

SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Amendment 2"), dated as of the latter of the signature dates below, is by and between M & B Towers LLC, a New York limited liability company, having a mailing address of 434 Rutgers Road, West Babylon, NY 11704 ("Tenant") and The Village of Croton-on-Hudson, a New York municipal corporation, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Landlord").

WHEREAS, Landlord and Tenant's first predecessor in interest, Nextel of New York, Inc. ("Nextel"), entered into a Communication Site Lease Agreement dated February 9, 2006 ("Lease") wherein Landlord granted Nextel the lease rights necessary to operate wireless communication facilities from Landlord's property;

WHEREAS, Landlord and Nextel entered into Amendment No. (1) to Communications Site Lease Agreement dated June 1, 2007 ("Amendment 1") wherein Landlord and Nextel agreed to amend the Lease to change the location of the communications facilities on Landlord's property;

WHEREAS, Nextel and Tenant's second predecessor in interest, Homeland Towers, LLC ("Homeland") entered into an Assignment and Assumption of Lease Agreement dated July 17, 2008 wherein Nextel assigned to Homeland its interest in the Lease and Amendment 1;

WHEREAS, Homeland and Tenant entered into an Assignment and Assumption of Prime Lease and Subtenant Leases dated December 18, 2009 wherein Homeland assigned to Tenant its interest in the Lease and Amendment 1;

WHEREAS, Landlord and Tenant, in their mutual interests, desire to amend the Lease and Amendment 1 as set forth below accordingly;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, the parties agree as follows:

1. Additional Rent. Landlord and Tenant agree that the Rent that Tenant is required to pay Landlord pursuant to Paragraph 4(a) of the Lease will be increased by an additional Two Hundred Dollar (\$200.00) per month and that this additional rent will be due starting on the first day of the month following the latter date of (a) Landlord's signature of this Amendment 2 pursuant to a valid resolution authorizing the same; and (b) issuance of the required Village of Croton on Hudson permits for the use of the additional ground space described in paragraph 3 of this Amendment 2. Thereafter, the Rent will continue to escalate at the same annual rate as defined in Paragraph 4(a) of the Lease.

2. Modification of Term. Landlord and Tenant agree that the Term in Paragraph 3 of the Lease will be amended to include an additional 4 (4) successive five (5) year periods ("Additional Renewal Terms") which shall extend the Lease automatically for each successive Additional Renewal Term on the same terms and conditions as set for in the Lease unless Tenant

notifies Landlord of its intention not to renew prior to the commencement of the succeeding Additional Renewal Term.

3. Modification to Premises. Landlord and Tenant agree that the Premises in Paragraph 1 of the Lease and Paragraph 1.1. of Amendment 1 will be amended to include the additional ground space depicted in the site plan which is attached as Exhibit A of this Amendment 2., and all access and utility easements necessary or desirable therefor as may be described generally in Exhibit A. Landlord and Tenant understand that this additional ground space is necessary to allow Tenant to enter into additional sublease agreements with additional subtenants.

4. Modification of Tenant Notice Addresses. Landlord and Tenant agree that Section 19(e) of the Lease, which was subsequently modified by Amendment 1 will be further modified to change Tenant's notice address as follows:

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of Tenant as set forth below:

Tenant:

M & B Towers LLC
434 Rutgers Road
West Babylon, NY 11704

And with a copy to:

M & B Towers LLC
20146 Spanish Wells Drive
Wilmington, NC 28405

And with an electronic copy to: LMooney@IslandTowersLLC.com

5. Representation of Authority to Enter into Amendment 2. Landlord and Tenant represent to each other that each party has entered into the resolutions and other legal requirements necessary to lawfully enter into this Amendment 2. A copy of the resolution authorizing Landlord to enter into this Amendment 2 is attached as Exhibit B.

6. Other Terms and Conditions Remain. Landlord and Tenant agree that in the event of any inconsistencies between the Lease, Amendment 1 and this Amendment 2, the terms of Amendment 2 shall control. Except as expressly set forth in this Amendment 2, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to Amendment 1 and this Amendment 2.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES TO APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

“LANDLORD”

Village of Croton-on-Hudson

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

“TENANT”

M & B Towers LLC

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

EXHIBIT A

(site plan by Tectonic Engineering Consultants, Geologists and Land Surveyors D.P.C.,)

LEASED SPACE EXPANSION AREA
The Portion of Leased Space Expansion area that will be utilized will be fenced in prior to the use of the area. Current proposed design includes fencing in area of 12'x10'. Final design subject to change based on subtenant design and Village application review.

PROPOSED INSTALLATION TO BE STRUCTURALLY ANALYZED BY PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK



ENLARGED SITE PLAN



Tutorix

Re: Additional
Ground Space/
Leased Space

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

	PG	JQ	MI
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RFDS REV #:

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/28/21	ISSUED FOR REVIEW
B	09/14/21	ISSUED PER COMMENTS

A&E PROJECT NUMBER
10710.NJJER01346A

DISH WIRELESS PROJECT INFORMATION

NJJER01346A

1 GATEWAY PLAZA
CROTON ON HUDSON, NY 10520

SHEET TITLE

ENLARGED SITE PLAN

SHEET NUMBER

A-1

Exhibit B

(Resolution /Approval authorizing Landlord to Enter into Amendment 2)