LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") dated as of the latter of the signature dates below (the "**Effective Date**"), is made this 8th day of DEC, 2021 by and between, WCG Omni, LLC, a Michigan limited liability company (the "**Landlord**"), whose address is 365 Route 59, Suite 110, Airmont, NY 10952, and CitySwitch II-A, LLC, a Georgia limited liability company (the "**Tenant**"), whose address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345.

WHEREAS, Landlord owns certain real property located the County of Wayne, in the state of Michigan, that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. **RIGHT TO LEASE.**

(a) Landlord grants to Tenant right to lease a portion of the Property measuring approximately 2,500 square feet as described on attached **Exhibit 2**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 2** (collectively, the "**Premises**").

(b) From and after the Effective Date as set forth above for the time period set forth below (the "**Testing Period**"), and at any time during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to survey and review title on the Property, inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion modifiwill not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the use of the Property during the Testing Period, Tenant agrees to pay Landlord the sum of Five Thousand Dollars ($5,000.00) within thirty (30) business days of the Effective Date. The Testing Period will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Testing Period**") and will be automatically renewed for three (3) additional one (1) year periods ("**Renewal Testing Period**"). Tenant will pay Five Thousand Dollars ($5,000.00) to Landlord for each Renewal Testing Period.

(d) During the Initial Testing Period and any extension thereof, Tenant may commence the Initial Term of this Lease by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. If Tenant does not commence the Lease during the Initial Testing Period or any extension thereof, this Lease will terminate, and the parties will have no further liability to each other.

2. TERM.

(a) The initial term shall commence on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term. Unless extended or sooner terminated as herein provided, the term shall be for a period of one hundred twenty (120) months following the Commencement Date ("**Initial Term**").

(b) Tenant shall have the option to extend the term of this Lease for four (4) successive additional periods of 60 months each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

(c) Unless (i) Tenant notifies Landlord in writing of its intention to terminate this Lease at least six (6) months prior to the expiration of the final Renewal Term, or (ii) the Lease is terminated as otherwise permitted by this Lease prior to the end of the final Renewal Term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by Tenant giving written notice to Landlord of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Renewal Term. If Tenant remains in possession of the Premises after the termination of this Lease, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Lease.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

3. RENT.

(a) Tenant shall pay rent to Landlord commencing on the first day of the month following one hundred and twenty (120) days following the date that Tenant commences construction (the "**Commencement Date**") a monthly rental payment of Two Thousand Dollars ($2,000.00) ("**Rent**"), on or before the fifth (5th) day of each calendar month in advance. Payments will be made via electronic funds transfer ("**EFT**") directly to Landlord's bank account unless otherwise directed. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date. Rent will increase 1.5% on an annual basis.

(b) All charges payable under this Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Lease.

4. TAXES. Landlord shall pay when due all taxes and all other fees and assessments attributable to the Property and Premises and shall avoid any delinquencies with respect thereto and shall protect and indemnify Tenant for any lack of such payment. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon. Tenant shall also have the right to deduct the full amount of the payment or taxes paid by Tenant on Landlord's behalf from future installments of Rent. Tenant shall be liable for all directly attributable taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. USE.

(a) The Premises are being leased for the purpose of erecting, installing, operating and maintaining radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, and related equipment ("**Communications Facility**"). Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant. Tenant shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

(b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. In the event that the tower to be constructed by Tenant on the Premises is a guyed tower, Landlord also grants Tenant an easement in, over, across and through Landlord's real property for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors. Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

6. ACCESS AND UTILITIES.

(a) At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.

(b) Landlord represents that Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises.

(c) Landlord represents that the Premises abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by paved public right-of-way with adequate curb cuts available.

7. EQUIPMENT, FIXTURES AND SIGNS. All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. At any time during

the term of this Lease and within a reasonable time after termination hereof, Tenant shall be obligated, to remove their equipment, structures, fixtures, signs, and personal property from the Premises.

