towers IV LLC, which executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is his free act and deed individually and such officer and the free act and deed of said corporation.

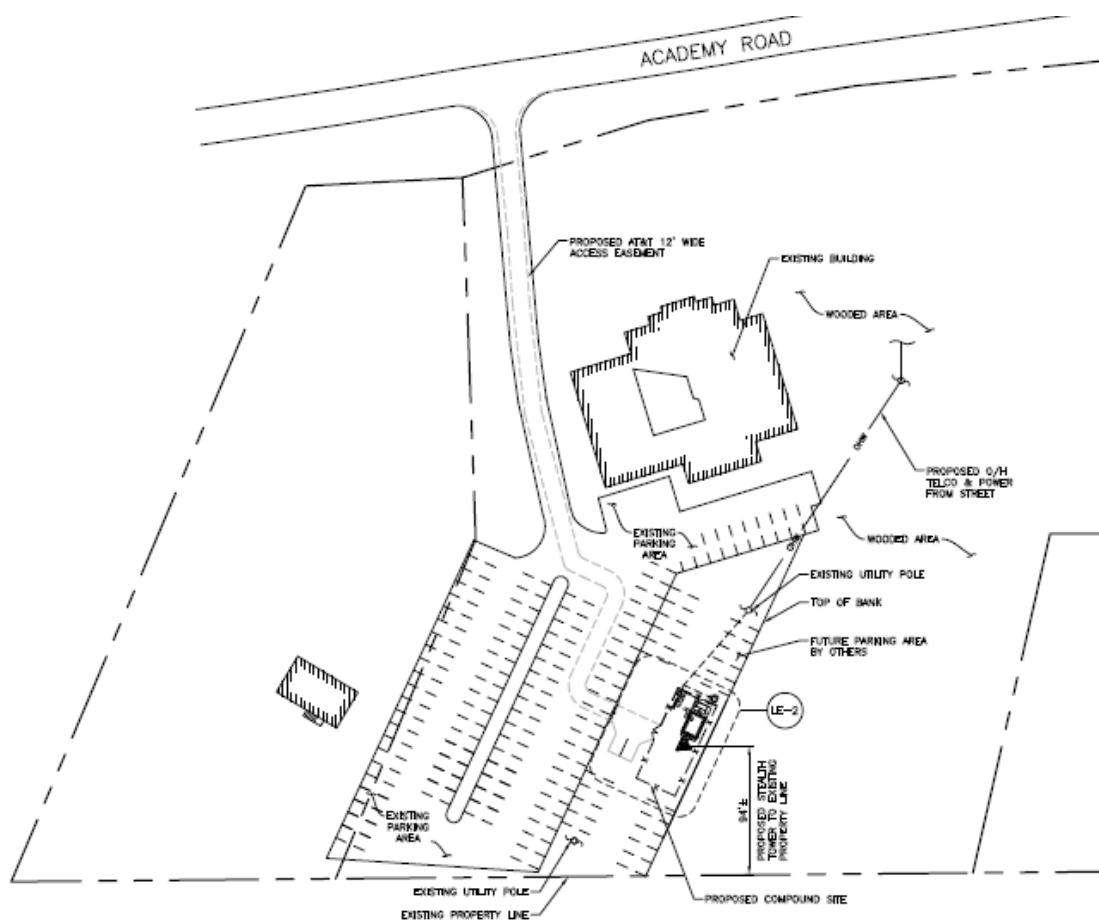
IN TESTIMONY WHEREOF, I have hereunto set my hand official seal at Short Hills, New Jersey, this 31st day of January, 2016

Michelle Zakalik
Notary Public
MICHELLE ZAKALIK
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 12, 2018

EXHIBIT A
LEASED SPACE

to the Agreement dated January 31, 2016, by and between Cheshire United Methodist Church, a Connecticut non-profit corporation, as Lessor, SteepleCom, Inc., a Massachusetts corporation, as “Agent”, and Diamond Towers IV LLC, a Delaware limited liability company, as Lessee.

The Premises are described and /or depicted as follows:



NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**REINSTATEMENT AND THIRD AMENDMENT TO
OPTION & LAND LEASE**

THIS REINSTATEMENT AND THIRD AMENDMENT TO OPTION & LAND LEASE ("Third Amendment") effective as of Nov. 15, 2019, (the "Third Amendment Effective Date") is by and between Cheshire United Methodist Church, a Connecticut non-profit corporation ("Lessor"), SteepleCom, Inc., a Massachusetts corporation ("Agent"), and Diamond Towers V LLC, a Delaware limited liability company ("Lessee"), successor in interest to Diamond Towers IV LLC.

WITNESSETH:

WHEREAS, Lessor, Agent, and Diamond Towers IV LLC entered into that certain Option & Land Lease dated January 31, 2016 ("Lease"), as amended by that certain First Amendment to Option & Land Lease dated June 22, 2017 ("First Amendment"), as further amended by that certain Second Amendment to Option & Land Lease dated February 7, 2018 ("Second Amendment") (collectively, the "Agreement");

WHEREAS, Diamond Towers IV LLC assigned their interest in the Agreement to Lessee pursuant to an Assignment and Assumption of Agreements and Bill of Sale dated December 19, 2017;

WHEREAS, Diamond Towers IV LLC erroneously signed the Second Amendment as Lessee;

WHEREAS, pursuant to Section 1 of the Agreement the Option expired on or about August 1, 2019; and

WHEREAS, Lessor and Lessee desire to reinstate and ratify the Option and Agreement and amend the Agreement on the terms set forth herein.

NOW THEREFORE, in consideration of the valuable consideration contained herein, the receipt, adequacy, and sufficiency of which is hereby expressly acknowledged, the parties hereto agree to amend and reinstate the Agreement as follows:

1. Second Amendment. Lessor, Lessee, and Agent agree and acknowledge that Diamond Towers IV LLC erroneously signed the Second Amendment as Lessee. Lessee hereby agrees to be bound to the terms of the Second Amendment.

2. Reinstatement. The Option and Agreement are hereby reinstated, ratified, and affirmed and are effective as of August 1, 2019 as if the Option expiration pursuant to Section 1 of the Agreement had not occurred.

2. Option Extension. Upon the Third Amendment Effective Date, the Option shall be extended for twelve (12) months from August 1, 2019 ("Second Renewal Option Term"). In consideration of the Second Renewal Option Term, within thirty (30) days of the Third

Amendment Effective Date, Lessee shall pay Lessor a one-time payment in the amount of [REDACTED]. Lessee shall have the right to two additional option periods of twelve (12) months each ("Additional Option Term(s)"), upon the payment of [REDACTED] to Lessor for each Additional Option Term. The Initial Option Period, Renewal Option Term, Second Renewal Option Term and Additional Option Term(s) are hereinafter collectively referred to as the "Option."

3. Effect of Changes. Except as otherwise expressly set forth herein and amended by this Third Amendment, all terms of the Agreement shall remain in full force and effect. If there is any conflict between the terms and conditions of this Third Amendment and the terms and conditions of the Agreement or any prior addendum to the Agreement, the terms and conditions of this Third Amendment shall prevail.

4. Capitalized Terms. All capitalized terms not otherwise defined in this Third Amendment shall have the meaning ascribed to them in the Agreement.

5. Headings. The headings, captions and arrangements used in this Third Amendment are for convenience only and shall not affect the interpretation of this Third Amendment.

[SIGNATURES ON FOLLOWING PAGE]

SENT TO Tom & mart

10-23-19

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the Third Amendment Effective Date.

LESSOR

Cheshire United Methodist Church, a
Connecticut non-profit corporation

Stanley E. Esposito
By: Stanley E. Esposito
Title: Trustee
Date: 10-23-19

Joseph Bonacki
By: Joseph Bonacki
Title: Trustee
Date: 10/23/2019

AGENT

SteepleCom, Inc., a Massachusetts
corporation

Tom Moylan
By: Tom Moylan
Title: President
Date: 10/8/19

LESSEE

Diamond Towers V LLC, a Delaware
liability company

Michael G. Brett
By: Michael G. Brett
Title: Chief Operating Officer
Date: 11/5/19

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the Third Amendment Effective Date.

LESSOR


Cheshire United Methodist Church, a
Connecticut non-profit corporation

By: _____
Title: Trustee
Date: _____

By: _____
Title: Trustee
Date: _____

AGENT

SteepleCom, Inc., a Massachusetts
corporation


By: Tom Moylan
Title: President
Date: 10/8/19

LESSEE

Diamond Towers V LLC, a Delaware
liability company

By: Michael G. Brett
Title: Chief Operating Officer
Date: _____