

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), dated as of 25th day of November 2025 (the "Effective Date"), is entered into by and between the **City of North Adams Airport Commission** (the "Commission"), on behalf of the City of North Adams, Massachusetts, a Massachusetts municipality, having an address of 10 Main Street, North Adams, MA 01247 ("Landlord"), and **Diamond Towers V LLC**, a Delaware limited liability company, having an address of 120 Mountain Avenue, Springfield, NJ 07081 ("Tenant").

Recitals

Whereas, Landlord is the owner of a certain parcel of land located at 836 State Road, City of North Adams, County of Berkshire, Commonwealth of Massachusetts, Parcel Number 142-0-1, as shown on Map Sheet 14, containing one hundred thirty-two (132) acres, more or less, in the aggregate (the "Property"); and

Whereas, Landlord issued a Request for Proposals soliciting proposals for the lease of a portion of the Property for the installation and operation of a wireless telecommunications facility; and

Whereas, Tenant submitted a proposal in response to the request for proposals, offering to lease a portion of the Property; and

Whereas, Landlord has selected Tenant as the successful proposer, and Landlord and Tenant wish to set forth herein the terms and conditions governing Tenant's use of a portion of the Property; and

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

Agreement

1. LEASE OF PREMISES.

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a forty (40) foot by forty (40) foot portion of the Property, containing One Thousand Six Hundred square feet, more or less, and shown as "Proposed 40' X 40' Lessee's Premises (1,600 Sq.Ft.)" (the "Premises") on the sketch plan attached hereto as Exhibit A and incorporated herein (the "Plan").

The Premises are leased together with the rights described below:

- (a) The exclusive right to install, operate, maintain, repair, upgrade, and replace on the Premises a telecommunications tower with a suitable support structure for the transmission and reception of communications signals, the height of which may be subject to approval by the FAA, defined below (the "Tower"). The Tower shall have sufficient space to be subleased to other wireless providers;

- (b) The right to install, operate, maintain, repair and replace within or upon the Premises any communications rooms, equipment pads/platforms, cabinets, fixtures and related equipment, cables, accessories and related improvements, subject to Landlord's rights as set forth herein;
- (c) The right to locate on the Tower antennas, transmission cables and other appurtenances;
- (d) The right to install, maintain, repair and replace: transmission cables from the equipment rooms, equipment pads/platforms, building, and/or cabinets to the antennas; electric lines from a main feed or off-site power source to the equipment rooms, equipment pads/platforms, building, and/or cabinets; and telephone and/or fiber optic communications lines from a main or off-site telephone and/or fiber entry point to the equipment rooms, equipment pads/platforms, building, and/or cabinets, and to make other reasonably appropriate improvements and alterations to the Premises (including, but not limited to, the installation of emergency power generators) as is reasonably necessary for the Permitted Uses (defined in Section 2.1);
- (e) A non-exclusive easement over, under and upon the existing driveway and parking lot existing on the Property, and shown as the "30' Wide Access and Utility Easement" (the "Access Way") on the Plan for pedestrian and vehicular access to the Premises and for the purpose of providing utilities to the Premises and the maintenance, operation, repair, and replacement thereof, provided, however, that in no event shall Tenant interfere unreasonably with the use of the Access Way for access and/or parking purposes;
- (f) Such reasonable easements in the Access Way as may reasonably be required by electric, telephone, fiber, and other utility companies for the purpose of servicing the equipment on the Premises, subject to approval by the North Adams City Council, if applicable, and Landlord's rights as set forth herein.

1.2. Condition of Premises. The Premises are delivered to Tenant, and Tenant accepts the Property, including the Premises and the Access Way, in its present condition, "AS IS," it being agreed that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to maintain, do any work on, or make any improvements to or provide utilities to the Property, including the Premises, unless such maintenance and/or improvement work is required as a result of Landlord's negligence and/or willful misconduct.

1.3 Utilities. Tenant shall be solely responsible for bringing onto the Premises, providing, and paying for all electrical and other utilities serving the Communication Facility and Tenant's use of the Premises for the purposes set forth in Section 2.1. Tenant shall install any utilities in accordance with the reasonable requirements of Landlord, with a separate meter for Tenant's utilities, and in a manner that avoids unnecessary interference to other activities on the Property and is reasonable in appearance, in Landlord's reasonable judgment. If utilities are provided by Landlord, Tenant shall pay as Additional Rent an amount equal to the cost of utility service provided to the Premises and/or attributable to Tenant's use at utility company rates as

charged to Landlord ("Utility Charge"). Tenant shall pay the estimated cost of any Utility Charge monthly in advance together with the monthly Rent due hereunder. At least annually during the Lease Term, Landlord (or, at Landlord's election, Tenant) shall calculate the actual Utility Charge for the immediately preceding Lease Year based on readings from the utility meters at the Premises and at the rate currently charged by the applicable utility. Any excess amounts paid by Tenant will be credited to Tenant's next due Utility Charge, and any shortage shall be paid by Tenant to Landlord within twenty (20) days of notice of such calculation. Upon the first anniversary of the Rent Commencement Date, and on each such anniversary thereafter, at the Tenant's or Landlord's option, the estimated Utility Charge paid monthly by Tenant may be increased or decreased to equal the average actual Utility Charge paid per month for the preceding year, as reasonably determined by Landlord.

2. USE OF PREMISES

2.1 Permitted Uses. Tenant, the Collocators (defined below), and others acting by or through Tenant may erect and maintain on the Premises improvements, personal property, equipment and facilities, including, but not limited to a communications facility, which may include a suitable support structure, including without limitation the Tower, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters, and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements as well as any and all pipes, conduits and wires related to the utility infrastructure (collectively, the "Communication Facility"). The equipment to be installed on the Premises is shown on a sketch plan entitled "Equipment Plan" (the "Equipment Plan"), attached hereto as Exhibit B and incorporated herein, and the location of the Communication Facility on the Premises is shown on Exhibit A. Landlord and Tenant agree that Exhibits A and B show the initial installation of the Communication Facility. Landlord and Tenant agree that said exhibits do not limit Tenant's rights under this Lease to improve, modify, replace, supplement, upgrade or remove the Communication Facility or any part thereof during the Term of this Lease, provided that Tenant complies with the provisions of this Lease. Upon the installation of the Tower, Tenant agrees to submit to Landlord a survey plan showing the exact dimensions of the Premises, the Access Area, and the location of the Communication Facility thereon, and as-built plans, and obtain Landlord's approval thereof, which shall not be unreasonably withheld, conditioned or delayed, which approved plans shall replace Exhibit A and Exhibit B attached hereto.

2.2 Hours of Use. Tenant and its subtenants, employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) days per week access to and over the Premises for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.

2.3 No Interference. Tenant acknowledges that Landlord uses the Property as the site of its municipal airport (the "Airport") and/or for other municipal uses and agrees that the use of the Premises by Tenant or persons/parties acting by or through Tenant under this Lease shall not unreasonably interfere with the use of the Property by Landlord and others having rights therein. Landlord will not unreasonably interfere with Tenant's use of the Premises or the operation of the

Communication Facility provided that Tenant operates the Communication Facility at its permitted frequencies.

3. TERM.

The term of this Lease shall commence on the Effective Date ("Commencement Date") and terminate ten (10) years from the Rent Commencement Date (the "Initial Term"). The term "Lease Year" means a period of twelve (12) months, commencing on the Rent Commencement Date or the annual anniversary date thereof.

The Initial Term shall extend automatically for up to four (4) periods of five (5) years each (each five (5)-year term is referred to herein as an "Extension Term" and, together or collectively, the "Extension Terms") unless Tenant informs Landlord in writing, no later than ninety (90) days prior to the expiration of the Initial Term or the then-applicable Extension Term, that it does not elect to extend the Lease, in which case the Lease shall terminate at the expiration of the Initial Term or the then-applicable Extension Term, as the case may be. Any extensions permitted hereunder are contingent on Tenant not being in default beyond any applicable notice and cure period under this Lease at the expiration of the Initial Term or the then-applicable Extension Term. The Initial Term and, if exercised, the Extension Term or Extension Terms, are referred to herein, collectively, as the "Term," which shall not exceed a total of thirty (30) years from the Rent Commencement Date.

4. RENT.

4.1 Lump-Sum Payment. Tenant shall pay Landlord a one-time non-refundable payment of One Hundred Thousand and 00/100 Dollars (\$100,000) payable upon (i) the issuance of the building permit for the Communication Facility, and (ii) full execution of the initial collocation subtenant lease or license (the "Lump-Sum Payment"), which shall be paid to Landlord no later than sixty (60) days from the Rent Commencement Date.

4.2 Rent Commencement Date. In addition to the Lump-Sum Payment, Tenant shall pay Base Rent (as defined below) to Landlord. Tenant's obligation to pay Base Rent shall commence on the earlier of (a) the date on which the Communication Facility is operational and (b) the day following the Diligence Deadline (defined in Section 5.2), provided that Lease has not been terminated by Landlord or Tenant prior to the Diligence Deadline, as set forth in Section 5.2 (the "Rent Commencement Date"). The Initial Diligence Period and, if exercised, the Extended Diligence Period, are referred to herein, collectively, as the "Due Diligence Period." All other terms of this Lease, including Tenant's obligation to obtain and maintain the insurance required under this Lease, shall take effect on the Effective Date. Landlord and Tenant agree to execute an amendment to the Lease to memorialize the Rent Commencement Date.

4.3 Base Rent. Starting on the Rent Commencement Date, Tenant shall pay Landlord rent in the amount of the higher of (i) Thirty Thousand and 00/100 Dollars (\$30,000) a year, which sum shall increase by two and one half percent (2.5%) on each anniversary of the Rent Commencement Date (the "Flat Rent"), to be paid in equal monthly installments during the Term of this Lease, or (ii) fifty percent (50%) of the gross annual fees, rents, revenues and/or other payments received or collected by Tenant from any and all sublessees, licensees and/or others

leasing, licensing or using or occupying the Tower and/or the Premises (the "Collocators") (the "Sublease Rent") (the higher of the Flat Rent and the Sublease Rent, the "Base Rent"). If the Rent Commencement Date shall be on any day other than the first day of a calendar month, the Base Rent and other charges for such month shall be pro-rated on a per diem basis. On each anniversary of the Rent Commencement Date, Tenant shall provide Landlord with a reconciliation statement for the prior Lease Year, showing the number of Collocators, the rents, revenues, fees, and/or charges due to Tenant from the Collocators (the "Collocation Revenue"), the Collocation Rent received and/or collected by Tenant, and the Sublease Rents paid by Tenant to Landlord (the "Reconciliation Statement").

4.4 Additional Rent. Commencing on the Effective Date and throughout the Term of this Lease, Tenant agrees to pay, as "Additional Rent," any real and/or personal property taxes, betterments, assessments and/or others charges or fees, that are assessed or chargeable during the Term of this Lease in relation to the Premises, the Communication Facility/Equipment, and/or Tenant's use thereof, directly to the assessing authority. The Lump-Sum Payment, the Base Rent, the Additional Rent, and all other sums to be paid to Landlord pursuant to this Lease are referred to, collectively, as the "Rent."

4.5 Manner of Payment. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid without demand or off-set, by check made payable to the "City of North Adams Airport Commission," and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant. Rent shall be payable by Tenant to Landlord monthly in advance (if Base Rent consists of the Flat Rent) or in arrears (if Base Rent consists of Sublease Rent), on the first day of each month during the Term of this Lease.

4.6 Late Payments. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor or similar entity.

4.7. Review of Records. Landlord shall have the right to conduct an audit of Tenant's records, at Landlord's cost, no more than once per twelve (12) month period, to review any and all amounts billed by Tenant to the Collocators, the Collocation Revenue received by Tenant, and the Sublease Rent paid by Tenant hereunder. If such audit reveals that the Sublease Rent paid by Tenant to Landlord hereunder is understated or erroneous, then Tenant shall promptly pay to Landlord the amount of any underpayment, and, further, if such underpayment exceeds five percent (5%), then Tenant shall promptly reimburse Landlord for reasonable out-of-pocket expenses incurred by Landlord in connection with reviewing such audit.

4.8. Rent Adjustment. If this Lease is terminated prior to the expiration date stated in this Lease, Base Rent shall be adjusted as of the termination date. Any prepaid Base Rent shall be returned to Tenant, provided, however, that if Tenant owes Landlord any payments under this Lease, including, without limitation, the Termination Fee (defined in Section 7.1), the Landlord shall have the right to deduct such amounts from the prepaid Base Rent. Nothing herein shall affect Landlord's rights to collect the balance of any amounts owed to Landlord under this Lease.

5. INSPECTIONS, APPROVALS.

5.1 Inspections, Tests. Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use. Tenant shall have the Due Diligence Period to conduct any title research on the Property and to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys and other reasonably necessary tests (the "Tests") to determine the suitability of the Premises for the Communication Facility (the "Due Diligence"). Notwithstanding the foregoing, Tenant shall not conduct any subsurface tests until a Phase I Assessment concludes that a recognized environmental condition (as such term is defined in ASTM Standard E1527-05) exists and/or recommends a so-called Phase II Site Assessment be conducted for the Premises; provided that, in each case, Tenant shall submit a written scope of work to Landlord detailing the work to be done and the portion of the Premises to be affected by such work and containing such other matters as Landlord shall reasonably request. Tenant shall not conduct such subsurface inspections or investigations until Landlord has approved such scope of work, which approval shall not be unreasonably withheld. During any Due Diligence activities or pre-construction work, Tenant shall have insurance which covers such activities as set forth in Section 11, Insurance, and provide Landlord with copies of such insurance prior to conducting any Tests. Tenant will notify Landlord of any Tests in writing at least forty-eight (48) hours prior to performing the same, and will coordinate the scheduling of such activities with Landlord. If in the course of its Due Diligence Tenant determines that the Premises are unsuitable for Tenant's contemplated use, Tenant shall have the right to terminate this Lease prior to the expiration of the Due Diligence Period by delivery of written notice thereof to Landlord, without the payment of a Termination Fee. Tenant will defend, indemnify, and hold harmless Landlord against all costs (including reasonable attorneys' fees), claims, damages and liabilities arising as a result of the negligence or willful misconduct of Tenant, the Collocators or its and/or their agents, employees, representatives, contractors, sublessees, subcontractors, invitees and/or others acting by, through or under Tenant or subtenant (with Tenant, the "Tenant Parties"), or from Tenant's exercise of the rights granted herein. Such indemnity shall not apply to any claims to the extent arising from the negligence or willful misconduct of Landlord. If Tenant fails to object to the title to or condition of the Premises by the expiration of the Due Diligence Period, Tenant shall thereafter have no right to terminate the Lease for the condition of the Premises or the title to the Property as the same exist as of the expiration of the Due Diligence Period.

5.2 Governmental Approvals. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning relief, FAA approval, if applicable, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Lease and agrees to reasonably assist Tenant with such applications at Tenant's sole cost and expense, provided, however, that such assistance does not guarantee that any Governmental Approvals will be issued or fees waived, and Tenant acknowledges that nothing herein shall impair the independent authority of local regulatory bodies.

(b) Tenant shall use good faith and diligent efforts to obtain, at its sole cost and expense, such Governmental Approvals no later than nine (9) calendar month following the Effective Date

(the "Initial Diligence Period"), provided, however, that if Tenant, despite using good faith and diligent efforts, fails to obtain any required Governmental Approval through no fault of its own, Tenant may extend the Initial Diligence Period for up to additional ninety (90) days (the "Extended Due Diligence Period" and, together with the Initial Diligence Period, the "Due Diligence Period") provided that Tenant informs Landlord of such delay in writing prior to the expiration of the Initial Diligence Period and obtains Landlord's written approval, such consent not to be unreasonably withheld, conditioned, or delayed. If Tenant fails to obtain the Governmental Approvals, Tenant may terminate this Lease without the payment of any Termination Fee (defined in Section 7.1), by delivering to Landlord written notice thereof prior to the last day of the Initial Diligence Period or the last day of the Extended Due Diligence Period (the "Diligence Deadline"), provided, however, that Tenant shall reimburse Landlord of the costs and expenses incurred in entering into this Lease and/or assistance offered by Landlord, including reasonable attorneys' fees and/or other out-of-pocket costs, which shall not exceed Fifteen Thousand and 00/100 Dollars (\$15,000). This obligation shall survive the termination of this Lease.

(c) Landlord shall have the right to terminate this Lease if Tenant fails to use good faith and diligent efforts to obtain any of the required Governmental Approvals by the Diligence Deadline. If Landlord elects to terminate this Lease under the provisions of this Section, Landlord shall give Tenant written notice thereof, and this Lease shall terminate thirty (30) days from the date of said notice, unless Tenant obtains the required Governmental Permits within said thirty (30)-day period (in which case Landlord's notice of termination shall be null and void). Notwithstanding anything herein to the contrary, if Landlord elects to terminate this Lease under the provisions of this Section 5.2(c), Tenant shall not be required to pay any Termination Fee (defined in Section 7.1), other than the reimbursement of cost and expenses, as set forth in subsection (b) above, which obligation shall survive said termination.

6. INSTALLATION OF COMMUNICATION FACILITY; USE; MAINTENANCE.

6.1. Governmental Requirements. Tenant agrees to comply with all applicable federal, state, and local laws, rules, regulations, permits, and approvals, including, without limitation, those required by the Federal Communications Commission ("FCC"), if applicable, the Federal Aviation Administration ("FAA"), the City of North Adams Zoning Ordinance, and the standards and requirements set forth therein for the installation of wireless communications facilities in the City of North Adams, and federal, state and local noise and environmental regulations, as the same may be amended from time to time, relating to the Premises, the Communication Facility, and/or the use and operation of the Communication Facility on the Premises (the "Governmental Requirements"). Tenant shall make such alterations to the Premises as are required to ensure that Tenant's Communication Facility complies with all applicable Governmental Requirements.

Notwithstanding the foregoing, Tenant agrees that:

- (a) There shall be no services, equipment or storage at the Premises other than what is necessary for Tenant and its subtenants to provide wireless services from the Premises. Tenant and any subtenant's use of the Premises shall be unmanned (other than periodic visits required to install, inspect, maintain or repair any equipment);

- (b) Tenant shall place a fence around the Premises. Tenant shall screen and landscape the Premises and shall be in compliance with all Governmental Requirements;
- (c) Any proposed external lighting of the Communication Facility on the Premises shall comply with all Governmental Requirements;
- (d) Tenant, and not Landlord, shall be responsible for all signs at the Premises that are required by governmental authorities with applicable jurisdiction over the Premises and Tenant's operations. Any such signs shall be included in the Approved Plans and Specifications that are subject to Landlord's approval pursuant to Section 6.2 below;
- (e) Testing of any generator at the Premises shall occur between 10:00 am and 4:30 pm, Monday through Friday; and
- (f) To the extent commercially reasonable, all equipment located at the Premises by Tenant or subtenants shall incorporate technology to achieve the quietest operation reasonably attainable.

6.2 Approved Plans and Specifications. Tenant shall not construct, install, replace and/or relocate the Communication Facility or make any alterations to the Premises unless Tenant has submitted detailed plans and specifications showing the Communication Facility, the Access Way, the alterations to be made to the Premises and/or the Communication Facility, and such other items as Landlord may reasonably request (the "Approved Plans and Specifications") to Landlord at least thirty (30) days prior to undertaking the same and has obtained Landlord's prior written consent thereof, which consent shall not be unreasonably withheld, conditioned, or delayed. Such approval shall include, but not be limited to, review and approval of the precise location and design of the Communication Facility or other improvements, and the landscaping of the Premises. Tenant agrees to secure the Communication Facility and other improvements and to address reasonable safety and aesthetics issues raised by Landlord. Tenant's request for Landlord review of plans shall include reference to the forty-five (45) day review period afforded Landlord under this Section 6.2. If Landlord fails to disapprove the plans within said forty-five (45) day period, said plans and specifications shall be deemed to be approved provided that any notice to Landlord shall specifically include the deemed approval provisions hereof. The review and approval by Landlord under this Lease shall be in addition to any other approvals required under all applicable federal, state and local laws, rules and regulations. The Approved Plans and Specifications shall be updated during the course of construction to reflect approved changes. Tenant agrees to reimburse Landlord for reasonable fees and costs incurred by Landlord in reviewing such Approved Plans and Specifications, which shall be in addition to any fees due to any regulatory agency, board or commission of the City of North Adams. Notwithstanding anything herein to the contrary, after Tenant's initial installation of the Communication Facility, Tenant or its Collocators may, upon at least fourteen (14) days prior written notice (email being sufficient) to Landlord by Tenant, make modifications to the Communication Facility that will allow Tenant or its subtenants to modify and/or replace the equipment and technologies specifically described on Exhibit B with similar equipment and/or technologies, and make modifications to the interior of any equipment shelter or interior of the fenced Premises, provided such modifications do not cause any interference prohibited by this Lease ("Minor Equipment Modifications"). Such Minor Equipment Modifications shall not require prior plans review or approval by Landlord but shall be subject to

any applicable approvals or permits required under all applicable federal, state, and local laws, rules and regulations.

6.3 Amending Exhibits. Landlord and Tenant acknowledge and agree that the location and design of the Communication Facility and other improvements made to the Premises is subject to review and approval by the Planning and/or Zoning Boards having jurisdiction over the Premises. Therefore, the parties agree that Exhibits A and B, which show the proposed location of the Communication Facility within the Premises, may need to be modified in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the Premises. If applicable, amended exhibits will be provided by Tenant and attached to this Lease in place of the existing exhibits, copies of which will be provided to Landlord for review prior to being incorporated into this Lease.

6.4 Construction Schedule. Tenant shall commence construction of the Communication Facility promptly after Tenant receives all required Governmental Approvals and shall use commercially diligent efforts to complete the same.

6.5 Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in accordance with the Approved Plans and Specifications, in good and workmanlike manner, and in accordance with local building permits. Tenant's construction, operation, use and maintenance of the Communication Facility and any and all other improvements on or at the Premises shall at all times comply with all applicable Governmental Requirements. Tenant will be responsible for obtaining and maintaining, at its sole cost and expense, all approvals, and permits necessary for the construction of the Communication Facility and any and all other improvements on or at the Premises. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week for purposes of maintenance and repair but Tenant shall give the Landlord at least five (5) days' notice prior to commencement of construction.

6.6 Construction Costs. Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the Communication Facility and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which Tenant will make payments directly to said company. Tenant shall repair, at its sole cost and expense, any damage caused to the Property or Access Way as a result of any act or omission of Tenant or its employees, agents, contractors, or invitees.

6.7 Mechanics Liens. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to the Landlord within sixty (60) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless the Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

6.8 Removal. Tenant shall be responsible for removal of all portions of the Communication Facility in accordance with Section 12 of this Lease.

6.9 Removal Bond. Before Tenant commences any work on the Premises (other than the Tests conducted under Section 5.1), Tenant shall provide Landlord with a bond in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00.00) in favor of Landlord from a bond company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably satisfactory to Landlord (the "Removal Bond") to secure the removal of the Communication Facility at the expiration or earlier termination of this Lease. The Removal Bond shall be maintained during the Term of this Lease, and the amount of said bond shall be recalculated by Tenant every five (5) years and adjusted accordingly based upon the costs of removal of the Communication Facility. Tenant shall provide such calculations to Landlord for its review. The Removal Bond shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining Landlord's prior written consent.

6.10 Construction Bonds. Before Tenant commences any initial work on the Premises (other than the Tests conducted under Section 5.1), Tenant shall require any contractor hired to construct the Communication Facility to furnish both a performance bond and a payment bond naming the Tenant and Landlord as co-obligees (collectively, the "Contractor Bonds"). The penal sum of the performance bond shall be the amount of the construction contract. The Contractor Bonds shall be written by a company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably satisfactory to Landlord. The Contractor Bonds shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining both Tenant's and Landlord's consent. If Tenant intends to construct the Communication Facility itself, it shall provide the Contractor Bonds to Landlord.

6.11 Maintenance of Premises. Tenant shall keep the Premises in good and safe order and condition, reasonable wear and tear and damage by fire or other casualty excepted, and shall not commit or permit its agents, employees, representatives or invitees to commit waste to the Premises. If Tenant or its agents, employees, representatives or invitees (including sublessees) damage the Property or any property of Landlord or any other tenant on the Property, Tenant shall, at its sole cost and expense, promptly repair and restore the Property and/or any property of the Landlord or of other tenants. Tenant shall be responsible for the removal of all of its trash and waste. Landlord shall have no obligation to maintain the Premises or to remove snow or ice from the Property, provided that Landlord shall take reasonable efforts to ensure that any snow storage areas created by Landlord do not block Tenant's use of the Access Way.

6.12 Maintenance of Communication Facility. Tenant shall maintain and repair the Communication Facility in good order and condition, reasonable wear and tear and damage by casualty excepted, and shall maintain the Communication Facility and related equipment so as to keep it safe, sanitary, and in good working order and condition.

6.13 Changes, Alterations. Tenant shall obtain Landlord's prior written consent prior to making any material alterations, changes, or additions to the Approved Plans and Specifications, the Premises, and/or the Communication Facility, including, without limitation, adding any

additional equipment shelters, generators, and other structures. Tenant shall follow the review and approval procedures set forth in Section 6.2 above to obtain Landlord's consent.

6.14 Utilities. Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will cooperate with any utility company requesting an easement over, under and across the Property and/or Premises in order for the utility company to provide service to the Tenant, subject to any applicable approvals.

6.15 Contact. Both Tenant and Landlord shall provide each other with the name and telephone number of a primary contact and a secondary contact, one of which shall be reachable and responsive in the event of an emergency, twenty-four (24) hours per day, seven (7) days per week. Tenant shall also cooperate with Landlord with respect to public safety matters, including access needed for fire protection and safety.

7. TERMINATION.

7.1 Termination for Default. Landlord and Tenant shall each have the right to terminate this Lease in the event that the other fails to cure a default within the cure period set forth in Section 14. If this Lease is terminated because of Tenant's default, Tenant shall pay Landlord a termination fee in an amount equal to eighteen (18) months of Rent at the then-current Rent rate (the "Termination Fee").

7.2 Termination for Other Cause. In addition, this Lease may be terminated by Tenant as follows: (i) upon ninety (90) days written notice, if Tenant is unable to obtain (after the Rent Commencement Date), or maintain, through no fault of Tenant, any required Governmental Approval necessary for the continued operation of the Communication Facilities or if Tenant determines in its reasonable discretion that the cost of retaining Governmental Approval is commercially unreasonable, so long as Tenant pays Landlord the Termination Fee; said Termination Fee shall not be applicable in the event that a Governmental Approval necessary for the operation of the Communication Facility is revoked, or its renewal or extension is denied, without fault of Tenant, by any agency, board, court or other governmental authority; (ii) upon ninety (90) days written notice for any reason other than (i) above, so long as Tenant pays Landlord the Termination Fee (except that no such Termination Fee shall be due if Tenant terminates this Lease because of casualty or condemnation, as set forth more particularly in Sections 16 and 17 of this Lease).

8. INTERFERENCE; ENERGY SAFETY COMPLIANCE.

8.1 Interference. Tenant warrants that it will operate its Communication Facility in accordance with any and all applicable rules and regulations of the Federal Communications Commission (FCC). Tenant shall be responsible for taking reasonable measures to ensure that neither the use of the Premises nor the use or operation of the Communication Facility or any other equipment by Tenant, or any Collocator shall cause "measurable interference," as defined by the FCC, with the operation of any Airport signals/equipment or any governmental or Federal Aviation Administration (FAA) frequencies or equipment, or emergency services frequencies or equipment. In the event that Tenant's equipment causes such interference, Tenant shall take all commercially

reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing, within thirty (30) days of written notification from Landlord, provided, however that if the Communication Facility and/or Tenant's use thereof interferes with emergency services frequencies or equipment, or critical Airport frequencies or equipment, or others signals necessary for traffic control and other airport purposes, Tenant shall cease such interference within twenty-four (24) hours of notice from Landlord to Tenant hereunder. In connection therewith, Tenant shall provide Landlord with at least thirty (30) days prior written notice to Landlord of the frequencies at which Collocators and/or others intend to operate the Communication Facility to ensure that they will not interfere with Airport Operations provided that, notwithstanding anything herein to the contrary, Tenant and/or Collocators shall not be required to provide prior written notice to Landlord of any proposed frequencies which, pursuant to the FAA's Colo Void policy, do not require notice to the FAA when added to an existing structure with a current No Hazard Determination.

8.2 Subsequent Interference. Subsequent to the installation of the Communication Facility, Landlord shall provide Tenant with notice of any proposed installation of additional communication antennae on the Property by third parties. Such notice shall include technical information from the party proposing such installation sufficient for Tenant to determine whether the installation will interfere with Tenant's operation. Tenant shall advise Landlord within thirty (30) days of receipt of such notice whether, in Tenant's reasonable opinion, the proposed use will cause any material and measurable interference with Tenant's operation of the Communications Facility. Landlord will not grant a lease to any party in or around the Premises, nor allow the installation of additional communication antennae on the Property by third parties if Tenant submits a timely objection and such use cannot be accomplished without materially and measurably interfering with the Communication Facility.

8.3 Radio Frequency Energy Safety Compliance. The Communication Facility and any other equipment or structures placed on the Premises by Tenant or its subtenants or licensees shall comply with applicable state and federal laws and regulations regarding human exposure to radio frequency energy. Landlord, at its discretion, may reasonably request verification of such compliance no more than once per Lease Year.

9. ENVIRONMENTAL.

9.1 Use of Hazardous Materials. Tenant agrees that it will not, and will not allow others (including subtenants) to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Premises and/or the Property in violation of any law or regulation. Tenant shall inform the North Adams Fire Chief in writing of any Hazardous Materials to be used, present or brought upon the Premises, and shall provide updates, if any, if the information changes during the term of this Lease. Tenant shall be permitted to use and store on the Premises back-up power batteries and reasonable quantities of common materials used in telecommunications operations, including without limitation lead-acid batteries and/or propane fuel, to the extent that such materials are properly handled and stored in accordance with all local, state, and federal laws and regulations. Tenant shall not install or permit the installation of any underground storage tanks on the Premises.

9.2 Hazardous Materials. “Hazardous Materials” are any hazardous, toxic or radioactive materials, substances or waste, as defined in federal or state law regulating or addressing the generation, storage, use, or transportation of such materials, including but not limited to Massachusetts General Laws, Chapter 21E; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III), 42 U.S.C. §11001, et seq.; and any rules, regulations or orders promulgated pursuant thereto (the “Environmental Laws”).

9.3 Indemnity. Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, actions, proceedings, demands, damages, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use, release, discharge and/or disposal of Hazardous Materials in, on or under or around the Premises and/or the Property caused by or arising out the acts, omissions or negligence of Tenant or any of the other Tenant Parties (defined in Section 10.1) and/or any violations of the Environmental Laws by Tenant and/or the other Tenant Parties. Tenant shall assume, at its sole cost and expense, any and all duties, responsibilities, and liabilities related to the investigation, clean up, and monitoring of Hazardous Materials, and pay all costs, losses, damages, penalties, sanctions, forfeitures and/or fines arising or related to non-compliance with Environmental Laws to the extent caused by the actions, omissions, negligence or willful misconduct of Tenant or any of the other Tenant Parties on or about the Premises or the remaining Property, provided, however, Tenant shall not be obligated to indemnify Landlord for environmental conditions existing on the Premises prior to the Effective Date unless and to the extent caused or exacerbated by any of the Tenant Parties (defined in Section 10.1), or for any Hazardous Materials discharged or released on the Premises because of the negligence of Landlord. Nothing herein shall waive or impair any other rights and remedies available to Landlord for Tenant's failure to comply with the provisions of this section.

9.4 Costs. The indemnifications of this Section 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

9.5 Survival. The provisions of this Section 9 will survive the expiration or termination of this Lease.

10. INDEMNIFICATION; RELEASE.

10.1 Tenant Indemnity. In addition to Tenant's obligations under Section 9.3, Tenant shall indemnify, hold harmless, release and defend Landlord, and its officers, agents, and employees against and from all claims, proceedings, actions, suits, demands, damages, costs, expenses, and/or liabilities of any kind or nature arising directly or indirectly from (a) the failure of Tenant to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations, or lawful direction now or hereafter in force of any public authority; (b) the condition of the Communication Facility; (c) the exercise of the rights granted by this Lease, and/or

(d) the act, omission, negligence or intentional misconduct on the part of Tenant or any of the other Tenant Parties. However, Tenant shall not be obligated to indemnify Landlord to the extent such claim, expense, or liability results from the negligence or willful misconduct of Landlord or its agents, employees, or contractors (the "Landlord Parties"). Any obligations of Tenant under this Lease shall be binding on all the other Tenant Parties, and Tenant shall be responsible for such other Tenant Parties.

10.2 Release. To the maximum extent permissible by law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant or any of the Tenant Parties unless caused by the negligence or willful misconduct of Landlord or its officers, agents, or employees.

10.3 Landlord Indemnity. To the extent permitted by law, Landlord shall hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), arising from the negligent or willful actions or failure to act of Landlord or the other Landlord Parties except to the extent attributable to the negligence or willful misconduct of any of the Tenant Parties.

10.4 No Personal Liability. To the fullest extent permitted by law, no official, employee, agent or representative of either Party shall be individually or personally liable for any obligation or liability of such Party under this Lease.

10.5 Survival. The provisions of this Section shall survive the termination or expiration of this Lease.

11. INSURANCE.

11.1 Required Insurance. Tenant and any Collocators shall carry during the Term, at its/their own cost and expense, the following insurance:

- (a) Commercial general liability with a minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence and Three Million and no/100 Dollars (\$3,000,000) aggregate limit. The policy shall include blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability and independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (b) All-risk property damage insurance for replacement of the Communication Facility and Tenant's property. Said insurance shall include coverage for all natural disasters, including earthquakes, hurricanes, tornadoes, and floods.
- (c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks, and/or rented automobiles and trucks, in the amount of (i) One Million and no/100 Dollars (\$1,000,000) for bodily injury and consequent death per occurrence, and Five Hundred Thousand Dollars (\$500,000) for property damage per occurrence, or One Million Dollars (\$1,000,000) combined single limit.

- (d) Workers Compensation in the minimum amount of the statutory limit, which shall not be less than One Million Dollars (\$1,000,000) of Employers Liability coverage.
- (e) Umbrella Liability insurance following the same form as the underlying commercial general liability, auto liability and employer's liability with limits not less than Five Million Dollars (\$5,000,000) over all other insurance required by this Lease.

11.2 General Requirements. The following conditions shall apply to the insurance policies required herein:

- (a) All insurance (other than the all-risk insurance, which shall commence no later than the date that Tenant obtains a building permit for the Communication Facility) shall commence no later than the Effective Date. Tenant shall provide Landlord with copies of the insurance policies, meeting the requirements set forth herein, and naming Landlord as an additional insured.
- (b) All insurance of Tenant shall be primary with respect to any insurance maintained by Landlord with respect to claims resulting from the Tenant's negligence and shall not call on Landlord's insurance for contributions.
- (c) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).
- (d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.
- (e) All insurance policies and certificates shall include a provision requiring thirty (30) day's written notice to Landlord of cancellation or reduction. On each anniversary of the Commencement Date, and at such other times as Landlord may reasonably request, Tenant shall provide Landlord with a certificate evidencing the coverages required hereunder.
- (f) Tenant's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease under which Landlord may in its sole discretion take immediate and unilateral action to suspend the rights of Tenant to operate pursuant to this Lease until said breach is corrected and/or to exercise such other rights and remedies available to Landlord.
- (g) Tenant's obligation to hold harmless and indemnify Landlord shall not be limited by the requirement for, or existence of, insurance coverage.
- (h) Landlord shall have the right to require Tenant to increase such limits at least every five (5) years when, during the term of this Lease, minimum limits of liability insurance

commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

12. REMOVAL.

12.1 Waiver of Liens. All portions of the Communication Facility and other equipment or materials brought onto the Property by Tenant or its Collocators will be and remain Tenant's personal property and may, at Tenant's option, be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being acknowledged by Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed at any time during the Term provided that Tenant restores the Premises in accordance with the provisions of Section 12.2.

12.2 Removal. Within one hundred twenty (120) days of the expiration or termination of this Lease, Tenant shall remove the Communication Facility and other equipment or materials brought onto the Property by Tenant or the Collocators or others, including, without limitation, the tower pad, foundations (to a level that is three (3) feet below grade), ground equipment, security fence and utilities, and restore the Premises, as provided herein. Tenant shall restore the Premises as close as is reasonably possible to its original condition, normal wear and tear and damage by fire or other casualty not caused by Tenant excepted. In the event that Tenant fails to remove the Communication Facility within said one hundred twenty (120) day period and/or to restore the Premises to the condition required herein, Landlord may use the Removal Bond to effectuate the same. If the Removal Bond is insufficient and Landlord elects to store the Community Facility, Tenant shall reimburse Landlord for all costs related thereto.

12.3 Survival. The provisions of this Section 12 shall survive the expiration or earlier termination of this Lease.

13. ASSIGNMENT AND SUBLETTING.

13.1 Assignment. Tenant shall not assign or transfer this Lease without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided, however, that Tenant may assign this Lease to any entity which is a parent, subsidiary or affiliate of Tenant, controls or is controlled by or under common control with Tenant, is merged or consolidated with Tenant; and/or acquires more than fifty percent (50%) of an ownership interest in Tenant or the assets of Tenant in the area in which the Property is located, without Landlord's prior written consent but with at least thirty (30) days prior written notice to Landlord.

13.2 Sublease. Tenant may, without Landlord's consent, sublet or license a portion or portions of the Premises for collocation by FCC-licensed wireless communication carriers and similar entities at market-based rents and fees, provided that Tenant pays Landlord the Sublease Rent as set forth in Section 4.3 above and that such Collocators are bound to comply with the terms of this Lease. Tenant shall provide Landlord with a memoranda of all subleases and licenses and

any amendments thereto for Collocators leasing or licensing space within the Premises within fifteen (15) days of entering into any such sublease, license or amendment, which memorandum shall identify the Collocators and all amounts to be paid by said Collocators to Tenant. Any subtenant of Tenant shall not have the right to further sublease or license their space to another entity or person. Tenant's failure to pay Landlord the Sublease Rent or to provide a memoranda related to any such sublease, license or amendment thereto shall constitute a material default under this Lease.

13.3 Subordination and Non-Disturbance. This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Landlord which may now or hereafter encumber the Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Tenant agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Tenant and/or Landlord shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this Section. In the event the Premises are encumbered by a Mortgage on the Commencement Date, Landlord shall obtain and furnish Tenant with a non-disturbance agreement in recordable form reasonably acceptable to Tenant from the holder of each Mortgage.

13.4 Mortgage. Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Communication Facility and may collaterally assign its rights to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Landlord shall execute such consent to financing as may reasonably be required by Secured Parties. Landlord agrees to notify Tenant and Tenant's Secured Parties (of which Landlord has received written notice) simultaneously of any default by Tenant, and to give Secured Parties the same right to cure any default as Tenant except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Tenant shall occur, or if Landlord shall terminate this Lease for any reason, Landlord will give the Secured Parties prompt notice thereof and Landlord will give the Secured Parties the right to enter upon the Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Communication Facility, provided that any such removal shall conform in all respects to the requirements of this Lease, including without limitation Section 12.2 above.

14. DEFAULT AND RIGHT TO CURE.

14.1 Default by Tenant

It shall be an "Event of Default" if:

- (a) Tenant fails to pay Rent or any other amounts due to Landlord under this Lease when due hereunder or maintain the insurance required hereunder, and such failure continues for fifteen (15) days after written notice from Landlord that the same is due;

- (b) Tenant fails to perform or observe any other term or condition contained in this Agreement and such failure is not cured within thirty (30) days after written notice from Landlord, provided, however, that if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Tenant commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable diligence, but in no event later than an additional sixty (60) day period;
- (c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver or trustee is appointed to take over and conduct the business of Tenant, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated not later than ninety (90) days after such declaration, election or appointment, unless (i) such debtor in possession, receiver or trustee shall within said ninety (90) days have remedied all defaults under this Lease; and (ii) such debtor in possession, receiver or trustee shall have within said ninety (90) days executed an agreement, duly approved by the Town, whereby such debtor in possession, receiver or trustee shall assume and agree to be bound by each and every term, provision and limitation of this Lease, and if in bankruptcy Tenant, for itself, for the debtor in possession, the receiver or trustee does, hereby waive its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the Court's Order for Relief.

In the Event of Default, Landlord shall have the right, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended (in which event Tenant shall pay Landlord the Termination Fee), and remove the Communication Facility and Tenant's other improvements on the Property if Tenant fails to remove the same in accordance with Section 12, without prejudice to any remedies which might be otherwise available to Landlord.

If Landlord is the prevailing party in any legal claim, Tenant agrees to reimburse Landlord for all costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all legal and court costs. Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

14.2 Default by Landlord. It shall be an event of default under this Lease if Landlord fails to perform any term or condition under this Lease within sixty (60) days after receipt of written notice from Tenant specifying the failure, provided, however, that no such failure will be deemed to exist if Landlord commences to cure the default within such sixty (60) day period and thereafter prosecutes the same to completion with reasonable diligence. In the event that Tenant

terminates this Lease because of Landlord's default hereunder, Landlord shall repay Tenant any prepaid Rent and Tenant shall have the right to pursue any and all remedies available to it at law and/or equity.

15. NOTICES.

Any notice required or permitted to be given in writing under this Lease shall be (a) mailed by certified mail, postage prepaid, return receipt requested, (b) sent by overnight air courier service, (c) personally delivered to a representative of the receiving Party, or (d) sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section). Notice will be addressed to the parties at the addresses set forth below. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

If to Tenant, to:

Diamond Towers V LLC
120 Mountain Ave.
Springfield, NJ 07081
Attn: Lease Administration

With a copy to:

Diamond Towers V LLC
120 Mountain Ave.
Springfield, NJ 07081
Attn: Legal Department

If to Landlord, to:

City of North Adams Airport
Commission
10 Main Street
North Adams, MA 01247
Attention: Chair

With a copy to:

KP Law, P.C.
City Solicitor
101 Arch Street
Boston, MA 02110
Attention: Shirin Everett, Esq.

16. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a substantial portion of the Premises sufficient, in Tenant's reasonable determination, to render the Premises substantially unsuitable for Tenant's use, Tenant may terminate this Lease, without the payment of the Termination Fee, by written notice thereof to Landlord, and this Lease will immediately terminate. Upon such termination, this Lease shall become null and void, and Landlord and Tenant shall have no other further obligations to each other hereunder, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the unamortized value of its Communication Facility.

17. CASUALTY.

Landlord will provide prompt notice to Tenant of any casualty affecting the Property. If Tenant's Communication Facility or improvements are substantially damaged or destroyed, Tenant or Landlord may terminate this Lease upon written notice to the other. Termination shall be effective immediately after such notice is given, without the payment of the Termination Fee. Upon such termination, this Lease shall become null and void, and Landlord and Tenant shall have no other further obligations to each other hereunder, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. If the Town has not terminated this Lease and Tenant elects to continue this Lease, Tenant shall, use good faith and commercially reasonable efforts to restore the Premises and/or Communication Facility to the condition existing immediately prior to such damage or destruction, and Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, if available, at no additional Rent until the reconstruction of the Premises and/or Communication Facility is completed.

18. MISCELLANEOUS.

18.1 Landlord's Access Rights. Landlord shall have a right of access to the Premises at all times, to inspect the Communication Facility, to take necessary actions to protect the property or persons on the Property, to enforce the terms of this Lease, or for any other purpose. Except in cases of emergency, the Landlord must give Tenant at least twenty-four (24) hours' notice of any request for access to the Premises. In the event of an emergency, Landlord shall give Tenant notice of any access as soon thereafter as practical. Landlord shall comply with any reasonable rules and regulations of Tenant to ensure that Landlord does not damage the Tower or any improvements or other equipment installed on the Premises or Tower.

18.2 Landlord's Responsibilities. Upon the payment of Rent and the performance of all applicable terms of this Lease, Tenant shall have the right to quiet use and enjoyment of the Premises for the purposes provided for in this Lease only, recognizing, however, that the Property shall continue to be used by the City of North Adams Airport Commission, and that the Commission shall, as owner, have unimpeded access to the Property, including the Premises, at all times (subject to the notice provision).

18.3 No Indirect/Consequential Damages. Neither Landlord (or the other Landlord Parties) nor Tenant (or the other Tenant Parties) shall have liability to the other or to their subtenants or licensees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The provisions hereof shall survive the expiration and/or the termination of this Lease.

18.4 Amendment; Waiver. This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

18.5 Short Form Lease. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum

of Lease substantially in the form attached hereto and incorporated herein as Exhibit C. Either party may record this memorandum at any time, in its absolute discretion.

18.6 Bind And Benefit. The terms and conditions contained in this Lease will run with the Premises and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

18.7 Severability. If any term or condition of this Lease is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

18.8 As-Built Drawings. Tenant shall provide Landlord with two (2) sets of as-built drawings upon completion of construction.

18.9 Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; (v) use of the terms "termination" or "expiration" are interchangeable, (vi) reference to a default will take into consideration any applicable notice, grace and cure periods, and (vii) references to "Tenant" and "Landlord" shall, where appropriate, include the other Tenant Parties and Landlord Parties, respectively.

18.10 Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

18.11 No Option. The submission of this Lease for examination or consideration does not constitute a reservation of or option for the Premises. This Lease will become effective as an agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

18.12 No Limitation of Regulatory Authority. The parties acknowledge that nothing in this Lease shall be deemed to be an agreement by Landlord to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of Landlord or any regulatory authority of Landlord to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable legal requirements.

18.13 No Presumptions Regarding Preparation of Lease Agreement. The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease.

18.14 Survival. Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease shall so survive.

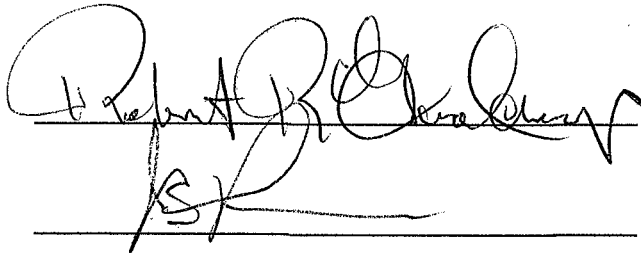
18.15 Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Tenant submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Lease.

[signature page follows]

In Witness Whereof, the parties hereto have caused this Lease Agreement to be executed
on this 25th day of November, 2025.

LANDLORD:

CITY OF NORTH ADAMS, MA,
By the City of North Adams Airport
Commission



TENANT:

DIAMOND TOWERS V LLC

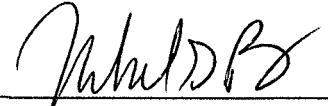
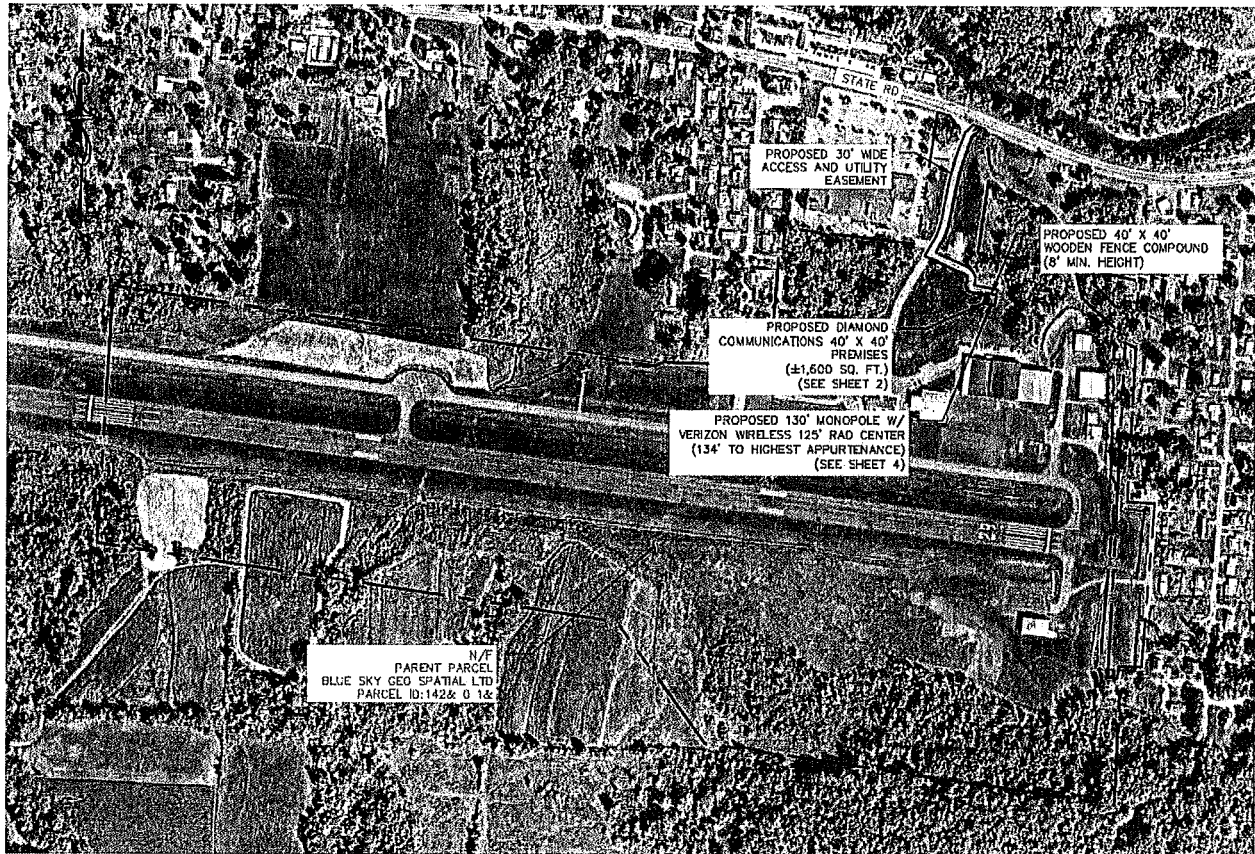
By: 
Name: Michael G. Brett
Title: COO

EXHIBIT A

Plan of the Premises And Location of Communication Facility



[EXHIBIT A CONTINUES NEXT PAGE]

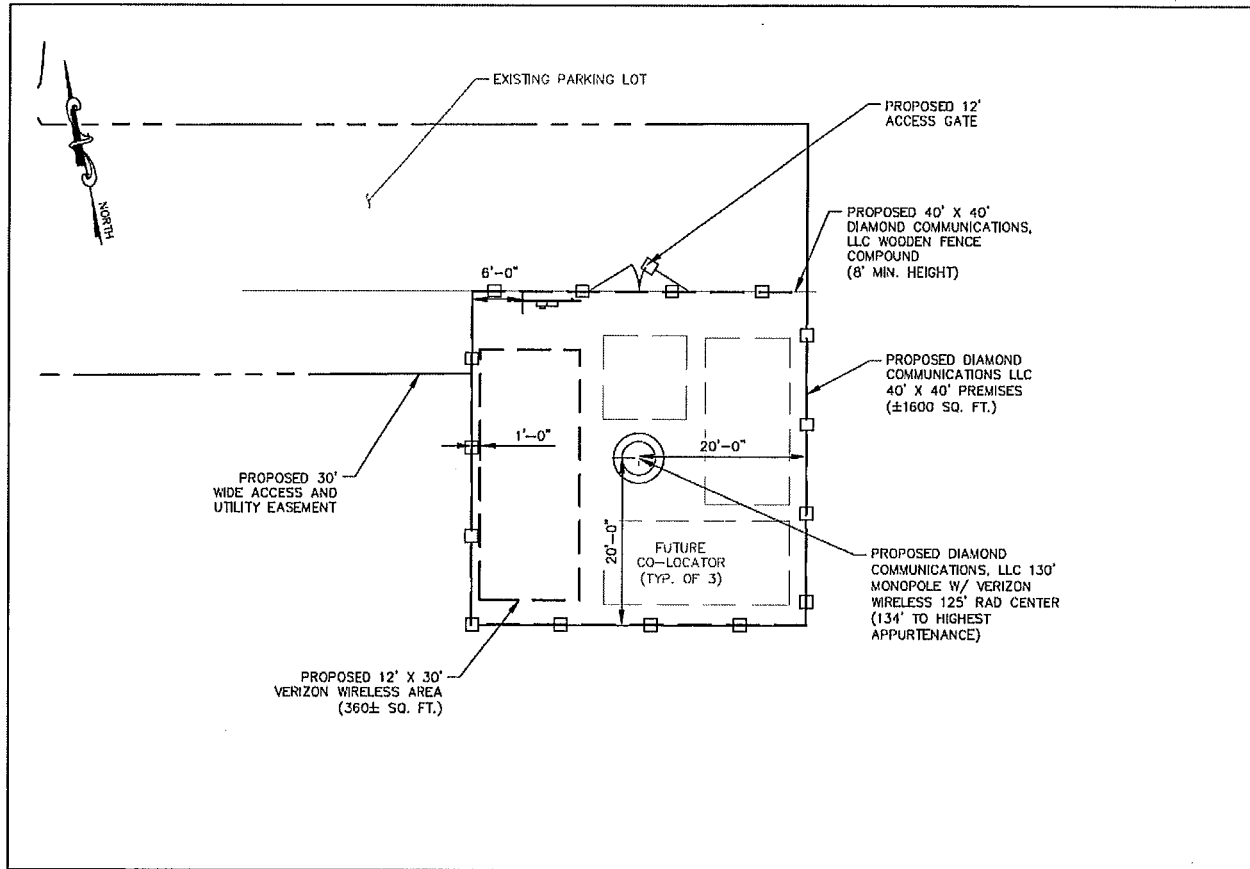


NOTE: Above site plan to be replaced by As-Built Survey.

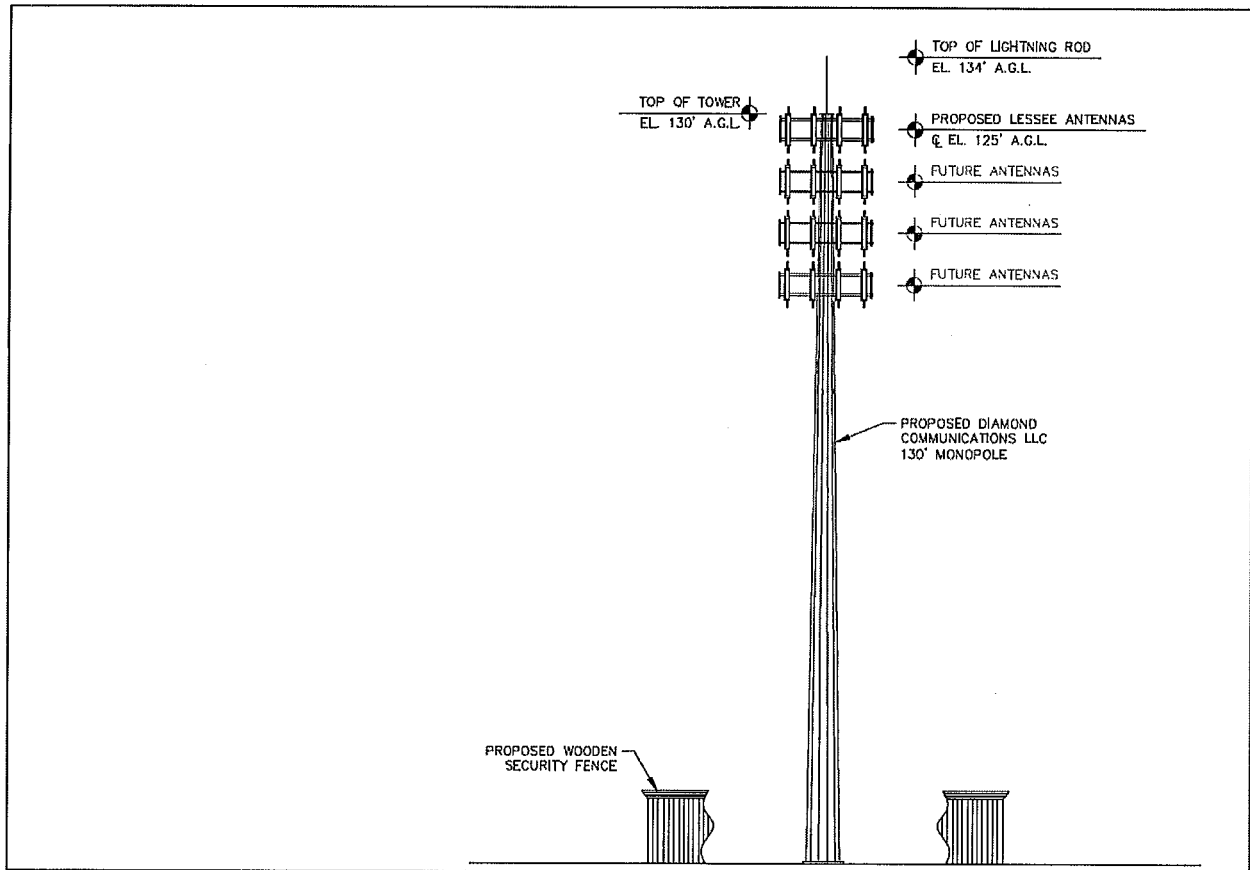
EXHIBIT B

Equipment Plan

Tenant's Communication Facility is more particularly described and depicted as follows:



[EXHIBIT B CONTINUES NEXT PAGE]



*Note: To be replaced by As-Built Survey.

EXHIBIT C

Form of Memorandum of Lease

[Begins next page]

MEMORANDUM OF LEASE

In accordance with G.L. c.183, §4, notice is hereby given of a Lease dated as of _____, 2025 (the "Lease"), by and between the City of North Adams Airport Commission (the "Commission"), on behalf of the City of North Adams, Massachusetts, a Massachusetts municipality, having an address of 10 Main Street, North Adams, MA 01247 ("Landlord"), and Diamond Towers V LLC, a Delaware limited liability company, having an address of 120 Mountain Ave., Springfield, NJ 07081 ("Tenant").

The premises leased to Tenant consists of approximately one thousand six hundred square feet (the "Premises") located on the parcel of land located at 836 State Road, City of North Adams, County of Berkshire, Commonwealth of Massachusetts, Parcel Number 142-0-1, as shown on Assessor's Map ___ as Parcel _____, and described in deeds recorded with the Worcester South District Registry of Deeds in Book _____, Page _____, and containing one hundred thirty-two (132) acres, more or less, in the aggregate (the "Property"). The Premises are shown more particularly in Exhibit A, attached hereto and incorporated herein.

The term of the Lease is ten (10) years, commencing no later than _____, 2025 and terminating on _____, 2035. Tenant shall have the right to extend this Lease for four (4) additional and successive five (5) year terms, for a total maximum term of thirty (30) years.

Executed by Landlord and Tenant as of this ____ day of _____, 2025.

LANDLORD:

TENANT:

CITY OF NORTH ADAMS, MA,
By the City of North Adams Airport
Commission

DIAMOND TOWERS V LLC

Exhibit Only – Not for Signature

By: Exhibit Only – Not for Signature

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, member of the City of North Adams Airport Commission, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the City of North Adams Airport Commission.

Notary Public
My Commission Expires:

STATE OF NEW JERSEY

COUNTY OF _____, ss

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

Notary Public
My Commission Expires:

Exhibit A
Description of Premises

*Note: To be replaced by As-Built Survey.

Prepared by:

Diamond Towers V LLC
120 Mountain Ave.
Springfield, NJ 07081
Legal Dept.

Site Name: Harriman and West Airport MA067

MEMORANDUM OF LEASE

In accordance with G.L. c.183, §4, notice is hereby given of a Lease dated as of November 25, 2025 (the "Lease"), by and between the City of North Adams Airport Commission (the "Commission"), on behalf of the City of North Adams, Massachusetts, a Massachusetts municipality, having an address of 10 Main Street, North Adams, MA 01247 ("Landlord"), and **Diamond Towers V LLC**, a Delaware limited liability company, having an address of 120 Mountain Ave., Springfield, NJ 07081 ("Tenant").

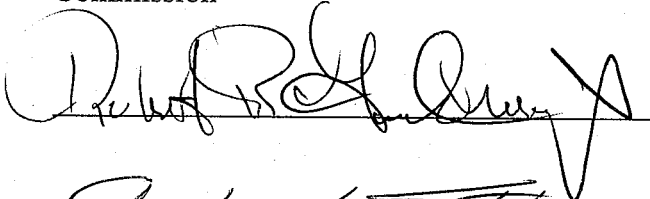
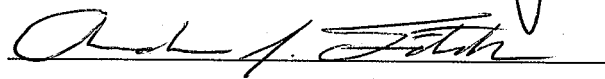
The premises leased to Tenant consists of approximately one thousand six hundred (1,600) square feet (the "Premises") located on the parcel of land located at 836 State Road, City of North Adams, County of Berkshire, Commonwealth of Massachusetts, Parcel Number 142-0-1, as shown on Assessor's Map 12 as Parcel 1 and containing one hundred thirty-two (132) acres, more or less, in the aggregate (the "Property"). The Premises are shown more particularly in Exhibit A, attached hereto and incorporated herein.

The term of the Lease is ten (10) years, commencing no later than _____, 2025 and terminating on _____, 2035. Tenant shall have the right to extend this Lease for four (4) additional and successive five (5) year terms, for a total maximum term of thirty (30) years.

Executed by Landlord and Tenant as of this 24 day of November 2025.

LANDLORD:

CITY OF NORTH ADAMS, MA,
By the City of North Adams Airport
Commission

Commonwealth of Massachusetts

County of Berkshire

On this 24th day of November, 2025, before me, the undersigned notary public,
personally appeared Robert R. Grandchamp + Andrew Fitch,
member of the City of North Adams Airport Commission, as aforesaid, proved to me through
satisfactory evidence of identification, which was
Driver's license, to be the person whose name is signed on
the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily
for its stated purpose on behalf of the City of North Adams Airport Commission.



Notary Public

My Commission Expires:

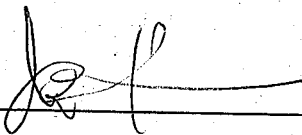


Pamela E. Sisto
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
May 29, 2031

Executed by Landlord and Tenant as of this 25 day of NOV, 2025.

LANDLORD:

CITY OF NORTH ADAMS, MA,
By the City of North Adams Airport
Commission

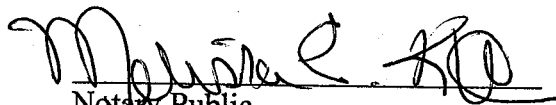


Commonwealth of Massachusetts

County of Berkshire

On this 25 day of NOV, 2025, before me, the undersigned notary public,
personally appeared JAMES HASKINS,
member of the City of North Adams Airport Commission, as aforesaid, proved to me through
satisfactory evidence of identification, which was
NA DL, to be the person whose name is signed on
the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily
for its stated purpose on behalf of the City of North Adams Airport Commission.




Notary Public
My Commission Expires:

TENANT:

DIAMOND TOWERS V LLC

By: Micheal G. Brett

Name: Micheal G. Brett

Title: COO

Date: 10/1/25

State of New Jersey

County of Union, ss

On this 1st day of October, 2025, before me, the undersigned notary public, personally appeared Michael G. Brett, ~~proved to me through satisfactory evidence of identification, which was personally known to me,~~ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as COO of Diamond Towers V LLC.

Rubelquis Doleo
Notary Public
My Commission Expires: 9/12/29

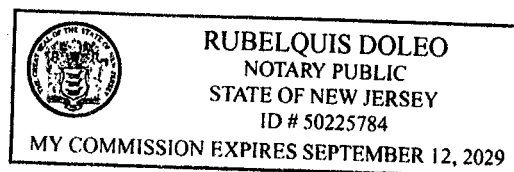


Exhibit A

Description of Premises

*Note: To be replaced by As-Built Survey.



Diamond Towers V LLC
120 Mountain Avenue/PO Box 619
Springfield, New Jersey 07081

Sent Via UPS Overnight and via Email -Tracking # 1Z 980 4R3 02 9505 7824

August 13, 2026

Mr. Thomas Peterson, Director of Purchasing
City of North Adams Airport Commission
10 Main Street
North Adams, MA 01247

RE: NOTICE OF DUE DILIGENCE EXTENSION OF LEASE AGREEMENT
Site Name: MA067 – HARRIMAN AND WEST AIRPORT
Site Address: 836 State Road, North Adams, Berkshire County, Massachusetts
Parcel: 142-0-1

Dear Mr. Peterson,

In reference to the above captioned site and as per the Lease Agreement dated November 25, 2025, (the "Agreement") by and between the City of North Adams Airport Commission (the "Commission") on behalf of the City of North Adams, Massachusetts ("Landlord") and Diamond Towers V LLC ("Tenant"), Diamond Communications as Tenant hereby wishes to extend the Initial Diligence Period.

As per Section 5.2 of the Lease Agreement, the current Initial Diligence Period is due to expire on August 25, 2026. Tenant wishes to extend the Initial Due Diligence Period by an additional ninety (90) days due to extended environmental reviews that were required for the property, including a Phase II environmental assessment and wetland delineation. These environmental reviews were not originally anticipated and have delayed the overall project timeline. As a result of these delays, our carrier, Verizon, shifted the site into its 2027 budget.

The budget shift then further delayed our zoning submission, as Verizon has still not yet provided the remaining materials required to complete the zoning package, including antenna specifications and coverage maps. Until those materials are provided, we're unable to submit a complete zoning application.

Accordingly, Tenant will be separately requesting an extension of the Initial Diligence Period beyond the initial ninety (90) days contemplated under the Lease. We are preparing a formal amendment to the Agreement and will forward it shortly for your review, approval, and signature. If the proposed amendment is not approved, this correspondence shall serve as Tenant's formal written request to extend the Due Diligence Period for an additional ninety (90) days, commencing the Extended Due Diligence Period on August 25, 2026.

Should you have any questions or concerns, please feel free to contact me at (973) 635-3600 or via e-mail at sregan@diamondcomm.com.

Sincerely,

Suzanne Regan

Suzanne Regan
Lease Administration

C: File

KP Law, P.C.-101 arch Street, Boston, MA 02110 – Shirin Everett, Esquire
UPS tracking # 1Z 980 4R3 02 9983 3031

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (“First Amendment”) as of the date of the last signature, (the “Effective Date”) is by and between Diamond Tower V LLC (“Tenant”), a Delaware limited liability company and City of North Adams Airport Commission (“Commission”).

WITNESSETH:

WHEREAS, Commission and Tenant entered into that certain Lease dated November 25, 2025 (“Lease”)

WHEREAS, Commission and Tenant desire to extend the Due Diligence Period.

NOW THEREFORE, in consideration of the forgoing promises and other valuable consideration contained herein, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, the parties agree to amend the Lease as follows:

1. Notwithstanding any provisions contained within the Lease, the Due Diligence Period set forth in the Lease is extended for an additional nine (9) months, commencing on August 26, 2026.

Except as otherwise expressly set forth herein and amended by this First Amendment, all terms of the Lease shall remain in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease. If there is any conflict between the terms and conditions of this First Amendment and the terms and conditions of the Ground Lease or any prior addendum to the Lease, the terms and conditions of this First Amendment shall prevail.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

COMMISSION
City of North Adams Airport Commission

TENANT
Diamond Tower V LLC

Draft Only - Not for Signature
By: _____
Title: _____
Date: _____

Draft Only - Not for Signature
By: Michael G. Brett
Title: Chief Operating Officer
Date: _____

DRAFT