

LAND LEASE AGREEMENT

This Lease is made this 7 day of October, 2008, by and between **424 CHAPEL STREET, LLC**, a Connecticut limited liability company with an address of 50 Devine Street, North Haven, Connecticut 06473, hereinafter designated ("Landlord"), and **PHOENIX PARTNERSHIP, LLC**, a Connecticut limited liability company, with its principal offices at 110 Washington Avenue, 4th Floor, North Haven, Connecticut 06473, hereinafter designated ("Tenant"). Said Landlord and Tenant are sometimes referred to in this Lease as the "Parties".

WITNESSETH:

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


1. Landlord hereby leases to Tenant that certain real property located in the Town of North Haven, County of New Haven, State of Connecticut, more particularly depicted on Exhibit A attached hereto consisting of approximately ten thousand (10,000) square feet, (100 feet by 100 feet), (the "Leased Parcel"), which is a portion of the larger parcel of land owned by Landlord described on Exhibit B (the "Total Property"), for the purpose of installing, maintaining, operating, removing, inspecting, repairing, and replacing one (1) monopole tower structure having a height no more than one hundred eighty (180') feet above the existing grade as more particularly described on Exhibit C attached hereto (the "Tower"), one or more antennas and related equipment to be located on the Tower (the "Antennas"), one or more buildings and certain other improvements as to be located on the Leased Parcel (collectively, the "Equipment Building") and any and all equipment to be located in or about the Equipment Building (the "Equipment"), together with (i) the non-exclusive right of way and easement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, including over, under, or along a right-of-way as shown on Exhibit A attached hereto, and the driveway(s) extending from Divine Street to the Leased Parcel for the purpose of constructing, maintaining, installing, operating, inspecting, repairing, restoring, removing and replacing the Tower, the Antennas, the Equipment Building and the Equipment (collectively, the "Communications Facility") and (ii) the non-exclusive right and easement to install and maintain utility wires, poles, cables, conduits and pipes over, under, or along a right-of-way extending from Divine Street to the Leased Parcel as outlined on the attached Exhibit A attached hereto. The Leased Parcel, right-of-way and easement for access and right-of-way and easement for utilities described in this Paragraph 1 and this Lease,

including, without limitation, those being substantially as shown on Exhibit A attached hereto and made a part hereof are sometimes, collectively, referred to hereinafter as the "Property".

In the event that the Tenant or a public utility is unable for any reason to use the aforesaid rights of way, or if the public utility requires a separate utility easement running to it, Landlord hereby agrees to grant additional rights-of-way, easements and other privileges to Tenant and the utility, at no charge to Tenant or the utility, at a mutually acceptable location, as necessary or desirable to install, operate and maintain utility facilities to serve the Communications Facility, and Landlord hereby agrees to execute and deliver such agreements and instruments deemed necessary or desirable to Tenant or the utility in connection with the foregoing, including obtaining the consent and joinder of Landlord's mortgagees to any such grant.

Landlord hereby grants permission to Tenant to install, maintain, repair, remove replace and operate the Communications Facility. Tenant shall have the right, from time to time, to add to and/or replace the Communications Facility with additional or similar and comparable buildings, equipment and antennas.

2. Landlord also hereby grants to Tenant the right to survey the Property, at Tenant's cost, and at Tenant's option, said survey shall then become Exhibit A which shall be attached hereto and made a part hereof. Tenant shall, at no cost to the Landlord, provide three (3) copies of such survey to Landlord. Such survey shall be certified as a Class A-2 survey in accordance with "Standards for Surveys and Maps in the State of Connecticut".

3. This Lease shall be for an initial term of five (5) years (said initial term, as the same may be extended by Tenant in accordance with the terms hereof, being referred to as the "Term") commencing on the "Commencement Date" (as hereinafter defined). 



[REDACTED]

4. Tenant shall have the option to extend this the Term of this Lease for ten (10) successive five (5) year terms (each an "Extension Term"). The Extension Term shall automatically exercise unless Tenant gives the Landlord notice that the Extension Term will not be exercised at least three months prior to the termination of the then current term.

5. If at the end of the tenth (10th) five (5) year Extension Term, this Lease has not been terminated by either Party by giving to the other notice of termination at least sixty (60) days prior to the end of such Extension Term, this Lease shall continue in force upon the same covenants, terms and conditions and rentals for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party by giving Notice to the other party of such termination at least sixty (60) days prior to the end of such one (1) year term. [REDACTED]

6. Tenant shall use the Property only for the purpose of constructing, maintaining, operating, removing, inspecting, repairing and replacing the Communications Facility and uses incidental thereto together with all necessary connecting appurtenances. All improvements shall be at Tenant's expense and the installation and alteration of all improvements shall be at the discretion and option of the Tenant. Tenant will maintain the Communications Facility in a clean, safe condition in compliance with all applicable laws, regulations and ordinances. Tenant, at its sole expense, shall take all actions necessary in connection with the maintenance and operation of the Communications Facility, including, but not limited to, obtaining all permits and consents from governmental authorities. It is understood and agreed that Tenant's ability to use the Property and thus Tenant's liability hereunder is contingent upon its obtaining, after the execution date of this Lease, all of the certificates, permits, licenses and other approvals (collectively "Approvals") that may be required by any Federal, state or local authorities which will permit Tenant's use of the Property as set forth above all within eighteen (18) months after the date of this Lease. Landlord shall cooperate with Tenant (at no cost or expense to Landlord) in its effort to obtain such Approvals, including, without limitation, the right of Tenant to contest determinations made by any Federal, state and local authority concerning any Approvals, as well as the application of any laws and regulations, and Landlord shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Tenant. It is further understood and agreed that Tenant's ability to use the Property and thus Tenant's liability hereunder is contingent upon Tenant obtaining a written lease with at least one (1) wireless communications carrier on terms satisfactory to Tenant in its sole discretion. If, at any time within eighteen (18) months after the date hereof, in Tenant's sole opinion, the results of any soil borings or other environmental tests are unsatisfactory, or any application for any of the Approvals is finally rejected, or Tenant believes that such application will be too costly or time consuming or there is a reasonable likelihood that said application will be rejected in the opinion of Tenant or Approval issued to Tenant is canceled or otherwise withdrawn or terminated by any governmental

authority so that Tenant in its sole discretion will be unable to use the Property to provide Tenant's telecommunications services or Tenant is not able to enter into the lease with at least one (1) wireless communication s carrier as described above, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord. Notice of said termination shall be given to Landlord in writing by certified mail, return receipt requested. All rentals paid for lease of the Property up to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and the parties shall have no further obligations or liabilities to each other, including the payment of money.

7. Landlord agrees that Tenant shall have free access to the Property at all times for the purposes set forth in this Lease.

8. (a) During the term of this Lease ,Tenant covenants that it will keep the Leased Parcel, including, but not limited to, all access roads in good repair and condition, which shall include normal maintenance. Landlord covenants that it will keep the non exclusive access and utility easements areas of the Property in good repair and condition, which shall include normal maintenance.

(b) If Tenant fails to perform the maintenance and repairs required by subparagraph 8(a) within thirty (30) days of Notice from Landlord that the repairs must be made Landlord may make the repairs and the costs thereof shall be payable to Landlord by Tenant within fifteen (15) days after receipt by Tenant of copies of bills for the work performed. If Tenant does not make payment to Landlord within said period of time, Tenant shall have the right to deduct the costs of the repairs or maintenance from the succeeding monthly rental due from Tenant to Landlord. If Landlord fails to perform the maintenance and repairs required by subparagraph 8(a) within thirty (30) days of Notice from Tenant that the repairs must be made Tenant may make the repairs and the costs thereof shall be payable to Landlord by Tenant within fifteen (15) days after receipt by Tenant of copies of bills for the work performed, or at its option Tenant shall abate the Rent due in the amount of the maintenance and repairs. .

9. Tenant represents and warrants that all installations and operations in connection with this Lease by Tenant shall comply with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable municipal, state and Federal codes and regulations. Under this Lease, Landlord assumes no responsibility for the licensing, operation, and/or maintenance of the Communications Facility and/or the access roads, rights-of-way or utility easement areas serving the Communications Facility.

10. Each Party shall maintain, at its own expense, during the term of this Lease, general liability and casualty insurance with a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage. Each Party shall provide a certificate of insurance to the other Party which shall contain a provision for a thirty (30) days notice of cancellation to the other Party, and shall name the other Party as an additional insured. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant as the case may be. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

Additionally, Tenant shall, at the time of any construction at the Property, provide evidence of insurance covering such construction activities, including but not limited to, builder's all-risk, worker's compensation, property damage and personal liability all in such amounts as may be prescribed by law or reasonably required by Landlord. Landlord shall be named as an additional insured on property damage and personal liability insurance policy with respect to claims arising out of construction activities by or on behalf of Tenant. All construction by or on behalf of Tenant shall be done in a good and workmanlike manner and in accordance with all applicable state, local and federal laws, rules and regulations. Tenant shall not do or allow to be done anything in respect of or use of the Property or Communications Facility in any manner whereby any insurance covering any part of the Property or Communications Facility shall be suspended or the cost thereof shall be increased. If Tenant violates this provision Tenant shall be responsible for paying 100% of the applicable increase in Landlord's costs of insurance resulting from Tenant's acts or omissions.

11. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to terminate this Lease, without penalty or charge, at any time, whether prior to or after the Commencement Date, and from time to time, in the event Tenant's permits or approvals required under this Lease are cancelled, terminated or suspended in any manner, provided that sixty (60) days months prior Notice of its election to terminate is given to the Landlord. The foregoing is in addition to any other termination rights set forth in this Lease.

12. Within sixty (60) days after the expiration or termination of the Lease, Tenant shall at the direction of Landlord, or within a reasonable period thereafter, remove the Communications Facility, fixtures and all personal

property located on the Leased Parcel and all foundations or other structures down to one foot below grade level and repair any material damage to the Property caused by such removal. Landlord hereby agrees that the Communications Facility and any other fixtures, equipment and personal property of Tenant shall at all times remain the property of Tenant regardless of how the same may be affixed to the Leasehold Parcel and notwithstanding that any such improvements may constitute a fixture under applicable law.

13. Each Party shall be responsible for compliance with any and all environmental 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 conditions, as may now or at any time hereafter be in effect, that are in any way related to the activity conducted by such Party. Landlord hereby acknowledges and agrees that it is solely responsible for any and all adverse environmental conditions existing on the Leased Parcel on the Commencement Date or otherwise existing on the Leased Parcel and not caused by the Tenant or any predecessor-in-interest to the within named Tenant. Landlord warrants and represents to Tenant that, to its knowledge and belief, during Landlord's ownership of the Leased Parcel, (i) no hazardous materials have been released into the environment, or discharged, placed or disposed of at, on or under the Leased Parcel; (ii) the Leased Parcel has not been used as a dump for waste material; and (iii) the Landlord has no knowledge of any hazardous materials or environmental contamination existing on the Leased Parcel which are not used or handled other than in accordance with all applicable Environmental Regulations.

Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability, at its sole cost and expense, for all duties, responsibilities, and liabilities (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 failure of such Party to comply with any environmental law imposed upon such party, 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 conditions, as may now or at any time hereafter be in effect.

14. If Landlord, at any time during the term of this Lease, sells all or any part of the Leased Parcel to a purchaser other than Tenant, such sale shall be under and subject to this Lease and Tenant's rights hereunder.

15. Landlord covenants that Tenant, on paying the rent and performing the covenants

herein required of Tenant, shall peaceably and quietly have, hold and enjoy the Property. Landlord further covenants to Tenant that there are no pending or threatened legal proceedings or actions of any kind or character affecting the Leased Parcel or Landlord's interest therein.

16. (a) Landlord represents and warrants to Tenant that Landlord: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Leased Premises, on any portion thereof, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal, accidental or intentional, which is or maybe a violation of any applicable Environmental Regulation, respecting any hazardous substances, materials or wastes regulated under any local, state or federal law. Prior to, during and after the term of this Lease, Landlord shall indemnify and hold Tenant harmless from any and all liability, claims of liability, or loss arising from any hazardous substances, materials, or wastes located on or under the Leased Parcel and under any Environmental Regulations (hereafter defined), except for claims arising in whole or in part, out of Tenant's use or occupancy of the Leased Premises. Such indemnification shall survive the expiration or termination of this Lease.

Tenant represents, warrants, and covenants to Landlord that Tenant shall at no time during the term of this Lease Agreement use or permit the Leased Premises to be used in violation of any Environmental Regulations. Tenant shall indemnify and hold Landlord harmless from any and all liability, claims of liability, or loss under any Environmental Regulations arising out of Tenant's use or occupancy of the Leased Parcel. Such indemnification shall survive the expiration or termination of this Lease.

For the purposes, of these provisions, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et

seq.); (vi) TSCA; (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the State Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) OSHA; (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) EPCRA; (xiv) National Environmental Policy Act (42 U.S.C. § 4321-4347).

(b) Landlord warrants and covenants that Landlord is seized of good and marketable title and interest to the Leased Parcel and has full power and authority to enter into and execute this Lease. Landlord further covenants that there are no mortgages, liens, judgments or impediments of title on the Property, or affecting Landlord's title to the same, other than as set forth on Exhibit D, and that there are no covenants, easements or restrictions which prevent the use of the Property by Tenant as set forth in this Lease, excluding governmental licenses, zoning, or other regulatory requirements not otherwise reflected in the land records and affecting Tenant's business, compliance of which is the responsibility of the Tenant.

In the event Landlord does not have good and marketable title to the Property or authority as set forth herein or there are liens, judgments or impediments to Tenant's use, after Landlord has been provided with Notice and a period of thirty (30) days to cure, Tenant may, in addition to any and all rights and remedies provided for herein and in law and equity, withhold rental payments until such time as Landlord demonstrates that it has good and marketable title or authority and/or there are no liens, judgments or impediments to Tenant's use, or terminate this Lease immediately and Landlord will return all rent of any kind paid by Tenant.

17. It is agreed and understood that this Lease contains all agreements, promises and understandings between the Parties and that no verbal or oral agreements, promises or understandings shall be binding upon either Party in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the Parties.

18. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Connecticut.

19. All notices and other communications hereunder must be in writing (a "Notice") and shall be deemed validly given if and when sent by confirmed facsimile transmission, overnight express mail services or by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated to the other Party by Notice):

TENANT:
Phoenix Partnership, LLC
110 Washington Avenue, 4th floor
North Haven, Connecticut 06473
Attn: Keith Coppins, Member

LANDLORD:
424 Chapel Street, LLC
50 Devine Street
North Haven, CT 06473
Attn. Betsy Henley-Cohn, Member

With a copy to:
Sachs & Proto, LLC
112 Washington Avenue
North Haven, CT 06473
Attn. Paul E. Proto, Esq.

20. This Lease shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns of the Parties hereto.

21. If applicable, within thirty (30) days after the execution hereof Landlord shall provide to Tenant upon the execution of this Lease a non-disturbance agreement in form attached as Exhibit E hereto (or such other form as may be reasonably acceptable to Tenant and any mortgagee having an interest in the Leased Parcel) from each and every mortgagee having an interest in the Leased Parcel. Subject to the conditions hereinafter set forth in this Paragraph 21, this Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to all mortgages which may hereafter affect the Leased Parcel whether or not such mortgages or leases shall also cover other lands and/or properties, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such mortgages and leases and all consolidations of such mortgages, on the express condition that, with respect to any such mortgage or lease now existing or hereafter placed on the Leased Parcel, Tenant receives a non-disturbance agreement from such mortgagee or lessor in the form attached hereto as Exhibit D. So long as such non-disturbance agreement has been delivered to Tenant, such subordination shall be automatic and without need for any additional action or documentation.

22. Landlord agrees to execute and deliver a Notice of Lease, the form of which is attached hereto as Exhibit E, which Tenant may record with the appropriate Recording Officer. The date set forth in the Notice of Lease is for recording purposes only and bears no reference to rent payments.

23. At any time after the Commencement Date Tenant shall have the right, from time to time, to sublease, license, assign or otherwise transfer, in whole or in part, the Leased Property and/or its rights under this Lease without the prior written consent of Landlord but with written notice to Landlord of the existence of the same with a copy of such instrument of assignment or transfer.

24. This Lease is entered into with the express understanding and agreement that the Landlord shall be prohibited from leasing, licensing and/or granting of any rights of any kind to any entity, person or party (or in the event Landlord itself desires) to install and/or operate any type of communications tower, antenna(s) or telecommunications or wireless communications equipment on the Total Property or any properties which it has an ownership interest within 3 miles of the Property, except as may be required for the operation of Landlord's (or Landlord's affiliated entities') businesses thereon.

25. Landlord's liability to Tenant under this Agreement (and all of Tenant's remedies) shall be limited to Landlord's equity interest in the Total Property, and Tenant shall not have any recourse to any of Landlord's other assets and/or to any of the members in the Landlord or any of their individual assets. No payment by Tenant or receipt by Landlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated base rent or additional rent, nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy available to Landlord. Upon any transfer of Landlord's interest in this Lease or the Total Property (other than any such transfers to a lender as security for indebtedness), then, provided that such transferee agrees in writing to assume Landlord's obligations hereunder, Landlord shall be released from all liability under this Agreement and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder. Landlord is represented by The Proto Group, LLC and Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker. Tenant shall not suffer any mechanics' or materialman's liens to be filed against the Total Property by reason of work, labor, services or materials performed or furnished to or for the benefit of Tenant, its transferees, successors, assigns, agents, representatives, and others acting with, on behalf of or through

Tenant, or anyone holding any part of the Site under Tenant. If any such lien shall at any time be filed, Tenant may contest the same in good faith, but notwithstanding such contest, Tenant shall, within forty five (45) days after the filing thereof, cause such lien to be released of record by payment, bond, entry of an order of court of competent jurisdiction, or otherwise. If Tenant fails to release of record any such lien within the aforesaid period, Landlord shall have the right to remove said lien by paying the full amount thereof or by bonding or in any other manner Landlord deems appropriate without investigating the validity thereof and irrespective of the fact that Tenant may contest the propriety or the amount thereof. Tenant, upon demand, shall reimburse Landlord the amount so paid out by the Landlord in connection with the discharge of said lien, together with expenses incurred in connection therewith, including attorneys' fees, provided that, should Tenant be successful in any challenge or appeal of said lien, Landlord shall refund Tenant for any such reimbursements, less any actual expenses incurred in Landlord's discharge of the lien.

26. Default.

(1) If Tenant fails to comply promptly with any term of this Lease or default in any way (other than a failure to pay rent or any additional rent or charges set forth herein when due hereunder which cure period shall be ten (10) days), and such default or failure continues for a period of thirty (30) days after receipt by Tenant of Landlord's notice of default, without Tenant having commenced in good faith to cure such default and diligently continuing to cure until such default has been cured, Landlord may terminate Tenant's occupancy under this Lease by Summary Process. Notwithstanding any such termination Tenant will remain liable for all rents and other obligations hereunder as the same fall due for the balance of the Term, as hereinafter provided.

(2) If Landlord obtains possession of the Property by reason of Tenant's default, Tenant shall pay to Landlord, on the dates the same would otherwise be payable hereunder until the end of (what would have been) the term of this Lease, the sums of money which would have been payable by Tenant as base rent and additional rent hereunder upon said payment dates if we had not re-entered and resumed possession of that portion of the Communications Facility and Property, deducting therefrom the net amount of rent, if any, which Landlord shall actually receive in the meantime from and by any reletting of the same, and Tenant shall remain liable for all sums, aforesaid, as well as for any deficiency. Landlord shall have the right from time to time to begin and maintain successive actions or other legal proceedings against Tenant for the recovery of such deficiency or damages or for a sum equal to any installment or installments of rent and any other sums payable hereunder, and Tenant's liability

shall survive the institution of any action to terminate the Term of this Lease and/or to secure possession of the Communications Facility and Property occupied by the Tenant.

(3) In lieu of and to the exclusion of all other claims for damages on account of such termination arising under (2) above, Landlord shall, at Landlord's option, be entitled to recover from Tenant an amount equal to the excess of all base rent reserved hereunder for the unexpired portion of the Term.

(4) If Landlord is in default of any covenant or condition to be performed by Landlord under this Agreement and fails to cure such default within thirty (30) days of notice hereof from Tenant, then Tenant may exercise all remedies available at law or in equity or such default including the right to, specific performance and damages and may, in addition, terminate the Agreement with notice to Landlord or expend such amounts as may be necessary to cure such default for the account and at the expense of Landlord which expense shall be payable immediately upon Tenant's submission of documentation of such expense to Landlord. If Landlord does not reimburse such expense within thirty (30) days of notice from Tenant, Tenant may abate rent payments owed Landlord in the amount expended to cure Landlord's default. In no event shall Landlord be in default under this Lease unless and until Tenant shall have given Landlord written notice of the claimed default and the expiration of thirty (30) days after receipt of said notice without Landlord (or such mortgagee) having commenced in good faith to cure the default and diligently continuing until such default has been cured.

27. (1) Tenant will not commit or permit any waste on any part of the Communications Facility and/or Property. Tenant will keep the Tower, Real Property, Access Easement, Utility Easement, Parking Easement and communications Facility free from any mechanic's liens of persons claiming by or through Tenant.

28. Landlord shall have the right (but not the obligation) to cure any default by Tenant, which has not been diligently cured by Tenant as specified herein, under this Lease and Tenant shall pay to Landlord, on demand, as additional rent, all reasonable costs and expenses incurred by Landlord in so curing defaults and/or enforcing this Lease, including, without limitation, court costs and reasonable attorney's fees. All sums payable by Tenant under this Lease shall be deemed to be "additional rent" payable by Tenant on demand and failure to pay additional rent on demand shall be a default hereunder.

29. In no event shall Landlord be in default under this Lease unless and until Tenant shall have given Landlord (and any mortgagee of record for the Real Property) written notice of the claimed default and the

expiration of thirty (30) days after receipt of said notice without Landlord (or such mortgagee) having commenced in good faith to cure the default and diligently continuing until such default has been cured.

30. Tenant and Landlord shall, from time to time, within ten (10) business days after request, provide each other with an "estoppel certificate", so-called, in form reasonably satisfactory to Landlord.

31. Neither Party shall be in default hereunder if such party is unable to fulfill or is delayed in fulfilling any of such party's obligations hereunder, by reason of fire or other casualty, strikes or labor troubles, governmental pre-emption, any rule, order or regulation of any governmental authority, other emergency, or any other cause beyond such party's reasonable control.

32. THE PARTIES HEREBY ACKNOWLEDGE THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN SECTION 52-278(A) OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON EITHER OF THEM BY SAID ACT TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY UNDER SECTIONS 52-278(A) TO 52-28(G), AS AMENDED. IN THE EVENT THAT LANDLORD COMMENCES ANY SUMMARY PROCEEDING OR ACTION FOR NON-PAYMENT OF RENT OR OTHER CHARGES PROVIDED FOR IN THIS LEASE, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM IN ANY SUCH PROCEEDING OR ACTION OTHER THAN COUNTERCLAIMS ARISING OUT OF THIS LEASE. LANDLORD AND TENANT HEREBY WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING UNDER OR CONNECTED WITH THIS LEASE.

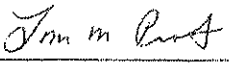
33. Tenant agrees to give to any mortgagee or holder of a conditional assignment of rentals of the Real Property by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice you have been notified, in writing, (by way of Notice of Assignment of Rents and Lease, or otherwise) of the address of such mortgagee or holder of a conditional assignment of rentals. As of the date hereof, Citizens Bank of Connecticut is the holder of a conditional assignment of rentals with respect to the Real Property. Tenant further agrees that if the Landlord shall have failed to cure such default within the time provided for in this Lease, then each such mortgagee or holder of a conditional assignment of rentals shall have an additional thirty (30) days (but if there are multiple mortgagees or holders of conditional assignment of rentals, the additional cure period for all of them shall not exceed thirty (30) days in the aggregate) within which to cure such default or if such default cannot be

cured within that time, then such additional time as may be reasonably necessary if within such thirty (30) days, any mortgagee or holder of a conditional assignment of rentals has commenced and is diligently pursuing the remedies necessary to cure such default, (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

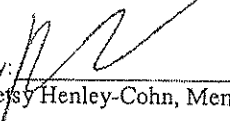
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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

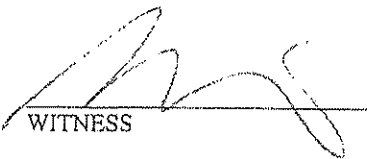
LANDLORD:
424 CHAPEL STREET, LLC



WITNESS

By:  _____ 10/17/08
Betsy Henley-Cohn, Member

TENANT:
PHOENIX PARTNERSHIP, LLC



WITNESS

BY:  _____
Keith Coppins, Member

EXHIBITS

Exhibit A - Site Plan of Leased Parcel and Rights of Way

Exhibit B - Description of Tower

Exhibit C - Description of Landlord's Total Property

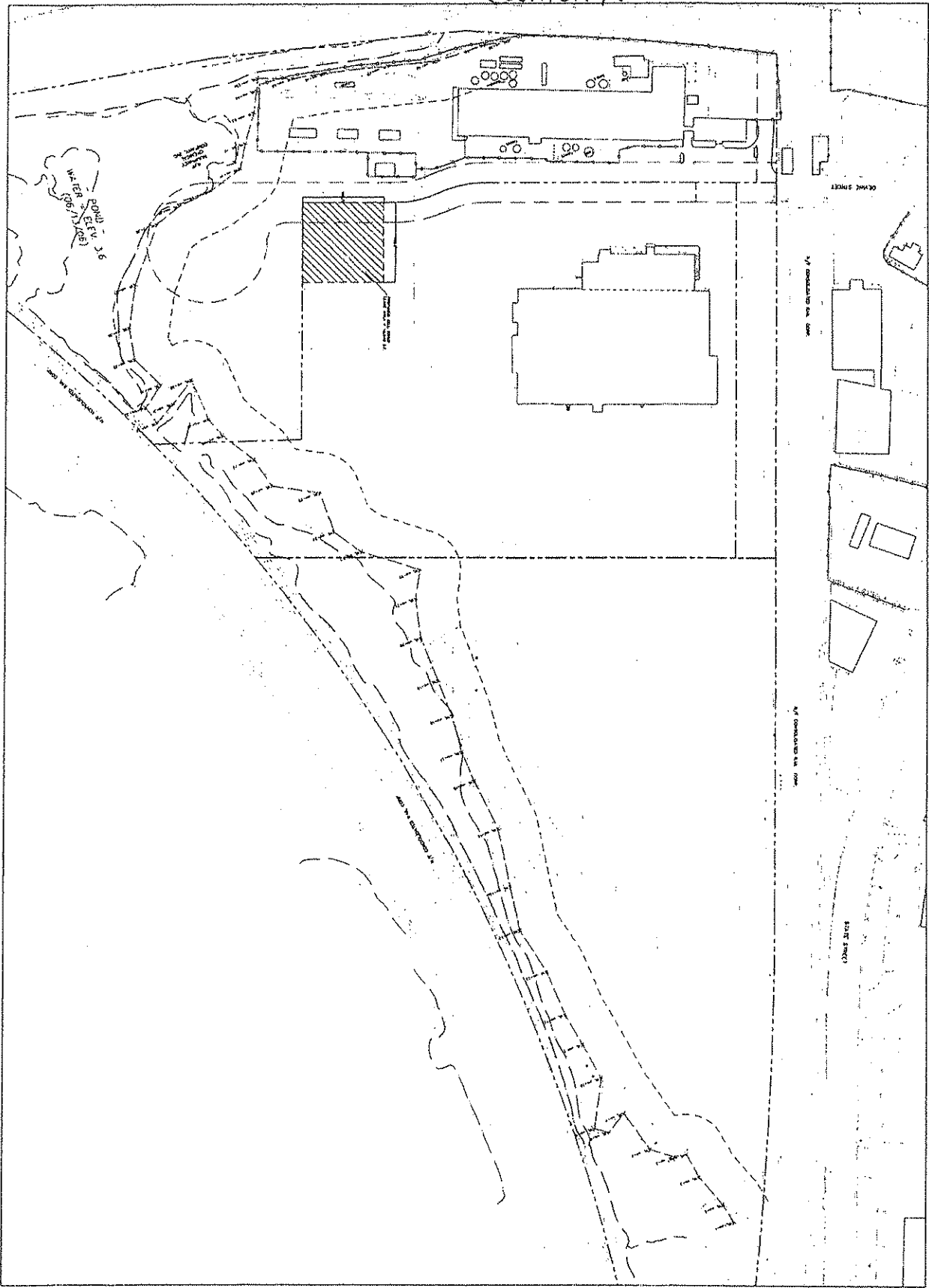
Exhibit D - Encumbrances affecting Property

Exhibit E - Subordination and Non-Disturbance Agreement

Exhibit F - Notice of Lease

EXHIBIT A

exhibit A

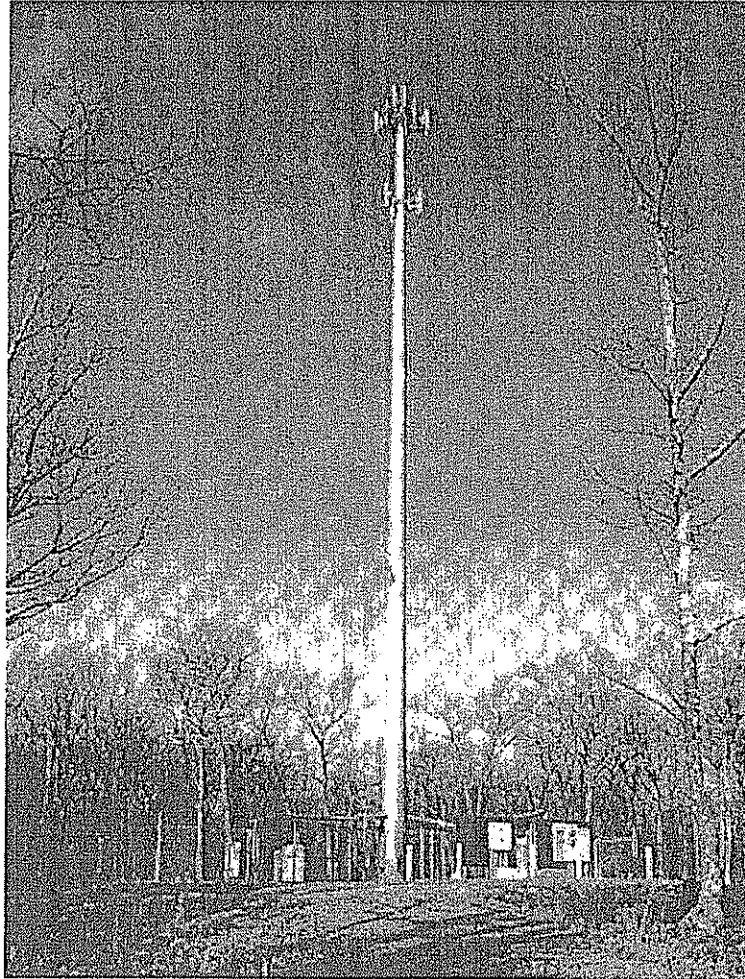


OMV-2	JOSEPH COHN AND SON INC. 50 DEVINE STREET NORTH HAVEN, CONNECTICUT	DESIGN: 4/02 DRAWN: JVA SCALE: 1"=50' DATE: 1/12/04 TPA PROJ. NO.: 24-043	<table border="1"> <thead> <tr> <th colspan="2">REVISION</th> </tr> <tr> <th>NO.</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION		NO.	DATE													TPA DESIGN GROUP	
	REVISION																				
NO.	DATE																				
PROPOSED CELL TOWER LEASE AREA																					

EXHIBIT B

Exhibit B

Site shown is used for tower design only



Tower Height Up To 180 Feet

EXHIBIT C

C A T I C[®]

SCHEDULE C

Policy No. MP2481303

Property 1: 50 Devine Street

All that certain piece or parcel of land with the buildings and all other improvements thereon, situated in the Town of North Haven, in the County of New Haven and State of Connecticut, bounded and described as follows:

WEST by land formerly of The New York, New Haven and Hartford Railroad Company, more lately of Consolidated Rail Corporation 584 feet;

NORTHEAST by land now or formerly of The Humphrey Chemical Company, 645 feet;

EAST by land now or formerly of The Humphrey Chemical Company, 242.98 feet;

NORTHEAST again by land now or formerly of The Humphrey Chemical Company, 50 feet;

SOUTHEAST by land now or formerly of The Humphrey Chemical Company, 100 feet;

SOUTHWEST by land now or formerly of The Humphrey Chemical Company, 710 feet;

Being the premises shown on a map entitled, "MAP OF PROPERTY OF ROBERT E. WRIGHT TO BE CONVEYED TO ANTHONY S. PAPA OFF DEVINE STREET, North Haven, Connecticut, Aug. 11, 1980 Scale 1" = 40' ", by Joseph B. Burns, Land Surveyor.

Together with a right of way in common with others in, through, over and across land now or formerly of The I.L. Stiles & Son Brick Company, known as Devine Street to State Street.

Together with a Mutual Easement and Sewer Tie-in Agreement by and between The Humphrey Chemical Company, Inc. and Anthony S. Papa dated July 20, 1990 and recorded July 24, 1990 in Volume 410 at Page 80 of the North Haven Land Records.

Excepting therefrom the property conveyed to Humphrey Chemical Company in a deed recorded in Volume 410, Page 102 of the North Haven Land Records.

Property 2 - 60 Devine

A certain piece or parcel of land located in the Town of North Haven, County of New Haven and State of Connecticut and being more particularly bounded and described as follows:

Beginning at a point, said point being an iron pipe located on the Easterly line of land belonging now or formerly to Conrail and North 20°46'39" East, 744.97 feet from the

C A T I C[®]

SCHEDULE C

Policy No. MP2481303

coincidental corner of the Northerly non-access line and highway line of Conn. Rte. 10 and the Easterly line of land belonging now or formerly to said Conrail;

Thence running North $20^{\circ}46'39''$ East, 321.46 feet along the Easterly line of said Conrail;

Thence running Northeasterly along a curved line concave to the Southeast having a radius of 4,967.00 feet and a central angle of $09^{\circ}08'10''$, 792.01 feet along the Easterly line of said Conrail;

Thence continuing Northeasterly along a curved line concave to the Southeast having a radius of 4,967.00 feet and a central angle of $01^{\circ}32'15''$, 133.29 feet along the Easterly line of said Conrail;

Thence running South $40^{\circ}40'00''$ East, 50.00 feet along the Southerly line of said Conrail;

Thence running Southerly along a curved line concave to the East having a radius of 2,317.01 feet and a central angle of $29^{\circ}29'15''$, 1,192.46 feet along the Westerly line of said Conrail;

Thence continuing Southeasterly along a curved line concave to the Northeast having a radius of 2,233.79 feet and a central angle of $11^{\circ}35'35''$, 451.98 feet along the Westerly line of said Conrail;

Thence running North $70^{\circ}54'10''$ West, 185.01 feet across land belonging now or formerly to Humphrey Chemical to an iron pin;

Thence running North $45^{\circ}15'05''$ West, 645.80 feet along the Northerly line of land belonging now or formerly to Anthony S. Papa to point and place of beginning.

Together with a Permanent Access Road Easement by and between 424 Chapel Street LLC dated August 2, 2007 and recorded August 3, 2007 at 2:32 p.m. in the North Haven Land Records.

Said parcel being shown on a map entitled "Property of Anthony S. Papa & Humphrey Chemical Company, Devine Street, North Haven, Connecticut, Scale 1" = 100' dated revised June 16, 1990 as prepared by Clarence Blair Associates, certified A-2 by Robert Mansfield, L.S. #6638.

Exhibit D

C A T I C[®]

CONTINUATION SHEET

Policy No. OP02490381

Schedule B Exceptions are continued as follows:

As to Property 1: 50 Devine Street

2. Easement in favor of New Haven Gas Company dated March 30, 1962 and recorded April 3, 1962 in Volume 189 at Page 139 of the North Haven Land Records.
3. Establishment of channel encroachment lines as set forth in Order of the State of Connecticut, Water Resources Commission dated September 22, 1967 and recorded October 5, 1967 in Volume 232 at Page 119; as set forth on map dated March, 1968, revised June 30, 1967 and recorded October 5, 1967 as Map #H-1293-14, all of the North Haven Land Records.
4. Easements and rights-of-way set forth on map entitled "Property of Anthony S. Papa & Humphrey Chemical Company Devine Street North Haven, Connecticut" dated June 15, 1990, revised June 16, 1990, and recorded July 24, 1990 as Map #J-273C of the North Haven Land Records.
5. Rights and easements set forth in Agreement by and between The Humphrey Chemical Company, Inc. and Anthony S. Papa dated July 20, 1990 and recorded July 24, 1990 in Volume 410 at Page 80 of the North Haven Land Records.
6. Permanent Access Road Easement by and between 424 Chapel Street LLC dated August 2, 2007 and recorded August 3, 2007 at 2:32 p.m. on the North Haven Land Records.
7. Lease Agreement by and between 424 Chapel Street LLC and John Smolen & Associates, LLC dated February 15, 2007.
8. Lease Agreement by and between 424 Chapel Street LLC and Joseph Cohn and Son, Inc. dated April 24, 2007.
9. Current water use charges due the Regional Water Authority.
10. Current sewer use charges due the Town of North Haven.

As to Property 2: 60 Devine Street

2. Drainage conditions cited, and agreements set forth in Deed of New York, New Haven & Hartford Railroad Company to Humphrey-Wilkinson, Incorporated dated October 21, 1959 and recorded October 27, 1959 in Volume 170 at Page 287 of the North Haven Land Records.

As to Properties 1 and 2: 50 and 60 Devine Street

1. Mortgage from 424 Chapel Street LLC to Citizens Bank of Connecticut in the principal amount of \$3,250,000.00, dated August 2, 2007 and recorded August 3, 2007 at 2:33 p.m. in the North Haven Land Records.
2. Collateral Assignment of Leases and Rentals from 424 Chapel Street LLC to Citizens Bank of Connecticut dated August 2, 2007 and recorded August 3, 2007 at 2:34 p.m. in the North Haven Land Records.

Exhibit E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") is made and entered into to be effective as of this ____ day of _____, 2008, by and among RBS Citizens, National Association, f/k/a Citizens Bank of Connecticut having offices at ("Lender"), 424 Chapel Street, LLC having an address of 50 Devine Street ("Landlord"), and Phoenix Partnership, LLC, a Connecticut limited liability company, having an office and place of business at 110 Washington Avenue, 4th Floor, North Haven, Connecticut 06473 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a certain Land Lease Agreement dated as of October __, 2008 (as the same may have been amended or modified, the "Lease") covering the Property described therein (the "Property") known as a portion of 50 Devine Street, North Haven, Connecticut.

WHEREAS, Lender is the holder of a certain Promissory Note made by Landlord in the original principal amount of \$3,250,000.00) dated August 2, 2007 (as the same may be amended or modified, the "Note"); and

WHEREAS, the Note is secured by, *inter alia*, that certain Mortgage Deed dated August 2, 2007 and recorded in the North Haven Land Records in Volume 773 at Page 956 (as the same may be amended or modified, the "Mortgage") and a Conditional Assignment of Leases and Rentals of even date therewith and recorded in Volume 773 at Page 1 of the North Haven Land Records (as the same may be amended or modified, the "Assignment of Rentals"); and

WHEREAS, Tenant acknowledges that the Mortgage constitutes a lien or charge upon the Property which is unconditionally prior and superior to the Lease and the leasehold interest of Tenant thereunder.

NOW, THEREFORE, in consideration of the foregoing recitals, the leasing of the Property, and of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Property forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of amounts secured thereby and interest thereon.

2. Lender consents to the Lease and, in the event Lender comes into possession of or acquires title to the Property as a result of the foreclosure or other enforcement of the Mortgage or the Note, or as a result of any other means, Lender agrees that, so long as Tenant is not then in default under the Lease beyond any applicable cure periods, Lender will recognize Tenant and all of Tenant's subtenants/licensees/assignees and will not disturb Tenant and/or all of Tenant's subtenants/licensees/assignees in its possession of the Property for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant and/or Tenant's subtenants/licensees/assignees from the Property. Lender further agrees that if the interests of Landlord under the Lease are acquired by Lender, so long as Tenant is not then in default under the Lease beyond any applicable cure period, the Lease and all rights of Tenant under the Lease and all rights of Tenant's subtenants/licensees/assignees under their respective subleases/licenses/assignments, including but not limited to the right to use and occupy the Property at the rental and upon the terms and conditions set forth in the Lease, and the right to exercise and enjoy any renewal options contained therein, shall continue in full force and effect and shall not be terminated. Notwithstanding any other provisions of this Agreement, if Lender succeeds to the interest of Landlord under the Lease, Lender shall be liable to Tenant only for the obligations of the Landlord under the Lease which accrue on or after the date that Lender takes title to the Property. Lender agrees and covenants, provided Tenant is not in default under the Lease beyond any applicable cure period, that:

a. Tenant (and any of Tenant's subtenants/licensees/assignees) shall not be joined as an adverse party or defendant in any action or proceedings which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, unless required by law to effectuate any such foreclosure or implement any such remedy; and

b. Tenant (and any of Tenant's subtenants/licensees/assignees) shall not be evicted from the Property nor shall Tenant's rights under the Lease (or any rights of a subtenant/licensees/assignees of Tenant under their particular sublease/license/assignment) be affected or disturbed in any way by reason of this Agreement or any modifications of or default under the Mortgage.

3. Tenant (and all subtenants/licensees/assignees of Tenant) agree(s) that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions as are set forth in the Lease.

4. If Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

a. liable for any act or omission of any prior landlord (including Landlord);

or

b. liable for the return of any security deposit except to the extent it has received the same from any prior landlord; or

c. subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

d. bound by any rent or additional rent which Tenant might have paid more than one month in advance to any prior landlord (including Landlord).

5. The Lender hereby further consents to and joins in the granting by Landlord of any utility easements which may hereafter be granted pursuant to the Lease, and agrees that any such easements shall be afforded the protections set forth in paragraph 2 hereof.

6. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and/or assigns. As used herein, the term "Tenant" shall include Tenant, its successors and/or assigns and any subtenants/licensees of Tenant; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by Lender by any means, including, without limitation, voluntary deed or assignment in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Property by, through or under foreclosure of the Mortgage.

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

LENDER
RBS CITIZENS, NATIONAL ASSOCIATION

By _____

Its _____

LANDLORD
424 Chapel Street, LLC

By: _____
Betsy Henley-Cohn, Member

TENANT
Phoenix Partnership, LLC

By _____
Keith Coppins, Member

STATE OF _____)
) ss.:
COUNTY OF _____)

On this the _____ day of _____, 2008, before me _____ the undersigned officer, personally appeared _____, who acknowledged that he/she is the _____ of RBS CITIZENS, NATIONAL ASSOCIATION, and that he/she, as such officer and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss.: North Haven
COUNTY OF NEW HAVEN)

On this the _____ day of October, 2008, before me, Paul E. Proto, the undersigned officer, personally appeared Keith Coppins, a Member of Phoenix Partnership, LLC, who executed the foregoing instrument for the purposes therein contained as each of their free act and deed, before me.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public/My Commission Expires:

STATE OF CONNECTICUT)
) ss.: North Haven
COUNTY OF NEW HAVEN)

On this the _____ day of October, 2008, before me, _____, the undersigned officer, personally appeared Betsy Henley-Cohn, who acknowledged that she is a Member of 424 Chapel Street, LLC, and that she, as such member and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public/ My Commission Expires _____

Exhibit F

NOTICE OF LEASE

Notice is hereby given of a Land Lease Agreement executed on the ___ day of October, 2008, by and between 424 CHAPEL STREET, LLC, a with an address of 50 Devine Street, North Haven, Connecticut 06473, as Landlord, and PHOENIX PARTNERSHIP, LLC, a Connecticut limited liability company with a principal place of business at 110 Washington Avenue, 4th Floor, North Haven, Connecticut, 06473 as Tenant, under the terms of which the Landlord leased to the Tenant a portion of the property known as 50 Devine Street, North Haven, County of New Haven, State of Connecticut, which Property is more particularly described on Exhibit A attached hereto.

Said lease provides for the initial term to commence on the earlier to occur of (i) the date on which Tenant is granted all permits and approvals by the governmental authorities charged with issuing such permits and approvals which are necessary for the use of the Property as contemplated by this Lease and for the construction and/or operation of the Communications Facility, or (ii) eighteen (18) months from the date hereof and expire on that date which is the fifth (5th) anniversary of the date thereof.

Tenant has a right to extend the term of said Lease for ten (10) additional periods of five (5) years each.

In the event of any conflict between the provisions of the Lease and this Notice of Lease, the Lease shall be determinative and controlling.

A copy of said Lease shall be on file at the executive offices of Tenant at 110 Washington Avenue, 4th floor, North Haven, Connecticut, 06473.

IN WITNESS WHEREOF, on this _____ day of October, 2008, the below named persons representing the Landlord and Tenant, respectively, have caused this Notice of Lease to be executed and delivered.

Signed, Sealed and Delivered
in the Presence of:

LANDLORD:
424 CHAPEL STREET, LLC

By: _____
Betsy Henley-Cohn, A Member

TENANT:
PHOENIX PARTNERSHIP, LLC

By _____
Keith Coppins Its Member

STATE OF CONNECTICUT)
) ss.: North Haven
COUNTY OF NEW HAVEN)

On this the _____ day of October, 2008, before me _____ the undersigned officer, personally appeared Betsy Henley-Cohn, who acknowledged that she is a Member of 424 Chapel Street, LLC, and that she, as such member and being authorized to do so, executed the foregoing instrument for the purposes therein contained..

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss.: North Haven
COUNTY OF NEW HAVEN)

On this the _____ day of October, 2008, before me Paul E. Proto, the undersigned officer, personally appeared Keith Coppins, who acknowledged that he is a Member of Phoenix Partnership, LLC, and that he, as such member and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court