

**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 1 Van Wyck Street, Croton-on-Hudson, New York 10520 (“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 full execution of this Amendment 2 by Landlord and Tenant. 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 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

**4. 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.

**5. 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.

**6. 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**

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