

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC AND
NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION, MAINTENANCE, AND
OPERATION OF A TELECOMMUNICATIONS
FACILITY AT 16 COOTE HILL ROAD,
TOWN OF SHERMAN, CONNECTICUT

DOCKET NO. 499

April 15, 2021

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

In furtherance of the Council's ruling in Docket 366, the Applicant, Homeland Towers, LLC respectfully moves for a protective order related to the disclosure of the exact monthly rent in the respective lease agreement with Michael J. Berger and Suzanne J. Berger ("Landlord"). The Siting Council's evaluation of the Applicant's proposed facility should not be based on the financial terms of Homeland'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, Homeland 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 Homeland and the Landlord as well as other financial terms is 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 has 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.



Lucia Chiocchio, Esq.
Kristen Motel, Esq.
Cuddy & Feder LLP
Attorneys for the Applicants

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DOCKET NO. 499

April _____, 2021

PROTECTIVE ORDER

WHEREAS, the financial provisions in the lease agreements between Michael J. Berger and Suzanne J. Berger (the "Landlord") and Homeland Towers, LLC ("Homeland") (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, Homeland would be harmed by the disclosure of the Confidential Information;

WHEREAS, Homeland 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 Homeland 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.

Dated: April 15, 2021

A handwritten signature in blue ink that reads "Lucia Chiochio". The signature is written in a cursive style.

Lucia Chiochio, Esq.

cc: Ray Vergati, Homeland Towers, LLC
Brian Leyden, AT&T
Harry Carey, AT&T
Kristen Motel, Esq.

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC AND
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TOWN OF SHERMAN, CONNECTICUT

DOCKET NO. 499

March 31, 2021

AFFIDAVIT

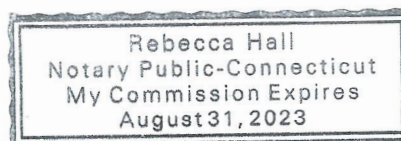
Raymond Vergati, being duly sworn, deposes and states that:

1. I am over the age of eighteen and understand the obligations of making a statement under oath.
2. I am the Regional Manager of Homeland Towers, LLC ("Homeland"), a New York limited liability company with offices at 9 Harmony Street, Danbury, Connecticut.
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 Homeland's lease agreement with Michael J. Berger and Suzanne J. Berger ("Landlord") for property located on 16 Coote Hill Road in Sherman, Connecticut (the "Confidential Information").
4. Homeland considers the Confidential Information highly confidential and commercially valuable information.
5. To the best of my knowledge, Homeland has used best 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 Homeland's legal counsel that neither federal or Connecticut statutes require the confidential portion of this information to be filed in the public record.

Sworn to before me
This 31 day of March 2021.

Notary Public
My Commission Expires: 8-31-2023

Raymond Vergati
Regional Manager
Homeland Towers, LLC



**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

EXHIBIT 1

**DOCKET NO. 499
HOMELAND TOWERS LLC**

NONDISCLOSURE AGREEMENT

Homeland Towers LLC (“Homeland”) agrees to make available to _____ (“Recipient”) confidential and proprietary information filed in Connecticut Siting Council Docket No. 499 (“Confidential Information”) subject to restrictions stated herein:

1. Any information provided to Recipient and labeled “Confidential Information” by Homeland 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. 499.
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 Homeland could adversely affect Homeland. 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 Homeland.

RECIPIENT:

By: _____

Date: _____

SITE NO.: CT009
SITE NAME: Sherman II
LESSOR: Michael J. Berger and Suzanne J. Berger
LEASE NO.: _____

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this 27 day of September, 2019 (the "Effective Date") by and among **MICHAEL J. BERGER AND SUZANNE J. BERGER**, as individuals (collectively, "LESSOR") and **HOMELAND TOWERS, LLC**, a New York limited liability company, ("LESSEE").

Recitals

- A. WHEREAS, LESSOR is the owner of the following described property located at 16 Coote Hill Road, Town of Sherman, County of Fairfield, State of Connecticut, a legal description of which is set forth in Exhibit "A" hereto (the "Property"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of LESSEE's equipment, building(s) and tower for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes a tower, building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and
- C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease. (a) In consideration of the payment of _____ (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twenty-four (24) months, commencing upon the date of mutual execution of this Agreement and ending twenty-four (24) months from such date (the "Initial Option Period"). During the Initial Option Period if LESSEE has submitted an application for Governmental Approvals, including, without limitation, commencement of zoning of the Leased Premises, LESSEE shall have the right to further extend the Option for one (1) additional twelve (12) month period ("Additional Extension Period") by giving written notice to LESSOR prior to the end of the Initial Option Period, which notice shall be accompanied by an additional option fee payment of _____ (the "Additional Option Fee"). As used herein, "Option Period" means the Initial Option Period and the Additional Extension Period, if any.

(b) During the Option Period, LESSEE may exercise the Option by so notifying LESSOR in writing.

(c) The provision of Section 3(b) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

(d) LESSEE shall perform, at LESSEE's sole cost and expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals (the "Due Diligence Activities"). LESSOR agrees to reasonably cooperate with LESSEE, at LESSEE's expense, with respect to the Due Diligence Activities by: (i) granting LESSEE a license to enter the Property and conduct the Due Diligence Activities on, under and over the Property; (ii) allowing LESSEE to perform the Due Diligence Activities; and (iii) undertaking any other steps as are reasonably necessary in support of such Due Diligence Activities, including the execution and delivery of an owner's affidavit of title reasonably satisfactory to LESSEE's title insurer. In connection with such Due Diligence Activities,

LESSEE and its contractors shall be required to carry insurance and liability in the type and amounts as provided in Section 14 and LESSEE shall provide certificates of insurance evidencing all coverage prior to entering the Property. Notwithstanding the foregoing, LESSEE must obtain LESSOR's prior written approval for any invasive testing on the Property, including, without limitation, any Phase II environmental testing, which approval may be withheld in LESSOR's sole discretion. During the Option Period, LESSEE shall provide LESSOR with 24 hours prior verbal notification of all visits to the Property and receive LESSOR's verbal approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon the conclusion of its Due Diligence Activities, the Property shall be returned to LESSOR in substantially similar condition as it was prior to the commencement of its Due Diligence Activities, reasonable wear and tear excepted. Any damage to the Property directly or indirectly caused by the Due Diligence Activities shall be the responsibility of LESSEE to repair pursuant to the terms hereof. In addition, LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, bodily injury (including death) and liabilities, arising directly or indirectly from LESSEE's Due Diligence Activities.

2. Premises. Subject to the following terms and conditions, LESSOR leases to LESSEE, and LESSEE leases from LESSOR, certain ground space located on the Property sufficient for the construction, operation and maintenance of LESSEE's Telecommunications Facilities, together with all necessary non-exclusive easements for ingress, egress and utilities, as described in this Agreement and depicted on the site plan/drawing attached hereto as **Exhibit "B"** (collectively referred to hereinafter as the "**Leased Premises**"). The Leased Premises, located at 16 Coote Hill Road, Sherman, CT, is comprised of Five Thousand Six Hundred Twenty-Five (5,625) square feet of ground space.

3. Permitted Use. (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, a tower, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "**Permitted Use**").

(b) LESSEE shall, at its sole cost and expense, obtain and maintain throughout the Term (as defined below), any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "**Governmental Approvals**"). LESSOR agrees to reasonably cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the permitted use of the Leased Premises; (iii) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's permitted use of the Property; and (iv) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term (as defined in Section 4(b) below) of this Agreement that would adversely affect the status of the Leased Premises with respect to the Permitted Use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Leased Premises in the manner set forth in this Section 3. LESSEE agrees that it will not change the current zoning classification of the Property.

(c) In addition to the provisions of Section 10 below, prior to LESSEE's construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE: (i) deems the results of its Due Diligence Activities to be unacceptable to LESSEE in its sole discretion, (ii) determines that any of the Governmental Approvals required or necessary are not provided or are not likely to be provided through no fault of LESSEE, or (iii) is unable to secure a separate access easement(s) or agreement(s) affording LESSEE adequate usage of that certain part of the access road to the Leased Premises identified as Coote Hill Road between State Road 37 and LESSOR'S existing driveway; provided however, that the Option Fee, Reimbursement Fee, the Signing Bonus and any Rent paid to LESSOR shall not be refunded to LESSEE.

4. Term. (a) The initial term of this Agreement ("**Initial Term**") shall be ten (10) years, commencing on the date of LESSEE's exercise of the Option (the "**Commencement Date**"). The Initial Term will expire at 11:59 P.M. prevailing U.S. Eastern Time on the day immediately preceding the tenth anniversary of the Commencement Date.

(b) Provided LESSEE is not in default beyond any applicable cure period, LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for four (4) additional five (5) year renewal terms (each, a "**Renewal Term**", and collectively, the "**Renewal Terms**"). Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. If LESSEE remains in possession of the Leased Premises after the termination of this Agreement,

then LESSEE will be deemed to be occupying the Leased Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement, except that Rent for the Holdover Term shall be One Hundred Twenty-Five percent (125%) of the then current Rent amount. As used herein, "Term" means the Initial Term, any Renewal Term(s) and any Holdover Term.

5. Rent. (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR _____ per month ("Rent"). The Rent shall be payable in equal monthly installments in advance on the first day of each month to LESSOR; Rent for any partial month will be prorated. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: Michael and Suzanne Berger, 16 Coote Hill Road, Sherman, CT 06784. As used herein, "Rent Commencement Date" means the first day of the month following the date that LESSEE exercises the Option.

(b) On each anniversary of the Rent Commencement Date during the Initial Term and any Renewal Terms, the monthly Rent due hereunder (excluding any Percentage Rent, as defined below) shall be increased by an amount equal to _____ over the Rent in effect immediately prior to the adjustment date.

(c) In the event LESSEE fails to pay Rent on or before due date, LESSEE shall be assessed a late fee equal to ten (10%) percent of the amount past due, which LESSEE shall pay to LESSOR on or before the first day of the following month as additional Rent.

(d) LESSEE agrees to pay LESSOR a one-time fee in an amount not to exceed _____ ("Reimbursement Fee") for LESSOR's actual and reasonable legal fees related to the review and negotiation of this Agreement. Payment will be made to LESSOR within forty-five (45) days following LESSEE's receipt of an invoice from LESSOR.

(e) If LESSOR executes this Agreement on or before September 30, 2019, LESSEE shall pay to LESSOR a one-time fee in an amount of _____ ("Signing Bonus"). Payment of the Signing Bonus will be made to LESSOR within thirty (30) days following the Effective Date.

(f) It is understood and agreed that the Rent described in Section 5 (a) above is the Rent if and for so long as no more than one (1) broadband wireless communications (Cellular or PCS) sublessees, licensees or customers (each a "Carrier" or collectively, the "Carriers") is operating from the Leased Premises and paying fees to LESSEE for use of the tower on the Leased Premises (such Carrier hereinafter referred to as an "Authorized User"). In addition to the Rent specified in Section 5 (a) of this Agreement, LESSEE shall pay to LESSOR, on an annual basis on the anniversary of the Rent Commencement Date, an amount equal to _____ of the Gross Income (as defined below) (the "Percentage Rent") derived by LESSEE from the second (2nd) Authorized User, an amount equal to _____ of the Gross Income (as defined below) (the "Percentage Rent") derived by LESSEE from the third (3rd) and all subsequent Authorized Users that (i) enter into a communications site agreement ("Site Agreement") with LESSEE for the use of the Telecommunications Facilities; (ii) installs its equipment at the Telecommunications Facilities; and (iii) commences the payment of rent to the LESSEE under the Site Agreement. In the event any Site Agreement(s) with an Authorized User are terminated such that there are less than two (2) Authorized Users at the Leased Premises, LESSEE shall cease to pay LESSOR the Percentage Rent for so long as there are less than two (2) Authorized Users. As used herein, "Gross Income" means the income actually received by LESSEE from the Authorized Users during the applicable calendar year or portion thereof in connection with their occupancy of the Telecommunications Facilities on the Leased Premises. The parties agree and acknowledge that the following fees, reimbursements, taxes, and pass-throughs paid to LESSEE by the Authorized Users are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Authorized Users; (ii) operating expense, common area cost, and tenant improvement fees and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) any and all insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) all sums collected from Authorized Users for taxes (including, to the extent applicable, sales and use taxes, excise taxes, and similar taxes) for which LESSEE is responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to LESSEE's assignment of the Lease Agreement. If this Agreement expires or is otherwise terminated prior to the last day of a calendar year, the Percentage Rent due hereunder shall be prorated for such partial calendar year according to the number of actual days elapsed in such calendar year. Each calendar year shall be considered an independent accounting period for the purposes of determining the amount of any Percentage Rent due to LESSOR hereunder.

6. Interference. Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSEE's initial use thereof for its Telecommunications Facilities. From and after the Rent Commencement Date, LESSOR shall not knowingly use any portion of the Property in any way that materially and adversely interferes with the

operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon receipt of written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Construction of Improvements. (a) From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any or all of the Telecommunications Facilities, provided any and all such acts are in compliance with all applicable Laws. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, and the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) The Telecommunication Facilities shall be initially installed as set forth in **Exhibit "C,"** attached hereto and made a part hereof (the "Site Plan"). Prior to making any changes to the Site Plan ("LESSEE's Changes"), LESSEE will supply the LESSOR with plans and specifications depicting and describing Lessee's Changes to be reviewed and approved by the LESSOR prior to commencement of LESSEE's Changes. LESSOR's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond fourteen (14) days). After LESSOR's (i) failure to respond in writing to LESSEE's proposed LESSEE'S Changes within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of any revised LESSEE'S Changes after comment from LESSOR in accordance with this section, the LESSEE'S Changes will be deemed approved. After approval or deemed approval, the LESSEE'S Changes will be considered incorporated in this Agreement as **Exhibit "C-1"**. If LESSOR disapproves the LESSEE'S Changes, then LESSEE will provide the LESSOR with revised LESSEE'S Changes, such revisions to be within LESSEE's reasonable discretion. In the event LESSOR disapproves of the LESSEE'S Changes upon a second (2nd) submission, LESSEE may terminate this Agreement and LESSOR shall be required to return to LESSEE the Signing Bonus. LESSOR will not knowingly permit or suffer any person to copy or utilize the Site Plans for any purpose other than as provided in this Agreement and will return the Site Plan to LESSEE promptly upon request. LESSEE shall have the right to modify, replace, add to, upgrade, and/or rebuild the Telecommunication Facilities at any time during the Term, provided such modifications, replacements, additions, upgrades, and/or rebuilding are performed in accordance with the terms of this Agreement.

(c) LESSEE shall be solely responsible for the operation, maintenance, compliance, repair of, and the insurance for, the Telecommunications Facilities. LESSEE agrees to comply with all federal, state and local laws, orders, rules and regulations (collectively, "Laws") applicable to LESSEE's and its Customers' use of the Telecommunication Facilities on the Leased Premises.

8. Access. (a) Subject to the terms and conditions herein, and as partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities. Prior to accessing the Property during the Term, LESSEE and the LESSEE Parties (as defined below) shall provide LESSOR with 24 hours prior verbal notification of all visits to the Property and receive LESSOR's verbal approval, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, in the event a condition or circumstance exists with respect to the operation of the Telecommunications Facilities which requires immediate access to prevent a loss of life, damage to LESSEE's or LESSEE Parties' property or to restore full operation of the Telecommunications Facilities following a complete shutdown, LESSEE shall only be required to provide prior verbal notification to LESSOR, or if LESSOR does not answer the phone or is otherwise unavailable, LESSEE shall show reasonably sufficient evidence of its attempt to so notify LESSOR in good faith, however, LESSOR's approval shall not be required. Notwithstanding anything to the contrary herein, construction, installation and removal activities by or on behalf of LESSEE may only be performed on the Leased Premises between the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday.

(b) Except as set forth below, LESSEE's right to access the Property (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, limited parking rights, and (ii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them, provided all such parties shall operate in compliance with all applicable laws at all times. Notwithstanding anything to the contrary contained herein, LESSOR has disclosed and LESSEE acknowledges that LESSOR does not own that certain part of the access road to the Leased Premises identified as Coote Hill Road between State Road 37 and LESSOR's existing driveway; rather, LESSOR has a non-exclusive easement to such part of the access road to the Leased Premises. In connection with the foregoing, LESSOR makes no representations as to LESSEE's rights to utilize such part of the access road and

LESSEE shall be solely responsible for obtaining any and all rights required from third parties to access the Leased Premises; provided, however, LESSOR agrees to reasonably cooperate, at LESSEE's sole cost and expense, with LESSEE in obtaining the right to utilize such access road for LESSEE from such third parties by: (i) using commercially reasonable efforts to obtain the cooperation and approval of any third parties necessary in order for LESSEE to use such access road, and (ii) undertaking other steps reasonably necessary in order for LESSEE to obtain the right to use such access road. In addition, LESSEE shall indemnify, defend and hold LESSOR harmless from and against any and all injury, loss, damage or claims arising out of or related to LESSEE's and LESSEE Parties' use of such part of the access road. LESSEE shall be responsible for the construction, maintenance, and upkeep (including snow and/or downed tree removal) of the access road to the Leased Premises.

(c) LESSEE expressly acknowledges that any access road it constructs must be located along the perimeter of the Property line and then cross the first stone wall at the Northeast opening at which point the access road shall switchover to the other side of the wall. If LESSEE, or parties acting on LESSEE's behalf, remove stones from the wall, such stones must be placed back on the stone wall, and may not be used by LESSEE for any other purpose. LESSEE may not remove or damage any Sugar Maple trees. In the event that the removal of any other types trees are required during construction, such removal shall include the root masses of all such trees and be LESSEE's sole responsibility, provided however, LESSOR shall, at its sole election, retain ownership over such trees for its personal use or require LESSEE to remove the cut trees and discard of same, but in all instances, LESSEE shall be responsible for removing the root masses of any cut trees from the Property at its sole cost and expense. Prior to any scheduled construction work at the Leased Premises, LESSEE will provide prior written notice to LESSOR. Any easement granted to LESSEE hereunder shall be non-exclusive and terminate upon the expiration or earlier termination of this Agreement, and LESSEE hereby agrees to execute and record such documentation, reasonably requested by LESSOR, evidencing such termination. LESSOR and its invitees shall be permitted to use the access road constructed by LESSEE, provided such use does not interfere with LESSEE's access to the Leased Premises. Notwithstanding anything to the contrary herein, LESSOR shall have the right to relocate the access route to the Leased Premises at any time during the Term of this Agreement, provided that such relocation is performed at LESSOR's sole cost and expense and LESSEE's access to the Leased Premises is not disrupted for a period of more than five (5) calendar days.

9. Utilities. (a) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify utilities at the Leased Premises (including, without limitation, telephone service, telecommunications lines (including, fiber) and electricity), provided such utilities are placed in the location depicted on Exhibit C, or an alternate location approved by LESSOR in writing. LESSEE shall install a separate meter for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, provided however, such services and the extension thereof shall be at no cost or expense of LESSOR and the location of any such easement or any other agreement required by the appropriate utility or other party for such easement shall be subject to LESSOR's prior written approval, not to be unreasonably withheld, conditioned or delayed.

10. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed ninety (90) days; and (ii) further provided that the cure period for any monetary default shall be ten (10) days from the defaulting party's receipt of the other party's written notice of payment delinquency.

(b) This Agreement may also be terminated, without penalty as follows: (i) after the expiration of the Initial Term, by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approvals that are necessary for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, through no fault of LESSEE, reasonably obtainable or maintainable in the future; and (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance

LESSEE shall be solely responsible for obtaining any and all rights required from third parties to access the Leased Premises; provided, however, LESSOR agrees to reasonably cooperate, at LESSEE's sole cost and expense, with LESSEE in obtaining the right to utilize such access road for LESSEE from such third parties by: (i) using commercially reasonable efforts to obtain the cooperation and approval of any third parties necessary in order for LESSEE to use such access road, and (ii) undertaking other steps reasonably necessary in order for LESSEE to obtain the right to use such access road. In addition, LESSEE shall indemnify, defend and hold LESSOR harmless from and against any and all injury, loss, damage or claims arising out of or related to LESSEE's and LESSEE Parties' use of such part of the access road. LESSEE shall be responsible for the construction, maintenance, and upkeep (including snow and/or downed tree removal) of the access road to the Leased Premises.

(c) LESSEE expressly acknowledges that any access road it constructs must be located along the perimeter of the Property line and then cross the first stone wall at the Northeast opening at which point the access road shall switchover to the other side of the wall. If LESSEE, or parties acting on LESSEE's behalf, remove stones from the wall, such stones must be placed back on the stone wall, and may not be used by LESSEE for any other purpose. LESSEE may not remove or damage any Sugar Maple trees. In the event that the removal of any other types trees are required during construction, such removal shall include the root masses of all such trees and be LESSEE's sole responsibility, provided however, LESSOR shall, at its sole election, retain ownership over such trees for its personal use or require LESSEE to remove the cut trees and discard of same, but in all instances, LESSEE shall be responsible for removing the root masses of any cut trees from the Property at its sole cost and expense. Prior to any scheduled construction work at the Leased Premises, LESSEE will provide prior written notice to LESSOR. Any easement granted to LESSEE hereunder shall be non-exclusive and terminate upon the expiration or earlier termination of this Agreement, and LESSEE hereby agrees to execute and record such documentation, reasonably requested by LESSOR, evidencing such termination. LESSOR and its invitees shall be permitted to use the access road constructed by LESSEE, provided such use does not interfere with LESSEE's access to the Leased Premises. Notwithstanding anything to the contrary herein, LESSOR shall have the right to relocate the access route to the Leased Premises at any time during the Term of this Agreement, provided that such relocation is performed at LESSOR's sole cost and expense and LESSEE's access to the Leased Premises is not disrupted for a period of more than five (5) calendar days.

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(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, provided however, such services and the extension thereof shall be at no cost or expense of LESSOR and the location of any such easement or any other agreement required by the appropriate utility or other party for such easement shall be subject to LESSOR's prior written approval, not to be unreasonably withheld, conditioned or delayed.

10. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed ninety (90) days; and (ii) further provided that the cure period for any monetary default shall be ten (10) days from the defaulting party's receipt of the other party's written notice of payment delinquency.

(b) This Agreement may also be terminated, without penalty as follows: (i) after the expiration of the Initial Term, by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approvals that are necessary for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, through no fault of LESSEE, reasonably obtainable or maintainable in the future; and (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance

(as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE.

(c) Except as expressly limited by this Agreement, a party's termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

11. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Leased Premises is taken by eminent domain or other action by governmental authority(s) of appropriate jurisdiction (each, an "Act of Condemnation"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Leased Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto.

12. Indemnification. Subject to the provisions of Section 14 below, LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR and LESSOR's heirs and their assigns and successors in interest (collectively, the "LESSOR Parties") harmless from and against any and all demands, losses, damages, bodily injuries (including death), lawsuits and/or settlements (collectively, "Claims") arising directly or indirectly from LESSEE's, and/or its Customers, and their respective officers, directors, managers, employees, contractors, subcontractors, agents and representatives' use of the Leased Premises (whether such use is a Permitted Use or not) including but not limited to the installation, use, maintenance, repair or removal of the Telecommunications Facilities or LESSEE's breach of any provision of this Agreement, except to the extent attributable to the gross negligence or willful misconduct of LESSOR or any LESSOR Parties. LESSOR shall defend (with counsel reasonably acceptable to LESSEE), indemnify, and hold LESSEE harmless from all Claims arising from the gross negligence or willful misconduct of LESSOR and LESSOR Parties occurring in or about the Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entities engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Substance on, under, about or within the Property or the Leased Premises in violation of any Environmental Law. LESSOR shall indemnify, defend, and hold LESSEE and the LESSEE Parties harmless, and LESSEE shall indemnify, defend, and hold LESSOR and the LESSOR Parties harmless, from and against any and all Claims (as defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance. (a) During the Option Period and Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance: (i) commercial general liability insurance with respect to its activities on the Property, such insurance to afford protection Three Million Dollars (\$3,000,000.00) combined single limit, per occurrence, and Five Million Dollar (\$5,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage for bodily injury and property damage; (ii) business automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00); (iii) "All Risk" property insurance for the replacement cost of the Telecommunications Facilities and LESSEE's other property; (iv) Workers' Compensation Insurance as required by law (collectively, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby upon the Effective Date and on each anniversary of the Commencement Date thereafter. All policies required to be obtained by LESSEE under this Section 14 shall be written by an insurer with an A.M. Best rating of at least A-:VIII and authorized to do business within the state where the Property is located.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14 shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this Section 14 shall in no way limit or minimize the indemnification obligations owed on the part of LESSEE to LESSOR under Section 12.

15. Taxes. LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon, and LESSEE shall be responsible, to the extent applicable, for any and all personal property taxes, assessments, and similar charges attributable to LESSEE's equipment and other property owned by LESSEE and its Customers located at the Property. In addition, LESSEE shall be responsible for (and the parties agree to cooperate in good faith to identify) any increase in real property taxes assessed against the Property directly attributable to LESSEE's improvement of the Leased Premises and/or the construction of the Telecommunications Facilities. LESSOR shall provide written demand for contribution to the payment of real estate taxes to LESSEE, and include written evidence of all real property taxes and/or assessments directly pertaining to the Leased Premises and LESSEE shall make such contribution payment to LESSOR no later than forty-five (45) days from its receipt of such written demand for contribution. LESSEE shall have the right, at its sole cost and expense, to contest any real property taxes and/or assessments on the Leased Premises and LESSOR agrees to reasonably cooperate, at LESSEE's sole cost and expense, with LESSEE in such a contest, provided that LESSOR is not prejudiced in any manner and that LESSEE assert such contest in a timely manner.

16. Quiet Enjoyment, Title and Authority. (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Leased Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages that would adversely affect LESSEE's Permitted Use; (iii) there are no pending or threatened actions including, without limitation, bankruptcy or insolvency proceedings (whether voluntary or involuntary) under state or federal law, suits, claims or causes of action against LESSOR or which may otherwise adversely affect the Property or the Leased Premises, and (iv) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

17. Notices. All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE, to:

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810
Telephone: (203) 297-6345
Facsimile:

With a copy to:

InSite Wireless Group, LLC
Attn: Legal Department
1199 N. Fairfax St.
Suite 700
Alexandria, VA 22314
Telephone: (703) 535-3009
Facsimile: (703) 535-3051

If to LESSOR, to:

Michael and Suzanne Berger
16 Coote Hill Road
Sherman, CT 06784

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

18. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, either party will, upon not less than twenty (20) days prior written notice from the other, execute, acknowledge and deliver to the other a written estoppel certificate (the "Estoppel") certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); and (iv) the amount of the then-current rent payable under this Agreement.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE'S property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

(i) LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with LESSEE beyond any applicable notice and cure period;

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in and/or mortgaging of LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognize LESSEE's mortgagee as LESSEE hereunder upon any such exercise by LESSEE's mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE's mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's mortgagee, LESSEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable cure period(s) (an "Uncured LESSEE Default"). As of the Effective Date of this Agreement, notices to LESSEE's lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, TX 75039, or to such other address/and or lender as may be specified by LESSEE to LESSOR in writing from time to time during the Term hereof. LESSOR further agrees that no default shall be deemed to have occurred under this Agreement unless LESSOR gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall construed as obligating LESSEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

19. Assignment and Subletting. LESSEE shall have the right to assign its interest in this this Agreement, upon notice to, but without LESSOR's consent, to: (i) any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization, or (ii) InSite Towers Development 2, LLC or any "Affiliate" of InSite Wireless Group, LLC; provided in each such instance the assignee agrees to assume in writing all liabilities and obligations of LESSEE accruing after the date of such assignment and a copy of such assumption is delivered to LESSOR prior to assignment. Upon written notification to LESSOR of such assignment, transfer or sale, and provided assignee assumes in writing its obligations hereunder, LESSEE will be relieved of all future performance, liabilities and obligations under this Agreement accruing after the date of such assignment. LESSEE may not otherwise assign this Agreement without LESSOR's consent, such consent not to be unreasonably withheld, conditioned or delayed. As used in this Section 19, an "Affiliate" is any corporate entity or business organization that is directly (x) controlled by, (y) under common control with, or (z) under the control of InSite Wireless Group, LLC. As used in this Section 19, "control" means the power to direct the management and policies of a corporate entity or business organization, directly or indirectly, whether through the ownership of voting securities or other beneficial interests. In addition, LESSEE shall have the right to license or sublet the Leased Premises, in whole or in part, without LESSOR's consent, for the Permitted Use set forth in Section 3 subject to the terms of Section 5 (f).

20. Limited Right of First Refusal. (a) If, during the Option Period or the Lease Term, LESSOR receives a bona fide offer ("Bona Fide Offer") from a third party in the business of acquiring, owning, operating, managing or developing telecommunication infrastructure or telecommunication site leases or any interest pertaining thereto (any such entity, a "Third Party Aggregator"), to lease or purchase LESSOR's interest under this Agreement including, but not limited to, LESSOR's rights to receive rents hereunder (the "Property Interest"), LESSEE shall have the right of first refusal ("Right of First Refusal") to so acquire the Property Interest that is the subject of the Bona Fide Offer. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer, and LESSEE shall have five (5) business days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect to the Property Interest that is the subject thereof. If LESSEE exercises its right to purchase the subject Property Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, LESSOR may complete the transaction contemplated in the Bona Fide Offer with the Third Party Aggregator on the stated terms and price and such Right of First Refusal shall lapse with respect to the Bona Fide Offer, but not with respect to any subsequent Bona Fide Offer(s), if LESSOR fails to convey the Property Interest that is the subject thereof to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty (180) days of the date of LESSEE's waiver of such Right of First Refusal.

(b) Notwithstanding anything to the contrary herein, LESSEE and LESSOR agree that the Right of First Refusal contained in Section 20 shall not apply to any assignment, sale or transfer of (i) the Property or the Property Interest from LESSOR to (1) an heir, lineal descendant or other relative of LESSOR, or a spouse of such individual(s) or (2) a family trust and/or Will established for estate planning purposes for the benefit of LESSOR and their heirs, lineal descendants or other relatives, or their respective spouses, or (ii) LESSOR's entire fee simple interest in the Property to any prospective purchaser.

21. Removal/Restoration. All portions of the Telecommunications Facilities brought onto the Leased Premises by LESSEE will be and remain LESSEE's personal property and, at LESSEE's option, may be removed by LESSEE at any time during the Term provided LESSEE complies with its removal and restoration obligations provided herein. LESSOR covenants and agrees that no part of the Telecommunications Facilities constructed, erected or placed on the Leased Premises by LESSEE will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of LESSOR that all improvements of every kind and nature constructed, erected or placed by LESSEE on the Leased Premises will be and remain the property of LESSEE and may be removed by LESSEE at any time during the Term. Upon the expiration or earlier termination of this Agreement, LESSEE will remove all of LESSEE's above-ground improvements, including any foundation down to a depth of two (2) feet below grade level and LESSEE will restore the Leased Premises to the substantially similar condition that existed at the commencement of this Agreement, reasonable wear, tear and casualty excepted. During any such period of time after the termination or expiration of the Term, LESSEE shall perform all obligations under this Agreement, including without limitation, pay Rent at the then current rate, until such time as the removal of the building, antenna structure, any foundation down to two (2) feet below grade, fixtures and all personal property are completed. Any property not so removed shall be deemed abandoned and may be removed and disposed of by LESSOR in such manner as LESSOR shall determine and at LESSEE's reasonable expense, without notice to LESSEE and without any obligation on the part of LESSOR to account to LESSEE for any proceeds therefrom. LESSEE shall reimburse LESSOR for any actual and reasonable expense incurred in restoring the Leased Premises should LESSEE fail to restore the Leased Premises, the Property or any underground utilities as provided herein.

22. Miscellaneous. (a) This Agreement, including Exhibits A-D attached hereto and incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers,

negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(c) Upon the request of LESSEE, the parties shall execute the form of Memorandum of Lease attached hereto and incorporated herein as **Exhibit "D"** (the "**Memorandum**"). LESSEE shall cause the Memorandum to be recorded, at LESSEE's sole cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the "**Leased Premises Legal Description**"), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.

(d) Any sale or conveyance of all or any portion of the Leased Premises shall be subject to this Agreement and LESSEE's rights hereunder.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Property is located, without regard to the choice of law rules thereof.

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

(g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) This Agreement shall extend to and be binding upon the heirs, successors or permitted assignees of the parties hereto.

(i) The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision herein.

(j) Neither party to this Agreement shall be liable for any real estate brokers' or leasing agents' commissions in the absence of a written agreement, which expressly provides therefore and is signed by the party to be charged or obligated with payment thereof. LESSOR and LESSEE shall each indemnify and defend and hold harmless each other from and against any liability arising from such claims for commissions as a result of its acts.

(k) No failure or delay by either party to the exercise of its rights under this Agreement or to insist upon the strict compliance with any obligation imposed by this Agreement, and no course of dealing, custom or practice of either party contrary to the terms of this Agreement, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms of this Agreement.

(l) Subject to the terms and conditions of this Agreement, LESSEE hereby accepts the Leased Premises "AS IS" (in the condition existing as of the Effective Date), subject to all applicable zoning, municipal, county and state laws and ordinances governing the use of the Leased Premises and any covenants or restrictions of record and accepts this Agreement subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Except for any representations or warranties expressly contained in this Agreement, LESSEE acknowledges that neither LESSOR nor LESSOR's agents have made any representations or warranties as to the condition of the Leased Premises, its compliance with laws, the fitness of the Leased Premises for any particular use or purpose or the present or future suitability of the Leased Premises for the conduct of LESSEE's business and LESSEE hereby waives any and all such warranties, express or implied, including any warranty of suitability. LESSEE acknowledges that LESSOR has no duty to repair, maintain or insure the Leased Premises or to construct any improvements thereon.

(m) Notwithstanding anything to the contrary contained herein, neither LESSOR, nor any general or limited partner in or of LESSOR, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, servants or agents of LESSOR, nor any of the foregoing, nor any investment adviser or other holder of any equity interest in LESSOR, their heirs, successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Agreement and, if LESSOR is in breach with respect to its obligations, LESSEE shall look solely to LESSOR's interest in the Property for satisfaction of LESSEE's remedies.


(n) LESSOR shall, to the extent it is a corporate entity, non-profit or other business entity, and not later than thirty (30) days following the receipt of a written request thereof from LESSEE, provide LESSEE with a copy of LESSOR's organizational documents which may include, by way of example, (i) LESSOR's Articles of Incorporation, By-Laws, Partnership Agreement, Operating Agreement and the like, which documents shall evidence LESSOR's authority, right, and ability to enter into this Agreement, and (ii) current certificates of good standing and incumbency.

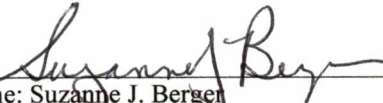
(o) The provisions of this Section 22 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of the date first above written.

MICHAEL J. BERGER AND SUZANNE J. BERGER
("LESSOR")

By: 
Name: Michael J. Berger
Title: Lessor

By: 
Name: Suzanne J. Berger
Title: Lessor

HOMELAND TOWERS, LLC
("LESSEE")

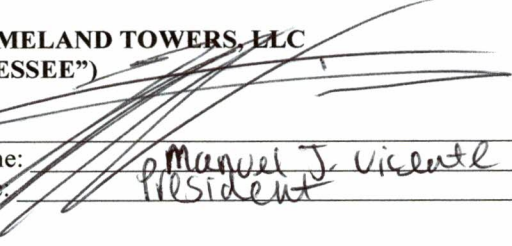
By: 
Name: Manuel J. Vicente
Title: President

EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATED IN THE TOWN OF SHERMAN, COUNTY OF FAIRFIELD, AND STATE OF CONNECTICUT, SHOWN AND DESIGNATED AS 19.787 ACRES ON A CERTAIN MAP ENTITLED, "MAP PREPARED FOR PEPPER PLATT JONES ROUTE 37 SHERMAN, CONNECTICUT SCALE 1" = 100' APRIL 10, 1991" WHICH MAP IS CERTIFIED SUBSTANTIALLY CORRECT AS AN A-2 SURVEY BY RICHARD W. DIBBLE LLS #8158, AND WHICH IS RECORDED IN THE SHERMAN LAND RECORDS AS MAP #1488.

TAX ID: MAP 51, LOT 28

BEING THE SAME PROPERTY CONVEYED TO MICHAEL J. BERGER AND SUZANNE J. BERGER, GRANTEE, FROM STEPHEN FOX AND LUANN ARONSON, GRANTOR, BY DEED RECORDED 12/28/2001, BOOK 99, PAGE 444, OF THE TOWN CLERK OF SHERMAN RECORDS.

EXHIBIT “B” TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF LEASED PREMISES¹

 X The Leased Premises includes ground space.

¹ LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the “Leased Premises Legal Description”), provided LESSEE first obtains LESSOR’s prior written approval.



ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: NY283390

LE-2

SCALE: AS NOTED

DRAWN BY: ELZ

DATE: 03/28/2019

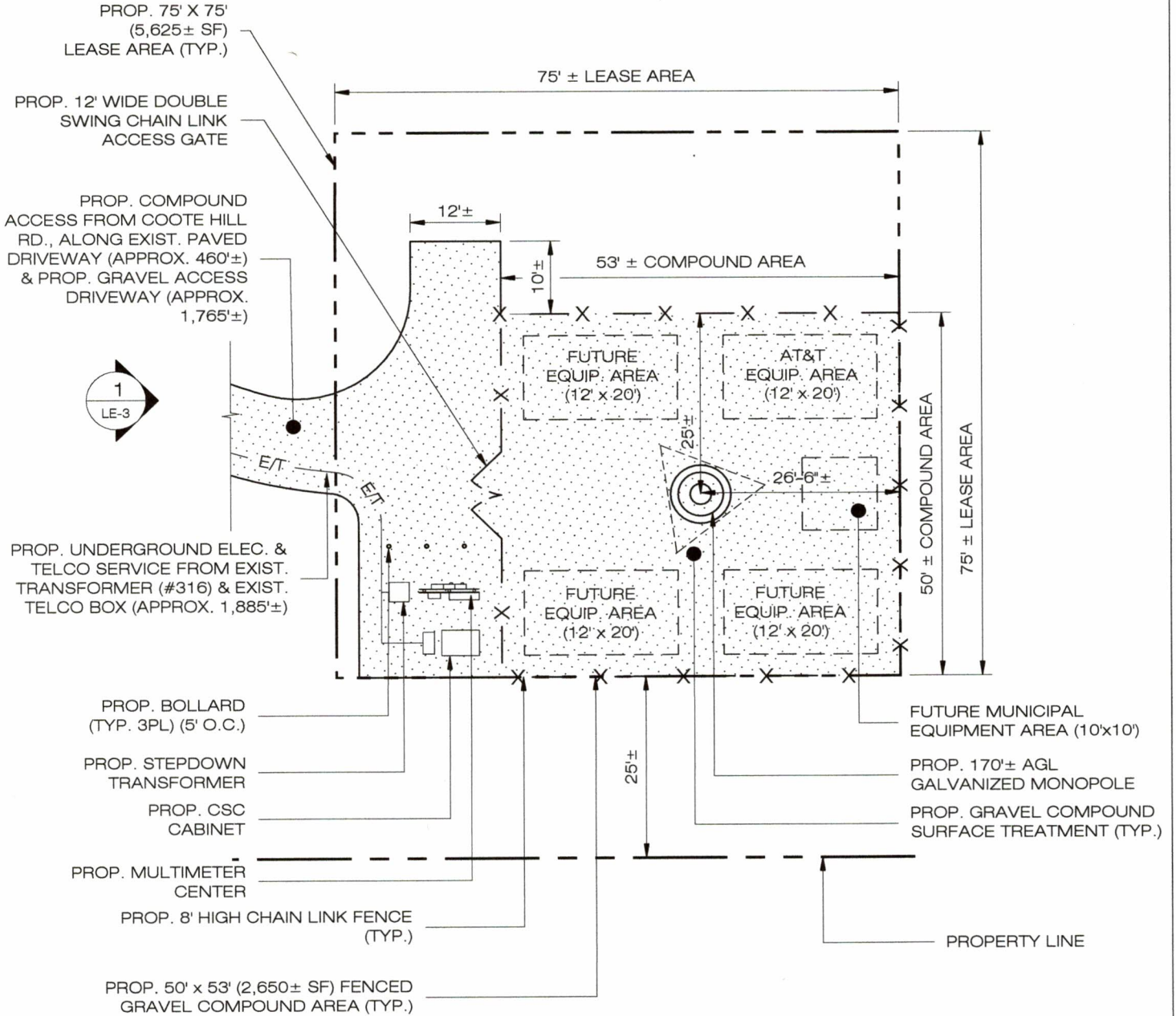
CHECKED BY: RCB



HOMELAND TOWERS, LLC
9 HARMONY STREET
2nd FLOOR
DANBURY, CT 06810

**HOMELAND TOWERS:
CT009**

**SHERMAN II
16 COOTE HILL ROAD
SHERMAN, CT 06784**

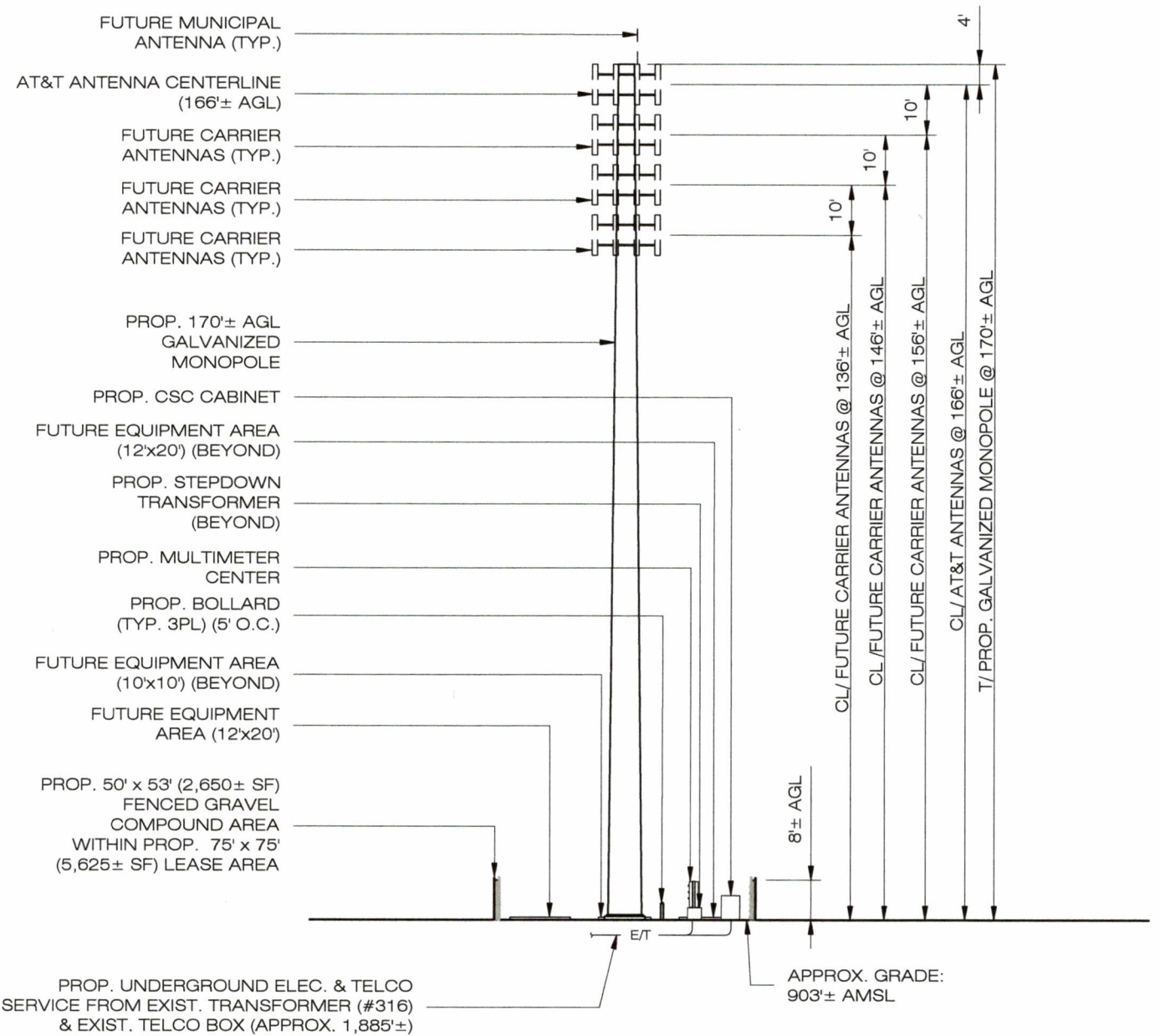


1
LE-3

1 **COMPOUND PLAN**
LE-2 SCALE: 1" = 20'-0"

-REV1: 04/11/18: CLIENT REVISIONS: RCB
-REV2: 04/24/19: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.



1 NORTHWESTERN ELEVATION
LE-3 **SCALE: 1" = 30'-0"**

-REV1: 04/11/18: CLIENT REVISIONS: RCB
-REV2: 04/24/19: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

EXHIBIT “C” TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN²

² LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with an as-built site plan (the “As-Built Site Plan”), provided that LESSEE first obtains LESSOR’s prior written consent to the As-Built Site Plan.



ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: NY283390

LE-1

SCALE: AS NOTED

DRAWN BY: ELZ

DATE: 03/28/2019

CHECKED BY: RCB



HOMELAND TOWERS, LLC
9 HARMONY STREET
2nd FLOOR
DANBURY, CT 06810

**HOMELAND TOWERS:
CT009**

**SHERMAN II
16 COOTE HILL ROAD
SHERMAN, CT 06784**

EXIST. TRANSFORMER AND
TELCO BOX

SUBJECT PARCEL:
PARCEL # 51-28
N/F

MICHAEL J. & SUZANNE J. BERGER

PROP. COMPOUND ACCESS FROM COOTE HILL RD.,
ALONG EXIST. PAVED DRIVEWAY (APPROX. 450'±) &
PROP. GRAVEL ACCESS DRIVEWAY (APPROX. 1,765'±)

PROP. UNDERGROUND ELEC. & TELCO SERVICE
FROM EXIST. TRANSFORMER (#316) & EXIST. TELCO
BOX (APPROX. 1,885'±)

APPROX. LOCATION OF EXIST. STONEWALL



1
LE-2

EXIST. RESIDENCE
APPROX. LOCATION OF EXIST. WETLANDS

PROP. 170'± AGL MONOPOLE
LAT: 41°32'0.86"N
LONG: 73°29'33.11"W

PROPERTY LINE (TYP.)

PROP. 75' x 75' (5,625± SF)
LEASE AREA & 50' x 53'
(2,650± SF) FENCED
GRAVEL COMPOUND AREA



1 **SITE PLAN**
LE-1 SCALE: 1" = 500'-0"

-REV1: 04/11/18: CLIENT REVISIONS: RCB
-REV2: 04/24/19: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

** UTILITIES LOCATION MUST HAVE LESSORS PRIOR WRITTEN CONSRMT [unclear] [unclear]*

EXHIBIT "D" TO OPTION AND GROUND LEASE AGREEMENT
MEMORANDUM OF LEASE

[SEE ATTACHED.]

PREPARED/RECORDING REQUESTED BY:

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Record and Return to:
Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Tax ID/Parcel No.: MAP 51, LOT 28

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this ____ day of _____, 2019 by and between Michael J. Berger and Suzanne J. Berger ("Lessor") and HOMELAND TOWERS, LLC, a New York limited liability company ("Lessee") with an office at 9 Harmony Street, 2nd Floor, Danbury, CT 06810, is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 2019. The Lease contains, among other things, the following terms:

1. Description of Property. The Leased Premises are located on that certain real property described in Exhibit A hereto (the "Property").
2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date that Lessee exercises the Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for four (4) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms").

3. Quiet Enjoyment. Pursuant to the Lease, Lessee has the exclusive right to use the Leased Premises for telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users.

4. Subletting. Subject to the terms and conditions of the Lease, Lessee has the right, at any time during the term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of wireless communication services.

5. Ratification of Lease; Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

6. Limited Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of a sale, transfer, or other conveyance of LESSOR's interest in the Lease to any third party in the business of acquiring, owning, operating, managing or developing telecommunication sites or telecommunication site leases or any interest pertaining thereto; including, without limitation, the right to receive rent under the Lease. The Right of First Refusal contained in the Lease does not apply to any assignment, sale or transfer of (i) the Property or the Property Interest from LESSOR to (1) an heir, lineal descendant or other relative of LESSOR, or a spouse of such individual(s) or (2) a family trust and/or Will established for estate planning purposes for the benefit of LESSOR and their heirs, lineal descendants or other relatives, or their respective spouses, or (ii) LESSOR's entire fee simple interest in the Property to any prospective purchaser.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

MICHAEL J. BERGER AND SUZANNE J. BERGER
("LESSOR")

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

State of _____
County of _____

On _____, 2019, before me, the undersigned Notary Public, personally appeared Michael J. Berger and Suzanne J. Berger who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

HOMELAND TOWERS, LLC,
a New York limited liability company
("LESSEE")

By: _____

Name: _____

Title: _____

State of _____

County of _____

On _____, 2019, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

**EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE
AGREEMENT**

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATED IN THE TOWN OF SHERMAN, COUNTY OF FAIRFIELD, AND STATE OF CONNECTICUT, SHOWN AND DESIGNATED AS 19.787 ACRES ON A CERTAIN MAP ENTITLED, "MAP PREPARED FOR PEPPER PLATT JONES ROUTE 37 SHERMAN, CONNECTICUT SCALE 1" = 100' APRIL 10, 1991" WHICH MAP IS CERTIFIED SUBSTANTIALLY CORRECT AS AN A-2 SURVEY BY RICHARD W. DIBBLE LLS #8158, AND WHICH IS RECORDED IN THE SHERMAN LAND RECORDS AS MAP #1488.

TAX ID: MAP 51, LOT 28

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