

LAND LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) entered into as of last date this Agreement is fully executed by all parties on the signature page hereof (the “Effective Date”), by and between **Town of Groton**, a Connecticut municipality, whose address is 45 Fort Hill Road, Groton, CT 06340 (“Owner”) and **Phoenix Partnership, LLC**, a Connecticut limited liability company, whose address is 110 Washington Avenue, North Haven, CT 06473 (“Tenant”), provides for the granting and leasing of certain property interests on and subject to the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** So long as the Option (hereinafter defined in Section 2 of this Agreement) is exercised by Tenant in strict accordance with Section 2 of this Agreement, Owner, during the Term (hereinafter defined in Section 3 of this Agreement) of and subject to the terms and conditions of this Agreement, shall:
 - a) lease to Tenant certain real property comprised of approximately Two Thousand Seven Hundred Fifty (2750) square feet of land (the “Premises”) located on Owner’s Property (as hereinafter defined) for the Use permitted by Section 5 of this Agreement;
 - b) grant to Tenant a non – exclusive easement required to run, install, maintain, repair, inspect and replace utility lines and cables on, under or across Owner’s Property as required for Tenant’s operation of the Communications Facility (as hereinafter defined), which utilities shall be installed in location(s) approved by Owner so as to not interfere or impede Owner’s current or future use of Owner’s Property, which Tenant acknowledges is utilized as the Owner’s public safety complex/police department; and
 - c) grant to Tenant a non – exclusive easement across Owner’s Property for Tenant access to and from the Premises;

“Owner’s Property” shall be defined as 68 Groton Long Point Road, Groton, New London County, Connecticut (Parcel PIN:: 260810364571 E), which Owner’s Property is more particularly described on **Exhibit “A”** hereof and incorporated herein. The Premises and associated easement areas are more particularly described and/or displayed on **Exhibit “B”** attached hereto and incorporated herein. To the extent Owner requires the location of the utility or access easement to be relocated during the Term of this Agreement, Owner reserves the right to require such relocation at Owner’s sole cost and expense so long as there is continuous and uninterrupted utilities and access to the Premises (other than a temporary interruption as may be required to switch over the utility connection from the old to new utility connection which shall be performed as instantaneously as possible) it does not materially interfere with Tenant’s ability to connect utilities to or access the Premises for the purposes contemplated by this Agreement. Owner shall provide Tenant with at least ninety (90) days prior written notice before starting any relocation of the access and utilities and Owner further acknowledges that any such relocation may require additional environmental, regulatory, and such other studies and tests if required by applicable law, or in Tenant’s reasonable judgment, in constructing and placing utilities and an access road. The lease and easements contemplated above shall automatically terminate simultaneously with the termination or expiration of this Agreement.

2. **OPTION.**

2.1. **OPTION**

In consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1000.00) (the “Option Money”), to be paid by Tenant to Owner within five (5) days of full execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the “Option”) to lease the Premises and receive a grant of the non-exclusive easements referenced in Section 1 hereof, subject to and in accordance with the terms and conditions set forth in this Agreement. To enable Tenant to pay said Option Money to Owner, Owner shall provide Tenant with a W-9 form setting forth the tax identification number of Owner upon

execution of this Agreement. Owner acknowledges that Tenant cannot pay the Option Money until such time as Tenant has received the W-9 from Owner.

2.2. OPTION PERIOD. Subject to Tenant first satisfying the pre-conditions to its eligibility to exercise the Option as set forth in Section 5(e) and 5(g) hereof, and providing evidence displaying satisfaction of such conditions to Owner at the time of Option exercise, the Option may be exercised by Tenant sending written notice to Owner of its election to exercise the Option at any time within Twelve (12) months of the Effective Date (the "Option Period"), which notice shall be sent by certified mail, return receipt requested or by any other USPS method or recognized national courier (e.g. Federal Express or UPS) provided such method provides tracking and proof of delivery, to John Burt, Town Manager, Town of Groton, 45 Fort Hill Road, Groton, CT 06340. At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, so long as Tenant is not in default of this Agreement, the Option Period may be further extended for one (1) additional Twelve (12) month periods commencing immediately upon expiration of the initial twelve (12) month Option Period with an additional payment of ONE THOUSAND AND NO/100 DOLLARS (\$1000.00) by Tenant to Owner for such extension of the Option Period paid simultaneous with such written notice of extension. If Tenant fails to exercise the Option within the Option Period pursuant to this Section 2.2 as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed terminated, surrendered and null and void except for indemnification and other obligations which expressly survive such termination, and Owner shall retain all money paid for the Option and no additional money shall be payable by either party to the other.

2.3 CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the Term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises or Owner's Property, Owner shall promptly notify Tenant in writing. Any sale of Owner's Property during the Option Period, or during the Term of this Agreement if the Option is exercised, shall be subject to this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the Term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction applicable to Owner's Property that would prevent or limit Tenant from using the Premises for the uses authorized by this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date that Tenant exercises the Option pursuant to Section 2.2 of this Agreement (the "Commencement Date") and expiring on the fifth anniversary of the Commencement Date (the "Initial Term"), unless sooner terminated as provided in Paragraph 14; provided, to avoid ambiguity, the parties acknowledge and agree that any rights or obligations of either party which accrues prior to the Commencement Date, or which survive expiration or termination of this Agreement, shall be binding and enforceable. So long as Tenant is not in default under this Agreement at the expiration of the then applicable Initial Term or Renewal Term, Tenant shall have the right to extend the Initial Term for nine (9) successive five (5) year renewal periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein (said Initial Term, together with the Renewal Terms, if any, shall collectively be referred to herein as the "Term"), which extension(s) shall automatically occur for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew within sixty (60) days prior to commencement of the succeeding Renewal Term.
4. **RENT.** Until the Commencement Date occurs, Owner shall be entitled to all Rent from Existing Subtenants (defined below), and Tenant shall have no right to utilize the Towers, or to locate equipment or rent space, or to allow other entities to locate equipment or rent space, on the Towers or to collect any rent in connection therewith. Upon the Commencement Date, Tenant shall pay to Owner monthly rent ("Rent") based on the amount of rent being paid to Tenant by its subtenants, sublessees and licensees (each a "Subtenant", which term "Subtenant" includes both "Existing Subtenants" and new "Subtenants"). Calculation of Rent shall be based on the following:

(a) For the Existing Subtenants, as defined below, Tenant shall pay to Owner Eighty-Five percent (85%) of all rent received from the Existing Subtenants, not including any reimbursements by Subtenants to Tenant for payments for capital improvements to the Towers or other reimbursements to Tenant by Subtenants for Subtenant related expenses, such as the performance of a structural engineering analysis by Tenant for changes to the Subtenant's equipment.

