

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made this _____ day of _____, 200__, between _____, a <type of entity>, **Hilliard Mills, LLC, a Connecticut limited liability company** with a principal address of _____, **642 Hilliard Street, Manchester, CT 06040**, Tax ID # _____ [_____] ("**Landlord**"), and Optasite Towers LLC, a Delaware limited liability company, with a principal address of One Research Drive, Suite 200C, Westborough, MA 01581 ("**Tenant**"). Landlord and Tenant are sometimes referred to in this Agreement 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. **Leased Property.** LANDLORD hereby leases to TENANT that certain real property located **at 642 Hilliard Street** in the Town of _____ **Manchester**, County of _____ **Hartford**, State of _____, **Connecticut ("Parent Parcel") as follows: (a)** containing approximately _____ **one hundred (100)** square feet together with any easements thereto more particularly described and substantially shown on **Exhibit A** attached hereto (the "**Leased Parcel**"), for the purpose of installing, maintaining, removing, inspecting, repairing, and replacing one or more tower structures (the "**Tower**"), one or more antennas and related equipment (the "**Antennas**"), ~~one or more buildings and certain other improvements (the "Equipment Buildings")~~ **and certain other ancillary improvements and (b) approximately one thousand eight hundred (1,800) square feet of second floor interior space in a portion of the building located on the Parent Parcel (the "Leased Premises") as more particularly described and substantially shown on Exhibit attached hereto,** together with (i) the exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, including over, under, or along a right-of-way as shown on **Exhibit A** attached hereto, for the purpose of constructing, maintaining, installing, inspecting, repairing, restoring, removing and replacing the Tower; **and the Antennas, and the Equipment Buildings** (collectively, the "**Communications Facility**") and (ii) the non-exclusive right to install and maintain utility wires, poles, cables, conduits and pipes over, under, or along a ~~fifty (50)~~ [_____] foot right-of-way extending as outlined on the attached **Exhibit A** attached hereto. The Leased Parcel, **Leased Premises,** right-of-way for access and right-of-way for utilities described in this paragraph 1 and this Agreement, including, without limitation, those being substantially as shown on **Exhibit A and Exhibit** _____ attached hereto and made a part hereof are sometimes, collectively, referred to hereinafter as the "**Leased 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 the consent and joinder of LANDLORD's mortgagees to any

such grant. In the event that TENANT requires easement(s) or right(s) of way above and beyond those described above for its operation of the Communications Facility LANDLORD hereby agrees to grant such additional rights of way, easements and/or other privileges to TENANT and/or to such person or entity TENANT identifies.

LANDLORD hereby grants permission to TENANT to install, maintain, repair, remove and operate the Communications Facility. TENANT shall have the right, at its sole cost and expense, to replace the Communications Facility with similar and comparable buildings, equipment, tower structures and antennas.

2. **Initial Term and Rental.** This Agreement shall be for an initial term of _____ (~~five~~ **(5)**) years (“**Initial Term**”) beginning on the date that is the first (1st) day of the month after Tenant commences construction of receives all municipal and State of Connecticut regulatory approvals for the Communications Facility, but in no event later than _____, 2007 (the “**Commencement Date**”), at a Monthly Rental of _____ and 00/100 Dollars (\$ _____ .00), to be paid in advance (the “**Monthly Rental**”), to LANDLORD at the address set forth on page 1 above, or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. TENANT shall make all Monthly Rental payments on or before the monthly anniversary of the Commencement Date through out the lease term and any renewal terms. On each and every anniversary of the Commencement Date, the Monthly Rental shall be increased by _____ percent (_____ %) over the Monthly Rental in effect during the preceding year.

Notwithstanding the above, the TENANT shall pay LANDLORD the sum of _____ Thousand Dollars (\$ _____) as a lease fee (“Lease Fee”) within ten (10) days after the execution of this Agreement. Time is of the essence for the payment of the Lease Fee.

Additionally, LANDLORD shall receive from TENANT as additional monthly rent the following for each Broadband Lessee (“Lessee”) that has subleased or licensed space at the Site:

- [One Hundred and Twenty Five Dollars (\$125)] commencing with the first Lessee
- [One Hundred and Fifty Dollars (\$150)] commencing with the second Lessee
- [One Hundred and Seventy Five Dollars (\$175)] commencing with the third Lessee
- [One Hundred and Eighty Five Dollars (\$185)] commencing with the fourth Lessee
- [Two Hundred Dollars (\$200)] commencing with the fifth Lessee and all additional Broadband Lessees.

TENANT shall promptly notify LANDLORD any time Lessee or additional Lessee enters into a sublease or license with TENANT or occupies space at the Site. Such additional rent shall be first due and payable upon the date TENANT is to receive payments from such Lessee(s) and monthly thereafter.

3. **Extension of Term.** Provided TENANT is not in default of this Agreement, TENANT shall have the option to extend the term of this Agreement for _____ (~~four~~ **(4)**) additional

consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, prior to the beginning of the extended rental term, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement. The Monthly Rental for the extended terms shall be payable in the same manner as the Monthly Rental for the Initial Term.

4. Continuance of Lease. If, at least six (6) months prior to the end of the last extended term, TENANT has not given LANDLORD written notice of its desire that the term of this Agreement end at expiration of the last extended term, then upon the expiration of the last extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days prior to the end of any such annual term. The Monthly Rental for the first such annual term shall be equal to the Monthly Rental paid for the last month of the last extended term increased by _____ percent (_____%) and shall increase by _____ percent (_____%) on each anniversary of the Commencement Date thereafter during any subsequent annual terms for which the lease is continued under the above provisions. Said rent shall be paid consistent with the provisions in Paragraph 2 above.

5. Use. TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating communication facilities and uses incidental thereto, which facilities ~~may~~shall consist of such buildings as are necessary to house telecommunications equipment, a single free standing monopoles or other ~~types~~type of antenna structures structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, ~~at the option of TENANT,~~shall be placed around the perimeter of the Leased Property. Parcel. All improvements to the Leased Property necessary for TENANT's use shall be made at TENANT's sole expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's surrounding property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Leased Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's surrounding property, as designated by LANDLORD, as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) subject to LANDLORD's prior approval, the right to construct and maintain improvements on LANDLORD's surrounding property and/or the easement(s) reasonably necessary for the maintenance and operation of the Communications Facility. During the term of this Agreement, TENANT will maintain the Leased Property and all of TENANT's improvements on the Leased Property in a reasonable condition.

TENANT, at TENANT's option, may erect ~~monopoles, a single monopole or a~~ self-supporting towers, ~~guyed towers, or other such structures~~tower suitable for its proposed use. Should TENANT

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~~choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over, and across the Leased Property as well as the property owned by LANDLORD surrounding the Leased Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT's towers. The easement granted herein shall extend such distance from the TENANT's towers as is reasonably necessary, in TENANT's sole discretion, to properly support said towers with the area over which such wires extend being considered a part of the easement area and the Leased Property. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT's towers or the tower's guy wires or the TENANT's other improvements.~~

During the term of this Agreement, and any extension thereof, LANDLORD shall permit TENANT free ingress and egress to the Leased Property by TENANT and its sublessees, employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests, environmental tests (including Phase I and Phase II audits) and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its sublessees, employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Leased Property Parcel and the surrounding property to conduct such tests, investigations and similar activities, and may remove any trees or foliage incidental thereto. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Leased Property, LANDLORD's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities. ~~LANDLORD shall indemnify and hold TENANT harmless from environmental findings resulting from any such tests, investigation and/or similar activities.~~

6. Governmental Approvals. LANDLORD shall reasonably cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Leased Property. The obligations of LANDLORD as set forth herein with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the Commencement Date, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's right to remove its property as hereinafter provided.

7. Utility Service. During the term of this Agreement, LANDLORD shall reasonably cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way depicted on Exhibit A, by signing such documents or easements as may be reasonably required by the utility companies. In the event any utility company is unable or unwilling to use the aforementioned right-of-way, LANDLORD hereby agrees to use its best reasonable efforts to grant an alternative right-of-way either to TENANT or to the utility company at no cost to TENANT at a mutually acceptable location, LANDLORD's acceptance of the location of the additional right-of-way shall not be unreasonably withheld, conditioned or delayed.

As part of its effort to secure electric utility service to the Leased Property, the TENANT, at its sole cost and expense, shall upgrade the existing service to LANDLORD's building containing the Leased Premises to _____ amp service and the installation of a new meter and submeter and all other utility work as may be required by the servicing utility or as requested by the applicable building and fire codes.

8. Surveys. LANDLORD also hereby grants to TENANT the right to survey the Leased Property Parcel and LANDLORD's surrounding property or portion thereof, and the legal description of the Leased Property on the survey obtained by TENANT shall then become Exhibit C, which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit A.

8.9. Indemnification and Insurance. TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Property or LANDLORD's surrounding property by LANDLORD or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents. ~~LANDLORD agrees that TENANT may self-insure against any loss or damage, which could be covered by a comprehensive general liability policy.~~ TENANT shall maintain, in full force, at its own expense, during the Initial Term and during any Renewal Term of this Agreement, Comprehensive Commercial General Liability Insurance and motor vehicle insurance, both in the minimum amount of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. TENANT shall provide a certificate of insurance to LANDLORD which shall contain a provision for a thirty (30) days notice of cancellation to LANDLORD, and shall name LANDLORD as an additional insured. Additionally, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's Communications Facility.

9.10. Taxes. TENANT shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the improvements constructed by TENANT on the Leased Property. TENANT shall reimburse LANDLORD, as additional rent, for any increase in ad valorem real estate taxes levied against the Leased Property which are directly attributable to the improvements constructed by TENANT on the Leased Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT so long as LANDLORD demonstrates to TENANT to its reasonable satisfaction that such taxes are attributable to the TENANT'S improvements. TENANT maintains the right to appeal any tax assessment to the appropriate governmental authority, which appeal shall be paid for by TENANT. Should the State in which the Leased Property is located offer an early payment tax incentive, LANDLORD hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow TENANT to take advantage of any offered incentives. TENANT'S duty to pay property taxes is contingent upon LANDLORD furnishing TENANT within ~~seven (7)~~ **twenty (20) business** days of receipt by LANDLORD or LANDLORD'S representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Property. LANDLORD'S ability to bill TENANT for said taxes is limited to the current year tax billing in question. In no event will LANDLORD have the ability to bill for pro-rata share or estimates of taxes on future tax billings. ~~TENANT shall not be responsible for paying any penalties or retroactive taxes imposed due to violation of Covenants set forth in an Application for Conservation Use Assessment of Agricultural Property. LANDLORD shall pay all penalties or retroactive taxes imposed due to violation of Covenants set forth in the Application for Conservation Use Assessment of Agricultural Property. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. TENANT may, at TENANT'S sole option, pay any delinquent taxes levied against LANDLORD'S property and then deduct any amount paid from future rents due.~~

10.11. Title. LANDLORD warrants and covenants that LANDLORD is ~~seized of good and marketable title and interest to the Parent Parcel and has full power and authority to enter into and execute this Agreement. LANDLORD further covenants that there are no mortgages, liens, judgments or impediments of title on the Parent Parcel, or affecting LANDLORD'S title to the same, other than as set forth on Exhibit B, and that there are no covenants, easements or restrictions which prevent the use of the Leased Property by TENANT as set forth in this Agreement, 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. LANDLORD further covenants that all real estate taxes assessed against the Parent Parcel have been paid in full through the most current payment period.~~

~~In the event LANDLORD does not have good and marketable title to the Parent Parcel or authority as set forth herein or there are liens, judgments or impediments to TENANT'S use, or said real estate taxes have not been paid current, after LANDLORD has been provided with notice and a period of thirty (30)~~

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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 Agreement immediately and LANDLORD will return all rent prepaid by TENANT.

11.12. Termination Right Upon Certain Conditions. TENANT shall have the right to terminate this Agreement by written notice to LANDLORD at any time upon the occurrence of any of the following events: (a) any certificate, permit, license or approval necessary for the construction or operation of the Communications Facility in the manner intended by TENANT is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or TENANT determines the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) TENANT determines that, based upon imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with TENANT's reception or transmission, the Leased Property is inappropriate for the uses intended by TENANT; or (c) LANDLORD does not have good and marketable title to the Leased Property or does not have the full power and authority to enter into and execute this Agreement or Leased Property is encumbered in a way which restricts TENANT's use; or (d) for any other reason, in TENANT's sole discretion determines that it will be unable to use the Leased Property so long as TENANT delivers to LANDLORD 30 days' prior written notice of its intent to terminate this Agreement and pays a termination fee of \$ _____ to LANDLORD. Upon termination, all prepaid rent will be refunded to TENANT by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's right obligation to remove its property as hereinafter provided.

12.13. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. TENANT, upon termination of this Agreement, shall have the right to, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT, including but not limited to the Tower Antennas and Communication Facility. If such removal of all TENANT's improvements causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate and personal property and real property taxes until such time as the removal of the improvements is completed. Notwithstanding any other provisions of this Agreement, the provisions of this Paragraph 13 shall survive the expiration or earlier termination of this Agreement. Notwithstanding anything to the contrary contained in this Section 12 or in this Agreement, at LANDLORD's sole option, upon termination of this Agreement and upon LANDLORD's written notice within thirty (30) days from notification of termination to TENANT, TENANT will may leave the foundation and security fence on the Leased Property to become the property of LANDLORD.

13.14. Quiet Enjoyment. 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 Leased Property. LANDLORD further covenants to TENANT that, as of the date of execution of this Agreement, there are no pending or threatened legal proceedings or actions of any kind or character affecting the Leased Parcel Property or LANDLORD's interest therein. If LANDLORD owns and/or controls additional adjacent land, LANDLORD agrees for itself and all future holders of such land that no use shall be made of the land during the term of this Agreement that would materially and substantially interfere or compete with TENANT's use of the Leased Property.

~~14. Assignment and Subleasing. TENANT, at its sole discretion, shall have the right to assign or transfer this Agreement, or sublet all or any portion of the Leased Property, including, but not limited to, ground space and tower space, to any third party without the consent of LANDLORD. TENANT's assignee(s), transferee(s), Leasehold Mortgagee(s) (defined in Section 15 below), or sublessee(s) shall be entitled to rights of twenty four (24) hour per day, seven day per week unobstructed ingress and egress to the Leased Property and the right to install utilities on the Leased Property and exercise all rights of TENANT as if such assignee(s), transferee(s), Leasehold Mortgagee(s), or sublessee(s) were TENANT under this Agreement. TENANT shall be relieved of all its obligations under this Agreement from and after the date of such assignment.~~

15. Assignment. TENANT may assign, transfer and convey any or all of the rights, duties and privileges granted by this Agreement to TENANT's parent company or any affiliate or subsidiary of TENANT or any entity with or into which TENANT is merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company upon written notice to LANDLORD. TENANT may not sell, assign, transfer or convey any or all of the rights, duties and privileges granted by this Agreement to any other party without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld, delayed or conditioned.

15.16. Leasehold Mortgage.

(a) ~~Leasehold Mortgages.~~ TENANT may, at any time and from time to time, without the requirement of consent by LANDLORD, convey in trust, mortgage, encumber, assign, and/or hypothecate to a bank, savings and loan association, pension fund, insurance company, or other institutional lender (each, a "Permitted Lender"), by deed of trust, mortgage, assignment or otherwise (all of which security instruments, together with all amendments, supplements and modifications thereto, are herein referred to as "**Leasehold Mortgage**") all or any portion of TENANT's interest in this Agreement ("**TENANT's Interest**") which shall include: (i) the leasehold estate created by this Agreement; (ii) any improvements made by the TENANT; (iii) any subleasehold estate or other interest created by TENANT in any portion of, or estate in, the Leased Parcel or improvements; or (iv) the rents, income, issues and profits to be derived by TENANT from the Leased Parcel or improvements or any such estate and from the conduct of any use thereof, provided that TENANT shall give LANDLORD prior notice of any Leasehold Mortgage which notice shall be accompanied by the address of Permitted Lender to which notices may be

sent. If there is more than one Permitted Lender, then the Permitted Lender having the Leasehold Mortgage which is most senior in lien priority shall be referred to hereinafter as the "**Lender**". It is the intention of the parties hereto that only the Lender, and not every Permitted Lender, have certain rights afforded to the Lender as more particularly described hereinafter.

(b) — ~~**Lender's Rights.** If TENANT complies with the requirements of Section 15(a) above, then Lender shall have the following rights:~~

~~(i) — Lender may exercise any right, remedy or privilege granted to TENANT by this Agreement or otherwise by law.~~

~~(ii) — Should Lender exercise any rights of TENANT under this Agreement, including the right to exercise any renewal option(s) or purchase option(s), if any, set forth herein, LANDLORD agrees to accept such exercise of rights by Lender as if same had been exercised by TENANT.~~

~~(iii) — If there shall be a monetary default by TENANT under this Agreement, LANDLORD shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to TENANT, if any hereunder, to cure such default, prior to terminating the Agreement. If there shall be a non-monetary default by TENANT under the Agreement, LANDLORD shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to TENANT under the Agreement to cure such default, prior to terminating the Agreement.~~

~~(iv) — LANDLORD shall deliver a copy to the Lender of any notice of default given to the TENANT.~~

~~(v) — This Agreement may not be amended in any respect which would likely be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender.~~

~~(vi) — If this Agreement is terminated as a result of a TENANT default or is rejected in any bankruptcy proceeding, LANDLORD will enter in a new lease with Lender or its designee on the same terms as the Lease within fifteen (15) days of Lender's request made within thirty (30) days notice of such termination or rejection, provided Lender pays all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the lease term.~~

~~(vii) — LANDLORD may acquire and succeed to any part or all of TENANT's Interest or cause such or any part thereof to be transferred to any person by judicial~~

~~foreclosure sale, trustee's sale under power of sale, public or private sale of any personal property in which Lender has a security interest, or by deed, assignment or transfer in lieu of foreclosure; and if Lender so acquires the rights and interests of TENANT hereunder, or any part thereof, Lender may thereafter at any time convey, assign and transfer the rights or interests so acquired to any other persons or entities.~~

~~(viii) Lender may enforce and preserve Lender's rights under the Leasehold Mortgage and any other agreement entered into in connection therewith, and in the event of a default and pending sale or foreclosure of any Leasehold Mortgage or other disposition by Lender of TENANT's Interest, Lender may enter upon and take possession of the Leased Parcel and the improvements or such portion thereof or estate herein in which Lender has an interest.~~

~~(ix) Lender shall be entitled to participate in the adjustment of losses with any insurance company with respect to any damage or destruction of the Leased Property and shall have the right to supervise and control the receipt and disbursements of all insurance proceeds related to the Leased Property in accordance with the terms of the Leasehold Mortgage and shall be entitled to all insurance proceeds related to the Leased Property which are not used to restore the Leased Property to be applied to the reduction of the debt secured by the Leasehold Mortgage.~~

~~(x) Lender shall be entitled to participate in any condemnation proceedings settlement discussions in connection with any taking of all or any part of the Leased Property, and to supervise and to control the receipt and disbursement of all condemnation awards related to the Leased Property and shall be entitled to all condemnation awards related to the Leased Property which are not used to restore the Leased Property to be applied to the reduction of the debt secured by the Leasehold Mortgage in accordance with the terms thereof. LANDLORD and TENANT acknowledge and agree that in the event a taking which does not result in the termination of this Agreement, Lender shall have the right to collect and hold any condemnation awards related to the Leased Property and to supervise, determine and direct whether any such awards are made available for the restoration of the Leased Property or are applied to the repayment of the unsatisfied obligations of TENANT to Lender which are secured, in part, by the Leasehold Mortgage and shall be entitled to any portion of such awards which are not used to restore the Leased Property to be applied to the reduction of the debt secured by the Leasehold Mortgage in accordance with the terms thereof. LANDLORD and TENANT acknowledge and agree that in the event of a taking by eminent domain resulting in a termination of this Agreement, all awards received as a result thereof shall first be~~

~~distributed to Lender to the extent of the unsatisfied obligations of TENANT to Lender which are secured, in part, by the Leasehold Mortgage.~~

~~(e) — **Lender Not Personally Liable.** Lender shall not, as a condition to the exercise of its rights hereunder, be required to assume any personal liability for the payment and performance of the obligations of TENANT hereunder. Any such payment or performance or other act by Lender hereunder shall not be construed as an undertaking by Lender to assume such personal liability.~~

~~(d) — **No Surrender of Lease.** So long as any indebtedness or other obligation secured by the Leasehold Mortgage shall remain unsatisfied and not fully discharged, LANDLORD shall not, prior to the natural expiration of the term of the Lease, without the prior written consent of Lender, (i) accept any surrender of the Leased Property or any portion thereof; (ii) consent to any modification or assignment of this Agreement or any portion thereof or TENANT's Interest; or (iii) exercise or accept the exercise of any option or right of TENANT to terminate the Lease or to purchase LANDLORD's interest hereunder or in the Leased Property.~~

~~(e) — **No Termination of Lease.** So long as any indebtedness or other obligation secured by the Leasehold Mortgage shall remain unsatisfied and not fully discharged and the Leasehold Mortgage has not been discharged of record, LANDLORD shall not: (i) terminate the Lease or exercise any right of re-entry provided in the Lease or otherwise by law; (ii) take possession of and/or relet the Leased Parcel or any portion thereof; or (iii) enforce any other right or remedy which may affect the rights of Lender under said Leasehold Mortgage, unless:~~

~~(i) — LANDLORD has, after all time periods, if any, have expired in which TENANT is entitled to cure such Event of Default, served upon Lender (in the manner required by this Agreement for serving notices), a written notice stating the nature and extent of any Event of Default and describing the performance by TENANT required to cure said Event of Default.~~

~~(ii) — The Lender has failed within sixty (60) days after the service upon Lender of such Notice of Event of Default to commence and thereafter diligently pursue to completion the judicial or foreclosure sale of the leasehold estate created hereby or otherwise to pursue Lender's rights under the Leasehold Mortgage, or its rights at law or in equity, provided, however, that if Lender shall be subject to any statutory automatic stay, injunction or restraining order prohibiting the enforcement by Lender of any of its remedies under the Leasehold Mortgage or under any provision of law or equity, or prohibiting Lender from taking possession of the Leased Parcel, then said sixty (60) day period shall be extended for that period of time during which Lender is diligently endeavoring to obtain a final judgment or order vacating or removing said automatic stay, injunction or restraining order and to thereafter enforce remedies as hereinabove provided.~~

~~(iii) — The transferee at the judicial or foreclosure sale of the leasehold estate hereunder or by assignment in lieu of foreclosure (except if such transferee is Lender) has failed within sixty (60) days after gaining lawful possession of the Leased Parcel following said sale or assignment to cure all monetary Events of Default hereunder.~~

~~(iv) — The transferee at the judicial or foreclosure sale of the leasehold estate hereunder or by assignment in lieu of foreclosure (including Lender) has failed, within ninety (90) days after gaining lawful possession of the Leased Parcel following said sale or assignment, to cure all nonmonetary Events of Defaults hereunder (subject to subparagraph (f) below or to commence, and thereafter diligently pursue to completion, the actions necessary to cure all nonmonetary Events of Defaults which cannot be cured within ninety (90) days (subject to subparagraph (f) below).~~

~~(f) — **Certain Events of Default Cured by Transfer.** For purposes of this Agreement, the following Events of Default shall not, as between LANDLORD and the transferee referred to in Section 15(e)(iv) herein and such transferee's successors and assigns (each a "Transferee"), constitute an Event of Default which must be cured but shall be automatically cured upon conveyance of such leasehold estate to Transferee:~~

~~(i) — The insolvency of TENANT or the commencement by or against TENANT of any proceedings under any Chapter of the Federal Bankruptcy Code as amended from time to time.~~

~~(ii) — The attachment, execution or other judicial or statutory levy or seizure of the Premises or any portion thereof or any of TENANT's rights and interests in this Agreement, including the leasehold estate created hereby, or any improvements now or hereafter erected upon, or affixed to, the Leased Parcel.~~

~~(iii) — The appointment of a receiver or other custodian or personal representative to take possession of all or any portion of TENANT's assets.~~

~~(iv) — Any composition of creditors of TENANT or any assignment by TENANT of all or any portion of TENANT's assets for the benefit of creditors.~~

~~(v) — Any other Event of Default which relates to the status of TENANT, and not to the status or condition of the Leased Parcel or Improvements.~~

~~(vi) — Any fraud or misrepresentation of TENANT.~~

(vii) ~~Any failure of TENANT to indemnify LANDLORD pursuant to Section 9 of this Agreement if the act, mission, event or condition giving rise to such indemnification occurred prior to the date Transferee acquires Tenant's Interest.~~

(g) ~~Extension of Time Periods. Without limiting the application of any of the foregoing provisions, if TENANT is required as a condition to the continued effectiveness of this Agreement or as a condition precedent hereof, to perform or cause the construction, repair, replacement or restoration of any improvements upon the Leased Parcel or any portion thereof, all conditions relating to the time period(s) in which TENANT is to so construct, repair, replace or restore said improvements shall be extended to provide the Transferee with an equivalent period of time for such performance following the lawful acquisition of possession of the Leased Parcel by Transferee.~~

(h) ~~LANDLORD in Bankruptcy. In the event that LANDLORD becomes the subject of a case under the U.S. Bankruptcy Code (or any other or successor law providing similar relief), and LANDLORD or any trustee of LANDLORD rejects or seeks authority to reject this Agreement under 11 U.S.C. §365 (or any other or successor provision permitting any similar relief): (i) TENANT shall elect, and hereby does elect, without further act, unless Lender consents in writing to any other election, to remain in possession for the balance of the term of the Lease and any renewal or extension thereof, pursuant to 11 U.S.C. §365(h) (and any other successor provision permitting a similar election); (ii) any purported election by TENANT to treat the Lease as terminated shall be void and of no effect, unless Lender consents in writing thereto; and (iii) the lien of the Leasehold Mortgage shall not be impaired by such rejection.~~

(i) ~~TENANT in Bankruptcy. In the event that TENANT becomes the subject of a case under the U.S. Bankruptcy Code (or any other law providing similar relief), LANDLORD shall give prompt notice to Lender of any notice it receives of a request by TENANT or any trustee of TENANT for authority to reject this Agreement. The LANDLORD acknowledges and agrees that any such rejection of this Agreement shall have no effect upon the continued existence of the leasehold estate created hereby or of the Leasehold Mortgage unless consented to in writing by Lender.~~

(j) ~~Modification to Lease. LANDLORD, on request of TENANT or of Lender, shall execute such reasonable modifications or amendments of this Agreement as shall be required by Lender provided the modifications do not increase the burdens or obligations or decrease the rights of LANDLORD, or decrease the burdens or obligations of TENANT under this Agreement in any material way.~~

(k) ~~New Lease. Notwithstanding any other provision of this Agreement, should the Lease terminate or be rejected because of the insolvency or bankruptcy of TENANT, or should the Lease be terminated for any reason LANDLORD will execute a new lease agreement for the Leased Parcel with Lender (or its designee), as lessee, provided: (i) a written request for the new lease agreement is served on~~

~~LANDLORD by Lender within sixty (60) days after service by LANDLORD to Lender of written notice that the Lease has been terminated (which termination may not occur prior to expiration of the time periods described in paragraph (e) above); (ii) the new lease agreement is for a term ending on the same day the term of this Lease would have ended had not this Lease been terminated, provides for payment of rent at the same rate that would have been payable under this Lease during the remaining term of this Lease had this Lease not been terminated, and contains the same terms, covenants, conditions and provisions as contained in this Lease; and (iii) the new lease agreement shall be subject to all existing subleases, and shall be assignable by Lender; provided, however, that Lender (or its designee) need not cure any prior defaults of TENANT under the terminate Lease.~~

~~(l) — Binding Effect. The provisions set forth in this Section 15 are intended to limit the rights of LANDLORD hereunder for the benefit of Lenders. This Section 15 shall be binding upon and inure to the benefit of LANDLORD, TENANT and their respective successors and assigns.~~

~~(m) — Third Party Beneficiary. Upon request of either the TENANT or Lender, LANDLORD shall enter into an agreement with the Lender confirming that the Lender has all of the rights and remedies provided by this Section 15 and incorporating all of such rights and remedies into such agreement. It is further intended that the Lender be a third party beneficiary of each of the provisions of this Section 15.~~

~~———— **16. — Right of First Refusal**. LANDLORD shall not, prior to the expiration of the term of this Agreement, or any extension thereof, sell the Parent Parcel or any interest therein without first given written notification thereof to TENANT, which notice is hereinafter referred to as "**Notice of Sale**".~~

~~The Notice of Sale shall include the exact and complete terms of the proposed sale and shall have attached thereto a copy of the bona fide offer and counteroffer, if any, duly executed by both LANDLORD and prospective purchaser. For the period of fourteen (14) calendar days after receipt by TENANT of the Notice of Sale, TENANT shall have the right to give written notice to LANDLORD of TENANT's right to purchase the Leased Parcel, the interest therein proposed to be sold, or the property of which the Leased Parcel is part of on the same terms, price and conditions as set forth in the Notice of Sale. In the event LANDLORD does not receive written notice of TENANT's exercise of the right herein granted within said 14 day period, there shall be a conclusive presumption that TENANT has not elected to exercise TENANT's right hereunder, and LANDLORD may complete the sale to the prospective purchaser on the same terms set forth in the Notice of Sale.~~

17. Condemnation. If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall, in TENANT's sole option, cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation

from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property. **TENANT shall not contest or share in any condemnation award for the Leased Property or the Parent Parcel.**

18. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Leased Property, provided, that ~~no~~ **LANDLORD shall use commercially reasonable efforts to obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "Non-Disturbance Agreement") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "Mortgage"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder.** No such subordination shall be effective unless the holder of every such deed to secure debt or mortgage ~~Mortgage~~ shall, either in the deed to secure debt or mortgage ~~Mortgage~~ itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and **effect and** TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. ~~The form of such agreement shall be substantially the same as that attached hereto as Exhibit D.~~ TENANT shall execute in a timely manner whatever instruments **instrument** may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Property is encumbered by a deed to secure debt or mortgage ~~one or more~~ **Mortgages** on the Commencement Date, LANDLORD shall furnish to TENANT, no later than ~~tensixty~~ **(1060)** days after the Commencement Date of this Agreement ~~a,~~ **shall use** commercially reasonable **efforts to obtain and furnish to TENANT a** Non-Disturbance Agreement from each and every mortgage, ground lessor and other lien holder having an interest in the Leased Property in recordable form ~~by~~ **from** the holder of each deed to secure debt or mortgage. LANDLORD agrees to provide TENANT with a commercially reasonable Estoppel Certificate within five (5) calendar days of TENANT's request of same. **such Mortgage.**

19. **Title Insurance.** TENANT, at TENANT's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure the suitability of the Leased Property for lease. LANDLORD agrees to cooperate with TENANT's efforts to obtain the above-mentioned documents or obtaining requested documentation as required by the title insurance company. ~~If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement,~~ TENANT, at TENANT's option, may withhold and accrue the annual rental or any pro rated portion thereof until such time as all such documentation is received by TENANT.

20. **Compliance with Laws.** 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 adverse environmental conditions existing on the Leased Parcel prior to the Commencement Date or otherwise existing on the Leased Parcel and not caused by the TENANT. 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 Parcel, 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 (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes regulated under any local, state or federal law. Prior to, during and after the term of this Agreement, 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.

For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Leased Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended.

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

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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).

21. Opportunity to Cure.

(a) — If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a ~~thirty~~ten (~~30~~10) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a ~~sixty~~thirty (~~60~~30) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a ~~sixty~~thirty (~~60~~30) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

(b) — ~~In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice from TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse TENANT therefore, and TENANT may set off from rent or other amounts due hereunder any reasonable amount expended by TENANT as a result of such default.~~

22. Default. The occurrence of each of the following shall constitute a default under this Agreement (each, an “Event of Default”):

(a) **TENANT Default.** If TENANT (i) fails to pay the Monthly Rental within ten (10) days of receipt of written notice from LANDLORD that same is past due its due date; or (ii) fails to keep, observe or perform any of the other obligations hereunder, and the continuance of such non-monetary failure without the curing of same for a period of thirty (30) days after receipt of written notice thereof from LANDLORD. Notwithstanding any provision herein to the contrary, if any non-monetary Event of Default cannot reasonably be cured within such thirty (30) day period, TENANT shall be afforded such additional time as is reasonably required to effect such cure provided that TENANT promptly commences, and diligently pursues, efforts to effect such cure.

(b) — ~~**LANDLORD Default.** If LANDLORD is in default of any covenant, term or condition to be performed by LANDLORD under this Agreement and fails to cure such default within thirty (30) days after notice thereof from TENANT, then TENANT may exercise all remedies available hereunder, at law~~

or in equity for such default, including having the right to specific performance and damages and may, in addition, expend such amounts as may reasonably be necessary to cure such default for the account and at the expense of LANDLORD, which expense shall be payable to TENANT immediately upon TENANT's submission of documentation of such expense to LANDLORD.

~~**Remedies.** In the Event of Default regarding LANDLORD shall not have been cured within thirty (30) days after written notice from TENANT identifying such default, and LANDLORD shall not have commenced remedying thereof within such period or shall not be proceeding with due diligence to remedy it, then in any such case TENANT may terminate this Agreement by giving notice in writing thereof to LANDLORD. Upon said termination by TENANT, TENANT shall have no further obligation to LANDLORD, other than TENANT's right to remove its property pursuant to Section 12.~~

~~If any Event of Default regarding TENANT shall not have been cured in accordance with Section 22(a), then, subject to the rights of TENANT's Lender pursuant to Section 15(e), LANDLORD shall have the right to terminate this Agreement upon written notice to TENANT. 24.~~

[TO BE FURTHER REVISED]

23. Governing Law. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State [first option: of New York] [second option: in which the Leased Parcel is located] of Connecticut.

~~**25.24. Notices.** Any required or permitted notice or demand shall be made by certified mail, postage prepaid or via a nationally recognized overnight courier service addressed to the other party at the address set forth below. Either party may modify, add, or delete notice addresses from time to time by notice given in accordance with this Section 24. Any notice or demand sent via certified mail shall be deemed to have been given or made on the date that is three (3) days from the date the notice is deposited in a United States Post Office. Any notice or demand sent via a nationally recognized overnight courier service shall be deemed to have been given or made on the date that is one day after the time it is deposited with a private overnight courier service.~~

TENANT: Optasite Towers LLC
1 Research Dr., Suite 200C
Westborough, MA 01581
Attn: Contracts Manager

LANDLORD: Hilliard Mills, LLC
642 Hilliard Street
Manchester, CT 06040
Attention:

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

26-25. Waiver of Landlord's Lien.

(a) LANDLORD waives any lien rights it may have concerning the Communications Facility, all of which are deemed TENANT's personal property and not fixtures, and TENANT has the right to remove the same at any time without LANDLORD's consent.

(b) LANDLORD acknowledges that TENANT has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Communications Facility ("**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, LANDLORD (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

27-26. Binding Effect. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

~~28. **Arbitration.** In case of dispute over the terms of this Agreement, or of any claim, suit or controversy arising out of or relating to in any way the activities described therein, all parties agree to submit such claim, suit, controversy or dispute shall be submitted to arbitration pursuant to the Rules of the American Arbitration Association, and agree that such arbitration shall be final and binding on all parties.~~

29-27. Miscellaneous. This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short

~~form of this Agreement in recordable form, in the form attached hereto as Exhibit E, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties~~**Notice of Lease**. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. The failure of either party to insist upon compliance by the other party with any obligation, or exercise of any remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults hereunder does not constitute a waiver of any other delinquency or default. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

30.28. Confidentiality. LANDLORD agrees that all terms of this Agreement, and any information furnished to LANDLORD by TENANT in connection with this Agreement, shall be and remain confidential. **Except as may be required as a matter of law or judicial proceedings,** LANDLORD shall not disclose any such terms or information without the prior written consent of TENANT.

31.29. Interference. Should the LANDLORD, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the ~~parcel of Leased Property leased by TENANT herein and /or the right of way thereto to a purchaser other than TENANT,~~ such sale shall be under and subject to this Agreement and TENANT'S rights hereunder. ~~LANDLORD agrees not to sell, lease, or use any other areas of the Parent Parcel or any other property owned or controlled by LANDLORD within three (3) miles of the Parent Parcel for the placement of other communications facilities if, in TENANT'S sole judgment, such installation would interfere with the facilities in use by TENANT.~~

32. Contractual Limitations Period. ~~No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.~~

33.30. Survival. The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination or expiration hereof.

34. Addendum. ~~If LANDLORD and TENANT have agreed to amend any of the foregoing terms of this Agreement, by the attached Addendum to Lease Agreement, the LANDLORD's initials appear here [_____], the TENANT's initials appear here [_____], and the attached Addendum to Lease Agreement is incorporated herein and made a part hereof by this reference.~~

35.31. No Merger. Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the Lender.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS THEREOF, the parties hereto have set their hands and seals, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound as of the Effective Date first above-written: *provided, however*, that this Agreement shall not become effective as to either party until executed by both parties.

LANDLORD:

WITNESS

By: _____

Print Name: _____

WITNESS

Its: _____

Date: _____

TENANT:

**OPTASITE TOWERS LLC,
a Delaware limited liability company**

**BY: Optasite Towers Holding, LLC, its
Member**

BY: Optasite, Inc., its Member

WITNESS

By: _____

Anthony F. Peduto

WITNESS

Its Chief Operating Officer

Date: _____

STATE/COMMONWEALTH OF _____ **OF CONNECTICUT**)
:)
COUNTY **OF HARTFORD** _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that
, whose name as LANDLORD, is signed to the foregoing Agreement and who is known to me,
acknowledged before me on this day that, being informed of the contents of the said instrument, he/she
executed the same voluntarily on the day the same bears date.

GIVEN under my hand this _____ day of _____, _____.

(NOTARIAL SEAL)

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS)
:
WORCESTER COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
Anthony F. Peduto, whose name as Chief Operating Officer of Optasite, Inc., a Delaware corporation, is
signed to the foregoing instrument and who is known to me, acknowledged before me on this day that,
being informed of the contents of the said instrument, he, as such officer and with full authority, executed
the same voluntarily for and as the act of said corporation.

GIVEN under my hand this _____ day of _____, _____.

(NOTARIAL SEAL)

Notary Public

My Commission Expires: _____

**ADDENDUM TO
LEASE AGREEMENT**

**BETWEEN «Name», as LANDLORD, and OPTASITE TOWERS LLC, as TENANT
DATED _____**

_____ LANDLORD and TENANT hereby agree that the terms and conditions of the Agreement are hereby supplemented and/or amended as follows:

_____ Any capitalized term used in this Addendum and not otherwise defined herein shall have the meaning given such term in the Agreement. In the event of any conflict between the Agreement (without this Addendum) and this Addendum, this Addendum shall control.

{This Addendum page to remain in lease even if not used}

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24

Tenant Site No.: «SiteNo»
Tenant Site Name: «SiteName»

EXHIBIT A

(Attach Site Sketch showing Leased Area with all necessary Easements)

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25

EXHIBIT B

List all Deeds to Secure Debts, Mortgages, Liens or Judgments encumbering the Leased Property.

If none, please state none.

Debts: _____

Lender:

Loan Officer Name and Telephone:

Loan Number:

Liens: _____

Judgments: _____

EXHIBIT C

(Legal Description and/or Survey of the Leased Property Obtained by Tenant)

INITIALS

Tenant Site No.: «SiteNo»
Tenant Site Name: «SiteName»

Exhibit D

~~(Form of Subordination, Non-Disturbance, and Attornment Agreement)~~

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[space above this line for Recorder's use]

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into to be effective as of this ___ day of _____, 200___, by and among _____, whose mailing address is _____ ("Lender"), _____ whose mailing address is _____ ("Lessor"), and Optasite Towers LLC, a Delaware limited liability company whose mailing address is One Research Drive, Suite 200C, Westborough, MA 01581 ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Option and Lease Agreement dated as of _____ (as the same may have been amended or modified, the "Lease") covering the Property described on Exhibit 1 attached hereto (the "Property").

WHEREAS, Lessor has borrowed (and continues to borrow) certain sums (the "Indebtedness") from Lender pursuant to the terms and conditions of that certain Loan and Security Agreement dated as of _____ between _____ and Lender (as the same may be amended or modified, the "Loan Agreement"); and

WHEREAS, the Indebtedness is secured by, *inter alia*, that certain mortgage dated _____ and recorded in the Book _____, Page _____ of the _____ County Land Records (as the same may be amended or modified, the "Mortgage"); and

WHEREAS, Lessee 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 Lessee



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 Lessee's use of the Property, 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 Loan Agreement, or as a result of any other means, Lender agrees that, so long as Lessee is not then in default under the Lease beyond any applicable cure period, Lender will recognize Lessee and will not disturb Lessee in its possession of the Property for any reason other than one which would entitle Lessor to terminate the Lease under its terms or would cause, without any further action by Lessor, the termination of the Lease or would entitle Lessor to dispossess Lessee from the Property. Lender further agrees that if the interests of Lessor under the Lease are acquired by Lender, so long as Lessee is not then in default under the Lease beyond any applicable cure period, the Lease and all rights of Lessee under the Lease, 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 Lessor under the Lease, Lender shall be liable to Lessee only for the obligations of the Lessor under the Lease which accrue on or after the date that Lender takes title to the Property. Lender agrees and covenants, provided Lessee is not in default under the Lease beyond any applicable cure period, that:
 - (a) ——— Lessee 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) ——— Lessee shall not be evicted from the Property nor shall Lessee's rights under the Lease be affected or disturbed in any way by reason of this Agreement or any modifications of or default under the Mortgage.

3. ——— Lessee agrees 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 Lessor 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 Lessor under the Lease, Lender shall not be:

{{(•)}}

Optasite

- (a) ~~liable for any act or omission of any prior Lessor (including Lessor); or~~
- (b) ~~liable for the return of any security deposit; or~~
- (c) ~~subject to any offsets or defenses which Lessee might have against any prior Lessor (including Lessor); or~~
- (d) ~~bound by any rent or additional rent which Lessee might have paid more than one month in advance to any prior Lessor (including Lessor).~~

5. ~~The Lender hereby further consents to and joins in the granting by Lessor 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 assigns. As used herein, the term "Lessee" shall include Lessee, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Lessor'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 Lessor's interest in the Property by, through or under foreclosure of the Mortgage.~~

7. ~~Lessor and Lender covenant and agree that the improvements and equipment installed, constructed, erected or placed by Lessee on the Property, including, but not limited to, all communications equipment, antennas, wires, cables, conduits and pipes ("**Lessee's Equipment**"), shall be and remain the sole property of Lessee and shall not be or become, or be considered as being, affixed to or part of Lessor's real property. Lessor and Lender hereby waive any lien rights they may have in Lessee's Equipment or improvements.~~

8. ~~Lessor's and Lessee's agreements and obligations as contained herein, with the exception of Lessor's agreements and obligations contained in *paragraph 7*, herein, shall terminate upon the satisfaction of the Mortgage.~~

9. ~~The recitals set forth above are hereby incorporated into this Agreement as if set forth entirely herein.~~

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

Signed, Sealed and Delivered
in the Presence of: _____ LENDER

Witness #1 _____ By: Exhibit Only Not for Execution

Name: _____

Title: _____
Witness #2 _____

LESSOR

Witness #1 _____ By: Exhibit Only Not for Execution

Name: _____

Title: _____
Witness #2 _____

LESSEE

Optasite Towers LLC
a Delaware limited liability company

BY: Optasite Towers Holding, LLC, its Member

BY: Optasite, Inc., its Member

Witness #1 _____ By: Exhibit Only Not for Execution

Name: Anthony F. Peduto

Title: Chief Operating Officer
Witness #2 _____

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

On this the _____ day of _____, 200__, before me _____ the undersigned officer, personally appeared <Name>, who acknowledged that he/she is the _____ of _____, 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.

Notary Public
My Commission Expires:

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

On this the _____ day of _____, 200__, before me _____ the undersigned officer, personally appeared _____, who acknowledged that he/she, as such 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.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS _____)
_____) ss.:
COUNTY OF WORCESTER _____)

Tenant Site No.: «SiteNo»
Tenant Site Name: «SiteName»

On this the _____ day of _____, 200__, before me
_____ the undersigned officer, personally appeared Anthony F.
Peduto, who acknowledged that he is the Chief Operating Officer of **Optasite, Inc.**, a Delaware
corporation and that he, 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.

Notary Public
My Commission Expires:

EXHIBIT 1

Legal Description

EXHIBIT E

(Memorandum of Lease)

After recording return to:

Optasite Towers LLC
One Research Dr., Suite 200C
Westborough, MA 01581
Attn: Contracts Manager

[STATE/COMMONWEALTH] OF [STATE]

«COUNTY2» COUNTY

The Above Space for Recorder's Use Only

MEMORANDUM OF LEASE

~~THIS MEMORANDUM OF LEASE~~ ("Memorandum") is executed this _____ day of _____, 200__, by and between «Name», a corporation/individual/partnership ("LANDLORD"), whose mailing address is «Address», «CityStateZip», and **Optasite Towers LLC**, a Delaware limited liability company ("TENANT"), whose mailing address is One Research Dr., Suite 200C, Westborough, MA 01581.

~~WHEREAS, LANDLORD and TENANT executed and entered into a Lease Agreement (the "Lease") dated _____, 200__, for the purpose of installing, operating and maintaining radio communication facilities and other improvements on the Leased Property (as hereinafter defined).~~

~~WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Leased Property (as hereinafter defined), to acknowledge TENANT's exercise of its option under the Lease and to provide for a commencement date under the Lease.~~

~~NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LANDLORD and TENANT hereby agree as follows:~~

~~1. Lease Term. The terms of the Lease shall be _____ years commencing on _____, 200__ (the "Commencement Date"), and terminating at midnight on the tenth (10th) anniversary of the Commencement Date (the "Initial Term"). TENANT has the option under the terms of the Lease to extend the Lease for _____ () additional _____ () year terms (the "Renewal Terms").~~

~~2. Leased Property. Subject to the terms of the Lease, as may be amended from time to time,~~

((()))
Optasite

LANDLORD has leased to TENANT the real property described on Exhibits "1" and "2" attached hereto (the "Property") and LANDLORD has granted unto TENANT, for the Initial Term and any Renewal Term, easements for ingress, egress and utilities over that real property also described in Exhibits "1" and "2" attached hereto (the "Easement").

~~3. Notices. All notices, requests, demands, and other communications to LANDLORD or TENANT shall be made at the addresses for each as set forth above, unless otherwise notified in writing.~~

~~IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.~~

[SIGNATURES APPEAR ON NEXT PAGE]

LANDLORD:

By: Exhibit Only Not for Execution
WITNESS _____

Print Name: _____

WITNESS _____ Its: _____

Date: _____

TENANT:

OPTASITE TOWERS LLC,

a Delaware limited liability company

**BY: Optasite Towers Holding, LLC, its
Member**

BY: Optasite, Inc., its Member

By: Exhibit Only Not for Execution
WITNESS _____ Anthony F. Peduto

Its: Chief Operating Officer
WITNESS _____

Date: _____

Attachments:

Exhibit 1 Site Sketch

Exhibit 2 Legal Description of Landlord's Property

STATE/Commonwealth of _____)

COUNTY _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that «NotaryName1», whose name as LANDLORD, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, «HeSheI» executed the same voluntarily on the day the same bears date.

GIVEN under my hand this _____ day of _____, _____.

(NOTARIAL SEAL)

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS _____)
_____) :
WORCESTER COUNTY _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Anthony F. Peduto, whose name as Chief Operating Officer of Optasite, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this the _____ day of _____, _____.

(NOTARIAL SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT 1

Tenant Site No.: «SiteNo»
Tenant Site Name: «SiteName»

(Attach Site Sketch)

EXHIBIT 2

(Attach Legal Description of the Landlord's Property)

INITIALS

466071 v.02

(((*))
Optasite