8. ASSIGNMENT AND SUBLEASE. Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Tenant shall be entitled to sublease or grant licenses to use the Premises and/or the radio tower or any structure or equipment on the Premises without the prior written consent of Landlord, but no such sublease or license shall relive or release Tenant from its obligations under the Lease. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

9. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the permitted use described in Section 5 and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. Any recording by the Tenant against the Property shall be reviewed and approved by the Landlord, not unreasonably withheld.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

10. WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.

(b) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

(c) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of the Communications Facility, roadways, utilities, guy wires or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord.

11. ENVIRONMENTAL.

(a) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced, or received by Landlord regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB,

formaldehyde, chlordane, or heptachlor or other hazardous substances, materials, or wastes have been placed, stored, disposed, or discharged on, under or about the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises, or any other person. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials, substances or wastes on the Premises. Landlord represents and warrants that Tenant shall not be liable for any hazardous materials, substances, or wastes on, under, or about the Premises prior to Tenant's occupancy of the Premises, and Tenant shall not be liable for any violation or environmental law related to the Premises prior to Tenant's occupancy of the Premises.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Lease.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord.

12. INDEMNITIES.

(a) The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "**Indemnified Persons**"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 12 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

13. WAIVERS

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory

profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THIS LEASE, EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

14. INSURANCE.

(a) Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than $1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

(b) Landlord shall carry, at no cost to Tenant, general property fire, hazard and casualty insurance appropriate for Landlord's improvements on Landlord's Property, and in such amounts to cause the replacement/restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

15. INTERFERENCE.

(a) During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (i) for any of the uses contemplated in paragraph 5 herein; or (ii) if such lease, license, or easement would detrimentally impact or interfere with Tenant's communications facilities, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.

(b) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(c) For the purposes of this Lease, "interference" may include, but is not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

16. RIGHT OF FIRST REFUSAL. If during the term of this Lease, Landlord receives a bona fide arm's length offer, that Landlord is willing to accept, from any third party to purchase (in whole or in part) (i) Landlord's interest under this Lease; (ii) Landlord's rights to receive rents under the terms of this Lease; (iii) the Premises, and/or (iv) to purchase an easement or any other interest in the land underneath the Premises or underneath areas of access and or utility service to the Premises, (the "**Purchase Offer**"), Landlord shall serve a written notice (the "**Transfer Notice**") upon Tenant. The forgoing rights, interest, and property described in (i), (ii), (iii), and (iv) herein shall collectively be referred to as the "**Interest**". The Transfer Notice shall set forth the exact terms of the Purchase Offer so received, together with a copy of such offer, and shall state Landlord's desire to sell the Interest on such terms and conditions. Thereafter, Tenant shall have the right of first refusal ("**Right of First Refusal**") and option to so lease or purchase the same. If Tenant desires to exercise its option to purchase the Interest, it shall give written notice (the "**Counter Notice**") to that effect to Landlord within thirty (30) days after receipt of the Transfer Notice by Tenant. The closing

of the purchase and sale of the Interest pursuant to this option shall occur at the time set forth in the Purchase Offer, provided that Tenant shall not be required to Close before the fifteenth (15th) day following the date of the Counter Notice. Tenant's failure to give a timely Counter Notice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Purchase Offer or and future Purchase Offers. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 16, the sale, conveyance, assignment or transfer shall be void.

17. SALE OF PROPERTY. If at any time during the Term of this Lease, Landlord decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Premises, within ten (10) days of such transfer, Landlord or its successor shall send the new deed to the Premises, Bill of Sale or Transfer, New IRS Form W-9, and full contact information for the new purchaser to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Lease shall not be an event of default and Tenant reserves the right to hold payments due under this Lease. If Landlord sells the Premises or a portion thereof to a third party, and the sale does not include the assignment of Landlord's full interest in this Lease, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Lease, including Landlord's obligation to cooperate with Tenant as provided hereunder.

18. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the Communications Facility. Tenant may also undertake any other appropriate means to restrict access to its Communications Facility.

19. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

20. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Lender.

21. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as

Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 21, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's permitted use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

22. DEFAULT.

(a) The failure of Tenant or Landlord to perform any of the covenants of this Lease shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

(b) Should the defaulting party fail to cure a default under this Lease, the other party shall have all remedies available either at law or in equity, including the right to terminate this Lease. In the event Landlord elects to terminate this Lease due to a default by Tenant, it shall continue to honor all sublicense commitments made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease.

23. ATTORNEY'S FEES. If there is any legal proceeding between Landlord or Tenant arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

24. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superceded and replaced by the terms hereof.

25. LENDER'S CONTINUATION RIGHTS.

(a) Landlord agrees to recognize the leases/licenses of all subtenants and sublicensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's Lender (as hereinafter defined) as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of the terms of the Lease, within fifteen days after the occurrence thereof, at such address as is specified by Lender. Landlord further agrees that no default under the Lease shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of the Lease, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Lender the foregoing notice and periods to cure any default or breach under the Lease.

(d) Landlord hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to the Lease to the lien and security interest of Lender in the collateral securing all indebtedness at any time owed by Tenant to the Lender (the "**Collateral**"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Lender or the Lease, Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

(e) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under the Lease.

(f) During the term of this Lease, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Premises (an "**Encumbrance**") without the prior written consent of Tenant; provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Premises to a first mortgage lien if its lender shall agree for itself and its lender, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant: (1) to be bound by the terms of this Lease; (2) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; and (3) not to join Tenant as a party defendant in any such foreclosure proceeding taken by it. With regard to any existing Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the holder thereof to execute a customary *Subordination Non-disturbance and Attornment Agreement* providing to Tenant the rights afforded to Tenant above with regard to future first mortgage liens.

26. NOTICE TO LENDOR/RIGHTS TO CURE.

(a) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Lease; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Mortgage**") Tenant's interest in this Lease to a lender (such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "**Lender**"), Tenant or such Lender shall give Landlord prompt notice of such Mortgage and furnish Landlord with a complete and correct copy of such Mortgage, certified as such by Tenant or such Lender, together with the name and address of such Lender. After receipt of the foregoing, Landlord shall give to such Lender, at the address of such Lender set forth in such notice, and otherwise in the manner provided by Section 29 of this Lease, a copy of each notice of default hereunder at the same time as, and whenever, any such notice of default shall thereafter be given by Landlord to Tenant, and no such notice of default by Landlord shall be deemed to have been duly given to Tenant unless and until a copy thereof shall have been so given to Lender. Notices to Lender under this Section 26 shall be deemed given on the date received by Lender. Lender (i) shall thereupon have a period of ninety (90) days more than given to Tenant in each instance in the case of a default in the payment of rent and in the case of any other default, for remedying the default or causing the same to be remedied; provided, however, if any non-rent default is not capable of remedy by Lender within such ninety (90) day period, Lender shall have such ninety (90) day period to commence curing the default and such greater period of time as is necessary to complete same with due diligence, and (ii) shall, within such periods and otherwise as herein provided, have the right to remedy such default or cause the same to be remedied. Landlord shall accept performance by a Lender of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant. Notwithstanding anything to the contrary contained herein,

if the default is of such a nature that it cannot be cured by Lender (for example, the bankruptcy of Tenant), such event shall not be a default under this Lease.

(b) Notwithstanding any of the provisions of this Lease to the contrary, no default by Tenant shall be deemed to exist as long as Lender within the periods set forth in paragraph (a) above shall have delivered to Landlord its written agreement to take the action described in clause (i) or (ii) herein and thereafter, in good faith, shall have commenced promptly either (1) to cure the default and to prosecute the same to completion, or (2) if possession of the Premises is required in order to cure the default, to institute foreclosure proceedings and obtain possession directly or through a receiver, and to prosecute such proceedings with diligence and continuity and, upon obtaining such possession, commence promptly to cure the default and to prosecute the same to completion with diligence and continuity, provided that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Tenant under this Lease, to the extent they are reasonably susceptible to being performed by Lender, are being performed. However, at any time after the delivery of the aforementioned agreement, Lender may notify Landlord, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued or will discontinue them, and in such event, Lender shall have no further liability under such agreement from and after the date it delivers such notice to Landlord, and, thereupon, Landlord shall have the unrestricted right to terminate this Lease and to take any other action it deems appropriate by reason of any default, and upon any such termination the provisions of Section 27 below shall apply. Notwithstanding anything to the contrary contained herein, provided such Lender shall have otherwise complied with the provisions of this Section 26, such Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender.

(c) Except as provided in Section 26(a) above, no Lender shall become liable under the provisions of this Lease or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate credited hereby or thereby. This Lease shall not be amended or modified without the consent of any Lender which has delivered the notice provided for in Section 26(a) hereof. In the event that a Lender shall become the owner of such leasehold estate, such Lender shall not be bound by any modification or amendment of the Lease made subsequent to the date of the Mortgage and delivery to Landlord of the notice provided in Section 26(a) hereof and prior to its acquisition of such interest unless Lender shall have consented to such modification or amendment at the time it was made or at the time of such acquisition.

27. RIGHT TO NEW LEASE.

(a) In the case of termination of this Lease for any reason, or in the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to a Lender whose name and address Landlord has received pursuant to notice made in compliance with the provisions of Section 26(a), at the address of such Lender set forth in such notice, and otherwise in the manner provided by Section 29 of this Lease. Landlord, on written request of such Lender made any time within thirty (30) days after the giving of such notice by Landlord, shall promptly execute and deliver a new lease of the Premises to Lender or its designee or nominee, for the remainder of the term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the term of this Lease) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that such Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (ii) shall cure all defaults existing under this Lease which are susceptible to being cured by such Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided such Lender shall have otherwise complied with the provisions of this Section 27, such Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of Tenant).

(b) Any such new lease and the leasehold estate thereby created shall, subject to the same conditions contained in this Lease, continue to maintain the same priority as this Lease with respect to any mortgage, including any fee mortgage, encumbering the Premises or any part thereof or any leasehold interest therein or any other lien, charge or encumbrance thereon whether or not the same shall then be in existence. Any new lease made pursuant to this Section

25 shall be accompanied by a conveyance of Landlord's interest, if any, to the improvements on the land demised hereby (free of any mortgage or other lien, charge or encumbrance created or suffered to be created by Landlord but not any mortgage or other lien, charge or encumbrance created or suffered to be created by Tenant) for a term of years equal in duration to the term of the new lease as the same may be extended pursuant to the provisions of said new lease, subject, however, to any lease of such improvements theretofore made by Tenant, as landlord, which is then in effect. Concurrently with the execution and delivery of such new lease, Landlord shall assign to the tenant named therein all of its right, title and interest in and to moneys (including insurance and condemnation proceeds), if any, then held by or payable to Landlord or any other depository which Tenant would have been entitled to receive but for the termination of this Lease, and any sums then held by or payable to Landlord or such depository shall, subject to the provisions of Section 28 hereof, be deemed to be held by or payable to it as Landlord or depository under the new lease.

(c) Upon the execution and delivery of a new lease under this Section 27, all subleases which theretofore have been assigned to, or made by, Landlord shall be assigned and transferred, without recourse, by Landlord to the tenant named in such new lease. Between the date of termination of this Lease and the date of execution of the new lease, if a Lender shall have requested such new lease as provided in Section 27(a), Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) or enter into new subleases without the consent of Lender.

(d) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section 27, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

28. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (1) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (2) the requirements of Section 365(h) of Title 11 of the United States Code (the "**Bankruptcy Code**") with respect to Tenant's possession of the leasehold under this Lease are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Lease shall continue notwithstanding any rejection of this Lease in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Lease, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Lease. The provisions of this Section 28(a) are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Lease.

(b) The provisions of Sections 26, 27, and 28 hereof shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if Sections 26, 27 and 28 hereof were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and such Lender, separate and apart from this Lease as well as a part of this Lease, and shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

(c) Landlord shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to Tenant under any lease of the improvements on the land demised hereunder, if any, which rentals may be assigned by Tenant to Lender.

(d) If a Mortgage is in effect, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Lease by Tenant, without the prior written consent of Lender and (ii) Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Lender.

(e) The provisions of Sections 26, 27 and 28 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Lease.

(f) This Lease may be assigned by Tenant (and Lender if and when it becomes the tenant hereunder) and any space in any of the improvements on the Premises may be sublet by Tenant (and Lender if and when it becomes the tenant hereunder), each without the consent of Landlord.

(g) This Lease shall have priority over all liens and encumbrances on the fee estate of Landlord in the Premises or any improvements thereon, including mortgages on the fee estate which were executed prior to the execution of this Lease.

(h) Landlord shall, within ten days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(i) Lender shall have the right to participate in the adjustment of losses with any insurance company with respect to any damage or destruction of the Premises or any improvements thereon and such Lender shall have the right to supervise and control the receipt and disbursements of all insurance proceeds and shall be entitled to all insurance proceeds pursuant to the terms of the Mortgage, or as the case may be, pursuant to the terms of the loan documents secured by such Mortgage.

(j) Notwithstanding anything to the contrary contained herein, in the event of any taking of all or any part of the Premises, Lender shall have the right to participate in any condemnation proceedings settlement discussions, shall have the right to supervise and control the receipt and disbursement of all condemnation awards and shall be entitled to all condemnation awards which are not used to restore the Premises to be applied to the reduction of the debt secured by the Mortgage; provided, however, that Landlord shall be entitled to the balance of the award after payment of the debt secured by the Mortgage in full until Landlord obtains the portion of the award to which it is entitled under this Lease prior to the insertion of this Section 28(j). In the event of a partial taking, this Lease shall continue and the rent provided in this Lease shall be reduced proportionately, from and after the date of such taking, based upon the percentage of land which is taken; provided, however, if the portion of the land taken is such that Tenant cannot in its reasonable judgment economically continue its operations on the Premises, Tenant, with the prior written consent of Lender, shall have the right to terminate this Lease. Upon a taking for a temporary period, this Lease shall continue and the entire award shall be payable to Tenant, subject to the provisions of the Mortgage, or as the case may be, subject to the provisions of the loan documents secured by such Mortgage.

(k) The right to extend or renew this Lease and any right of first refusal to purchase the Premises may be exercisable by the holder of a Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(l) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Mortgage.

(m) Notwithstanding any provisions of this Lease to the contrary, so long as a Mortgage is in effect, Tenant shall have no right to terminate the Lease with respect to any event unless the written approval of Lender holding a Mortgage on the leasehold estate is obtained, including, without limitation, the right to terminate in the event of any damage or condemnation.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

If to Landlord:

WCG Omni, LLC
365 Route 59,
Suite 110,
Airmont, NY 10952

If to Tenant:

CitySwitch II-A, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345
Attn: Legal
RE: Hamtramck – DE02519

30. MISCELLANEOUS.

(a) **Authority.** Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

(b) **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; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of who drafted the Lease; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Lease is held invalid, illegal or unenforceable, the remaining provisions of this Lease shall remain in full force if the overall purpose of the Lease is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(c) **Survival.** Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

(d) **No Waiver.** Failure of party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(f) **Entire Agreement.** This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

(g) **Bind and Benefit.** This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) **Memorandum.** A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto.

(i) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(j) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Lease and all transactions and permitted use contemplated by this Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

Elkana Tress
Name:

Miriam Tress
Name: Miriam Tress

LANDLORD:
WCG Omni, LLC
a New Jersey limited liability company

By:
Name: Joseph Willner
Title: Managing Member
Date: 11/10/21

WITNESSES:

Catherine Habel
Name: Catherine Habel

David Mueller
Name: David Mueller

TENANT:
CitySwitch II-A, LLC,
a Georgia limited liability company

By: Abby Mazzetti
Name: Abby Mazzetti
Title: SVP & Chief Operating Officer
Date: 12.8.21

EXHIBIT 1

DESCRIPTION OF PARENT TRACT

Part of Southeast 1/4 of Section 20, Town 1 South, Range 12 East, described as: Beginning at the intersection of the North line of Christopher Avem_Je, with the East line of Grand Trunk Railroad Right of Way, thence along the said right-of-way line North 30 degrees 34 minutes 53 seconds East 1324 feet, thence South 89 degrees 28 minutes 45 seconds East 8.4 feet more or less (measured as 9.15 feet) to the center of former community spur track; thence along the center of said former track to the North line of Christoph Avenue, the center line of former community spur track being described as follows: South 30 degrees 27 minutes 55 seconds West 274.90 feet (measured as 273.26 feet) to a point of curve; thence 260.49 feet (measured as 260.54 feet) on a 522.00 feet (measured as 519.47 feet) radius curve to the le□ bearing South 17 degrees 04 minutes 21 seconds West 257.82 feet; thence South 00 degrees 38 minutes 30 seconds West 662.00 feet to the North line of Christopher Avenue; thence North 89 degrees 28 minutes 45 seconds West along the North line of Christopher Avenue 461.10 feet to Place of Beginning.

Tax Parcel Number: 41-005-99-0007-000

EXHIBIT 2

DESCRIPTION OF PREMISES

The Premises is depicted/described as follows and will be replaced by a surveyed legal description when available.

[FOLLOWS ON NEXT PAGE]

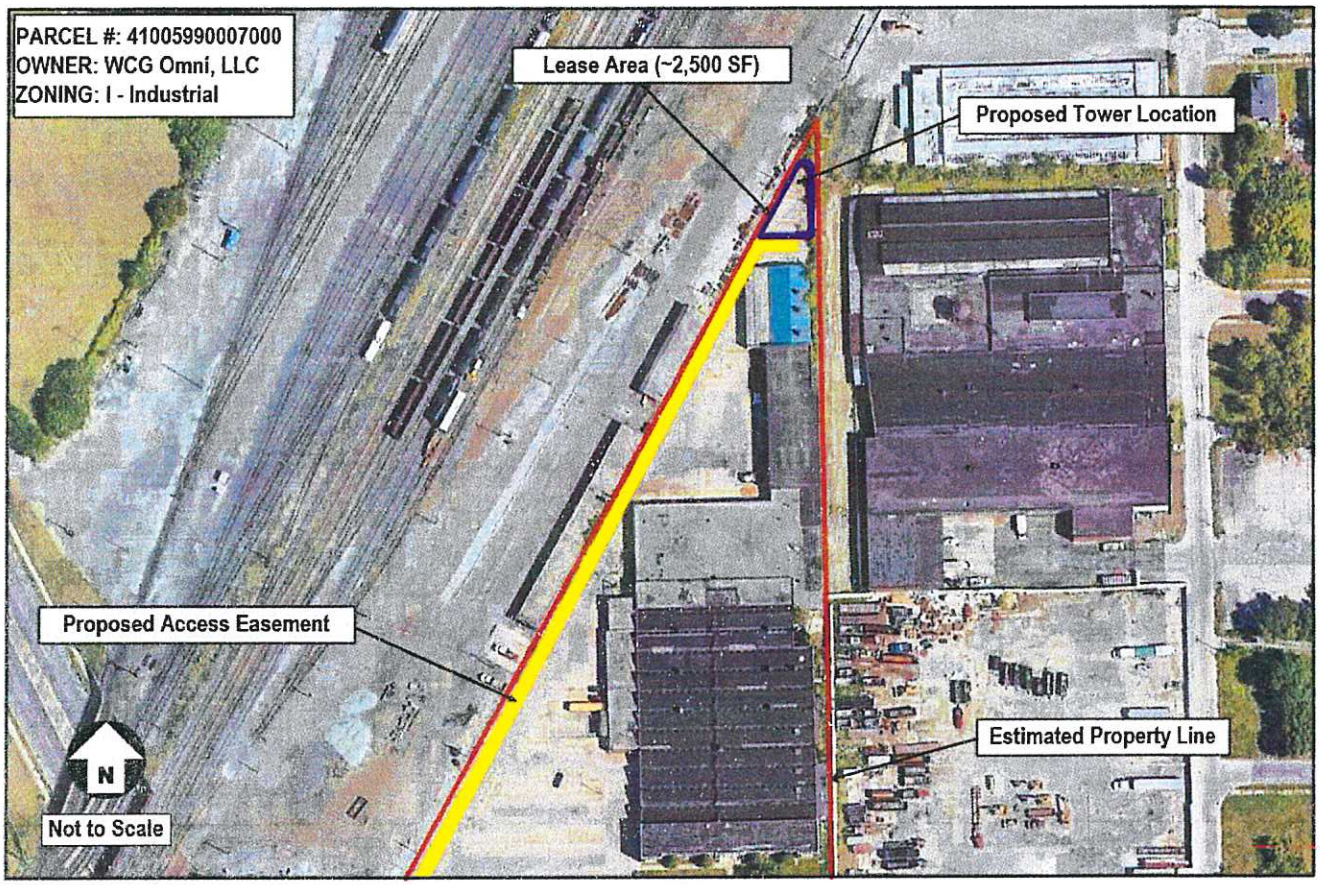

PARCEL #: 41005990007000
OWNER: WCG Omni, LLC
ZONING: I - Industrial
Lease Area (~2,500 SF)
Proposed Tower Location
Proposed Access Easement
Estimated Property Line
N
Not to Scale

EXHIBIT 3

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by, and after recording
Return to:
CitySwitch II-A, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 8th day of DEC, 2021, by and between WCG Omni, LLC, a Michigan limited liability company ("Landlord"), whose address is 365 Route 59, Suite 110, Airmont, NY 10952 and CitySwitch II-A, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Lease**") on the 8th day of DEC, 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Lease.

2. The initial lease term will be Ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term, with Four (4) successive automatic Five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.

5. The Lease gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the rent payments associated with the Lease or an offer to purchase an easement with respect to the Premises.

6. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Name: Elkana Ross

Name: Miriam Tress

LANDLORD:
WCG Omni, LLC
a Michigan limited liability company

By: _____
Name: Joseph Willner
Title: Managing Member
Date: 11/10/21

WITNESSES:

Name: Catherine Habel

Name: David Meller

TENANT:
CitySwitch II-A, LLC,
a Georgia limited liability company

By: _____
Name: Abby Mazzetti
Title: SVP & Chief Operating Officer
Date: 12.8.21

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF GEORGIA)
) ss:
COUNTY OF ~~DEKALB~~ GWINNETT)

On the 9th day of DECEMBER, 2021, before me personally appeared Abby Mazzetti, and acknowledged under oath that he/she is the SVP + COO of CitySwitch II-A, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

AISHA MAYO
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 08-01-2023

Notary Public: Aisha Mayo

My Commission Expires: 8/1/2023

LANDLORD ACKNOWLEDGMENT

STATE OF New Jersey)
) ss:
COUNTY OF Ocean)

On the 10 day of November, 2021 before me, personally appeared Joseph Wilner, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

ELISHEVA KANNER
NOTARY PUBLIC OF NEW JERSEY
Commission # 50116118
My Commission Expires 11/6/2024

Notary Public: Elisheva Kanner

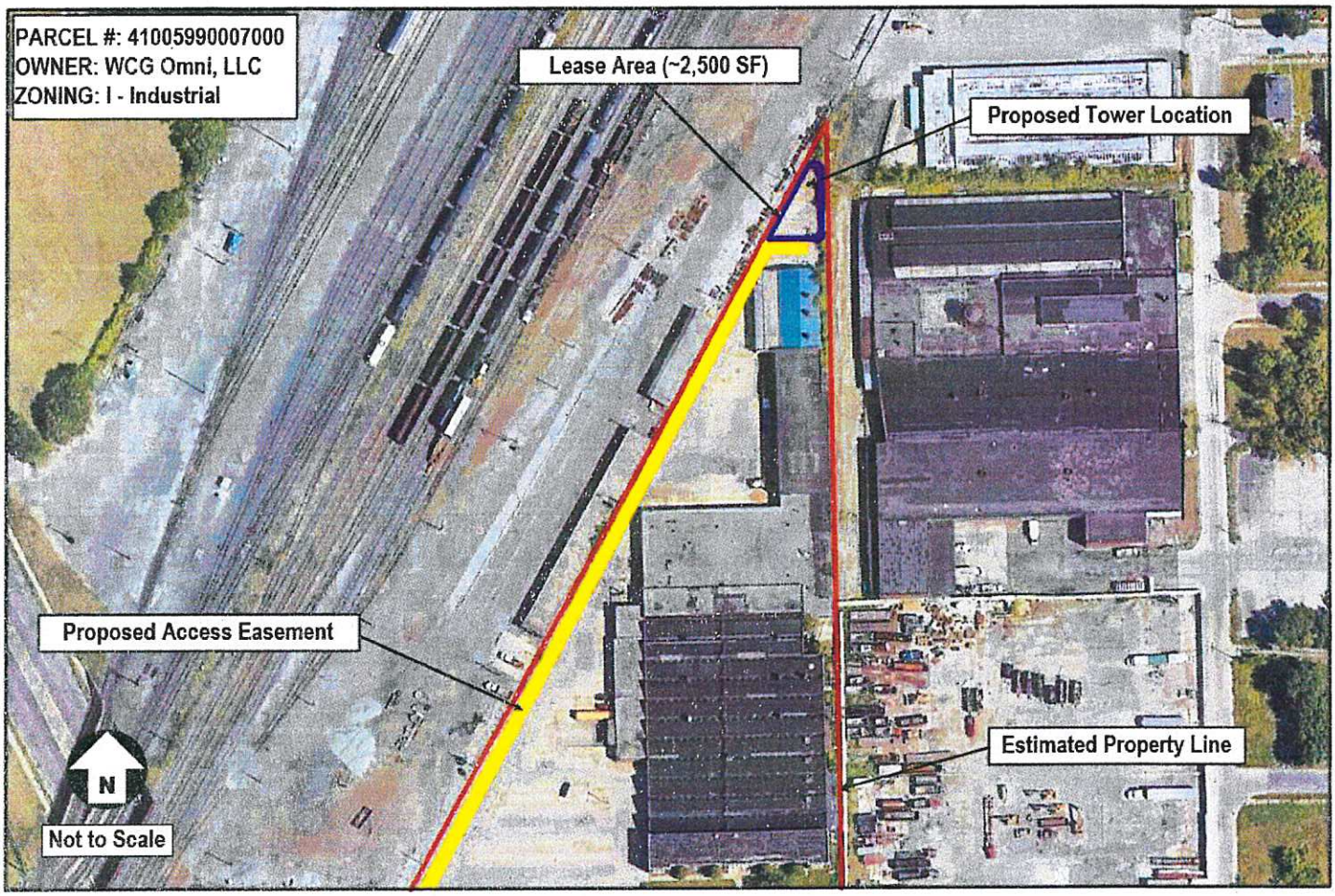
My Commission Expires: 11/6/24

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND PREMISES

Premises is depicted as follows and shall be replaced with a surveyed legal description when available.

[FOLLOWS ON NEXT PAGE]


PARCEL #: 41005990007000
OWNER: WCG Omni, LLC
ZONING: I - Industrial
Lease Area (~2,500 SF)
Proposed Tower Location
Proposed Access Easement
Estimated Property Line
N
Not to Scale