(b) For any new Subtenants, other than Dish Wireless or its Dish Affiliates, Tenant shall remit to Owner Sixty Percent (60%) of the rent paid by the Subtenants to Tenant, not including any reimbursements by Subtenants to Tenant for payments for capital improvements to the Towers or other reimbursements to Tenant by Subtenants for Subtenant related expenses, such as the performance of a structural engineering analysis by Tenant for changes to the Subtenant's equipment. The term "Dish Affiliates" shall mean: any company in control of, controlled by, or under common control with Dish Wireless LLC as of the Effective Date hereof. For purposes of this paragraph, "control" shall require ownership of greater than fifty percent (50%) of the voting stock, membership interest, or other ownership interest, of the controlled or controlling company, as applicable;

(c) For any increases in rent negotiated by Tenant from an Existing Subtenant, Tenant shall remit to Owner Sixty (60%) percent of such increases in rent, not including any reimbursements by Subtenants to Tenant for payments for capital improvements to the Towers or other reimbursements to Tenant by Subtenants for Subtenant related expenses, such as the performance of a structural engineering analysis by Tenant for changes to the Subtenant's equipment, in addition to the 85% due to Owner due pursuant to Section 4(a) hereof.

(d) For a sublease agreement with Dish Wireless, or any Dish Affiliate thereof ("Dish"), for occupation of space within the Premises and on the Towers, Tenant shall be entitled to retain One Hundred Percent (100%) of the rent received from Dish. Owner shall not be entitled to any portion of the rent paid by Dish or any remuneration for Tenant's sublease agreement with Dish or for Dish's occupancy of the Premises.

(e) All payments required under this paragraph 4 shall commence on the Commencement Date and shall only apply to Rent actually received from the Subtenants. In the event any Subtenant fails to pay Tenant, or its successor or assign, then Tenant shall be under no obligation to pay to Owner Owner's portion of such uncollected Subtenant rent until such time as Tenant is able to collect the rent delinquency, or any portion thereof, from the Subtenant, and then Tenant shall remit all of Owner's share of the collected portion of such delinquent rent, even if collected by Tenant after expiration of the Term, which obligation shall survive expiration or termination of this Lease. Notwithstanding the foregoing, Tenant agrees to use reasonable methods to maintain leases, subleases or licenses with Existing Subtenants and/or to procure and maintain leases, subleases or licenses with new Subtenants, and to ensure timely payment of rent from the Subtenants and shall diligently pursue collection of any delinquencies, but Tenant shall not be in default of this Agreement or otherwise liable to Owner for failure to maintain any Existing Subtenants or failure to procure new Subtenants. The terms and conditions of all agreements between Tenant and a Subtenant shall be in Tenant's sole discretion, but Tenant agrees to use reasonable efforts to maximize the rent being paid by the Subtenants. The portion of Rent being paid for any Subtenant shall terminate upon the expiration, cancellation or termination of the Subtenant's agreement with Tenant, except that if Tenant collects Rent from such Subtenant following such expiration, cancellation or termination, Tenant shall remit to Owner the portion of such Rent to which Owner is entitled under this Lease. Upon any commencement or termination of revenue for which Owner is entitled to a portion as Rent, Tenant shall provide Owner with an accounting of all Rent being paid including the amount being paid from each Subtenant, the commencement date thereof, and the escalation amount and schedule, as well as all delinquent rent, if any. In addition and without limitation of the immediately preceding sentence, Owner may also request such an accounting up to twice per calendar year. Tenant's accounting obligations hereunder shall survive termination of this Agreement to the extent rents were not paid in full by Subtenants upon expiration or termination of this Agreement. Such accountings shall include supporting documentation. Any additional requests for an accounting over the two permitted plus the ones required on the commencement or termination of a Subtenant's rent shall require an administration fee of five hundred and no/100 dollars (\$500.00) which Tenant may deduct from the subsequent payment of Rent, unless such accounting displays

Owner has been underpaid by Tenant, in which case Tenant shall not charge such fee and Tenant shall pay the underpaid amount to Owner within ten (10) days of the completion of such accounting.

(f) Owner acknowledges and agrees that Owner's portion of the Subtenant's rent shall not include any reimbursement to Tenant of Tenant's costs and expenses from a Subtenant, including but not limited to, reimbursement for structural analyses or capital improvements to the Towers. Tenant shall also be permitted to charge a Subtenant a reasonable application fee without applying the Rent calculations, above, provided no such fees or reimbursements may be used as a substitution for rent.

(g) Rent shall be paid on the first day of each month following receipt of the revenue from each Subtenant. Owner acknowledges that if any Subtenant pays rent on an annual basis, then Owner's portion of such revenue, as required above, shall be paid annually on the first day of the month following receipt of the annual payment by Tenant. Owner further acknowledges that the Subleases of the Existing Subtenants will be assigned to Tenant upon Tenant's exercise of the Option and that it may take the Existing Subtenants time to transfer their rental payments to Tenant. Therefore, Owner agrees that all rental payments received by Owner from Existing Subtenants shall be remitted to Tenant upon receipt or Tenant shall be entitled to deduct the amount of such revenue received by Owner from Tenant's Rent payments to Owner.

5. USE.

(a) Subject to the requirements of this Lease, Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to temporarily park its vehicles on Owner's Property when Tenant is constructing, operating, removing, replacing, and/or servicing its Communications Facility in locations reasonably dictated by Owner.

(b) Except as provided in this section 5(b), Owner shall timely pay all real property taxes and assessments against the Owner's Property to the extent not exempt from taxation. Notwithstanding the foregoing, Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises or Tenant's use or operations on the Premises during the Term hereof, as well as with respect to any of the improvements, utilities and/or fixtures Tenant has caused to be installed, improved and/or located thereon comprising part of the real property, upon receipt from Owner of a copy of said tax bill evidencing such an increase and within the deadline(s) customarily set forth in the applicable tax assessment invoice levied on Tenant.. Tenant shall pay all personal property taxes attributed to the Communications Facility, including the Towers (upon transfer of ownership of Towers to Tenant as contemplated herein), Tenant's equipment and any other personal property that Tenant has installed and/or located on the Premises and any easement areas serving the Premises as contemplated herein. Nothing herein shall limit or modify Owner's ability to tax Subtenant's for personal property owned by such Subtenants at the Premises. Nothing herein shall limit or modify any obligation of Tenant or any Subtenant to declare their respective personal property to Owner, to file income and expense statements with Owner and/or to otherwise be responsible for their respective tax obligations pursuant to applicable law. Owner's taxing authority may, but shall not be obligated, to create a separate property card for the Premises and property located thereon for purposes of allocating tax obligations between Owner and Tenant. In the event any taxes due with respect to the Premises or Communications Facility provides for reduced payments if paid by a certain date (or, conversely, requires increased payments if not paid by a certain date), Tenant shall only be obligated to pay its portion of the lowest possible payment. Notwithstanding the foregoing, Tenant shall be obligated to pay based on a latter and higher payment date in the event Owner has provided the documentation required herein at least fifteen (15) business days prior to the lowest payment date and

Tenant has failed to remit its required payment to Owner or the taxing authority on or before the lowest payment date. In such an event, Tenant's portion shall be calculated based upon the higher payment date.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses, so long as Tenant has not caused or exacerbated such condition. Tenant shall furnish a copy of all such analyses and studies to Owner. Prior to any such entry onto the Owner's Property, Tenant shall provide at least forty-eight (48) hours (or One-Hundred Twenty (120) hours in the case of invasive testing or sampling) advanced notice to Owner, and shall provide Owner and maintain in full force and effect during all dates of entry onto the Owner's Property, with an insurance certificate from Tenant, its contractors and consultants with minimum coverage and limits consistent with those set forth on **Exhibit C**, attached hereto and incorporated herein. Tenant shall restore any damage caused to Owner's Property as a result of such entry or testing, studies or evaluations, reasonable wear and tear excepted. Tenant's indemnity obligations set forth in Section 15 hereof shall apply to any Claims against Owner that arise out of, relate to or are connected with Tenant's due diligence contemplated by this Section 5(c), which obligation shall survive expiration or termination of this Agreement. Prior to engaging in any invasive testing of the Property, Tenant shall provide Owner with a work plan, contractor information, insurance certificate(s) and such other information as shall be reasonably requested by Owner to enable it to approve such invasive testing plan before it is performed.

(d) Throughout the Term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Tenant shall cause all such documents to be prepared at its sole cost and expense. Notwithstanding the foregoing, nothing herein shall be binding on, or otherwise modify, limit, usurp or supersede the independent discretion or decision making authority of any of Owner's officers, agencies, boards or commissions as it relates to zoning, land use, utility service, building regulations or other matters requiring governmental permit, licensure, consent, authority or other approval.

(e) Owner and Tenant acknowledge that the Premises currently contains two (2) existing communications towers (the "Towers"). Upon Tenant's exercise of the Option in strict accordance with Section 2.2 of this Agreement, Owner shall assign all Subleases to Tenant and shall execute any necessary documentation to transfer ownership of the Towers and Owner's interest in the Subleases to Tenant, including but not limited to, bills of sale and assignment and assumption agreements. Until the Commencement Date occurs, Tenant shall have no responsibility for the care or maintenance of the Towers. Following the Commencement Date, Tenant shall assume all care and maintenance of the Towers in strict accordance with applicable law, industry standards and the Owner's obligations related to care and maintenance as set forth in the Existing Leases (defined in Section 5(g)), except that Tenant shall not be responsible for any default of Owner under the Subleases which occurred prior to Tenant assuming such Subleases. Owner shall indemnify and hold Tenant harmless from any third party Claims to the extent caused by any default of Owner under the Subleases which occurred prior to Tenant assuming such Subleases. However, Tenant shall be responsible if either of the Towers are over-stressed or over capacity at the time of exercising the Option and Tenant shall be responsible for the costs associated with modifying or upgrading the Towers in compliance with all applicable laws and regulations and industry standards. Tenant shall be entitled to perform any studies, investigations, drawings and other due diligence necessary for Tenant to be able to obtain any federal, state, and local government approvals and necessary for Tenant to otherwise reinforce or upgrade the Towers. Tenant shall, at its sole cost and expense, obtain any and all permits required for upgrading and reinforcing the Towers and shall provide copies of such to Owner, and shall also provide an insurance certificate from its contractor(s) performing such work conforming to the Town's minimum insurance requirements attached hereto as **Exhibit "C"** and incorporated herein. Tenant shall cause such construction, removal and disposal work to be performed in accordance with all

applicable law and industry standards, and in a competent, good and workmanlike manner. Tenant shall be entitled to utilize portions of Owner's Property for a temporary duration and in an areas and location reasonably designated by Owner for staging of construction equipment and materials during the upgrades and reinforcement to the Towers. Tenant shall be permitted to manage the work on the Towers, in Tenant's discretion utilizing vendors of Tenant's choosing provided that all work is done in accordance with common industry practices and all applicable federal, state and locals laws, ordinances, rules and regulations, subject to the requirements set forth in this Agreement. Owner agrees that Tenant shall own the Communications Facility, including the Towers, and Tenant shall be obligated to inspect, repair, and maintain such Communications Facility and Towers in good condition throughout the Term of this Agreement, perform in accordance with applicable law, industry standards and in a good, workmanlike, competent and timely manner.

(f) Owner shall be permitted to locate, maintain, repair, replace, inspect and remove, and to allow the State of Connecticut to locate, maintain, repair, replace, inspect and remove in connection with its State Radio System, equipment on the Towers. Owner agrees to enter into a tower lease agreement with Tenant as sublessor and Owner as sublessee which shall govern the parties rights and responsibilities with regard to Owner's use of the Towers. Owner shall be given preference as to the location of its equipment and that of the State of Connecticut in connection with the State radio system, including any microwave system installed in connection therewith, on the Towers unless expressly prohibited by the Existing Leases prior to any amendment thereof by Tenant after the Option is exercised. No Existing Subtenant shall be required to relocate its equipment to any height or location on the Towers. Tenant shall ensure that Tenant's equipment, and shall require that the equipment of its Subtenants, not interfere Owner's and the State's equipment on the Towers. Tenant acknowledges that Owner currently utilizes the Towers and the Owner's Property as a public safety building. The tower lease agreement shall not require any rent to be paid by Owner but shall require Owner to be responsible for its own operating costs and expenses, including but not limited to the cost of utilities, but not including the initial installation of Owner's equipment.

(g) Owner and Tenant acknowledge that the Towers are currently being utilized by the following Subtenants, or affiliates thereof: (i) AT&T Wireless; (ii) Verizon Wireless; (iii) Fishers Island Telephone, and (iv) _____ (the "Existing Subtenants" and "Existing Leases"). Owner and Tenant agree that upon Tenant's exercise of the Option in strict accordance with Section 2.2 of this Agreement, the lease agreements between Owner and the Existing Subtenants shall be assigned to and assumed by Tenant. To the extent that any of the lease agreements with the Existing Subtenants require any consent or approval of the Existing Subtenants, Tenant shall be responsible for obtaining such consents subject to Owner's cooperation therewith as a pre-condition to its eligibility and prior to Tenant exercising the Option, and shall evidence to Owner that Tenant has obtained all approvals and followed all procedures required of the Existing Leases to obtain all consents, releases, waivers and/or approvals as shall be required under the existing lease to allow for the assignment of such leases as contemplated herein simultaneously with the exercise of the Option. Tenant obtaining such consent(s) are a precondition to Tenant's eligibility to exercise the Option contemplated in Section 2.2 hereof. Attached as Exhibit D is an assignment and assumption of lease agreement to be executed by Owner and Tenant at the time the Option is exercised with respect to the existing leases.

(h) Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Owner or the State of Connecticut. Tenant shall at all times operate, and require its Subtenants to operate, in its and their use of the Towers and Premises in a manner that is compatible and does not interfere in any respects with the present and/or future uses of the Owner's Property by the Owner or the State of Connecticut. If Owner or the State of Connecticut reasonably determines that the Tenant's equipment is causing any electrical or physical interference with Owner's or State's equipment or Owner's use of Owner's Property, Owner shall specify said interference in a written notice to Tenant. Upon such notice, Tenant will immediately take all steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. If such interference is causing an emergency situation as it relates to Owner's or State's public safety communications capabilities, Tenant shall immediately power down its equipment to eliminate the interference, and if it fails to do so, hereby grants Owner the right, but not the obligation, to

take such action as shall be necessary to eliminate such interference without liability to Tenant or its Subtenants. Tenant shall defend, indemnify and hold Owner harmless from and against all Claims (as defined in section 15 hereof) resulting therefrom. The Tenant shall then cure said incompatibility or interference at its sole cost and expense within five (5) days after receipt of said notice; provided, however, that if the nature of Tenant's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion, subject to any indemnification obligations hereunder related to same, subject to immediate emergency shutdowns as contemplated in this section 5(h), provided in no event shall Tenant have greater than fifteen (15) days to cure such default after written notice. If the Tenant fails to cure within such period, Tenant's rights with respect to the tower cited for the interference shall automatically terminate without further notice to the Tenant. Owner may impose any reasonable conditions or restrictions necessary to prevent such interference. Tenant shall in good faith attempt to troubleshoot any interference issues it is having with other occupants of the Towers. Tenant acknowledges that there will not be an adequate remedy at law for noncompliance with the provisions of this section 5(h) and therefore, Owner shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

(i) Notwithstanding anything to the contrary in the foregoing, Owner acknowledges that this Agreement is subject to the Subleases with the Existing Subtenants. As prior existing interests, nothing in this Agreement can limit, restrict, or diminish the rights, benefits or obligations of Existing Subtenants or Owner (such rights and obligations to be assigned to and assumed by Tenant pursuant and subject to this Agreement) under their Subleases or increase any burden or responsibility thereon. Therefore, in the event any term or condition of an Existing Subtenant's Sublease contradicts any term or condition hereof, the Sublease shall govern and control to the extent of resolving such conflict, including but not limited to, with respect to any interference obligations. Owner acknowledges that most, if not all, of the equipment installed on the Towers shall be owned by Owner or the Subtenants and therefore, should there be any interference, Tenant shall have to work with the interfering party, and in the case of a Subtenant breaching interference obligations owed to Owner, Tenant shall, as soon and strictly as may be permitted by the terms of such Sublease, enforce the obligations of such Sublease against such interfering Subtenant to abate such interference pursuant to the terms of the Sublease. Therefore, Tenant shall not be liable to Owner and shall not be in default of this Agreement should a Subtenant's interference requirements provide for longer or less restrictive interference obligations than contemplated herein so long as Tenant enforces such Sublease as soon and as strictly as permitted by the terms thereof to abate such interference.

(j) Tenant agrees that upon the expiration or termination of the current Existing Subtenants Subleases, should the Existing Subtenants desire to renew or extend their Subleases, then as a condition to such extension, Tenant shall require the Existing Subtenants to vacate Owner's building and move their equipment to an outdoor equipment pad or shelter at the Existing Subtenants' sole cost and expense should there be sufficient space within the Premises. If there is not sufficient space within the Premises to allow for such relocation, then Owner may elect to provide Tenant with additional ground space, adjacent to and contiguous with the Premises, and reasonably sufficient to the Subtenants, to allow for such relocation before such relocation shall be required

(k) As provided for in Section 6, below, all Subleases with new Subtenants shall be under and subject to the terms and conditions of this Agreement. Furthermore, in the event Tenant enters into a new Sublease agreement with an Existing Subtenant, then such Sublease shall be under and subject to the terms and conditions of this Agreement.

6. SUBLEASING. Tenant has the right to sublease to companies engaged in the business of transmitting and receiving communications signals, including but not limited to, wireless, cellular, broadband, internet, teleco, fiber, backhaul, radio and television, all or any portion of the Premises other than where Owner's or the State of Connecticut's equipment is to be located during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject

to all the terms, covenants, and conditions of this Agreement,. Owner shall be provided with notice of any new sublease entered into by Tenant along with a copy of such sublease agreement. Tenant shall not sublease this Agreement, in whole or in part, to any subtenant intending to operate and manage the Towers on the Premises without compliance with the requirements of Section 7 hereof related to assignments.

7. **ASSIGNMENT.** (a) Tenant shall not have the right to freely assign or transfer its rights under this Agreement, in whole or in part without Owner's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter with exception of obligations which accrued but were not performed prior to the date of such Assignment, or obligations which expressly survive termination or expiration of this Agreement, provided any such obligation accrued prior to the assignment of this Agreement. Notwithstanding the foregoing, no consent of the Owner shall be required in the event the assignment is occurring in conjunction with a sale of substantially all of the assets of Tenant to a third party who is in the business of owning and operating communications facilities similar to the one contemplated by this Agreement and who can prove financial standing such that it is able to perform all of the duties and obligations under this Agreement. It shall be sufficient to provide financial ability to show that the transferee has a net worth that is equal to or greater than eighty five million dollars (\$85,000,000) at the time of the assignment.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises and; a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease, excluding (i) personal property by any person other than Tenant; and (b) tangible personal property of the Tenant necessary to operate the Premises, including the Towers, the intent being in part that if there is a default under Tenant's financing, the Owner is not left without the Towers on which to operate Owner's and the State of Connecticut's equipment, (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement if permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender in accordance with the notice requirements set forth in Section 22(h) hereof, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender pursuant to the notice requirements set forth in Section 22(h) hereof, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein.

5. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements, subject to the terms, limitations and restrictions of this Agreement, in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

6. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third-party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender pursuant to Section 22(h) hereof, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

7. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant pursuant to Section 22(h) hereof and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** During the Term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any lien, encumbrance, easement, restrictive covenant, or other exception to title, which did not already exist on the land records as of the date of this Agreement, to the Premises without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed to the extent there would be no adverse affect to Tenant's rights contemplated by this Agreement as a result thereof. Subject to Section 9 of this Agreement, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.
9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking an assignment of this Agreement or the rental stream associated with this Agreement, (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional ten (10) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party so long as Tenant is not in default of such Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may consummate the transaction pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer or if later, the Closing Date contemplated by the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles), in location(s) pre-approved by Owner, and so long as such installation and improvement does not interrupt or interfere with Owner's use, operation, ingress, egress, access or parking of, to and/or at Owner's Property and/or the utilities serving Owner's Property, including its building, Towers or equipment located at Owner's Property. Execution of this Agreement by Owner shall signify Owner's approval of the location of the utilities existing at the Premises on the Owner's Property serving the Premises on the date this Agreement is executed, but any changes to such location or any upgrades to the utilities shall require strict compliance with this paragraph. Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense vis a vis the utility easement contemplated herein. . In the event that a utility company requires a separate easement for its use, Owner agrees to use good faith efforts to negotiate and execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement so long as it is reasonable in scope and does not interfere with or negatively impact Owner's use or operation, and/or anticipated use or operation, of the Owner's Property and agrees to the recording of any such executed easement in the public records for the town or county where Owner's Property is located.
11. **REMOVAL OR TRANSFER OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property during the Term. Notwithstanding the foregoing, neither the Communications Facility (including the Towers) or any equipment of the Owner or State of Connecticut thereon, may be removed by Tenant at any time during the Term or any Renewal Term without Owner's written consent. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level. Notwithstanding anything to the contrary in this Agreement, Tenant acknowledges that the Towers and Communications Facility will be used by Owner for the purposes of providing emergency services communications and therefore, the Towers, Communications Facility may not be removed or dismantled by Tenant without first offering such assets to Owner. In the event Owner elects to take ownership of such assets, Tenant shall execute any reasonably requested documentation, including but not limited to, a bill of sale, evidencing the transfer of ownership to Owner in exchange for the sum of ten dollars (\$10.00).
12. **INSURANCE.** Tenant shall, at its sole cost and expense, procure and maintain in full force and effect at all times during the Term hereof, at least the insurance coverage and minimum limits required by **Exhibit C** hereof, which requirements are deemed incorporated into this Agreement. Notwithstanding the foregoing, during any upgrading or reinforcement of the Towers on the Premises and during any removal of the Communications Facility, including but not limited to during the removal period contemplated by Section 11 hereof, or installation of any utilities related so such construction, Tenant and its contractors shall, at Tenant's sole cost and expense, procure and maintain in full force and effect at all times the insurance coverage and minimum limits required by **Exhibit C-1** hereof. Upon the commencement of each Renewal Term, Owner shall have the right to increase the insurance requirements described on the attached Exhibits C, but in no event shall such increase be greater than the change in the consumer price index over the previous five (5) year term and in no event shall the insurance limits required herein decrease due to

any negative changes in the consumer price index for the Northeast Region, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor. Notwithstanding the foregoing, Owner consents to Tenant obtaining or maintaining an umbrella policy in sufficient amounts to cover any adjustments to the insurance coverages provided such umbrella policy would cover each category of insurance required in the event a claim is made.

