

## LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement (the “Agreement”) is dated as of June 1, 2022 (by and between **WESTPORT BROADCASTING, LLC**, P.O. Box 1041 Virginia Beach, Virginia 23451 (“WBC”) and **TOWN OF WILTON**, 238 Danbury Road, Wilton, Connecticut 06897 (the “Town”). WBC and the Town are sometimes referred to below individually as a “Party” and, collectively, as the “Parties”.

### RECITALS

- A. WBC and the Town entered into a Lease Agreement dated December 27, 2003 (the “2003 Lease”).
- B. WBC and the Town entered into an Amendment to the Lease dated February 27, 2007 (the “2007 Amendment”), which amended the 2003 Lease.
- C. WBC and the Town entered into a Lease Extension Agreement dated February 28, 2017 (the “2017 Agreement”), which further amended the 2003 Lease.
- D. WBC and the Town wish to further amend the 2003 Lease.
- E. For the purposes of this Agreement, the 2003 Lease, the 2007 Amendment and the 2017 Agreement are referred to, collectively, as the “Lease”.

NOW THEREFORE, for One (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

- 1. Notwithstanding the date of this Agreement indicated on the first line of this page above, the operative provisions of this Agreement shall be effective retroactively to March 1, 2022 (the “Effective Date”).
- 2. The new lease term shall be from March 1, 2022 to February 28, 2027. WBC shall grant two additional renewal terms, at the option of the Town, of five (5) years each. The Town shall give WBC six (6) months written/electronic notice of the exercise of each option.
- 3. During the new five-year term, the monthly rental will be:

Beginning March 1, 2022	\$1,368.50
Beginning March 1, 2023	\$1,436.93
Beginning March 1, 2024	\$1,508.77

Beginning March 1, 2025	\$1,584.21
Beginning March 1, 2026	\$1,663.42

4. The rent for each year of the two optional renewal terms will be equal to the rent for the preceding year multiplied by 1.05.
5. In addition to the monthly rent, the Town will pay WBC a monthly fee of \$125, until an impact analysis can be done based on usage of the newly installed equipment. The Town will be responsible for any increase resulting from the operation of said new equipment. At that time the parties will enter into an addendum to reflect such additional costs.
6. Electricity payments to WBC will cease if the Town provides separately metered electricity to the Town's equipment.
7. The Town will have the right to occupy a portion of the L-shaped room (the "Radio Room") within the communications building on the site (the "Building"). The Radio Room and the portion to be occupied by the Town are shown on Schedule A. The Town's occupancy of the Radio Room and access to the Radio Room will be non-exclusive, meaning that WBC may enter into a lease or license agreement with a third party telecommunications services provider (a "Telco") to co-locate the Telco's equipment in the Radio Room. Notwithstanding, if WBC enters into a lease or license agreement with a Telco to co-locate the Telco's equipment in the Radio Room, then: (a) WBC will give the Town at least thirty (30) days' notice before the Telco installs its equipment in the Radio Room; (b) WBC shall require the Telco to share the cost of the separately metered electricity for the Radio Room and an additional HVAC unit, if necessary to cover the increased cooling load of the Radio Room; and (c) WBC shall require the Telco to install a gated security partition to protect the Town's equipment. For purposes of illustration, an example of the location of a gated security partition is indicated on Schedule A.
8. The Town accepts the Radio Room in AS-IS condition and agrees to make all repairs to the Radio Room deemed necessary by the Town to protect the Town's public safety communications equipment, including, without limitation, patching and weatherproofing, at the Town's sole cost and expense. The Town will be responsible for all maintenance of the Radio Room and will, upon termination or expiration of the Lease, surrender the Radio Room broom clean and free of all equipment and personal property and in condition at least as good as it is on the Effective Date. Upon installation of the Town's equipment in the Radio Room, the Town will, at the Town's sole cost and expense, cause to be demolished and removed from the site, the storage cabinet that currently houses the Town's public safety communications equipment. The Town will hold harmless WBC from any and all damage to the property of WBC and third parties caused by the demolition and removal of the Town's storage cabinet.

9. The Town will have the right to install a microwave dish on the tower without increase in rent subject to WBC's review and approval of the positioning of the microwave dish. WBC shall not unreasonably withhold or delay approval of a microwave dish provided, however, that it shall not be unreasonable for WBC, after consultation with telecommunications carriers co-locating on the tower, to require the Town to modify the height or position of the microwave dish.
10. In all other respects, the terms of the Lease shall remain the same and be binding upon the Parties.
11. This Agreement shall be effective as of the Effective Date.
12. Notwithstanding anything in this Agreement or the Lease to the contrary, if: (a) sufficient funds are not appropriated and budgeted by the Town's governing body in any fiscal year; and (b) the Town has exhausted all funds legally available for such payments due under this Agreement (together, a "Non-Appropriation Event"), then the Town will give WBC not less than thirty (30) days written notice (a "Termination Notice") and this Agreement will terminate as of the last day of the Town's fiscal year for which funds for such payments are available ("Termination Date"). The Town agrees that, for the duration of this Agreement, the Town's First Selectman or First Selectwoman, as applicable, will include in each annual budget presented to the Town's Board of Finance a request for funding sufficient to pay all amounts due from the Town to WBC under this Agreement for the next fiscal year and publicly support the appropriation of those funds before the Board of Finance. Further, the Town shall not declare a Non-Appropriation Event in any fiscal year in which the Town has appropriated funds for the lease or purchase of aerial and/or ground space to house the Town's emergency telecommunications equipment as an alternative to the space occupied by the Town under this Agreement.
13. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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SCHEDULE A TO LEASE MODIFICATION AGREEMENT

WESTPORT BROADCASTING  
160 DEAR RUN ROAD  
WILTON, CT

Proposed location of gated partition.

