

REDACTED
LAND LEASE AGREEMENT
CROMWELL NORTH 2

LAND LEASE AGREEMENT

This Agreement, made this 30th day of October, 2015 between Cromwell Concrete Products, Incorporated, a Connecticut corporation with its principal office located at 667 Main Street, Cromwell, CT 06416, hereinafter designated LESSOR and Cellco Partnership a Delaware general partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 667 Main Street, Cromwell, Middlesex County, Connecticut, and being described as a 90' by 100" parcel containing 9,000 square feet (the "Land Space"), together with the exclusive right (the "Access Easement"), subject to paragraph 17 hereof, for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Main Street, to the Land Space, to be installed by LESSEE, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Access Easement (hereinafter collectively referred to as the "Premises") being substantially as shown on Exhibit "A" attached hereto and made a part hereof. The Property includes a portion of 3 parcels shown on the Tax Map of the Town of Cromwell as Block 15, Lots 28c, 40, and 27A..

In the event any public utility is unable to use the Access Easement, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR has granted to LESSEE, *inter alia*, the right to survey the Property and the Premises pursuant to a certain Right of Entry Agreement dated April 15, 2015 ("Entry Agreement"), the terms and provisions of which are incorporated herein and made a part hereof. Said survey shall become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term ("Initial Term") shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined). The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits. In the event the date at which LESSEE is granted a building permit falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall

commence on the 1st day of the following month (either the "Commencement Date"). In no event shall the Commencement Date occur later than the date which is twelve months from the date of execution hereof ("Approval Termination Date"). From and after the Commencement Date, monthly rental payments shall commence and be due at a total annual rental ("Rent") of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to Lessor or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. LESSOR and LESSEE acknowledge and agree that initial Rental shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the Rent payments for January 1 and February 1 by February 1. Beginning on the first anniversary of the Commencement Date of the Initial Term, and each year thereafter, including through all Extension Terms, the Rent shall increase by [REDACTED] over the previous year's Rent.

Upon agreement of the Parties, LESSEE may pay Rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any Rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any Rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms ("Extension Terms") unless LESSEE terminates it at the end of the then current Term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current Term. The Initial Term and Extension Term(s) are collectively referred to as the "Term."

5. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property as the result of LESSEE's use of the Premises and/or attributable to the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the Rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Lessor reasonably demonstrates arises from or is attributable to the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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

6. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall install the Access Easement. In addition, a security fence consisting of chain link construction or similar but comparable construction together with privacy slats shall be placed around the perimeter of the Premises by LESSEE (not including the Access Easement). In addition, LESSEE shall provide and pay for landscaping of the perimeter of

the Land Space reasonably intended to help block the view of the Land Space and LESSEE's improvements, including the planting of arborvitaes or similar trees. All work and all improvements, equipment, antennas and conduits shall be at LESSEE's expense and, except as specifically set forth herein, their installation shall be at the discretion and option of LESSEE. All work shall be performed in a good and workmanlike manner. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term.

b. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSEE shall upon execution hereof use all reasonable efforts to obtain such Governmental Approvals, and LESSOR shall reasonably cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, through no fault or failure of LESSEE; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) LESSEE determines that any soil boring tests are unsatisfactory or, after the Initial Term: (v) LESSEE determines that the Premises is no longer technically compatible for its use; or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. In the event Lessee exercises its right to terminate in accordance with subparagraphs (v) or (vi) above, Lessee shall pay Lessor a termination fee equal to six (6) months rent. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. Further, in the event that LESSEE shall not have received all Governmental Approvals and the Commencement Date shall not have occurred on or before the Approval Termination Date, this Agreement shall terminate, unless the Parties agree to extend the Approval Termination Date and the consideration therefore in writing. Any payments hereunder paid prior to said termination dates shall be retained by LESSOR. Upon either of such terminations, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of Rent to LESSOR.

7. UTILITIES. LESSEE shall, at its sole cost and expense, arrange for utilities to the Premises.

8. MAINTENANCE; REPAIR. At all times during the Term, LESSEE shall, at LESSEE's sole cost and expense, undertake and complete all routine maintenance, repair and

replacement of its communications equipment, utilities and attendant equipment, the security fence around the perimeter of the Premises, and the Access Easement ("Communications Facility").. All such maintenance shall be performed promptly and in a good and workmanlike fashion, without diminishing the value of the Property. LESSEE shall perform all such maintenance after consultation with LESSOR at times and in a manner that minimizes disruption to the LESSOR's conduct of its business at the Property. LESSEE shall be responsible for plowing its Access Easement, and will utilize LESSOR for plowing services, as needed and only upon request from LESSEE, for the Access Easement from the street to the gate of the tower at the following rates:

| | | | |
|------------|---------|------------|-----------|
| 3" to 12" | of snow | ██████████ | per storm |
| 12" to 24" | of snow | ██████████ | per storm |
| 24" + | of snow | ██████████ | per storm |

Any increase to the above rates will be subject to approval from LESSEE. If unacceptable, and the parties cannot agree to a reasonable increase, LESSEE shall not be obligated to utilize LESSOR's services.

9. INDEMNIFICATION.

a. LESSEE agrees to indemnify and hold LESSOR, its owners, officers, directors, managers, employees, and agents, and the heirs, successors and assigns of each of them ("Indemnified Parties") harmless against any and all claims, liability, damage, or loss, and costs and expenses (including reasonable attorneys fees, costs and expenses) arising out of or related to the installation, use, maintenance, repair or removal of the Communications Facility, LESSEE's breach of any provision of this Agreement, or LESSOR's, including anyone acting by or through LESSEE, negligent act or omission, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

b. LESSOR agrees to indemnify and hold LESSEE and its owners, officers, directors, managers, employees, and agents, and the heirs, successors and assigns of each of them, harmless against any and all claims, liability, damage, or loss, and costs and expenses (including reasonable attorneys fees, costs and expenses) arising out of or related to LESSOR's breach of any provision of this Agreement or LESSOR's, including anyone acting by or through LESSOR, negligent act or omission, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSEE, or its employees, contractors or agents.

10. INSURANCE.

a. LESSEE will maintain at its own cost;

i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one

occurrence and \$500,000 for damage or destruction to property in any one occurrence

- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- b. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 26, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue and such issue is remedied within 60 days of notice by LESSOR to LESSEE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AND REQUIREMENTS AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement,

remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay Rent at 150% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

In addition to the foregoing Lessee shall execute and deliver to Lessor (a) a termination of the Memorandum of Lease referred to in Paragraph 24 hereof, in recordable form; and (b) such documentation as Lessor may require to extinguish the Access Easement, in recordable form. Upon expiration or termination of this Lease, Lessee shall pay Rent at 150% of the then existing monthly rate until such time as the foregoing requirements are met.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of the Term of this Agreement or the removal period set forth in Paragraph 13 herein upon earlier termination of this Agreement,, as the case may be. In the event LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then LESSEE shall pay [REDACTED] of the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE, as long as LESSEE is paying the Rent, complying with the provisions of this Agreement, and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

17. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above, other than a certain 10' Right of Way described in an instrument recorded in Volume 42, Page 85 of the Cromwell Land Records, which crosses the Access Easement, such that LESSEE's use of that portion of the Access Easement shall not be exclusive. LESSOR also represents that its rights to a portion of the Access Easement derive from that certain Lease Agreement between Lessor and Libera Real Estate Holdings, LLC, dated October 15, 2007, as amended ("Access Lease"). LESSOR represents that all consents required for LESSEE's use of the Access Easement have been obtained, and LESSOR shall insure that LESSEE establishes access rights directly from Libera Real Estate Holdings, LLC, prior to any termination of the Access Lease.

18). INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19) . GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

20) ASSIGNMENT. . This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to 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. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. In all instances, the assignee, or successor in interest to LESSEE's business or assets shall be subject to this Agreement and bound hereby, and provided such assignee has sufficient financial net worth to fulfill the obligations under the lease, such assignment, or other change or transfer shall relieve LESSEE of its obligations hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. For purposes hereof a sublease shall include a colocation agreement with another wireless telecommunication provider, and any other agreement

pursuant to which LESSEE derives revenue by reason of this Lease or the Communications Facility. In the event of a sublease, [REDACTED] of all revenue received by LESSEE (or any Affiliate) will be paid to LESSOR within 30 days or receipt of any such payments by LESSEE. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

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

LESSOR: Cromwell Concrete Products, Inc.
667 Main Street
Cromwell, CT 06416
Attention: Jason Libera, EVP

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

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

22) SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

23) SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property on terms reasonably satisfactory to LESSEE and the encumbering party ("Lender"). At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE and Lender (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. In return for such Non-Disturbance Agreement, LESSEE will execute a subordination and attornment agreement for Lender's benefit on terms reasonably satisfactory to LESSEE and the Lender..

24) RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or Rent payments.

25). DEFAULT.

a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have ten (10) days in which to cure any monetary breach (provided that LESSOR shall not be required to provide notice of monetary breach more than two times during each year of the Term) and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

26) REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party which remains uncured within the periods specified in Section 27, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located..

27) ENVIRONMENTAL.

(a). The Parties will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or

standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the other, with the LESSOR being responsible for activity formerly conducted on the Property.

(b) Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect; and b) any environmental conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental or industrial hygiene conditions are caused by the other.

(c) LESSOR and LESSEE agree that if any environmental issues arise during the LESSEE's environmental due diligence pursuant to and in accordance with the Entry Agreement that would require the LESSOR to undertake remediation, LESSOR shall have the right to terminate this Agreement if LESSOR determines in its sole discretion that the cost to undertake such remediation is not feasible.

28) CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

29) CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have

given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE shall not have the right to any portion of the award with respect to such condemnation, but may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

30) SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

31) APPLICABLE LAWS. During the Term, LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (collectively "Laws") relating to LESSEE's use of and within the Premises ; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

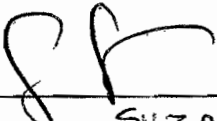
32) SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

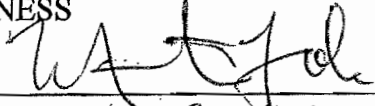
33) CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

34. APPROVAL OF PLANS. Prior to the initial installation only of LESSEE's equipment, LESSEE will provide LESSOR with construction plans ("Plans") to be reviewed and approved by the LESSOR prior to the commencement of construction. LESSOR's approval shall not be unreasonably withheld, conditioned or delayed. Failure of Lessor to object to said plans within fifteen (15) days from submission shall be deemed an approval. Lessor shall have right of plan approval for equipment modifications to the Premises, provided they do not expand the leased Premises.

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

LESSOR: Cromwell Concrete Products, Inc.





WITNESS SUZANNE SCIBILIA


MARTIN FORDE

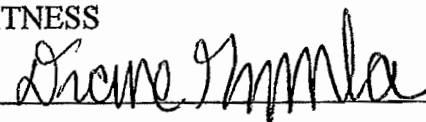
By: Raymond J. Libera
Its: PRESIDENT
Date: 7/6/15

LESSEE: Cellco Partnership d/b/a Verizon Wireless



By: 

David R. Heverling

WITNESS


Its: Area Vice President Network
Date: 10 30 15

Exhibit "A"

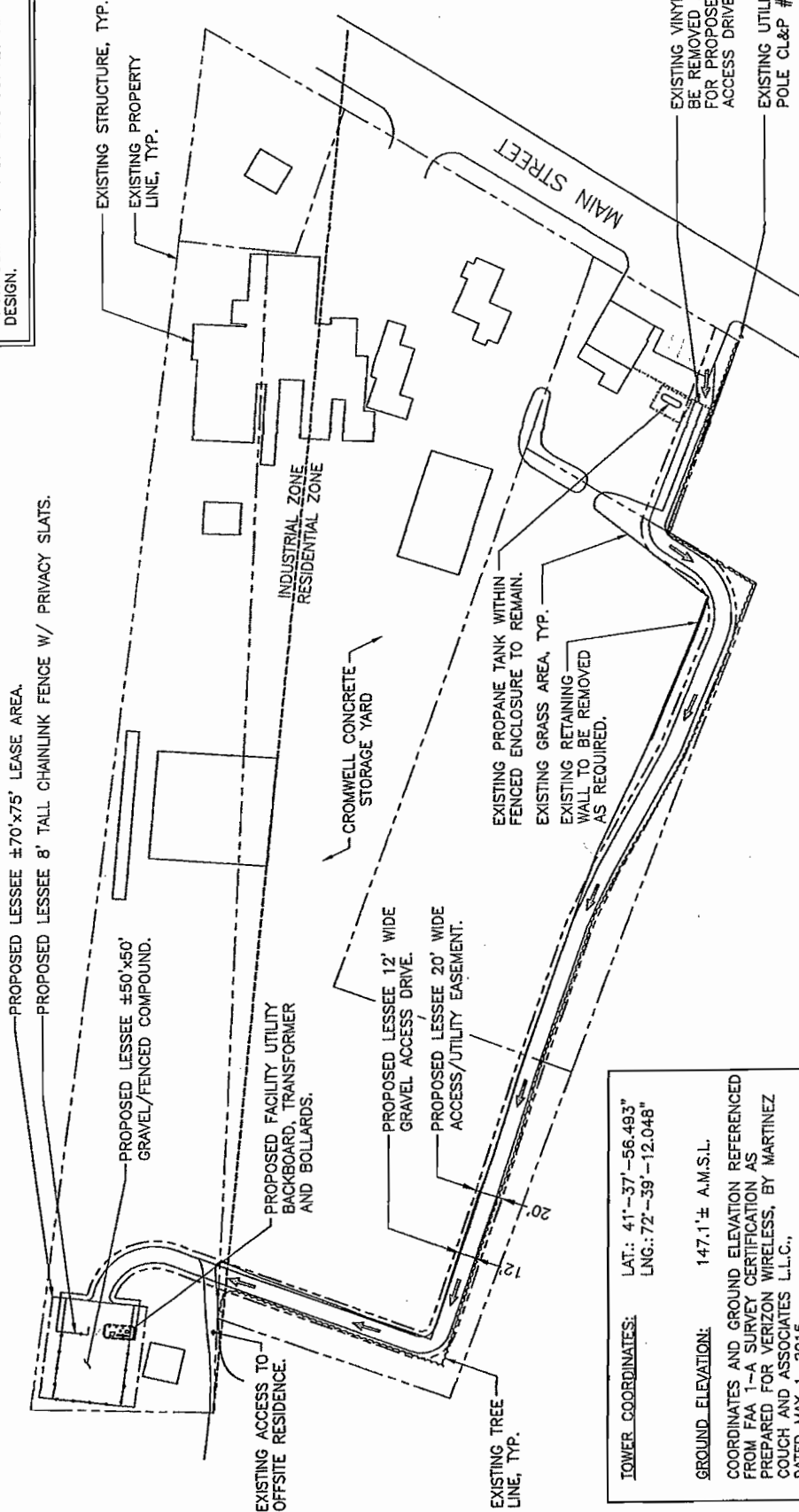
(Sketch of Premises within Property)

NOTES:

1. POWER & TELCO UTILITIES ARE PROPOSED TO BE ROUTED UNDERGROUND AND WITHIN THE PROPOSED UTILITY EASEMENT.
2. PROPOSED LESSEE EQUIPMENT SHELTER TO HOUSE A PROPANE FUELED EMERGENCY STANDBY POWER GENERATOR.
3. PROPOSED LESSEE 120' TALL MONOPOLE TOWER TO BE LOCATED WITHIN THE PROPOSED LEASE AREA.

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



TOWER COORDINATES: LAT.: 41°-37'-56.493"
 LNG.: 72°-39'-12.048"

GROUND ELEVATION: 147.1' ± A.M.S.L.

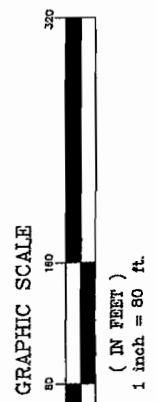
COORDINATES AND GROUND ELEVATION REFERENCED FROM FAA 1-A SURVEY CERTIFICATION AS PREPARED FOR VERIZON WIRELESS, BY MARTINEZ COUCH AND ASSOCIATES L.L.C., DATED MAY 1, 2015.

1

SITE PLAN

SCALE: 1" = 80'

APPROXIMATE NORTH



SYMBOLS LEGEND

ROUTE OF PROPOSED LESSEE SITE ACCESS

| REV. | DATE | BY | DESCRIPTION |
|------|----------|-----|----------------------------|
| 1 | 02/19/15 | JAS | ISSUED FOR CLIENT REVIEW |
| 2 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |
| 3 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |
| 4 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |
| 5 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |
| 6 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |
| 7 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |
| 8 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |
| 9 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |
| 10 | 02/19/15 | JAS | ISSUED FOR PROPOSEE REVIEW |

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42 North Bromfield Road, Branford, CT 06410

Coloco Partnership d/b/a Verizon Wireless

CROMWELL NORTH 2

667 MAIN STREET
 CROMWELL, CT 06416

DATE: 02/19/15
 SCALE: AS SHOWN
 SHEET NO.: 15011003

SHEET NO. **L-1**