In addition, Tenant shall maintain casualty and/or fire insurance with endorsements for all perils, covering the Communications Facility, including the Towers, and all of Tenant's personal property in the Premises in an amount not less than the replacement value thereof. The replacement value shall be reasonably acceptable to Landlord. Tenant shall be required to carry Builder's Risk Insurance during any work related to rehabilitation and/or reinforcement of the Towers. If and to the extent Tenant performs, or causes any professional to perform, professional services in connection with this Lease or any of the work authorized by this Lease, Tenant shall maintain, or cause to be maintained, the professional liability insurance set forth on Exhibit C hereof.

13. Intentionally Omitted.

14. TERMINATION. Tenant may terminate this Agreement at any time prior to the Commencement Date, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons; provided, all obligations which survive termination of this Agreement shall continue to apply notwithstanding such termination

15. INDEMNITY. To the fullest extent permitted by applicable law, Tenant shall defend, indemnify and hold harmless the Owner, and its agencies, boards, commissions, departments, officers, employees, agents, representatives, insurers, and their respective heirs, successors and assigns (collectively, the "Indemnified Party"), from and against any and all costs (including reasonable attorney's fees and expenses), actions, causes of action, damages, obligations, liabilities, losses, penalties, fines, liens and claims of whatever kind and nature whatsoever, whether arising in law, equity, tort, contract or otherwise, foreseen and unforeseen, (collectively, "Claims") imposed upon, incurred by or claimed against the Indemnified Party which relate to, arise out of or are in any way connected with or to: (a) the breach of this Agreement by the indemnifying party; (b) the use, operation and/or occupancy of the Premises, the Towers, Communications Facility or the balance of the Owner's Property, by such indemnifying party; (c) breach of or failure to perform any obligations of the Existing Leases or any new leases, subleases or licenses, or any amendment thereof, entered into or assumed by the indemnifying party; (d) any work, alteration, installation, demolition, repair, replacement or other work performed by or at the direction of the indemnifying party at the Premises or Owner's Property; (e) any violation of applicable law, including but not limited to Environmental Laws and federal aviation laws, and/or negligent or willful act or omission of the indemnifying party, or any of its officers, directors, members, managers, employees, agents, representatives, contractors, subcontractors, subtenants, licensees, invitees, affiliates, successors or assigns. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens to the extent arising from any negligent or intentional misconduct of the indemnified party. The rights and

obligations set forth in this Section 15 shall survive the termination of this Agreement. This indemnity obligation shall also not apply to the extent of any Claims to the extent caused by Owner's use and occupancy of the Premises and/or the Communications Facility or for any Claims relating to any period of time prior to the Commencement Date unless resulting from acts or omissions of Tenant or its officers, directors, members, managers, employees, agents, representatives, contractors, subcontractors, subtenants, licensees, invitees, affiliates, successors or assigns during the Option Period.

16. HAZARDOUS SUBSTANCES.

Tenant shall comply with any and all applicable federal, state and local statutes, laws, ordinances, regulations, rules, codes, common law, and any governmental orders or binding agreements relating to its use and occupancy of the Demised Premises, including but not limited to in connection with any construction thereon, with any governmental authority: (i) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient and/or indoor air, soil, surface water or groundwater, or subsurface strata); or (ii) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials (all of the foregoing being referred to collectively as the "Environmental Laws"). The term "Environmental Laws" includes, without limitation, the following (including their implementing regulations), as may be amended: the National Environmental Policy Act; 42 U.S.C. § 4321, *et seq*; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq*.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq*.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq*.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq*.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq*.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq*.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq*.; and any state analogs, including but not limited to Title 22a of the Connecticut General Statutes, including the Connecticut Property Transfer Act, Conn. Gen. Stat. §§ 22a-134 *et seq*. During the Term, Tenant shall permit no spills, discharges, or releases of (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; or (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, or per- and poly-fluoroalkyl substances (PFAS) or other emerging contaminants (all of the foregoing being referred to collectively as "Hazardous Materials"). Notwithstanding anything contained herein to the contrary, Tenant shall not perform or permit any activities within the Demised Premises or on the Property that would result in the Property or the business operation of the Tenant being classified as an "establishment" as that term is defined in the Connecticut Property Transfer Act, Conn. Gen. Stat. §§ 22a-134 *et seq*.

Tenant shall indemnify, defend and hold harmless Landlord, its successors and assigns from and against any claim, liability, cost, damage, expense, response or investigation, remedial action or monitoring costs (including without limitation reasonable attorneys' and consultant's fees, and costs of investigation or audit) to the extent resulting from the activities or operations of Tenant or Tenant's representatives in connection with, arising out of or in any way relating to: (i) the presence, use, generation or storage by Tenant of Hazardous Materials on or under the Demised Premises, or any spill, discharge or release from the Demised Premises of any Hazardous Materials during the Term caused by Tenant or Tenant's representatives; (ii) any failure of the Demised Premises to comply with any Environmental Laws to the extent such failure is caused by Tenant or Tenant's representatives; and (iii) any environmental conditions and environmental wastes, including without limitation the storage or handling of, or the occurrence of

spills or discharges of, Hazardous Materials or other wastes at the Demised Premises, caused by Tenant or its representatives. Tenant shall furnish Landlord and the appropriate governmental agencies with information required in connection with Environmental Laws and if a cleanup plan must be prepared and a cleanup undertaken, Tenant shall prepare, submit and implement same and shall grant Landlord access to the Demised Premises to supervise Tenant's performance of such work. The indemnity and Tenant's liability under this Section shall survive the expiration of the Term or termination of this Lease.

Notwithstanding the foregoing, Tenant shall not be responsible for any pre-existing environmental conditions at the Property, so long as Tenant does not exacerbate such conditions. Prior to any Tenant engaging in any construction or operations at the Premises, it shall cause an environmental assessment of the Property to be performed and provide a copy of same to Owner at no charge to owner. Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors or Tenant has not exacerbated a pre-existing environmental condition. Tenant shall also not be responsible for any matters identified in this Section should the environmental condition be caused by Owner's use and occupancy of Owner's Property, the Premises, or the Communications Facility or for any Hazardous Materials introduced to Owner's Property or the Premises by Owner or any of Owner's representatives, contractors, agents, employees, agencies, lessees or invitees other than Tenant or any Subtenant; provided this exception shall apply to Subtenants only to the extent occurring on or after the date the Existing Subleases are assumed by Tenant.

17. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of Premises, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Premises, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Owner's Property and/or Premises thereon (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

18. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law. To avoid ambiguity, nothing in this Section 18 shall restrict the Town's ability to lien Tenant's property in relations to delinquent taxes or other assessments. Upon a default under this Lease, Owner shall have, in addition to all other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code as adopted in the State of Connecticut. Tenant shall not change its state of formation without the prior written consent of Owner.

19. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Premises. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to use reasonable efforts to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Premises. Except as set forth in Section 5(h) hereof, Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant except that Owner may locate its own equipment or allow the State of Connecticut (in connection with the State radio system) to locate equipment on the Communications Facility.
20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at applicable law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured. Notwithstanding the foregoing, in the event any default of Tenant is causing or threatens to cause an immediate risk to life, safety, health or the environment, or is interfering with the use of any of Owner's police, public safety and/or State radio system frequency(ies) in violation of Section 5(h) of this Lease, Owner may, but shall not be obligated, take such actions, including through self-help and with or without court intervention, as shall be necessary to abate such risk or threat without waiting for Tenant to cure such default.
21. **ESTOPPEL CERTIFICATES.** Each party shall from time to time, within fifteen (15) days after receipt of request by the other party, deliver a written statement addressed to the requesting party or, if applicable any Leasehold Lender, certifying, to the extent true and accurate:
- (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - (c) that to the knowledge of the party to whom the request is made, the requesting party has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as the party to whom the request is made is able to provide;
 - (d) the term of this Agreement and the Rent then in effect and any additional charges;
 - (e) the date through which Tenant has paid the Rent;
 - (f) that the requesting party is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and

- (g) such other matters as are reasonably requested by the requesting party.

Without in any way limiting requesting party's remedies which may arise out of the other party's failure to timely provide an estoppel certificate as required herein, such other party's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by the requesting party; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

22. MISCELLANEOUS

(a) Owner represents and warrants that Owner has full authority to execute, deliver and perform all obligations of this Agreement. The person executing on behalf of Owner represents individually that such person has the authority to execute and deliver this Agreement on behalf of Owner.

(b) Tenant warrants and represents that Tenant has full authority to execute, deliver and perform all obligations required of Tenant under this Agreement, Tenant is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to execute and deliver this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement. .

(d) The parties may sign this Agreement in counterparts hereto. A facsimile or .pdf signature shall constitute an original signature and a Lease containing the signatures (original or facsimile or .pdf) of all of the parties hereto is binding on such parties once such signatures are transmitted via confirmed facsimile or via electronic mail.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense. In the event of Tenant's failure to exercise the Option in accordance with Section 2 of this Agreement and/or the expiration or termination of this Agreement, Tenant shall promptly release said Memorandum from the land records, and if it fails to do so within ten (10) days of written demand from Owner, Tenant hereby appoints Owner as its attorney-in-fact with the limited authority and power to cause a release of said Memorandum from the Land Records on behalf of Tenant.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant: Phoenix Partnership, LLC
110 Washington Ave
North Haven, CT 06473
Attn: Keith Coppins
Re: CT1235 Groton PD

For Owner: Town Manager
Town of Groton
45 Fort Hill Road
Groton, CT 06340

(i) This Agreement shall be construed in accordance with the laws of the State of Connecticut without regard to conflict of law principles. The parties agree that all disputes and controversies arising under this Agreement shall be exclusively litigated in the venue of the Superior Court for the State of Connecticut, judicial district of New London, and applicable appellate court(s) with jurisdiction in connection therewith, and each party consents to such venue asserting personal jurisdiction over such party.

(j) Each party agrees to furnish to the other, within fifteen (15) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Except for taxes, charges, judgments, liens, claims, assessments or other charges for which Tenant is responsible and/or caused by Tenant, Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy. Except for taxes, charges, judgments, liens, claims, assessments or other charges for which Owner is responsible and/or caused by Owner, Tenant agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Tenant or the Owner's Property, including but not limited to the Premises, and which are or in the future could become liens upon the Owner's Property, in whole or in any part. Upon failure of the Tenant to pay the Liens when due as provided above, and unless Tenant is diligently pursuing an action disputing such Lien, Owner at its option, may pay said Liens and may invoice Tenant therefore, in addition to any other remedies available at law and in equity. Such invoice shall be paid on demand, and shall accrue interest at 10% per annum until paid in full. Any forbearance by Owner in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Notwithstanding anything to the contrary contained in this Agreement, Owner agrees and acknowledges that all of the terms of this Agreement and any information furnished to Owner by Tenant in

connection therewith are confidential. Owner shall not disclose any such terms or information without Tenant's prior written consent, except (i) to Owner's officers and employees, attorney, accountant, lender and/or a prospective fee simple purchaser of Owner's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law, including but not limited to freedom of information laws, lawful subpoena, court order or other legal process. The terms and provisions of this section shall survive the execution and delivery of this Agreement.

(n) Owner's recourse against any Leasehold Lender as it relates to the subject matter of this Agreement shall be expressly limited to such Leasehold Lender's interest in this Agreement.

(o) **Intentionally omitted.**

(p) WAIVER OF JURY TRIAL. TENANT HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS AND/OR ASSIGNS PERTAINING TO THIS LEASE, OR ANY OF ITS PROVISIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the latter of the signature dates, below.

OWNER:
TOWN OF GROTON,
a Connecticut municipal corporation

Witnesses for Owner:

By: _____
Print: John Burt
Title: Town Manager
Date: _____

Sign: _____
Print: _____

Sign: _____
Print: _____

TENANT:
Phoenix Partnership, LLC
a Connecticut limited liability company

Witnesses for Tenant:

By: _____
Print: Keith Coppins
Title: Member
Date: _____

Sign: _____
Print: _____

Sign: _____
Print: _____

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

The Property is located at 68 Groton Long Point Road, Groton, Connecticut, Assessor's ID: 260810364571 EAND BEING DESCRIBED IN DEEDS RECORDED AT VOLUME 142, PAGE 151 AND VOLUME 37, AT PAGE 104 RECORDED IN THE OFFICE OF THE TOWN CLERK OF GROTON

Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

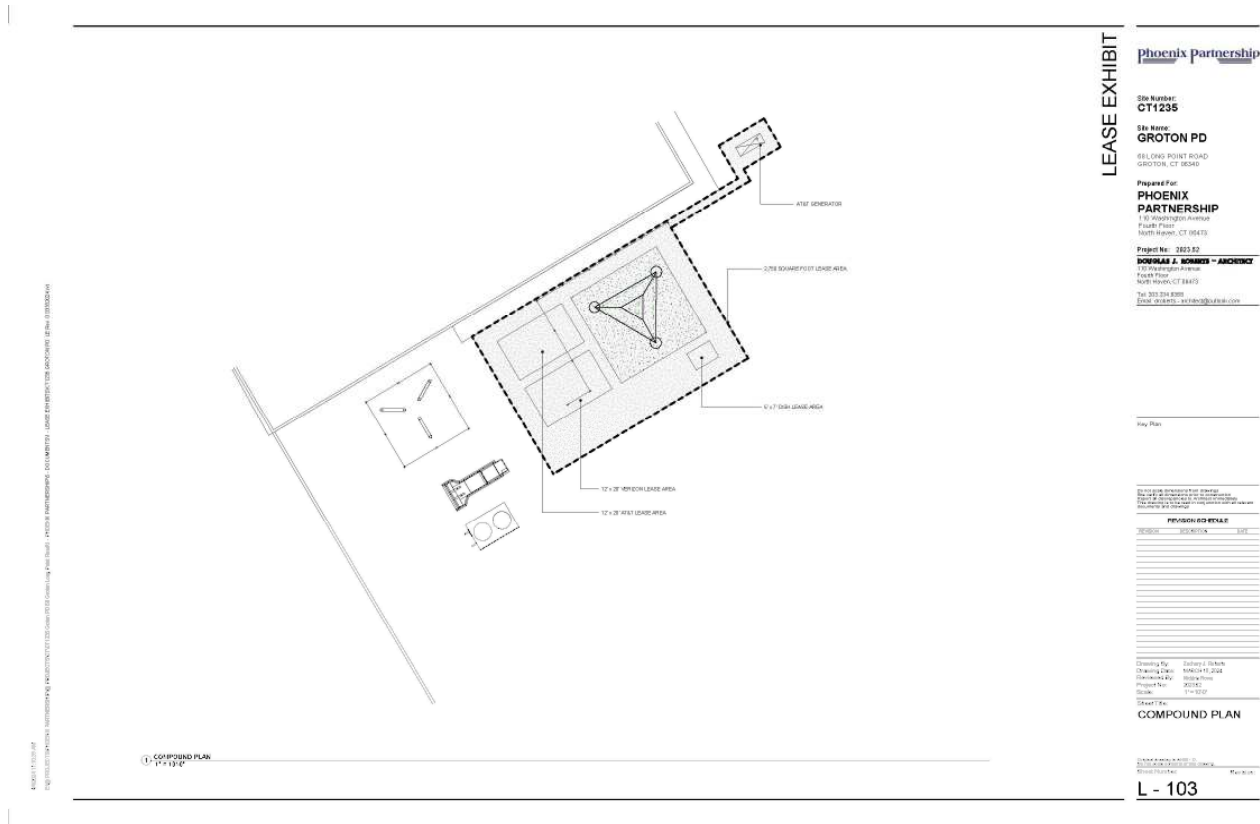
{!02928391.DOC; v.}Site #: CT1235
Site Name: Groton PD

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

- a) Real property comprised of approximately Two Thousand Seven Hundred Fifty (2750) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:



LEASE EXHIBIT

phoenix Partnership
 Site Number: **CT1235**
 Site Name: **GROTON PD**
 BELONG POINT ROAD
 GROTON, CT 06040

Prepared For:
PHOENIX PARTNERSHIP
 100 Alouette Avenue
 Groton, CT 06040
 (860) 865-1235

Prepared By: **2023.01**
RODOLFO J. RODRIGUEZ - ARCHITECT
 100 Providence Avenue
 Groton, CT 06040
 Tel: 860 865 1235
 Email: rjrodriguez@phoenix.com

Key Plan

PHOENIX PARTNERSHIP
 100 Alouette Avenue
 Groton, CT 06040
 (860) 865-1235

REVISIONS

NO.	DESCRIPTION	DATE

Drawing No: **2023.01**
 Drawing Title: **COMPOUND PLAN**
 Drawing Date: **01/10/23**
 Drawing Size: **A0**
 Project No: **2023.01**
 Scale: **1" = 10' 0"**
 Sheet No: **1**
 Sheet Title: **COMPOUND PLAN**

Sheet Title: **COMPOUND PLAN**

APPROVED Owner: _____ **(Initial)**
APPROVED Tenant: _____ **(Initial)**

Notes:

1. *This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*

Exhibit C

Standard Insurance Requirements

Tenant and/or Contractor, as applicable, shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the **Town of Groton** as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation (and to the extent applicable, Professional Liability Insurance). All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the **Town of Groton**.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Claim	\$1,000,000
	Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to the **Town of Groton** prior to contract issuance. **Tenant and/or Contractor, as applicable**, agree to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies.