



October 29, 2019

Tuchman Associates II, LLC
11126 Corona Avenue
Flushing, New York, 11368
Attn: Nelson Tuchman

Re: Verizon Turnkey Services

Site Address: 111-26 Corona Ave., Flushing, Queens NY 11368

Site: QU-087

Mr. Tuchman,

Please find enclosed a fully executed Lease Agreement.

Thank you for your cooperation.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Denise Ciarlo', written over a horizontal line.

Denise Ciarlo | Site Acquisition Manager
Smartlink

Site Name: QU-087-07-033203
Site Number: QU-087
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LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this ~~12th~~^{6th} day of ~~August~~^{October} _____, 2019, between Tuchman Associates II, LLC (fee owner), Rego Park N.H., Ltd (leasehold owner), with its principal offices located at 11126 Corona Avenue Flushing, New York 11368, hereinafter designated LESSOR, and Verizon Turnkey Services LLC, a limited liability company organized under the laws of the State of Delaware, with its principal offices at One Verizon Way, Basking Ridge, New Jersey, 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES; ACCESS. LESSOR hereby leases to LESSEE (i) certain space ("Equipment Space") on the roof of the building (the "Building") located at 111-26 Corona Avenue, City of Flushing, Borough of Queens, State of New York 11368 (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications and data collection equipment for the purposes set out in Paragraph 5 and for a temporary power source and related equipment and conduit to support such equipment and the antennas to be installed (the "Equipment Space"); (ii) additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); and (iii) additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Equipment Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property (which spaces, collectively, the "Premises," are shown on Exhibit A attached hereto and made a part hereof) (all such equipment, temporary power source, antennas, wires, cables, conduits and pipes, including without limitation all modifications and replacements thereof, the "Lessee's Facilities"). LESSOR further grants to LESSEE and the New York City Department of Environmental Protection (such Department and its successors, "NYCDEP") the non-exclusive right of ingress and egress from a public right-of-way over the Property and in and through the Building to and from the Premises for the purpose of installation, operation, maintenance and removal of Lessee's Facilities. In connection with electric, telephone, cable or fiber utilities that LESSEE requires for its installation, LESSOR agrees to grant LESSEE, Verizon Business Network Services Inc., Verizon New York Inc., and/or any other local utility provider the right at reasonable mutually agreed to times of the day to install, maintain, replace and remove, at no cost to LESSOR, such equipment, conduit and other improvements on, over and/or under the Property and through the Building as are necessary for LESSEE to obtain such utilities to operate the Lessee Facilities. LESSOR shall reasonably cooperate in connection therewith, including, without limitation, by executing any documents and permitting any testing such utility provider reasonably requires in connection with same. LESSOR shall deliver the Premises to LESSEE clean, free of debris and free of any obstructions. LESSOR shall provide LESSEE with access to the Premises during the Building's business hours and, in an emergency, at such other times as may be reasonably required upon demonstrable reasonable prior notice (which may be oral).

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2. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"). The initial term shall be for seven (7) years (the "Initial Term"), shall commence on the date LESSEE, upon reasonable prior notice to LESSOR, commences installation of the communications and data collection equipment at the Premises (the "Commencement Date"), and shall end on the last day of the month in which occurs the 7th anniversary of the Commencement Date (the "Expiration Date"). LESSEE shall commence such installation on or before September 30, 2020, subject to reasonable extension of such time period to reflect delays caused by strike, labor trouble, accident, war, government action, Laws (defined in Paragraph 21) or other similar extraordinary cause beyond Tenant's reasonable control.

b. LESSEE shall pay LESSOR annual rent at the rate of \$13,200.00 per annum, which annual rent shall be payable in equal monthly installments of One Thousand One Hundred Dollars on the first day of each month in advance; except as hereinafter otherwise expressly provided. If the Commencement Date does not occur on the first day of a month, then the rent for the month in which the Commencement Date occurs shall be prorated on a per diem basis so that LESSEE pays rent for only that portion of the month occurring after the Commencement Date. LESSEE shall pay the rent for the month in which the Commencement Date occurs and the rent for the month immediately following the month in which the Commencement Date occurs on or before the date sixty (60) days after the Commencement Date. For each month thereafter, annual rent shall be payable in equal monthly installments, in advance, on the 1st day of each month. LESSEE shall pay the rent due to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date by notice given in accordance with Paragraph 15 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Notwithstanding anything stated herein, the Parties acknowledge that LESSEE may enter the Property prior to the Commencement Date for LESSEE's reasonable preparation of the Premises to accommodate electric, telephone and other utilities for LESSEE's installation and no rent shall be payable with respect to such preparation period. The annual rent shall increase on each anniversary date of the Commencement Date by an amount equal to two percent (2%) of the annual rent paid for the preceding year.

c. LESSOR hereby agrees to provide to LESSEE, within fifteen (15) days of a written request from LESSEE, certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a completed Internal Revenue Service Form W-9, or acceptable equivalent, for any Party to whom rental payments are to be made pursuant to this Agreement; and (iii) any other documentation reasonably requested by LESSEE. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Within fifteen (15) days of a written request from LESSEE, LESSOR or any successors, assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental

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Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until the Rental Documentation has been supplied to LESSEE.

d. At the end of the Term or upon the earlier termination of this Agreement, LESSEE shall surrender the Premises to LESSOR vacant and in the condition required by Paragraph 11.b. If LESSEE fails to timely surrender the Premises by the Expiration Date or earlier termination of this Agreement, (i) such holdover shall not renew or revise the Term of this Agreement and (ii) the daily use and occupancy payment(s) or daily rent payable during such holdover period (or any month-to-month tenancy created by such holdover) shall be payable at a rate equal to twice the annual rent, calculated on a per diem basis, that was payable immediately prior to such expiration or termination, multiplied by the number of days of such holdover or month-to-month tenancy. Any holdover, shall automatically end when the Premises are properly vacated, and LESSEE shall not be required to submit any termination notice in order to terminate any holdover or month-to-month tenancy.

3. ELECTRIC; TELEPHONE CONNECTION.

a. LESSOR shall, at all times during the Term, as hereinafter defined, provide the Premises with a connection for telephone service.

b. Notwithstanding anything to the contrary stated in this Agreement, LESSOR acknowledges that LESSEE may immediately after the Effective Date commence to reasonably prepare the Premises for electric, phone and other utilities but such utility preparation shall in no event cause the Commencement Date to occur.

4. EXTENSIONS. LESSEE shall have the option to extend the term of this Agreement for an additional seven (7) years at the expiration of the Initial Term (the "Extension Term") by notice given to LESSOR at least three (3) months prior to the expiration of the Initial Term. Such extension shall be upon the same terms and conditions applicable to the Initial Term, except that the annual rent shall be increased as provided in Paragraph 2 and there shall be no further option to extend the term of this Agreement. This Agreement shall terminate at the end of the Initial Term unless LESSEE exercises its option to extend for the Extension Term. The Initial Term, as same may be extended by the Extension Term, shall be collectively referred to herein as the "Term".

