

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between **Town of Chester**, a _____(type of entity), whose address is 1786 Kings Highway, Chester, NY 10918 ("Owner") and **ARX Wireless Infrastructure, LLC** a Delaware limited liability company, 110 Washington Ave North Haven, CT 06473 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

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

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:
 - a) Real property comprised of approximately Five Thousand Six Hundred and Twenty-Five (5,626) square feet of land
 - b) Non – exclusive easement required to run utility lines and cables
 - c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

IN OR UPON THE Owner's real property ("Owner's Property") located on _____, in the town of Chester, Orange County, New York, which Owner's Property is more particularly described on **Exhibit "A"** and the Premises which are more particularly described on **Exhibit "B"** both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (the "Option Money"), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

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

OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the "Option Period"). At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement at the same rate as set forth hereinabove. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") that Tenant begins construction of the communications facility (as such term is defined in Paragraph 5 below) and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless

otherwise terminated as provided in Paragraph 12. Tenant shall have the right to extend the Term for six (6) successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **RENT.** Tenant shall pay to Owner an annual lease fee of TENTY-FOUR THOUSAND DOLLARS ("Rent") in monthly payments of (\$2,000.00) on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by two Percent (2%) on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

(b) Additionally, in addition to the foregoing, Tenant shall pay to Owner, in arrears, commencing with the second (2nd) subtenant on the tower and each subtenant thereafter, Twenty-Five percent (25%) of the gross revenue collected and received by Tenant from the second subtenant and from each subsequent subtenant ("Revenue Share"). Commencing on the month following the receipt of the first rent payment from such a subtenant to Tenant, Tenant shall deliver to Owner written notice of commencement of such rent to be paid to Owner. Owner shall have the right to request an updated report on the calculation of Rent and Revenue Share at any time, but not to exceed more than twice in a calendar year. Tenant's Revenue Share payment to Owner shall be due the following month after receipt of same. At all times, Tenant shall be entitled to have one (1) subtenant located on the Premises/tower without any applicable Revenue Share. Monies collected by Tenant from subtenants for utility installation and fees, structural upgrades to the tower, or other reimbursable costs and expenses and actual pass-through costs shall be excluded for purposes of calculating the Revenue Share. Revenue Share for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Revenue Share for any subtenant shall terminate upon the cancellation or termination of the subtenant's sublease. Tenant shall provide notice to Owner upon any such cancellation with an updated calculation of the Rent and Revenue Share following such cancellation or termination.

c) Additionally, upon the Commencement Date, Tenant shall pay owner a lump sum of twenty thousand dollars (\$20,000) for the exclusive use of the Premises.

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty-four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use,

utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.
7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, without Owner consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

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

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) (for such subsequent Leasehold Lender(s) at the address as Tenant or Leasehold Lender shall affirmatively inform Owner by written notice hereof) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time.

3. **Notice and Curative Rights.** If Tenant defaults on any monetary obligations under this Agreement, then Owner shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender receipt of written notice of such default. For non-monetary defaults, Owner will not terminate this Agreement for so long as Leasehold Lender is diligently pursuing a cure of the default and if curing such non-monetary default requires possession of the Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

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

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

7. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided above or in a later writing for subsequent Leasehold Lender(s) to Owner by Tenant from time to time and as may be amended from time to time by written notice to Owner from Tenant.

8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Owner's Property and/or the Premises without the prior written consent of Tenant. Upon Tenant's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.
9. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense.
10. **REMOVAL OF COMMUNICATIONS FACILITY.** Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers, buildings, and electrical and telephone conduit or lines shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.
11. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of One Million Dollars (\$1,000,000).
12. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
13. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 14 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.
14. **INDEMNITY.** Owner hereby agrees to indemnify Tenant against, and hold Tenant harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by Owner; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by Owner and/or anyone having access to the Premises and/or the balance of the Owner's Property through Owner. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the Tenant and shall survive the termination of this Agreement.

15. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.
16. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
- (b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.
17. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
18. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.
19. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.

20. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:

(a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);

(b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;

(c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;

(d) the term of this Agreement and the Rent then in effect and any additional charges;

(e) the date through which Tenant has paid the Rent;

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

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

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

21. **RIGHT OF FIRST REFUSAL.** If at any time during the Term of this Agreement, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement, or (b) to purchase the Premises or Owner's Property (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 10), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 10, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Owner Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

22. MISCELLANEOUS

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

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

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

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

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

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

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement in the form of Exhibit C attached hereto ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant: ARX Wireless Infrastructure, LLC
110 Washington Ave
North Haven, CT 06473

For Owner: Town of Chester
1786 Kings Highway
Chester, NY 10918

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

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

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

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

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

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the _____ day of _____, 2021.

OWNER:

Town of Chester

By: _____
Print Name: _____
Title: _____
Date: _____

Witnesses for Owner:

By: _____
Print Name: _____

By: _____
Print Name: _____

TENANT:

ARX Wireless Infrastructure, LLC

By: _____
Name: Keith Coppins
Its: Managing Director
Date: _____

Witnesses for Tenant:

By: _____
Print Name: _____

By: _____
Print Name: _____

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

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

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

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

SITE SKETCH:

APPROVED Owner: _____ **(Initial)**
APPROVED Tenant: _____ **(Initial)**

Notes:

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

EXHIBIT "C" TO LAND LEASE AGREEMENT

FORM-OF MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made this ____ day of _____, by and between _____, a _____ company ("Owner"), whose address is _____, _____, CT _____, and **ARX Wireless Infrastructure, LLC**, a Delaware limited liability company ("Tenant"), whose office address is 110 Washington Ave North Haven, CT 06473

BACKGROUND

WHEREAS, Owner is owner of a certain parcel of land as more fully described on **Exhibit "A"** attached hereto (the "Owner's Property"); and

WHEREAS, Owner and Tenant are parties to that certain Site Lease Agreement dated _____, and any amendments thereto (collectively the "Agreement"), which Agreement pertains to certain land to which Owner has granted and Tenant has accepted a real property interest in and to and which is a portion of the Property. The location of said portion of property is more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference, and includes a temporary, non-exclusive easement to access the Premises and for the installation and maintenance of utilities, over the Property (collectively, hereinafter the "Premises"); and

WHEREAS, the parties desire to establish record notice of the existence of the Agreement and the status of the rights and interests thereunder through the recording of this Memorandum in the public records.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Tenant hereby state and agree as follows:

1. The Background recitals hereinabove are true and correct and are incorporated herein by this reference. The intent of this Memorandum is to provide notice of the Agreement and does not modify the terms of the Agreement and the Agreement shall control in the event of any conflict between the terms thereof and this Memorandum. A copy of the Agreement may be found at the office of Owner and/or Tenant.

2. The Agreement provides for an initial term of five (5) years, commencing on the "Commencement Date" as set forth therein with nine (9) automatic renewal options of an additional five (5) years each. The automatic renewal options are cancelable at Tenant's discretion and subject to Tenant not being in default of any of Tenant's obligations under the Agreement beyond any applicable notice and cure periods. Owner agrees that Tenant may file and record an addendum or correction to this Memorandum, at Tenant's discretion, with the sole purpose of setting forth with particularity the "Commencement Date" under the Agreement.

3. The Agreement also provides for Tenant's right (in all instances subject to the terms and conditions of the Agreement) to (i) utilize the Premises to construct, install, remove, replace, operate and maintain a communications facility, including, but not limited to, associated equipment, shelters, buildings, antenna arrays, dishes, cables, wires, temporary cell site, electronics equipment, generators and other accessories; (ii) lease or sublease portions of the Premises to third parties for such purposes; and (iii) use the easements for access and utilities.

4. The Agreement includes a Right of First Refusal in favor of Tenant during the term of the Agreement.

5. The parties consent to the recording of this Memorandum, at Tenant's sole cost and expense, in the public records of the county in which the Property is situated and agree that this Memorandum shall be executed in recordable form.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Land Lease Agreement as of the date first written above.

*Remainder of Page Intentionally Blank
Signature Pages to Follow*

OWNER SIGNATURE PAGE

<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>SIGNATURE</p> <p>_____</p> <p>NAME LEGIBLY PRINTED, TYPEWRITTEN OR STAMPED</p> <p>_____</p> <p>SIGNATURE</p> <p>_____</p> <p>NAME LEGIBLY PRINTED, TYPEWRITTEN OR STAMPED</p> <p>As to Owner</p>	<p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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STATE OF)
COUNTY OF) SS: _____

On this the ____ day of _____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

TENANT SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s), has duly executed, acknowledged and delivered this instrument as its true act and deed.

Signed, sealed and delivered in the presence of: <hr/> SIGNATURE <hr/> NAME LEGIBLY PRINTED, TYPEWRITTEN OR STAMPED <hr/> SIGNATURE <hr/> NAME LEGIBLY PRINTED, TYPEWRITTEN OR STAMPED As to Tenant	ARX WIRELESS INFRASTRUCTURE, LLC By: _____ Name: Keith Coppins Title: Managing Director
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STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss: _____

On this the ____ day of _____, _____, before me, _____, the undersigned officer, personally appeared Keith Coppins, who acknowledged himself to be the Managing Director of ARX Wireless Infrastructure, LLC, a _____ managed limited liability company, and that he, as such Managing Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Managing Director.

In witness whereof I hereunto set my hand.

Notary Public
My Commission Expires:

Site #:
Site Name:

Exhibit "A"

Property

Site #:
Site Name:

Exhibit "B"

Premises

LEASE AREA:

ACCESS EASEMENT

UTILITY EASEMENT

SURVEY

Site #:

Site Name: