

SITE NO.: NY161
SITE NAME: Tallman
LESSOR: Village of Montebello
~~LEASE NO.:~~ _____

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 202_ (the "Effective Date") by and between the Village of Montebello, a New York municipal corporation ("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 350 Haverstraw Rd, Village of Montebello, Rockland County, State of New York bearing Tax Parcel ID 48.10-1-7 & 48.10-1-8, 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, cabinets/sheds and tower for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes a tower, equipment shelter(s)/cabinet(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 non-refundable payment of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (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 twenty-four months, commencing upon the date of mutual execution of this Agreement and ending twenty-four (24) months from such date (the "Initial Option Period"). Provided that LESSEE has commenced the process to obtain the Governmental Approvals referenced in Section 3(b), LESSEE shall have the right to extend the Option for one (1) additional twelve (12) 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 a non-refundable, additional payment of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) (the "Additional Option Fee"). As used herein, "Option Period" means the Initial Option Period and, if 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.

(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, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and maintenance of LESSEE's Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement (the "Leased Premises") and depicted and limited to that shown on the site plan/drawing attached hereto and incorporated herein as Exhibit "B" (the "Site Plan"). The Leased Premises is comprised of approximately Three Thousand (3,000) square feet of ground space exclusive of the Access Rights referenced in Section 8. 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

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 promptly execute an amendment to this Agreement to reflect the Leased Premises/Site Plan Changes provided, however, that the Leased Premises/Site Plan Changes will not substantially alter the location of the Leased Premises or materially increase the square footage of the Leased Premises.

3. Permitted Use. (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, tower, cabinets/sheds, 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 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; (iv) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3. Notwithstanding the foregoing, the Parties understand and agree that LESSOR is a governmental entity with authority to govern zoning and site plan approval for projects within its boundaries.

(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 construction of the Telecommunications Facilities, 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. In the event that LESSEE terminates this Agreement on the basis of the Investigations, LESSEE shall provide a courtesy copy of the same to LESSOR at no cost to LESSOR. Notwithstanding the foregoing and as stated in Section 1(a), neither the Option Fee nor, if applicable, the Additional Option Fee will be refunded to LESSEE.

4. Term. (a) The initial term of this Agreement ("Initial Term") shall be five (5) years, commencing on the date of LESSEE's exercise of the Option (the "Commencement Date"). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for seven (7) 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 ninety (90) 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 six (6) 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 six (6) 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 Two Thousand and 00/100 Dollars (\$2,000.00) (the "Minimum Rent") or Thirty Five Percent (35%) 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: One Montebello Road, Montebello, NY 10901. 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 (1st) day of the first Renewal Term (if any), the Minimum Rent due hereunder shall be increased by an amount equal to ten percent (10%) over the Minimum Rent applicable during the Initial Term. On the first day of each follow-on Renewal Term thereafter (if any), the Minimum Rent due hereunder shall be increased by an amount equal to ten percent (10%) of the Minimum Rent applicable during the immediately preceding Renewal Term.

(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 Commencement Date, LESSEE shall provide LESSOR a statement ("the Annual Statement") of LESSEE's Gross Income during the applicable 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 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. Not more than once per year during the Term of this Agreement, LESSOR shall have the right to inspect the relevant books and records of LESSEE at LESSEE's office during LESSEE's regular business records to confirm that the Percentage Rent for the preceding lease year (or partial year in the event of an expiration or termination of the Agreement) has been paid in accordance with the terms of this Section 5.

(e) One-Time Fee. Subject to the full and complete satisfaction of the One-Time Fee Payment Conditions as defined in this paragraph, LESSEE agrees to pay a one-time fee to LESSOR in the amount of One Hundred Twenty Thousand and 00/100 Dollars (~~\$20100,000.00~~) (the "One-Time Fee"). As used herein the "One-Time Fee Payment Conditions" means that all of the following have occurred: (1) LESSEE shall have completed the Investigations (as defined in Section 3(c) above) and have determined, in its sole discretion, that the Property is suitable for the Telecommunications Facilities; (2) all Governmental Approvals (as defined in Section 3(b) required for the construction, operation and maintenance of the Telecommunications Facilities including, without limitation, the Build Permit) shall have been issued to LESSEE; (3) LESSEE shall have received all authorizations required for tree removal necessary in conjunction with the construction of the Telecommunications Facilities in sufficient time so as to enable LESSEE to complete such tree removal not later than March 31, 2026 in accordance with rules and regulations promulgated under the National Environmental Policy Act; and (4) LESSEE shall have executed a sublease/license/use agreement with at least one (1) wireless broadband carrier on terms acceptable to LESSEE and such carrier. If applicable, LESSEE will notify LESSOR in writing promptly following the satisfaction of the One-Time Fee Payment Conditions, and payment of the One-Time Fee will, if applicable, be made to LESSOR within-not later than forty-five (45) days following the ~~Rent Commencement Date~~date of such satisfaction.

6. Interference. Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSEE's initial use thereof 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 interferes with the operations of LESSEE. The parties agree that any use by LESSOR of the Property for governmental purposes, including but not limited to Court, Board and Commission meetings, shall not be considered interference in accordance with this Section. Any 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. 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, but not the obligation, to remove any or all of the same during the Term of this Agreement .

(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, provided that: (i) any such relocation is within the Leased Premises, (ii) the Tower remains in its original location, (iii) the changes do not have a material, negative impact on the appearance of the Telecommunications Facilities, and (iv) the requisite Governmental Approval(s) shall be obtained for any change that requires same.

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

(d) Upon the expiration or earlier termination of this Agreement, LESSEE, at its sole cost and expense, agrees to remove the Telecommunications Facilities, which removal obligations include the removal of the Tower foundation up to twenty-four (24) inches below grade level per industry standards ("LESSEE's Removal Obligations"). Effective upon the Commencement Date of this Agreement and throughout the Term hereof, LESSEE shall post a removal bond in the amount of \$50,000.00 to the benefit of LESSOR substantially conforming to the draft bond attached hereto and incorporated herein as Exhibit "D" (the "Removal Bond").

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 Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (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. LESSEE's Access Rights shall neither prevent, hamper or limit access to the Property and its buildings by LESSOR, its tenants and invitees, nor substantially limit parking at LESSOR's facility on the Property.

(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, and (ii) the right to use such portions of the Property as are reasonably necessary for the storage of construction materials and equipment. During this period that the Telecommunications Facilities are being constructed, LESSEE's Access Rights shall neither prevent, hamper or limit access to the Property and its buildings by LESSOR, its tenants and invitees, nor substantially limit parking at LESSOR's facility on the Property.

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 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. LESSEE shall, at its sole cost and expense, promptly repair any damage to the Property caused by LESSEE's utility installation and restore the Property to the condition in which it existed immediately prior to LESSEE's utility installation, reasonable wear and tear excepted.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon

LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents.

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 thirty (30) days from the defaulting party's receipt of the other party's written notice of payment delinquency; (ii) by LESSEE, upon six (6) months prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental 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 six (6) months 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.

(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 the negligence or willful misconduct of LESSEE and LESSEE's agents, licensees, invitees, 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. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or 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). LESSEE shall indemnify, defend, and hold harmless LESSOR and LESSOR's agents, lessees, licensees, invitees, and contractors, and the

shareholders, directors, officers, and employees of each of them, from and against any and all Claims (as defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance. a) During the 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 (3) \$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(c) shall survive the expiration or earlier termination of this Agreement.

15. Taxes. LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon, and LESSEE shall be responsible, to the extent applicable, for any and all personal property taxes, assessments, and similar charges attributable to LESSEE's equipment and other property owned by LESSEE located at the Leased Premises. LESSEE shall be responsible to pay the increase in any real property taxes against the Property which are directly attributable to LESSEE's use and/or occupancy of the Property. LESSOR shall provide written demand for contribution to the payment of real estate taxes to LESSEE at least 45 days before the due date, and include written evidence of all taxes and/or assessments directly pertaining to the Leased Premises. Payment will be made to LESSOR within thirty (30) days following receipt of such demand. However, LESSEE shall have the right, at its sole cost and expense, to contest any real property taxes and/or assessments on the Leased Premises and LESSOR agrees to reasonably cooperate, at LESSEE's sole cost and expense, with LESSEE in such a contest.

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 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 disclosed to LESSEE and 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 obtain 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 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., 2nd Floor
Danbury, CT 06810

With a copy to:
Roni D. Jackson, Esq.
Infra Holdings, LLC
1800 Diagonal Road, Suite 600

Telephone: (203) 297-6445

Alexandria, VA 22314
(571) 366-1720

If to LESSOR, to:
Village of Montebello
One Montebello Rd
Montebello, NY 10901
Attn: Mayor
Telephone: (845) 368-2211

With a copy to:
Village of Montebello
One Montebello Road
Montebello, NY 10901
Attn: Village Attorney
Telephone: (845) 368-2211

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 ten (10) 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: (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 is a municipal entity and represents that, as of the Effective Date, the Property is not subject to any mortgage or deed of trust encumbering the Property. In the event that, in the future, LESSOR mortgages, encumbers or otherwise pledges its fee interest in the Property, LESSOR shall, upon LESSEE's written request therefor, use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

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

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

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in and/or mortgaging of LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Leased Premises and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognize LESSEE's mortgagee as LESSEE hereunder upon any such exercise by LESSEE's mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE's mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's mortgagee, LESSEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR. LESSEE's exercise of its rights against the Collateral shall be in accordance with the terms and conditions of this Agreement, including but not limited to, the terms and conditions of Section 6, 7 and 8;

(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, upon written notice to LESSOR, to assign its interest in this Agreement, whether in whole or in part, to Infra Towers, LLC ("Infra"), any 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 a 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. Right of First Refusal. If, during the Option Period or the Lease Term, LESSOR receives a bona fide offer ("Bona Fide Offer") from a third party to lease or purchase (a) an interest in all or a portion of the Property whether in fee, by grant of easement, or otherwise, (b) LESSOR's interest under this Agreement including, but not limited to, LESSOR's rights to receive rents hereunder, and/or (c) the right to enter into an option, lease, or easement after the term of this Agreement that LESSOR is willing to accept (individually and collectively, the "Property Interest"), LESSEE shall have the right of first refusal ("Right of First Refusal") to so acquire the Property Interest that is the subject of the Bona Fide Offer. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer, and LESSEE shall have thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect to the Property Interest that is the subject thereof. If LESSEE exercises its right to purchase the subject Property Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, this Agreement shall remain in full force and effect, and such Right of First Refusal shall lapse with respect to the Bona Fide Offer, but not with respect to any subsequent Bona Fide Offer(s), unless LESSOR fails to convey the subject Property Interest to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty (180) days of the date of LESSEE's waiver of such Right of First Refusal.

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. The Parties agree that disputes arising out of this Agreement may only be litigated in any state court within Rockland County and/or Southern District of New York, and the Parties hereby consent to the jurisdiction of such courts. In the absence of exigent circumstances, and except as otherwise prescribed or precluded by law, a resolution of any dispute arising out of, or related to, this Agreement shall first be pursued through good-faith negotiations in order to attempt to reach a mutually acceptable resolution. If, after negotiating in good faith for a period of thirty (30) days, the parties are unable to resolve the dispute, the parties shall be entitled to pursue all available remedies at law or in equity. Except as may be specifically provided for elsewhere in this Agreement, each Party will bear its own costs and attorneys' fees.

(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.

**VILLAGE OF MONTEBELLO
("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

PARCEL I:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE OF MONTEBELLO, TOWN OF RAMAPO, COUNTY OF ROCKLAND AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF HAVERSTRAW ROAD (ALSO KNOWN AS ROUTE 202), WHICH SAID POINT OF BEGINNING MARKS THE INTERSECTION OF THE DIVISION LINE BETWEEN PREMISES HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF JACK AND HELENE KALMUS WITH THE NORTHERLY SIDE OF HAVERSTRAW ROAD, AND WHICH SAID POINT OF BEGINNING IS 75.50 FEET NORTHEASTERLY AS MEASURED ALONG THE NORTHERLY SIDE OF HAVERSTRAW ROAD FROM A ROCKLAND COUNTY MONUMENT;

RUNNING THENCE FROM SAID POINT OF BEGINNING, NORTHWESTERLY ALONG THE DIVISION LINE BETWEEN PREMISES HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF JACK AND HELENE KALMUS, NORTH 40 DEGREES 09 MINUTES WEST 416.83 FEET TO THE SOUTHERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF PALISADES INTERSTATE PARK COMMISSION;

THENCE NORTHEASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF PALISADES INTERSTATE PARK COMMISSION, NORTH 55 DEGREES 39 MINUTES 30 SECONDS EAST 147.20 FEET TO THE WESTERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF KATHARINA GIEROK;

THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF KATHARINA GIEROK, SOUTH 40 DEGREES 19 MINUTES 39 SECONDS EAST 412.71 FEET TO THE NORTHERLY SIDE OF HAVERSTRAW ROAD;

THENCE SOUTHWESTERLY ALONG THE NORTHERLY SIDE OF HAVERSTRAW ROAD, SOUTH 54 DEGREES 10 MINUTES 00 SECONDS WEST 143.50 FEET TO THE POINT OR PLACE OF BEGINNING.

BEING AND INTENDED TO BE THE SAME LANDS AND PREMISES DESCRIBED IN A DEED FROM GERARD P. HIRSCH TO REFORM TEMPLE OF SUFFERN DATED 4/28/75 AND RECORDED ON 4/29/75 IN LIBER 961 PAGE 754.

EXCEPTING FROM THE ABOVE-DESCRIBED PARCELS SO MUCH OF THE PREMISES THAT WAS CONVEYED TO THE TOWN OF RAMAPO BY DEED FROM REFORM TEMPLE OF SUFFERN DATED 11/7/85 AND RECORDED ON 2/18/86 IN BOOK 134 OF DEEDS AT PAGE 157.

TAX ID: 48.10-1-8

PARCEL II:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE OF MONTEBELLO, TOWN OF RAMAPO, COUNTY OF ROCKLAND AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202, AT THE EASTERLY CORNER OF LANDS NOW OR FORMERLY OF LEIGH, SAID BEGINNING POINT BEING AN X-CUT IN A STONE WALL LYING 196.78 FEET NORTHEASTERLY ON A COURSE OF NORTH 45 DEGREES 54 MINUTES 50 SECONDS EAST ALONG SAID NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202, FROM A ROCKLAND COUNTY MONUMENT, AND RUNNING THENCE:

1. NORTH 43 DEGREES 41 MINUTES 39 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LANDS NOW OR FORMERLY OF LEIGH A DISTANCE OF 187.70 FEET TO A POINT; THENCE

2. NORTH 5 DEGREES 31 MINUTES 56 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LANDS NOW OR FORMERLY OF LEIGH A DISTANCE OF 258.42 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LANDS OF THE REFORM TEMPLE OF SUFFERN; THENCE

3. SOUTH 43 DEGREES 41 MINUTES 39 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LANDS OF THE REFORM TEMPLE OF SUFFERN A DISTANCE OF 397.84 FEET TO AN OLD IRON PIPE IN THE NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202; THENCE

4. SOUTH 52 DEGREES 05 MINUTES 56 SECONDS WEST ALONG THE NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202, A DISTANCE OF 74.69 FEET TO A ROCKLAND COUNTY MONUMENT; THENCE

5. SOUTH 45 DEGREES 54 MINUTES 50 SECONDS WEST STILL ALONG THE NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202, A DISTANCE OF 85.36 FEET TO THE POINT OR PLACE OF BEGINNING.

BEING AND INTENDED TO BE THE SAME LANDS AND PREMISES DESCRIBED IN A DEED FROM JACK KALMUS AND HELENE KALMUS (ALSO KNOWN AS HELENE MAYER KALMUS), HIS WIFE TO REFORM TEMPLE OF SUFFERN DATED 3/5/820 AND RECORDED ON 3/9/82 IN LIBER 1069 PAGE 726.

TAX ID: 48.10-1-7

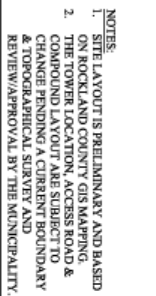
BEING THE SAME PROPERTY CONVEYED TO VILLAGE OF MONTEBELLO, GRANTEE, FROM BETH HAVERIM SHIR SHALOM, A NEW JERSEY NOT FOR PROFIT CORPORATION, GRANTOR, BY DEED RECORDED 10/22/2007, AS DOCUMENT NO. 2007-00054595 OF THE ROCKLAND COUNTY RECORDS.

EXHIBIT “B” TO OPTION AND GROUND LEASE AGREEMENT

DEPICTION/DESCRIPTION/SITE PLAN OF LEASED PREMISES¹

The Leased Premises include ground space. ~~(see as reflected in the~~ attached pages L-1, L-2 and L-3) prepared by OnAir Engineering, LLC on behalf of Homeland Towers, LLC.

1 LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the “Leased Premises Legal Description”) 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.



LEGEND:

SITE ACCESS

APPROXIMATE NORTH

1	OVERALL SITE LAYOUT
L-1	Scale: 1"=75'

PRIMARY PARCEL ID:	48-10-1-8
TOWER COORDINATES: (FROM GOOGLE EARTH)	LAT.: 41° 08' 07.0" N LNG.: 74° 07' 52.4" W
GROUND ELEVATION: (FROM GOOGLE EARTH)	374± A.M.S.L.



 On Air Engineering, LLC 84 Tennyson Point Road Suite 200 Cheshire, CT 06034 Phone: 203-456-4024 email: info@onairllc.net		 HOMELAND TOWERS Homeland Towers, LLC 9 Harmony Street, 2nd Floor Danbury, CT 06810
SHEET TITLE:		SHEET NUMBER:
DATE:		DRAWN BY:
CHECKED BY:		SCALE:
NO.		DESCRIPTION:
1	01.12.12	REVISED WITH AIRS LAYOUT OPTION
2	01.12.12	REVISED PER JANUARY
3	01.12.12	REVISED POWER ROOM
NOTE NUMBERS:		NOTES:
SITE NAME:		PROJECT NAME:
TOWN:		STATE:
VILLAGE ADDRESS:		ZIP CODE:
OWNER:		DESIGNER:
CONTRACT NO.:		PROJECT NO.:
OVERALL SITE LAYOUT		L-1

EXHIBIT “C” TO OPTION AND GROUND LEASE AGREEMENT

MEMORANDUM OF LEASE

[SEE ATTACHED.]

Prepared/Recording Requested By:

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

Record and Return to:

Old Republic Title
Attn: Post Closing
530 South Main Street, Suite 1031
Akron, Ohio 44311
Commitment No. 01-24002736-01T

Tax ID/Parcel No.: 48.10-1-7 and 48.10-1-8

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this ____ day of _____, 202_ by and between _____, the VILLAGE OF MONTEBELLO, a New York municipal corporation with an address of One Montebello Road, Montebello, NY 10901 ("Lessor") and HOMELAND TOWERS, LLC, a New York limited liability company with an address of 9 Harmony Street, 2nd Floor, Danbury, CT 06810 ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee ~~dated as of~~ , 202_ even date herewith. 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 five (5) 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 seven (7) 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. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease, grant of an easement, or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease, and (c) the right to enter into an option, lease, or easement after the term of the Lease.

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 six (6) 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 six (6) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.

7. Limited Power of Attorney. LESSOR hereby grants the right to LESSEE to complete and execute on behalf of LESSOR any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. 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.

VILLAGE OF MONTEBELLO
("LESSOR")

By: _____
Name: _____
Title: _____

State of _____
County of _____

On _____, 202_, 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.

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

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

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

LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE OF MONTEBELLO, TOWN OF RAMAPO, COUNTY OF ROCKLAND AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF HAVERSTRAW ROAD (ALSO KNOWN AS ROUTE 202), WHICH SAID POINT OF BEGINNING MARKS THE INTERSECTION OF THE DIVISION LINE BETWEEN PREMISES HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF JACK AND HELENE KALMUS WITH THE NORTHERLY SIDE OF HAVERSTRAW ROAD, AND WHICH SAID POINT OF BEGINNING IS 75.50 FEET NORTHEASTERLY AS MEASURED ALONG THE NORTHERLY SIDE OF HAVERSTRAW ROAD FROM A ROCKLAND COUNTY MONUMENT;

RUNNING THENCE FROM SAID POINT OF BEGINNING, NORTHWESTERLY ALONG THE DIVISION LINE BETWEEN PREMISES HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF JACK AND HELENE KALMUS, NORTH 40 DEGREES 09 MINUTES WEST 416.83 FEET TO THE SOUTHERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF PALISADES INTERSTATE PARK COMMISSION;

THENCE NORTHEASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF PALISADES INTERSTATE PARK COMMISSION, NORTH 55 DEGREES 39 MINUTES 30 SECONDS EAST 147.20 FEET TO THE WESTERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF KATHARINA GIEROK;

THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF KATHARINA GIEROK, SOUTH 40 DEGREES 19 MINUTES 39 SECONDS EAST 412.71 FEET TO THE NORTHERLY SIDE OF HAVERSTRAW ROAD;

THENCE SOUTHWESTERLY ALONG THE NORTHERLY SIDE OF HAVERSTRAW ROAD, SOUTH 54 DEGREES 10 MINUTES 00 SECONDS WEST 143.50 FEET TO THE POINT OR PLACE OF BEGINNING.

BEING AND INTENDED TO BE THE SAME LANDS AND PREMISES DESCRIBED IN A DEED FROM GERARD P. HIRSCH TO REFORM TEMPLE OF SUFFERN DATED 4/28/75 AND RECORDED ON 4/29/75 IN LIBER 961 PAGE 754.

EXCEPTING FROM THE ABOVE-DESCRIBED PARCELS SO MUCH OF THE PREMISES THAT WAS CONVEYED TO THE TOWN OF RAMAPO BY DEED FROM REFORM TEMPLE OF SUFFERN DATED 11/7/85 AND RECORDED ON 2/18/86 IN BOOK 134 OF DEEDS AT PAGE 157.

TAX ID: 48.10-1-8

PARCEL II:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE OF MONTEBELLO, TOWN OF RAMAPO, COUNTY OF ROCKLAND AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202, AT THE EASTERLY CORNER OF LANDS NOW OR FORMERLY OF LEIGH, SAID BEGINNING POINT BEING AN X-CUT IN A STONE WALL LYING 196.78 FEET NORTHEASTERLY ON A COURSE OF NORTH 45 DEGREES 54 MINUTES 50 SECONDS EAST ALONG SAID NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202, FROM A ROCKLAND COUNTY MONUMENT, AND RUNNING THENCE:

1. NORTH 43 DEGREES 41 MINUTES 39 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LANDS NOW OR FORMERLY OF LEIGH A DISTANCE OF 187.70 FEET TO A POINT; THENCE

2. NORTH 5 DEGREES 31 MINUTES 56 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LANDS NOW OR FORMERLY OF LEIGH A DISTANCE OF 258.42 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LANDS OF THE REFORM TEMPLE OF SUFFERN; THENCE

3. SOUTH 43 DEGREES 41 MINUTES 39 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LANDS OF THE REFORM TEMPLE OF SUFFERN A DISTANCE OF 397.84 FEET TO AN OLD IRON PIPE IN THE NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202; THENCE

4. SOUTH 52 DEGREES 05 MINUTES 56 SECONDS WEST ALONG THE NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202, A DISTANCE OF 74.69 FEET TO A ROCKLAND COUNTY MONUMENT; THENCE

5. SOUTH 45 DEGREES 54 MINUTES 50 SECONDS WEST STILL ALONG THE NORTHWESTERLY SIDE OF HAVERSTRAW ROAD, ALSO KNOWN AS ROUTE 202, A DISTANCE OF 85.36 FEET TO THE POINT OR PLACE OF BEGINNING.

BEING AND INTENDED TO BE THE SAME LANDS AND PREMISES DESCRIBED IN A DEED FROM JACK KALMUS AND HELENE KALMUS (ALSO KNOWN AS HELENE MAYER KALMUS), HIS WIFE TO REFORM TEMPLE OF SUFFERN DATED 3/5/820 AND RECORDED ON 3/9/82 IN LIBER 1069 PAGE 726.

TAX ID: 48.10-1-7

BEING THE SAME PROPERTY CONVEYED TO VILLAGE OF MONTEBELLO, GRANTEE, FROM BETH HAVERIM SHIR SHALOM, A NEW JERSEY NOT FOR PROFIT CORPORATION, GRANTOR, BY DEED RECORDED 10/22/2007, AS DOCUMENT NO. 2007-00054595 OF THE ROCKLAND COUNTY RECORDS.

EXHIBIT “D” TO OPTION AND GROUND LEASE AGREEMENT

FORM OF SURETY BOND

[SEE ATTACHED.]