5. USE; GOVERNMENTAL APPROVALS; TERMINATION CONTINGENCIES. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, replacing, modifying, operating, and removing Lessee's Facilities, which will be used to collect water meter readings from various properties located in the City of New York and transmit such readings to NYCDEP's data collection centers, and uses incidental thereto. LESSEE shall have the right at mutually agreeable reasonable times, to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon: (i) its obtaining all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities (collectively the "Governmental Approvals") and (ii)

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receipt of a satisfactory building structural analysis which will permit LESSEE's use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (a) any of such applications for such Governmental Approvals should be finally rejected; (b) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (c) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner (together the "Termination Contingencies"), LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 16 and shall be effective upon either (1) the communication of such notice by LESSEE or (2) such later date as is designated by LESSEE in the termination notice (the "Termination Date"). LESSEE shall pay all rentals payable from the Commencement Date through such Termination Date. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder and except for LESSEE's compliance with its obligations under Paragraph 11.b. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

6. INDEMNIFICATION; DAMAGE. Subject to Paragraph 7, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Subject to Paragraph 7, LESSEE shall repair any damage to the Building, its fixtures or improvements, and any personal property therein caused by the actions or negligence of LESSEE, its agents, contractors, or any of its or their employees in connection with the exercise of LESSEE's rights under this Agreement.

7. INSURANCE.

a. Each Party hereby waives and releases any and all rights of action for negligence, except for gross, willful negligence, against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSEE agrees that it will include LESSOR, LESSOR's managing agent (if designated by

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LESSOR), and their members, officers, directors, and employees, as additional insureds on LESSEE'S commercial general liability policy with respect to the Premises.

8. LIMITATION OF LIABILITY.

a. Except for indemnification against claims of third parties pursuant to Paragraph 6, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees 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 use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

b. LESSEE shall look only to LESSOR's interest in the Property for the satisfaction of LESSEE's remedies or to collect any judgment requiring the payment of money by LESSOR under or in connection with this Agreement, and no other assets of LESSOR or such persons shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of LESSEE's remedies or the collection of any judgment under or in connection with this Agreement. If LESSEE acquires a lien on such other property or assets by judgment or otherwise, LESSEE shall promptly release that lien by signing, acknowledging and delivering to LESSOR any instrument, prepared by LESSOR, required for the lien to be released.

9. TERMINATION. Independent of the Termination Contingencies described in Paragraph 5, LESSEE shall have the exclusive right to terminate this Agreement upon 90 (ninety) days prior notice to LESSOR if LESSEE determines, at its sole discretion, that Lessee's Facilities are obsolete, the Premises are unnecessary, or the Premises are not appropriate for LESSEE's operations, provided that LESSEE has paid two years of rent to the LESSOR. If LESSEE so terminates this Agreement, LESSEE shall vacate the Premises in accordance with the requirements of Paragraph 11.b. on or before the date ninety (90) days after such notice is given.

10. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate Lessee's Facilities as long as LESSEE is making a good faith effort within a reasonable period of time to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of all or any part of the Property: (i) will be permitted to install ordinary office equipment, (ii) will be permitted to install only such other equipment that is of the type and frequency which will not cause harmful interference—which is measurable in accordance with then existing industry standards—to Lessee's Facilities and (iii) will not unreasonably interfere in any way with the Premises or LESSEE's operations. LESSOR's failure to comply with the provisions of this Paragraph, if not cured within thirty (30) days after LESSOR is given notice of such failure, will represent a material breach of this

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Agreement which will allow LESSEE the right to terminate without liability upon three (3) days' notice to LESSOR. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. EQUIPMENT RELOCATION OR MOVE; REMOVAL AT END OF TERM.

a. LESSEE shall, upon ninety (90) days' prior notice from LESSOR, relocate some or all of Lessee's Facilities, either on a temporary or permanent basis, to other space on the roof and other portions of the Building, as applicable, that is reasonably acceptable to LESSEE. There shall be no costs charged LESSEE for LESSOR to monitor the equipment relocation or removal and there shall be no cost or charges to LESSOR for the relocation of LESSEE's facilities.

b. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property, repair any damage caused by such removal and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay twice the rent at the then existing monthly rate (or on the existing monthly pro-rata basis if based upon a longer payment term), prorated for any partial month, until such time as the removal of the equipment, antenna structure, fixtures and all personal property are completed.

12. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no covenants, easements or restrictions encumbering the Property which will prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

13. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) grant an easement or other interest in the Property, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall be deemed to have assumed LESSOR'S obligations under this Agreement and shall recognize the rights of LESSEE and NYCDEP under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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14. ASSIGNMENT. Without requiring the approval or consent of the LESSOR, LESSEE may sell, assign, and/or transfer its rights and obligations under this Agreement to: (i) any of the LESSEE's parent or principals (direct or indirect), affiliates, or subsidiaries of its parent or principal(s), (ii) NYCDEP, or (iii) any entity which acquires LESSEE's assets by reason of a merger, acquisition or other business reorganization. As to an assignment or transfer to any other party, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. If this Agreement is assigned or transferred to NYCDEP, then effective the date of such assignment or transfer, Verizon Turnkey Services LLC shall be released from all further liability under this Agreement, except for accrued and outstanding obligations, and NYCDEP shall be deemed to have assumed Verizon Turnkey Services Inc.'s obligations from and after the date of such assignment or transfer.

15. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by: (i) certified mail, return receipt requested, (ii) nationally recognized overnight courier service (such as Federal Express or Express Mail) for next business day delivery, (iii) facsimile, or (iv) email. Notices shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by notice given by certified mail, return receipt requested or by such courier service):

LESSOR: Tuchman Associates II, LLC
11126 Corona Avenue
Flushing, New York 11368
Email: Nelson@Tuchman.us
Facsimile: (718) 592-6555

LESSEE: Verizon Turnkey Services LLC
VPS Contract Management
6929 North Lakewood Ave.
MD 5.1.2048
Tulsa, OK 74117
vpscontracts@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Turnkey Services LLC
1320 North Court House Road
9th Floor
Arlington, VA 22201
Email: VZLegalWholesale@verizon.com
Facsimile: (703) 351-3656

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notwithstanding the foregoing, notices of default or termination shall be sent only by (a) nationally recognized overnight courier service for next business day delivery or (b) certified mail, return receipt requested.

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16. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided that, with respect to a non-monetary default, the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. If the breaching Party fails to cure such breach within the time period provided in this Paragraph, then the non-breaching Party may, during the continuance of such default, terminate this Agreement, upon at least five (5) days' prior notice to the breaching Party, in which event this Agreement shall end and expire on the date set forth in such notice with the same force and effect as though such date were the date originally fixed as the expiration date of this Agreement.

17. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any other right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under law or equity. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so) perform the defaulting Party's duty or obligation on the defaulting Party's behalf. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. LESSOR AND LESSEE EACH HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT BY EITHER PARTY AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT. If LESSOR commences any summary proceeding against LESSEE, LESSEE shall not interpose any counterclaim in that proceeding (unless the failure to impose the counterclaim would preclude LESSEE from asserting in a separate legal action the claim which is the subject of the counterclaim) and shall not seek to consolidate the proceeding with any other legal action. LESSEE hereby waives, on its own behalf and on behalf of all persons claiming under LESSEE, including all creditors, any rights LESSEE and all such persons might otherwise have under any laws to redeem the Premises, to re-enter or repossess the Premises, or to restore this lease, after (i) LESSEE is dispossessed pursuant to any laws or by any governmental authority, including any court, (ii) LESSOR reenters or obtains possession of the Premises, or (iii) the expiration date, whether by operation of law or pursuant to this Agreement.

18. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene Laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

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b. LESSOR, at LESSOR's sole cost and expense, shall hold LESSEE harmless and indemnify LESSEE from, and LESSOR shall assume, all duties, responsibilities, and liability for (including without limitation 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 which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE at the Premises; and/or (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE's specific actions at the Premises.

c. LESSEE, at LESSEE'S sole cost and expense, shall hold LESSOR harmless and indemnify LESSOR from, and LESSEE shall assume, all duties, responsibility and liability for (including without limitation 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 which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law with respect to the Premises, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE at the Premises; and/or (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

d. Upon LESSEE's request, LESSOR, as owner of the Property, shall execute any waste manifests for any materials requiring special handling which must be removed in connection with LESSEE's installation at the Property. LESSOR shall identify itself in such manifests as generator of such materials and maintain any necessary records and file any necessary reports in connection therewith.

19. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days or if such fire or other casualty does disrupt LESSEE'S operations at the Premises for a period in excess of forty-five (45) days, then LESSEE may terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. If (a) the Premises are damaged by any cause which is not covered by LESSOR's insurance (provided LESSOR carries customary insurance), or (b) the cost of repairing any damage to the Building by fire or other casualty exceeds twenty-five percent (25%) of the replacement cost thereof, as reasonably estimated by a reputable contractor, architect or engineer selected by LESSOR, LESSOR shall have the right, by notice given to LESSEE within sixty (60) days following the date of the damage, to terminate this Agreement. Any such notice of termination (given by LESSEE or LESSOR) shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such

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termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

20. SUBORDINATION; NO REQUIREMENT OF ESTOPPEL CERTIFICATES.

This Agreement, and the rights of LESSEE under this Agreement, are subject and subordinate in all respects to all present and future underlying leases of the Property, including all modifications, extensions and replacements thereof ("Superior Leases") and all present and future mortgages encumbering any Superior Lease, the Building and/or the Property including all increases, renewals, modifications, extensions, supplements, consolidations and replacements thereof ("Mortgages"), and all advances under any Mortgage. If any holder of any Mortgage, any lessor under any such Superior Lease or any successor or assignee thereof or any purchaser at a foreclosure sale or by deed in lieu of foreclosure succeeds to the rights of LESSOR under this Agreement (a "Successor Landlord"), then at the request of same, LESSEE shall attorn to such Successor Landlord as LESSEE's lessor under this Agreement. This Section is self-operative and no further instrument of subordination or attornment is required. LESSOR shall not require LESSEE to execute or deliver to any Superior Landlord, Mortgagee or Successor Landlord an estoppel certificate.

21. APPLICABLE LAWS. The term "Laws" means all applicable laws, rules, regulations, ordinances, directives, covenants, easements, environmental, zoning and land use laws and regulations, restrictions of record, permit restrictions, building codes, and the requirements of any applicable insurance underwriter or rating bureau now in effect or hereinafter adopted. LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all laws relating solely to LESSEE's specific and unique nature of use of the Premises, including, but not limited to, those promulgated by the Federal Communications Commission ("FCC"), which may require, among other things, that certain signage and/or other forms of notification be installed at the Premises and other conspicuous locations in and around the rooftop of the Building; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, including without limitation the Americans with Disabilities Act and all regulations enacted with respect thereto (as same may be amended from time to time) without regard to specific use (including, without limitation, reasonable modifications required to enable LESSEE to obtain all necessary building permits).

22. BROKER. LESSOR and LESSEE represent and warrant to each other that they have not negotiated with any broker in connection with this Agreement. LESSOR and LESSEE agree that should any claim be made against the other for a broker's commission, finder's fee or similar compensation by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable legal fees and the cost of enforcing this indemnity).

23. PATRIOT ACT. Each Party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering,

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or the effect of any of the foregoing laws, regulations, orders or programs, if applicable, on this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the State of New York without reference to its choice of law rules. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

25. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding this Agreement are confidential. The Parties agree not to provide copies of this Agreement or any information contained in this Agreement or any other confidential information provided by one Party to the other Party and identified as confidential, to any third party without the prior written consent of the other or as required by law or judicial order. Notwithstanding the foregoing, each Party may provide a copy of this Agreement and any information exchanged between the Parties (i) as to LESSOR, to LESSOR'S lenders (or potential lenders), prospective purchasers of LESSOR'S interest in the Property (including, if LESSOR leases the Building or Property, any prospective assignee of such interest), any superior lessor, and any insurer (or prospective insurer) of the Property; and (ii) as to Verizon Turnkey Services LLC, to its successors and assigns, to its and their affiliates, any parent entity, and any lender (or prospective lender), to any prospective or actual purchaser of its or their business and assets, and to any insurer (or prospective insurer) of its assets; (iii) as to each Party, to the attorneys, architects and engineers (solely as to design and construction matters), accountants and other professionals retained by such Party (or any of the foregoing persons and entities to whom disclosure may be made) and having a need to know such information to perform its/his/her duties, provided that the disclosing Party shall advise the foregoing persons to keep such information confidential; and (iv) as to NYCDEP, to any third party or parties, it being acknowledged that NYCDEP is subject to the requirements of the Freedom of Information Law. If a disclosure is required by law or judicial order, prior to disclosure, the disclosing Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

26. PREVAILING FEES. The non-prevailing Party shall reimburse the prevailing Party for all reasonable costs and expenses, including but not limited to reasonable attorneys' fees incurred in connection with actual successful legal proceedings to compel compliance by the non-prevailing Party with any provision of this Agreement or to recover damages resulting from non-compliance. Actual successful legal proceedings shall include proceedings which are terminated prior to judgment and include provision for the non-prevailing Party's

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Site Number: QU-087

Atty - Date: WL 7/9/19

obligation to make payment to the prevailing Party or undertake other obligations sought in such proceeding. Such amounts shall be paid to the prevailing Party on demand.

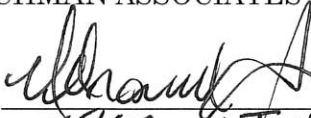
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Site Name: QU-087-07-033203
Site Number: QU-087
Atty - Date: WL 7/9/19

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

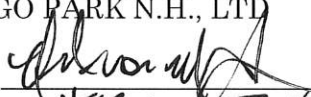
LESSOR:

TUCHMAN ASSOCIATES II, LLC

By: 
Name: NELSON ni Tuchman
Title: Member

LESSOR:

REGO PARK N.H., LTD

By: 
Name: NELSON ni Tuchman
Title: CEO

LESSEE:

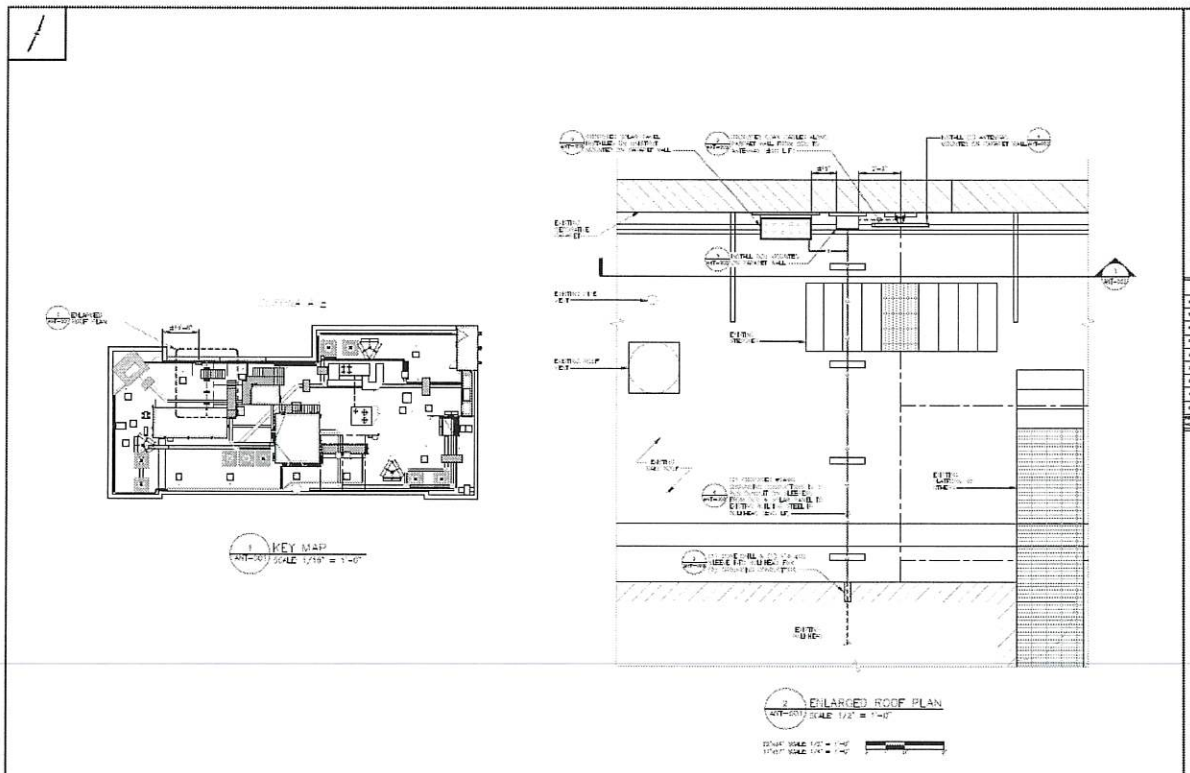
VERIZON TURNKEY SERVICES LLC

By: _____
Name: _____
Title: _____

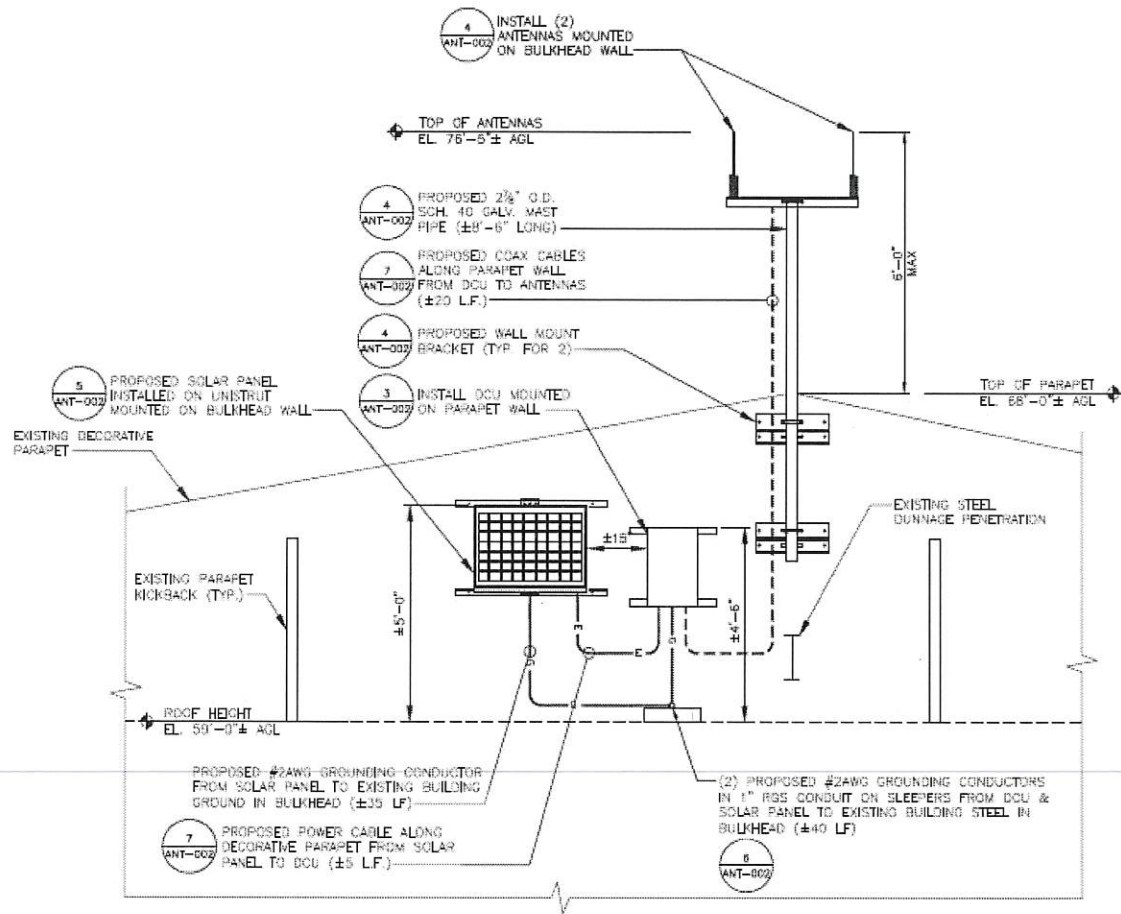
Site Name: QU-087-07-033203
Site Number: QU-087
Atty - Date: WL 7/9/19

EXHIBIT "A"

SITE PLAN OF EQUIPMENT SPACE ANTENNA SPACE AND CABLING SPACE



Site Name: QU-087-07-033203
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Atty - Date: WL 7/9/19





Verizon Wireless
4 Centerock Road
West Nyack, NY 10994

Phone 914 714-7000

September 24, 2020

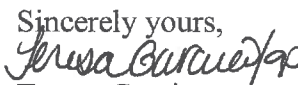
Mr. Nelson Tuchman
TUCHMAN ASSOCIATES II LLC
11126 Corona Avenue
Flushing, New York 11368

Re: NY- Van Wyck
That certain Amended and Restated Building and Rooftop Lease Agreement (“Lease”), dated September 10, 2020, between Tuchman Associates II LLC (“Lessor”) and New York SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon Wireless”) for certain premises located at 111-26 Corona Avenue, Flushing, New York (“Property”)


Dear Mr. Tuchman:

Unless otherwise defined, all capitalized terms used herein shall be set forth in the captioned Lease. The Easement recorded in the Clerk’s Office under CRFN 2005000194698 is dated March 15, 2005 and provides for a fifteen year term expiring on March 14, 2020 pursuant to Section 4 therein. Accordingly, the parties have executed the attached Lease reflecting the Commencement Date of March 15, 2020. Lessor has indicated that the Easement signed by Lessor was dated March 1, 2005 and therefore, Lessor believes that the Easement expired on February 29, 2020. In order to resolve any issues as to the dates, Lessor has agreed that the Lease attached hereto is the final Lease and is acceptable to Lessor, provided that Verizon Wireless pays to Lessor the sum of \$1,950.00 representing Verizon Wireless’ use of the Property for the period from March 1, 2020 through March 14, 2020.

Kindly sign below to acknowledge the foregoing and scan the Lessor’s signed acknowledgment to lsnyder@snyderlaw.net. Upon receipt of the signed acknowledgement, Verizon Wireless will send a check in the amount of \$1,950.00 to Lessor at the following address: 11126 Corona Avenue, Flushing, New York 11368. If you have any questions, please do not hesitate to contact Verizon Wireless’ attorney, Leslie J. Snyder, Esq., at (914) 333-0700.

Sincerely yours,

Teresa Garcia

ACKNOWLEDGMENT:
TUCHMAN ASSOCIATES II LLC

By: 
Print Name: Nelson Tuchman
Title: Authorized Signatory

Site Name: NY- Van Wyck
Project Code: 20191953646

AMENDED AND RESTATED BUILDING AND ROOFTOP LEASE AGREEMENT

This Amended and Restated Building and Rooftop Lease Agreement (the "Lease" or "Agreement") made this 10th day of September, 2020, between TUCHMAN ASSOCIATES II LLC, with its principal offices located at 11126 Corona Avenue, Flushing, New York 11368, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, Rego Park N.H. Ltd., a/k/a Rego Park Nursing Home Ltd. or Rego Park Health ("Rego"), as ground tenant, and LESSEE were parties to that certain Lease Agreement, dated September 26, 1995, as amended by that certain First Amendment to Lease dated August 20, 2004, with respect to certain demised premises for the installation of a communications facility at the building located at 111-26 Corona Avenue, Flushing, New York and referred to on the tax map for the City of New York in the County of Queens as Block 1972, Lot 38 ("Underlying Lease");

WHEREAS, by that certain Easement Agreement, dated as of March 15, 2005 ("Easement") and recorded under CRFN 2005000194698 in the Queens County Office of the New York City Register ("Clerk's Office"), Rego assigned its rights, title and interest in the Underlying Lease to Unison Site Management, L.L.C. ("Unison") for a term expiring on March 14, 2020;

WHEREAS, Unison and Cell Tower Lease Acquisition LLC ("CTLA") entered into that certain Assignment and Assumption of Lease Agreement, dated March 1, 2005, and that certain Assignment of Easement dated March 15, 2005 and recorded under CRFN 2005000490974 in the Clerk's Office, whereby Unison assigned its interest in the Underlying Lease and the Easement to CTLA;

WHEREAS, CTLA and LESSEE entered into that certain Second Amendment to Lease ("Second Amendment"), dated January 20, 2010, as further amended by that certain Third Amendment to Lease ("Third Amendment"), dated January 29, 2016, as further amended by that certain Fourth Amendment to Lease ("Fourth Amendment"), dated November 15, 2016. Hereinafter, the Underlying Lease, the Second Amendment, the Third Amendment and the Fourth Amendment are collectively referred to as the "Original Lease". The Original Lease shall expire on October 31, 2019; and

WHEREAS, LESSOR and LESSEE have agreed to amend and restate the Original Lease in its entirety so that once the Easement has expired on March 14, 2020, the Original Lease shall

be deemed terminated, and the provisions herein shall solely apply with respect to the Premises (as hereinafter defined) demised to LESSEE pursuant to the terms set forth herein.

In consideration of the incorporation of the recitals set forth above as if set forth herein, and the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby leases and grants to LESSEE the right to install, maintain and operate communications equipment ("Use") in and/or upon that certain portion of the building or facility owned, leased or controlled by LESSOR at 111-26 Corona Avenue, Flushing, New York (the building, the improvements and such real property are hereinafter sometimes collectively referred to as the "Property"). The Property is legally described or otherwise known on the tax map as shown on Exhibit "A" attached hereto and made a part hereof. LESSEE's communications equipment will be installed on a portion of the Property consisting of approximately 400 square feet at the Property for equipment, together with rooftop space for antennas on the building, and the space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes (collectively, the "Connections") running between and among the Premises and to all necessary electrical, telephone, fiber and other utility services within the Property or the nearest public right of way (collectively, the "Premises"). The Premises leased to LESSEE are generally depicted on Exhibit "B" attached hereto and made a part hereof.

2. INITIAL TERM. This Agreement shall be binding upon the parties as of the date of execution by both parties but shall not be effective until March 15, 2020 ("Commencement Date"). The initial term of the Agreement shall be for five (5) years beginning on Commencement Date.

3. EXTENSIONS. This Agreement shall automatically be extended for 3 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$50,841.25 for the first year and the annual rental for the subsequent years shall be equal to 103% of the annual rental payable during the immediate preceding year. All rental shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 11126 Corona Avenue, Flushing, New York 11368 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until 60 days after the Commencement Date, but such initial rental payment shall include all rental due hereunder as of such date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. In accordance with the United States Department of Housing and Urban Development ("HUD") regulatory agreement recorded against the Property, all rent paid by LESSEE to LESSOR shall be treated as "project income", which shall be utilized

to operate LESSOR's project on the Property. Notwithstanding any other language contained herein, as long as the aforementioned HUD regulatory agreement is in effect against the Property, LESSOR, its successors and assigns, shall have the right to deem the following events a "Default" pursuant to Paragraph 24 herein and may terminate this Lease and exercise all of its rights and remedies pursuant to Paragraph 25 (Remedies) herein: 1) LESSEE defaults in payments owed under the Lease beyond all applicable grace and cure periods, 2) LESSEE's authorized Use of the Premises materially interferes with LESSOR's use and operation of the project and building as a nursing home, or 3) it is determined by the Federal Communications Commission or other applicable agency that the LESSEE's equipment constitutes a danger to the health and safety of the project's residents or poses a danger to the structural integrity of the building.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) any other necessary documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of operation and maintenance of LESSEE's communications equipment; provided, however, that LESSEE's access to the Premises shall only be during the LESSOR's normal business hours of 8:00 a.m. to 6 p.m., except in the event of an emergency or other circumstances wherein the installation is not operational, whereby LESSEE shall have access to the Premises at all times. In connection therewith, LESSEE shall use commercially reasonable efforts to give LESSOR at least twenty four (24) hours prior notice thereof to LESSOR at cellaccess@regoparkhealcare.com; except in the event of an emergency or other circumstances wherein the installation is not operational, whereby LESSEE shall have access to the Premises at all times, provided that prior email notice to cellaccess@regoparkhealcare.com or telephone notice to 718-592-6400 has been given to the extent practicable. LESSOR represents, covenants and warrants that there will be a representative available at all times during the Term of this Agreement for LESSEE's access as provided herein so that LESSOR shall not be required to provide LESSEE with keys for such access.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE as is. LESSEE has performed its own investigation of the Premises and has determined its suitability for LESSEE's Use.

7. ELECTRICAL.

(a). If permitted by the local utility company serving the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.

(b). In the alternative, then LESSEE may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE at the Premises.

(c). In the event a sub-meter is installed and the utility company will not permit LESSEE to pay the utility company directly, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility, without mark up or profit.

(d). In the event of submeter, all invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to LESSEE within 90 days following the conclusion of each calendar year. Upon written request from LESSEE, LESSOR shall provide copies of electricity bills received by LESSOR during any period that LESSOR submits invoices to LESSEE for reimbursement and for that same period LESSOR shall provide documentation of the sub-meter readings applicable to such periods. LESSEE shall pay each invoice within 45 calendar days after receipt of the invoice from LESSOR. Notwithstanding anything stated herein, in the event that LESSEE has installed a submeter for the measurement of electric and any other utilities provided to the Premises, LESSEE shall have the right to cause its meter reading company, Power Design & Supply Co. or any other meter reading company selected by LESSEE, to remotely read the meter and send LESSEE monthly invoices for LESSEE's electric usage to Verizon Wireless, Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, e-mailed to livebills@ecova.com or to such other address as LESSEE may change from time to time, in connection with same. The monthly invoices shall be calculated as follows: actual monthly electricity used by LESSEE at the Premises times the then current building rate established by Con Edison Company of New York, Inc. or the applicable utility company equivalent thereto, or if such rate is no longer utilized, then such other similar rate as may be established by the utility. Within 45 days after LESSEE's receipt of the monthly invoice from the meter reading company, LESSEE shall pay such amount to LESSOR as reimbursement for LESSEE's utility usage and LESSEE shall provide LESSOR with a copy of the meter reading company's invoice

(e). LESSOR shall at all times during the Term provide LESSEE with access to the utilities at the Property so that Premises shall have electrical, gas and telephone service. In connection with electric, gas and telephone utility sources located within the building or on the Property that LESSEE requires for its installation, LESSOR agrees to grant Verizon New York Inc. or any other local utility provider the right to install its equipment or other improvements to operate its communications facility, which equipment or other improvements shall be located in the basement of the building, or in the locations shown on Exhibit B or in such other locations subject to LESSOR's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and LESSOR shall cooperate in connection therewith, including without limitation, executing any documents, permitting any testing and performing any work such utility provider requires in connection with same.

(f). LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such

locations as reasonably approved by LESSOR. LESSEE shall not have the right to install new conduits connecting the temporary power source and related appurtenances to the Premises.

8. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, antennas, utilities, conduits or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit, provided however that any such improvement are strictly within the square footage noted herein and any equipment requiring additional space outside of the square footage of the Premises shall require LESSOR's approval, which shall not be unreasonably withheld or delayed. In the event of any work LESSEE performs which affects the roof, LESSEE shall notify the LESSOR and obtain LESSOR's approval of LESSEE's contractors with respect to such work, which approval shall not be unreasonably withheld or delayed, provided however, that any such work or any work in the leased area shall not be performed unless the LESSEE has obtained the required building department permits, if any, before any work is performed. Any fines or violations resulting from any work done by the LESSEE shall be promptly paid by the LESSEE following LESSEE's receipt of notice thereof. Any repairs required by any governmental agency caused by such work performed by LESSEE, shall following notice to LESSEE be promptly and expeditiously completed so that all such violations caused solely by LESSEE are remedied and all such fines and penalties in connection therewith are paid by the LESSEE following notice to LESSEE thereof.

9. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory structural analysis of the building or other structure that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

10. TERMINATION. LESSEE may terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines the Premises is unsuitable for any reason; or (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary. In addition, LESSEE shall have the right to terminate this Agreement upon 3 months prior notice to LESSOR, upon the annual anniversary of the date of this Agreement; provided, however, that LESSEE shall not exercise such annual termination right during the first twenty four (24) months following the date of this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other

hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR except as expressly agreed to herein.

11. MAINTENANCE. LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSOR shall maintain, in good operating condition and repair, the structural elements of the building and the Premises, and all building systems and the common areas.

12. INDEMNIFICATION. Subject to Paragraph 13, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

At no time shall LESSEE request HUD to indemnify LESSEE or hold LESSEE harmless in connection with this Paragraph 12 and any other provision in this Agreement which requires LESSOR to indemnify or hold LESSEE harmless. Moreover, both LESSOR and LESSEE shall indemnify and hold HUD harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of HUD, its servants or agents.

13. INSURANCE.

(a). The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to the building in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also

apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b). LESSOR shall keep in force any insurance required by LESSOR's mortgagee during the Term hereof.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 (Indemnification) and 26 (Environmental), a violation of Paragraph 30 (Non-Disclosure), or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees 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 use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not install equipment of the type and frequency which will cause interference that is measurable in accordance with industry standards to LESSOR's equipment on the Property as of the date hereof. LESSOR agrees that LESSOR and its occupants of the Property will not hereafter install equipment of the type and frequency which will cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 264-6620/(800) 621-2622) or to LESSOR at (718-592-6400), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed

17. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term; provided, however,

that such month to month tenancy payments shall increase by 3% per annum over the previous year. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over beyond the expiration of that removal period set forth in Paragraph 16, then LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

18. INTENTIONALLY OMITTED.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

20. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement, notwithstanding that certain lease agreement ("Master Lease"), dated June 27, 1997, between LESSOR, as landlord and successor in interest to Kolliel Ner L'Avrohom, Inc., and Rego, as tenant, as such Master Lease may be amended or extended from time to time. LESSOR further represents, warrants and covenants that the LESSOR has received all necessary approvals from Rego, HUD and any other party as may be required by its by-laws and/or applicable laws in order to enter into this Agreement, and Rego is executing its consent to this Agreement in the form attached hereto as Schedule 1 to evidence same. Furthermore, LESSOR represents, covenants and warrants that and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use, and the Property is not designated a landmark or in a landmark district; the Property has never been used or permitted to be used for the generation, storage or transfer of or other activity related to any pollutants or hazardous or toxic substances, materials or wastes (collectively, the "Hazardous Materials"), and has never been on any list of a governmental authority requiring clean-up or closure because of contamination by any Hazardous Materials. In the event any of the LESSOR's representations set forth herein are breached, LESSOR shall defend, indemnify, and hold LESSEE harmless from and against any and all claims, liabilities, damages, costs, penalties, fines and fees related to a breach of the provisions herein. In connection with the expiration of the Easement Agreement on March 14, 2020, LESSOR acknowledges that LESSEE may remain in the Premises during the period from the October 31, 2019 expiration of the Original Lease to the March 15, 2020 Commencement Date of this Agreement pursuant to the terms of the Original Lease with CTLA, and LESSEE shall continue to pay rent to CTLA until the March 15, 2020 Commencement Date set forth herein.

21. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located or any entity which is the successor to LESSEE by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of (a) LESSOR, which consent by LESSOR will not be unreasonably withheld or delayed or conditioned, and (b) HUD. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

22. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 15, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, with simultaneous copy by email to LESSOR and LESSEE as provided herein, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: TUCHMAN ASSOCIATES II LLC
11126 Corona Avenue
Flushing, New York 11368
nelson@tuchman.us

LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Teresa.Garcia1@verizonwireless.com

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the date of this Agreement, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the building, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option

and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults. This Agreement shall be subordinate to the HUD-insured mortgage encumbering the Property (the "HUD Mortgage"). In the event of any conflict between the terms of this Agreement and the HUD Mortgage, the mortgage note in connection with the HUD Mortgage (the "HUD Note"), or the Regulatory Agreement between HUD and LESSOR (the "Regulatory Agreement"), the terms of the HUD Mortgage, the HUD Note, or the Regulatory Agreement shall control.

24. DEFAULT. It is a "Default" if either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion; provided, however, that if LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use, LESSOR will take all commercially reasonable efforts to remedy the failure within 5 days after written notice from LESSEE.

25. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a Default by LESSEE. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

26. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE introduces regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances. LESSEE

shall not store, use, or generate any hazardous waste materials in violation of applicable law on the Property at any time during the Term of this Agreement.

27. CASUALTY. (a) If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored, or LESSEE determines that LESSEE'S Use may not be restored, within 45 days, LESSEE may terminate this Agreement.

(b) LESSOR and LESSEE acknowledge that HUD has the right to apply the money derived from any insurance on the Property to the reduction of the debt under the HUD Mortgage. This Agreement shall not obligate LESSOR to rebuild or restore the Premises in the event all or any of the building, covered by the HUD Mortgage, shall be destroyed or damaged by fire or casualty, without HUD's prior written approval. LESSEE may terminate this Agreement, in the event such insurance proceeds are not made available for repairs or restoration.

28. CONDEMNATION. (a) If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

(b) LESSOR and LESSEE acknowledge that HUD has the right to apply the money derived from any award of damages in connection with a condemnation or a taking of the Property by eminent domain to the reduction of the debt under the HUD Mortgage. This Agreement shall not obligate LESSOR to rebuild or restore the Premises in the event all or any of the building, covered by the HUD Mortgage, shall be condemned or a taken, without HUD's prior written approval. Either party may terminate this Agreement, in the event any award or funds are not made available to make the Premises suitable for the use intended under this Agreement.

29. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use

30. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential and shall only be disclosed to each Party and its employees and representatives. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law, unless such disclosure is required within the

Parties' respective normal course of business to any party in connection with a sale, financing or re-financing of the Property, or to the Parties' respective members, accountants, brokers or attorneys.

31. TEMPORARY RELOCATION. Upon request of the LESSOR, LESSEE agrees to relocate its antennas and/or cable trays on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the sole purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- ii. LESSEE shall pay all costs incurred by LESSEE for relocating LESSEE's antennas and/or cable trays to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination. Notwithstanding the foregoing or anything stated herein, LESSOR shall not request a Temporary Relocation more than once during the Term of this Agreement;
- iii. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE as provided herein.

The Parties acknowledge that LESSEE's equipment platform has been designed in a manner so as to permit LESSOR to access the roof of the Building to perform maintenance, repair or similar work so that in no event may LESSOR require LESSEE to temporarily relocate its equipment platform.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. Except as otherwise provided in this Agreement, this Agreement shall not be modified

or terminated, except for a breach of covenant thereof without the prior written consent of HUD. LESSOR agrees to use its best efforts to minimize any inconvenience, possible loss or expense to LESSEE and to give LESSEE notice of any repairs to be made with respect to the maintenance and operation of the building, or of any planned shut downs associated with the building for scheduled or routine maintenance, that might adversely affect LESSEE's operations at the Premises and LESSOR shall pay all costs in connection with same. In the event of emergency repairs, LESSOR shall give LESSEE telephonic notice at (800) 264-6620/(800) 621-2622. The Parties further agree that this Agreement shall be deemed to have been drafted by both LESSOR and LESSEE and the terms and conditions contained herein shall not be construed any more strictly against one Party or the other. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed and delivered by means of (a) one (1) or more signatures transmitted and delivered by e-mail or electronic signature, each of which shall be deemed original signatures duly delivered for the purposes hereof and by which the parties agree to be bound pursuant to, without limitation, the New York Electronic Signatures and Records Act; and/or (b) separately executed counterparts. Each counterpart of this Agreement, when taken with an original (or deemed original) executed signature page for each and every signatory hereto, shall be deemed a fully executed and complete original counterpart of this Agreement.

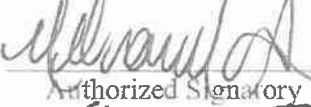
33. TAXES (a). LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set

forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:
TUCHMAN ASSOCIATES II LLC

By: 
Authorized Signatory
Name: Neilan M. Tuchman
Title: Partner
Date: 9/10/20

LESSEE:
NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless

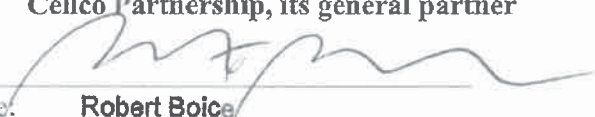
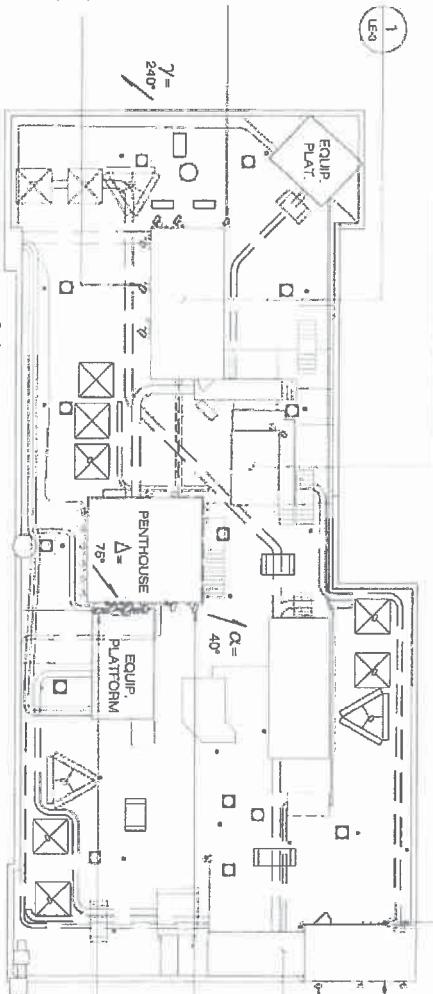
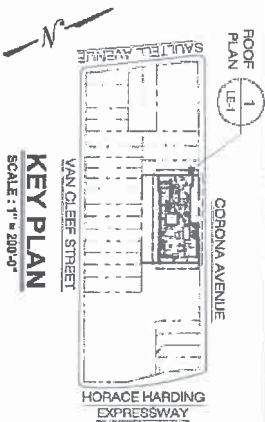
By: **Cellco Partnership, its general partner**
By: 
Name: **Robert Boice**
Title: **Executive Director - Network Field Eng**
Date: 27 Aug 2020

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Tax Map of the City of New York, Queens County as Block 1972, Lot 38



- EXIST. LESSEE PENTHOUSE MOUNTED (WV DSH (7P))
- EXIST. STARWELL PENTHOUSE W/ ROOFTOP ACCESS
- EXIST. CARRIER ANTENNA (7P)
- EXIST. CARRIER EQUIPMENT PLATFORM

- REPLACE (2) OF (2) EXIST. LESSEE PENTHOUSE MOUNTED ALPHA SECTOR PANEL ANTENNAS (497 & (2) OF (4) RRRs, (1) EXIST. MDS, (1) GRS UNIT W/ LINE, (2) COAX & (1) NEW ANTENNA MOUNT & DIRECTIONAL
- ADD (3) NEW LESSEE PENTHOUSE MOUNTED DELTA SECTOR PANEL ANTENNAS (787), (2) ANTENNA MOUNTS, (1) MDS, (2) RRRs & (1) EX12 HYBRID CABLE

NOTE:
THIS LEASE EXHIBIT IS INTENDED TO BE SCHEMATIC IN NATURE AND NOT FULLY ENGINEERED. MOUNT MODIFICATIONS MAY BE REQUIRED BASED ON EXISTING SITE CONDITIONS OBSERVED AND RESULTS OF STRUCTURAL ANALYSES.

NOTES:

1. ALL ANTENNA & EQUIPMENT LOCATIONS ARE APPROXIMATE.
2. IN ADDITION TO THE LESSEES (1) ANTENNAS & (2) GRS UNITS SHOWN WITHIN, LESSEE SHALL HAVE THE RIGHT TO INSTALL AN ADDITIONAL (3) PANEL ANTENNAS & (2) MICROWAVE DISHES DURING THE TERM OF THIS AGREEMENT.
3. MDSs, RRRs, DIRECTIONAL, CABLE TRAYS, CONDUITS, AND OTHER CONNECTIONS SHALL BE LOCATED AT A LOCATION DETERMINED BY LESSEE & SHOWN ON THE CONSTRUCTION DRAWINGS.
4. ANY EQUIPMENT OR OTHER UTILITY IMPROVEMENTS REQUIRED BY LESSEE OR ANY UTILITY PROVIDER TO SERVICE LESSEES INSTALLATION IS PERMITTED.
5. AGL = ABOVE GROUND LEVEL; AMSL = ABOVE MEAN SEA LEVEL; ARL = ABOVE ROOF LEVEL; MDB = MAIN DISTRIBUTION BOX; RRR = REMOTE RADIO HEAD

SITE INFORMATION:
 - SITE NAME: VAN WYCK
 - PROJECT CODE: 20191853648
 - LOCATION CODE: 145143
 - SITE ADDRESS: 111-26 CORONA AVENUE FLUSHING, NY 11368

PROPERTY INFORMATION:
 - MAP: 108
 - BLOCK: 1872
 - LOT (81): 386
 - ZONING: 407 44 24.50' N
 - LONGITUDE: 73° 57' 57.00" W
 - ELEVATION: 22± AMSL

OWNER INFORMATION:
 - OWNER: TUCHMAN ASSOCIATES II LLC
 - LANDLORD: 111-26 CORONA AVENUE FLUSHING, NEW YORK 11368

REVISIONS:
 -REV0: 04/05/19 FOR REVIEW: EEL
 -REV1: 04/22/19 PER SITE AUDIT: EEL

APT FILING NUMBER: NY141 5G0480
 DATE OF DV: 04/17/19 DRAWN BY: GSH
 DATE: 04/05/19 CHECKED BY: EEL

"VAN WYCK"
 111-26 CORONA AVENUE
 FLUSHING, NY 11368
 VZ PROJECT CODE: 20191853648
 VZ LC: 145143

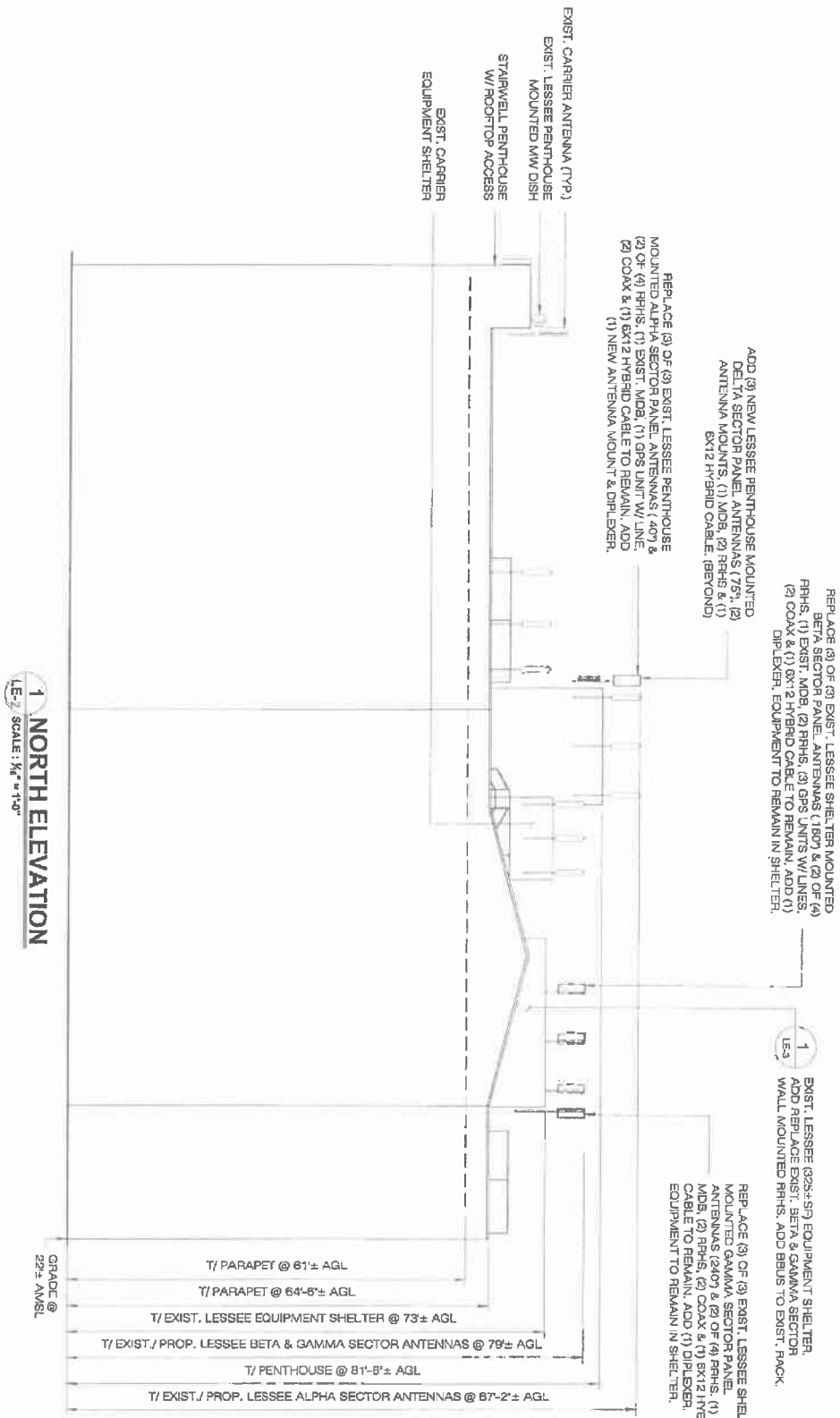
SHEET NUMBER:
LE-1

APT ENGINEERING

3 SADDLEBROOK DRIVE
 KILLINGWORTH, CT 06419
 WWW.ALLPOINTSTECH.COM

PHONE: (860) 663-1697
 FAX: (860) 663-0935

LESSEE



1 NORTH ELEVATION
 LE-2 SCALE: 1/8" = 1'-0"

REVISIONS:
 -REV0: 04/05/19: FOR REVIEW: EEL
 -REV1: 04/22/19: PER SITE AUDIT: EEL

- T/ PARAPET @ 61± AGL
- T/ PARAPET @ 64'-6"± AGL
- T/ EXIST. LESSEE EQUIPMENT SHELTER @ 73± AGL
- T/ EXIST./ PROP. LESSEE BETA & GAMMA SECTOR ANTENNAS @ 79± AGL
- T/ PENTHOUSE @ 81'-8"± AGL
- T/ EXIST./ PROP. LESSEE ALPHA SECTOR ANTENNAS @ 87'-2"± AGL

LESSEE

APT FILING NUMBER: NY141 5G0480
 DATE OF DV: 04/17/19
 DATE: 04/05/19

"VAN WYCK"
 111-26 CORONA AVENUE
 FLUSHING, NY 11368
 VZ PROJECT CODE: 20191853646
 VZ LC: 145143

SHEET NUMBER:
LE-2

APT ENGINEERING
 33 ADDELBROOK DRIVE
 KILLINGWORTH, CT 06118
 WWW.ALLPOINTSTECH.COM
 PHONE: (860) 463-1897
 FAX: (860) 463-0933

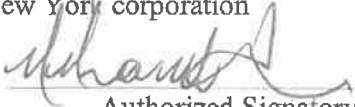
SCHEDULE 1

CONSENT

The undersigned, on behalf of itself, its successors and assigns, as tenant of the property located at 111-26 Corona Avenue, Flushing, New York ("Property"), hereby consents to New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") and Tuchman Associates II LLC, ("Lessor") entering into that certain amended and restated building and rooftop lease agreement ("Verizon Wireless Lease") for Verizon Wireless' continued operation of its communications facility at the Property, notwithstanding the terms of that certain master lease agreement ("Master Lease"), dated June 27, 1997, between the undersigned, as tenant, and Tuchman Associates II LLC, as landlord and successor in interest to Kollel Ner L'Avrohom, Inc. ("Lessor"), as such Master Lease may be amended or extended from time to time; and the undersigned acknowledges that Verizon Wireless is relying on this Consent in order to enter into the Verizon Wireless Lease.

In witness whereof I have hereunto set my hand as of the 10th day of September 2020.

TENANT:
REGO PARK N.H. LTD., a/k/a
Rego Park Nursing Home Ltd.
a New York corporation

By: 
Authorized Signatory
Name: Nelson M. Tuchman
Title: CEO

STATE OF NEW YORK)

: ss. :

COUNTY OF QUEENS)

On this 10th day of September, 2020, before me, the undersigned personally appeared Nelson M. Tuchman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity, **REGO PARK N.H. LTD., a/k/a REGO PARK NURSING HOME LTD.**, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of NY, County of QUEENS, State of N.Y.

Gregg Bendeth
Signature and Office of Individual
Taking Acknowledgment

GREGG BENEDETH
NOTARY PUBLIC, STATE OF NEW YORK
No. 01BEG115632
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES SEPT. 13, 2021