

**SITE NO.:** CT898  
**SITE NAME:** Ridgefield 2  
**LESSOR:** Town of Ridgefield

### **OPTION AND GROUND LEASE AGREEMENT**

THIS OPTION AND GROUND LEASE AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”) by and between **TOWN OF RIDGEFIELD**, a municipal corporation of the State of Connecticut (“LESSOR”) and **HOMELAND TOWERS, LLC**, a New York limited liability company, (“LESSEE”). LESSOR and LESSEE are individually referred to herein as a “Party” and collectively as the “Parties.”

#### **Recitals**

- A. WHEREAS, LESSOR is the owner of certain real property located at 7 DLHY CT, Ridgefield, Fairfield County, State of Connecticut bearing Tax Parcel ID C04-0001, 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(s) 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 tower(s), 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 Five Thousand and 00/100 Dollars (\$5,000.00) (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 eighteen (18) months, commencing upon the date of mutual execution of this Agreement and ending eighteen (18) months from such date (the “Initial Option Period”). Provided that LESSEE has applied for all Governmental Approvals (as defined in Section 3(b) of this Agreement) required for the Telecommunications Facilities, LESSEE shall have the right to extend the Option for one (1) additional eighteen (18) month period (the “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 Five Thousand and 00/100 Dollars (\$5,000.00) (the “Additional Option Fee”). As used herein, “Option Period” means the Initial Option Period and, if and to the extent applicable, the Extension Period.

(b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing provided that LESSEE is not then in default hereunder.

(c) The provisions of Sections 3(b) and 3(c) 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.

**2. Premises.** Subject to the following terms and conditions, upon exercise of the Option by LESSEE in accordance with the terms hereof, LESSOR shall lease to LESSEE and LESSEE shall lease 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 easements for access, egress and utilities, as generally described in this Agreement (the “Leased Premises”) and depicted on the site plan/drawing attached hereto and incorporated herein as **Exhibit “B”** (the “Site Plan”). The Leased Premises is comprised of approximately Two Thousand, Four Hundred, Ninety-Two (2,492) square feet of ground space. If, as a result of the conditions placed upon the issuance of the Governmental Approvals (as defined in Section 3(b) below) required for the construction and/or operation of the Telecommunications Facilities, it is necessary to materially modify the dimension and/or location of the Leased Premises and/or the configuration of the Site Plan (the “Leased Premises/Site Plan Changes”), LESSEE shall promptly so notify LESSOR in writing and the

Parties will negotiate in good faith to enter into a mutually acceptable amendment to this Agreement to reflect the Leased Premises/Site Plan Changes and such changes to other term(s) of this Agreement as may be agreed upon by the Parties in their commercially-reasonably discretion exercised in good faith.

**3. Permitted Use.** (a) The Leased Premises may be used by LESSEE solely for the construction, operation, maintenance, repair and/or replacement of related facilities, towers, 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 expense, obtain 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 use of the Property and Leased Premises; (iii) appointing LESSEE as its agent for all conditional use permit and variance applications, including executing any documents or applications reasonably necessary thereto; and (iv) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's use of the Property. In addition, during the Option Period and, if applicable, the Term, LESSOR shall take no action that would adversely affect LESSEE's ability to use the Leased Premises for the Permitted Use.

(c) LESSEE shall perform, at LESSEE's 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 "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense for reasonable out-of-pocket costs actually incurred by LESSOR, with respect to the Investigations by: (i) granting LESSEE a license to enter the Property and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations; including, but not limited to, the execution and delivery of an owner's affidavit of title and related documents reasonably satisfactory to LESSEE's title insurer.

(d) In addition to the provisions of Section 10 below, prior to LESSEE's exercise of the Option, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

**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"). Provided that it is not then in default under this Agreement 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. As used herein, "Term" means the Initial Term and any applicable Renewal Term(s).

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is four (4) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such four (4) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

**5. Rent.** (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly "Rent" an amount equal to (1) Two Thousand and 00/100 Dollars (\$2,000.00) (the "Minimum Rent") or (2) Twenty-Five Percent (25 %) of Gross Income (as defined below) derived by LESSEE from its Customers using the Telecommunications Facilities on the Leased Premises (the "Percentage Rent"), whichever is greater. 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: Town of Ridgefield, 400 Main Street, Ridgefield, Connecticut 06877. As used herein, "Rent Commencement Date" means the earlier of (i) the six (6) months after the Commencement Date, and (ii) the date on which LESSEE completes construction at the Leased Premises.

(b) Commencing on the first anniversary of the Rent Commencement Date of this Agreement and continuing on each successive anniversary of the Rent Commencement Date throughout the Term, the then current Minimum Rent payable by LESSEE to the LESSOR shall be increased by an amount equal to two and one-half percent (2.5%) over the Minimum Rent payable by LESSEE to the LESSOR for the preceding twelve (12) month period.

(c) As used herein, "Gross Income" means the income actually received by LESSEE from the Customers using the Telecommunications Facilities during the applicable month 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 Customers are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Customers; (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 Customers 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 the month, the Percentage Rent due hereunder shall be prorated. All Percentage Rent payments shall be payable as set forth in Section 5(a).

(d) Effective on each anniversary of the Rent Commencement Date, LESSEE shall provide LESSOR a statement ("the Annual Statement") of LESSEE's Gross Income during the applicable prior calendar year period (or portion thereof). Such statement will be accompanied by the certification of LESSEE's Controller (or his/her designee) confirming that the statement and the Percentage Rent payments were calculated in accordance with this Section 5. Notwithstanding the preceding sentence, in the event that the Agreement expires or is terminated prior to the Rent Commencement Date, LESSEE shall remit a statement and certification referenced in the preceding sentence, to LESSOR not later than 90 days after the date of expiration or termination. If any Annual Statement reveals any deficiencies in the Rent required to be paid by LESSEE for the calendar year period applicable to such Annual Statement, LESSEE shall promptly pay such deficiency to LESSOR upon demand.

**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 materially 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 as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that materially interferes with the operations of LESSEE. Any material interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon 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 within the Leased Premises in accordance with 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 to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof, and LESSOR shall have the right to require LESSEE to remove the same (including the tower foundation up to two (2) feet below grade level per industry standards) at the expiration or earlier termination hereof and to restore the Leased Premises to the condition in which it existed prior to the Term hereof reasonable wear and tear excepted, in which case LESSEE shall continue to be obligated to pay Rent hereunder until such removal and restoration is completed.

(b) The Telecommunication Facilities shall be initially configured as generally set forth in the Site Plan. LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities.

(d) LESSEE shall not cause or permit any lien to attach to the Property or any portion thereof. If any lien is filed purporting to be for labor or materials furnished or to be furnished at the request of LESSEE, then LESSEE shall undertake all actions necessary to discharge such lien by payment, satisfaction or posting of bond within sixty (60) days of receipt of notice of the same from LESSOR.

(d) LESSEE shall allow LESSOR, with no rent, license, or other use fee to be paid by LESSOR, to locate certain emergency services equipment to be agreed upon by the Parties on the Telecommunications Facilities at the very top of the tower subject to the terms of a Communications License Agreement to be entered into by the Parties.

**8. Access.** (a) 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 portion of the Property shown and designated on Exhibit B attached hereto as “EXISTING ACCESS ROAD AND PARKING TO BE USED BY HOMELAND TOWERS” (the “Existing Access Area”) 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 (the “Access Rights”). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, 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.

(b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Telecommunications Facilities are being constructed, LESSOR grants to LESSEE and its Customers the right to use such portions of the Property as are reasonably required for the construction and installation of the Telecommunications Facilities, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property as are reasonably necessary for the storage of construction materials and equipment.

**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). LESSEE shall be solely responsible, at LESSEE’s sole cost and expense, for the cost of all utilities consumed by LESSEE at the Leased Premises. LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, 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 Existing Access Area as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities; provided that the location of any such utilities shall be subject to the LESSOR’s prior approval, not to be unreasonably withheld, conditioned or delayed. 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.

**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 six (6) months, and further provided that the cure period for any monetary default shall be ten business (10) days from the defaulting party’s receipt of the other party’s written notice of payment delinquency; (ii) by LESSEE, upon ninety (90) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE’s opinion and due to no fault of LESSEE, 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 ninety (90) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE’s sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) 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. In the event of a termination by LESSEE pursuant to clause (iv) of the preceding sentence, LESSEE’s notice of termination shall be accompanied by an early termination fee equal to one (1) year of the then-applicable Rent.

(b) 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 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 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. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

**12. Indemnification.** Subject to the provisions of Section 14 below, 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, and liabilities (collectively, "Claims") resulting from LESSEE's breach of this Agreement and/or the negligence or willful misconduct of LESSEE and LESSEE's agents, Customers and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSEE Parties") occurring in or about the Premises or the Property.

**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 entity's 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 Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law(s). LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also 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 Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: \$1,000,000.00 for injury to any one (1) person, \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence, and \$2,000,000.00 in the aggregate; and (ii) Property Damage: replacement cost for all of LESSEE's equipment located at the Leased Premises (collectively, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR's written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR's request.

(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(b) shall survive the expiration or earlier termination of this Agreement.

**15. Taxes.** LESSEE shall be responsible for any and all personal property taxes, assessments, and similar charges attributable to the Telecommunications Facilities and other property owned by LESSEE located at the Leased Premises *provided, however*, that LESSEE shall not be responsible for real or personal property taxes, assessments and similar charges assessed against the Property and/or LESSOR's property thereon.

**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, except those of record as of the date of this Agreement; (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, (iv) LESSOR has obtained any and all consents from third parties or governmental authorities necessary for the execution of this Agreement and (v) 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.

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that LESSOR shall not itself operate wireless telecommunications facilities on the Property, or any portion thereof, nor will LESSOR grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

**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 St., 2<sup>nd</sup> Floor  
Danbury, CT 06810  
Telephone: (203) 297-6445

With a copy to:  
Roni D. Jackson, Esq.  
Infra Holdings, LLC  
1800 Diagonal Road, Suite 600  
Alexandria, VA 22314  
Telephone: (571) 366-1720

If to LESSOR, to:  
Town of Ridgefield  
400 Main Street  
Ridgefield, CT 06877  
Attn: Rudy Marconi, First Selectman  
Telephone: (203) 431-2774

With a copy to:

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, LESSOR agrees, upon not less than thirty (30) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the "Lessor Estoppel") certifying that as of the date of the certification to the best of LESSOR's knowledge: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the Lessor Estoppel.

(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, provided that all such subleases and/or licenses shall be subject and subordinate to the terms of this Agreement.

(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 for a period of sixty (60) days 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 notice and cure period(s) (an "Uncured LESSEE Default"). In this regard, LESSEE agrees to notify LESSOR in writing from time to time during the Term of the names and notice addresses of LESSEE's lenders. 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, whether in whole or in part, to its affiliate, Infra Towers, LLC ("Infra"), any other affiliate or subsidiary of LESSEE or Infra, or to any person or entity that purchases all or substantially all of the assets of LESSEE whether by sale, merger, or other reorganization. Any other assignment of this Agreement by LESSEE shall require the written consent of LESSOR, which consent will not be unreasonably withheld, conditioned, or delayed (each, a "Permitted Assignment"). Upon notification to LESSOR of such Permitted Assignment, LESSEE shall be relieved of all future performance, liabilities and obligations under this Agreement. 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.

**20. Restriction on Conveyance of Agreement.** LESSOR agrees that it will not, and is hereby prohibited from, conveying, assigning, or otherwise transferring its rights and/or obligations under this Agreement to the extent that such conveyance is separate and apart from LESSOR's conveyance of all of its right, title, and interest in and to the Property.

**21. Miscellaneous.** (a) This Agreement, including Exhibits A-D hereto which are hereby 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) LESSOR shall, not later than thirty (30) days following the Effective Date hereof, 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, (ii) current certificates of good standing and incumbency, (iii) a duly-executed and authorized resolution authorizing the transactions contemplated hereby, and (iv) a document evidencing, to LESSEE's commercially-reasonable satisfaction, the signature authority of the LESSOR representative who executed this Agreement on LESSOR's behalf.

(c) Concurrently with the execution of this Agreement, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as **Exhibit "C"** (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 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 Premises are 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 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) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]



IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

**TOWN OF RIDGEFIELD**  
**a municipal corporation of the State of Connecticut**  
**(“LESSOR”)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HOMELAND TOWERS, LLC.**  
**a New York limited liability company**  
**(“LESSEE”)**

By: \_\_\_\_\_

Manuel J. Vicente  
President

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

**LEGAL DESCRIPTION OF PROPERTY**

7 DLHY CT,  
Ridgefield, State of Connecticut  
Fairfield County  
Tax Parcel ID C04-0001

Legal description:

THAT CERTAIN PIECE, OR PARCEL OF PROPERTY SITUATED IN THE RIDGEBURY DISTRICT OF THE TOWN OF RIDGEFIELD, COUNTY OF FAIRFIELD AND STATE OF CONNECTICUT ON THE WESTERLY SIDE OF RIDGEBURY ROAD SHOWN AND DESCRIBED ON A CERTAIN MAP ENTITLED, "MAP PREPARED FOR ELIZABETH C. DUBOIS, RIDGEFIELD, CONNECTICUT, TOTAL AREA = 51.109 ACRES R-AA RESIDENCE ZONE" CERTIFIED "SUBSTANTIALLY CORRECT: HENRICIS' SEPTEMBER 6, 1966.

SAID PREMISES ARE BOUNDED:

NORTHERLY BY LAND OF JOSEPH DLHY; EASTERLY BY RIDGEBURY ROAD AND LAND OF MARGARET B. CRAIG, EACH IN PART; SOUTHERLY BY LAND OF MARGARET B. CRAIG AND LAND OF BERNARD LEIGHTON ET AL, EACH IN PART; AND WESTERLY BY LAND OF BERNARD LEIGHTON ET AL, AND THE NEW YORK-CONNECTICUT STATE LINE, EACH IN PART.

TAX I.D. NUMBER: C04-0001

BEING THE SAME PROPERTY CONVEYED TO TOWN OF RIDGEFIELD, A MUNICIPAL CORPORATION, GRANTEE, FROM HANS PETER KRAUS AND HANNI KRAUS, GRANTOR, BY DEED RECORDED 08/01/1969, AS BOOK 141, PAGE 343 OF THE RIDGEFIELD TOWN CLERK RECORDS.

**EXHIBIT “B” TO OPTION AND GROUND LEASE AGREEMENT**  
**DEPICTION/DESCRIPTION/SITE PLAN OF LEASED PREMISES<sup>1</sup>**

The Leased Premises includes ground space, measuring approximately 2,492 square feet.

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<sup>1</sup> 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”) and an as-built site plan (the “As-Built Site Plan”). Effective on the date of LESSEE’s delivery of the Leased Premises Legal Description/As-Built Site Plan to LESSOR, such Legal Description/As-Built Site Plan shall replace the text of this Exhibit.

**EXHIBIT “C” TO OPTION AND GROUND LEASE AGREEMENT  
MEMORANDUM OF LEASE**

[SEE ATTACHED.]

**Prepared/Recording Requested By:**

Homeland Towers, LLC  
9 Harmony Street, 2<sup>nd</sup> Floor  
Danbury, CT 06810

**Record and Return to:**

Old Republic Title  
Attn: Post Closing  
530 South Main Street, Suite 1031  
Akron, Ohio 44311  
Commitment No. \_\_\_\_\_

**Tax ID/Parcel No.:** C04-0001

*(space above for Recorder's use only)*

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**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 \_\_\_\_\_, 2023 by and between TOWN OF RIDGEFIELD, a municipal corporation of the State of Connecticut ("Lessor") and HOMELAND TOWERS, LLC, a New York limited liability company ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of \_\_\_\_\_, 2023. 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"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."
3. Quiet Enjoyment. Pursuant to the Lease, Lessee has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, Pursuant to the Lease, Lessor shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that

is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

4. Subletting. 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 communication services.

5. Restriction on Conveyance of Lease. LESSOR agrees that it will not, and is hereby prohibited from, conveying, assigning, or otherwise transferring its rights and/or obligations under this Lease to the extent that such conveyance is separate and apart from LESSOR's conveyance of all of its right, title, and interest in and to the Property.

6. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of two (2) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such two (2) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.

7. 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.

[SIGNATURE PAGES FOLLOW]

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

TOWN OF RIDGEFIELD  
a municipal corporation of the State of Connecticut  
("LESSOR")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ of \_\_\_\_\_ 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.: \_\_\_\_\_

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: \_\_\_\_\_  
Manuel J. Vicente  
President

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 202\_, 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.

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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**

7 DLHY CT,  
Ridgefield, State of Connecticut  
Fairfield County  
Tax Parcel ID C04-0001

Legal description:

THAT CERTAIN PIECE, OR PARCEL OF PROPERTY SITUATED IN THE RIDGEBURY DISTRICT OF THE TOWN OF RIDGEFIELD, COUNTY OF FAIRFIELD AND STATE OF CONNECTICUT ON THE WESTERLY SIDE OF RIDGEBURY ROAD SHOWN AND DESCRIBED ON A CERTAIN MAP ENTITLED, "MAP PREPARED FOR ELIZABETH C. DUBOIS, RIDGEFIELD, CONNECTICUT, TOTAL AREA = 51.109 ACRES R-AA RESIDENCE ZONE" CERTIFIED "SUBSTANTIALLY CORRECT: HENRICIS' SEPTEMBER 6, 1966.

SAID PREMISES ARE BOUNDED:

NORTHERLY BY LAND OF JOSEPH DLHY; EASTERLY BY RIDGEBURY ROAD AND LAND OF MARGARET B. CRAIG, EACH IN PART; SOUTHERLY BY LAND OF MARGARET B. CRAIG AND LAND OF BERNARD LEIGHTON ET AL, EACH IN PART; AND WESTERLY BY LAND OF BERNARD LEIGHTON ET AL, AND THE NEW YORK-CONNECTICUT STATE LINE, EACH IN PART.

TAX I.D. NUMBER: C04-0001

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