

WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT

This Wireless Telecommunications Facility Lease Agreement ("Lease") is entered into this 11th day of ~~June~~^{August}, 2006 between the City of Danbury ("Landlord") and Wireless *EDGE* Fairfield Group LLC ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Landlord and Tenant are entering into this Lease for a portion of the Property more particularly described on Exhibit "B" attached hereto (the "Premises") to permit Tenant to develop the Premises as a wireless telecommunications facility; and

WHEREAS, in order to develop the Premises, Tenant shall construct a tower as generally depicted on Exhibit "C" attached hereto (the "Structure") to accommodate multiple wireless carriers; and

WHEREAS, Tenant intends to market portions of the Structure and Premises to wireless carriers, and to enter into appropriate agreements with such carriers to use the Structure and Premises; and

WHEREAS, during the period of the carriers' use of the Structure and the Premises, Tenant shall manage the Premises by performing the services described on Exhibit "D" attached hereto (the "Services");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1) Premises. Landlord hereby leases to Tenant the Premises and Tenant hereby leases from Landlord the Premises upon the terms and conditions contained in this Lease.

2) Term.

(a) The Initial Term of the Lease shall be five (5) years (the "Initial Term"), commencing upon the date ("Commencement Date") that is the earlier to occur of (i) one hundred eighty (180) days from the date that Tenant receives all Governmental Approvals (as such term is defined herein below) or (ii) Tenant commences the actual construction of the Structure on the Premises. Tenant shall notify Landlord in writing of the Commencement Date. Tenant shall have the right to extend this Lease for five (5) renewal terms of five (5) years each (each a "Renewal Term"; the Initial Term and the Renewal Term are hereinafter referred to collectively as the "Lease Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein. Tenant shall promptly commence all actions necessary to complete the applicable applications for all

Governmental Approval and Tenant shall diligently pursue the process of obtaining such Governmental Approvals to a final determination by the applicable governmental authority.

(b) If Tenant elects not to exercise Tenant's right to renew the Term or any Renewal Term, as the case may be, Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the then current term. If Tenant remains in possession of the Premises at the expiration of the Lease Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

3) Rent.

4) Permitted Use; Construction.

(a) The Premises may be used by Tenant for the construction, maintenance and operation of the Structure for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. Tenant shall obtain, at Tenant's sole cost and expense, the Building Permit (as such term is defined in the following sentence) and all other licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities (collectively, the "Governmental Approvals"). The "Building Permit" shall be obtained by Tenant from the appropriate municipal agencies and shall be applicable to the construction of the Structure, as well as all antennas, cabling, cabinets, shelters, foundations, conduits, cabling trays, connections to utilities and other equipment to be installed by wireless carriers to use space on the Structure and the Premises as shown on Tenant's application for the Building Permit. Tenant's application for the Building Permit shall include a detailed design plan for the construction of the Structure, as well as the proposed equipment configurations of the proposed subtenants, to the extent such configurations are known at the time of application. If any additional carriers enter into subleases after the issuance of the Building Permit and any such subtenants intend to install equipment not depicted in the application for the Building Permit, such subtenant shall be required to obtain a separate building permit for the installation of the equipment.

(b) Tenant shall have the right, at Tenant's expense, to conduct engineering tests, environmental tests, and all other feasibility studies necessary or desirable for Tenant's use of the Premises, provided that, for any test that may affect the existing physical conditions at the Premises, Tenant shall obtain Landlord's prior approval for such test and Tenant shall restore any areas of the Premises affected by such tests.

(c) Upon obtaining all Governmental Approvals, Tenant shall have the right, at Tenant's expense, to construct and maintain the Structure on the Premises. In this connection, Tenant shall have the right to install, at Tenant's sole cost and expense, utilities and conduits necessary to service the Structure, to improve the present utilities on the Property, and/or install an emergency power generator on the Premises. All work by Tenant shall be performed in compliance with applicable laws and ordinances and shall be done in a fashion so as to minimize interference with the use of the area surrounding the Premises by Landlord and, upon completion

of such construction, any area disturbed by the work, shall be restored to the condition it was in prior to the commencement of said work.

5) Access; Utilities and Taxes.

(a) Landlord hereby grants Tenant access to the Premises solely by means of the access road described on Exhibit B ("Access") twenty-four (24) hours per day, seven (7) days per week, for the purpose of ingress, egress, installation, maintenance and operation of the Structure and any associated utilities.

(b) Tenant shall pay any charges to install utilities to the Premises, including emergency power generators, and shall pay all utilities charges for utilities consumed by Tenant at the Premises. Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, to obtain any required local public utility easements, if necessary.

(c) Except as provided hereinbelow, Landlord hereby acknowledges that Tenant shall have no obligation to pay to Landlord or any municipal agency or taxing authority under Landlord's jurisdiction any real estate taxes, or ad valorem taxes of any kind or nature on the Premises, Tenant's use of the Premises or any income or proceeds received by Tenant from the project contemplated by this Lease. Notwithstanding the foregoing, in the event that Landlord is required by a state or federal law or regulation to charge any such tax on Tenant, the Premises or the project, Tenant shall pay such tax to the appropriate taxing authority in accordance with applicable law. Tenant shall be responsible for payment of, and shall pay, all applicable personal property taxes assessed on the Structure.

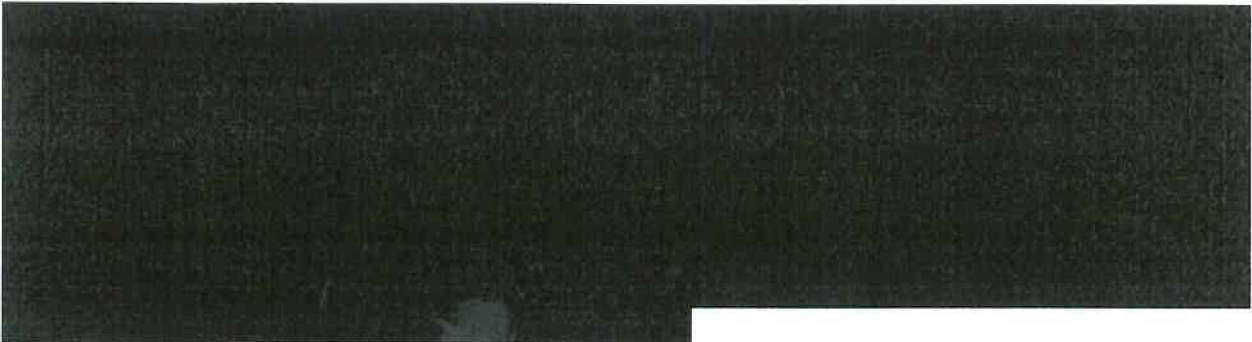
6) Assignment and Subletting.

(a) Tenant may assign this Lease without obtaining the prior consent of Landlord. In the event Tenant assigns this Lease, Tenant shall give notice to Landlord within ten (10) business days of such assignment. Tenant's notice to Landlord shall specify the name and mailing address of the assignee.

(b) Tenant shall have the further right, without the consent of Landlord, to sublet the Structure and the Premises, in whole or in part, to wireless carriers in accordance with the permitted uses of the Premises set forth in Section 4 above. Tenant shall give notice to Landlord each time Tenant enters into any such sublease. Tenant's notice to Landlord shall specify the name and mailing address of the subtenant. Upon the request of Landlord, Tenant shall deliver to Landlord a true and complete copy of any subleases of the Structure or the Premises. Landlord and Tenant shall share the rental income from subleases as described in accordance with subsection (c) below. Tenant shall endeavor to obtain the highest commercially reasonable rents from each subtenant. Tenant shall be responsible for all costs arising from marketing activities, acquisition of subtenants and the preparation and negotiation of legal sublease documentation.

(c)





(d) Tenant shall provide structural capacity and reserved space on the Structure of not less than twenty (20) vertical feet and for not less than four (4) public service antennas for Landlord's exclusive use. Tenant shall provide such space on the Structure to Landlord at no cost to Landlord. Tenant shall install Landlord's antennas, mounts, cabling and related hardware on the Structure at no cost to the City, to the extent that Landlord has provided such items to Tenant at the time Tenant is performing the initial construction of the Structure. Landlord shall be solely responsible for all costs to maintain Landlord's antennas.

7) Maintenance, Repair and Removal. Tenant shall, at Tenant's expense, keep and maintain in good condition and repair the Structure and the Premises, including any landscaping placed by Tenant at the Premises. Tenant shall install and operate the Structure in compliance with all applicable laws and ordinances to the extent that such compliance is required as a result of Tenant's use or occupancy of the Premises. Upon termination of this Lease, Landlord shall have the option of requiring that Tenant remove the Structure and all other installations made by Tenant at the Premises, including utility lines. Whether or not Landlord requires the removal of the Structure, the Premises shall be returned to Landlord in good, usable condition, reasonable wear and tear and casualty excepted.

8) Default. Any of the following occurrences, conditions or acts shall be deemed a default under this Lease (a "Default"): (a) if Tenant fails to pay monetary amounts due under this Lease within ten (10) business days of its receipt of written notice that such payments are overdue; or (b) if either party fails to observe or perform any non-monetary obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or if the breach by its nature can not be cured within said thirty (30) day period, the defaulting party shall not be in Default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

9) Termination.

(a) This Lease may be terminated by Landlord without any penalty or further liability, on thirty (30) days prior notice to Tenant in the event that Tenant (i) is in Default after notice and the expiration of any applicable cure period or (ii) has failed to enter into any subleases of the Premises or the Structure within one hundred eighty (180) days following the issuance of all Governmental Approvals.

(b) This Lease may be terminated by Tenant, without any penalty or further liability, on thirty

(30) days prior notice to Landlord as follows: (i) if Tenant is unable to obtain in a timely manner any Governmental Approval necessary for the installation and/or operation of the Structure at the Premises, or any Governmental Approval is canceled, expires, lapses or is otherwise withdrawn or terminated; or (ii) if Tenant determines the Premises are not appropriate for its operations for economic or technological reasons; or (iii) if Tenant is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission including, without limitation, a take back of channels or change in frequencies; or (iv) if Hazardous Substances (as defined in Section 16) are or become present on the Property or Premises in violation of Environmental Laws (as defined in Section 16).

10) Insurance and Subrogation.

(a) Tenant shall maintain the following insurance during the Lease Term:

(i) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000 for occurrences related to activities on the Premises.

(ii) workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation law of the state in which the Premises are located; and

(iii) if Tenant operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$500,000 combined bodily injury and property damage.

Each such policy (except workers' compensation) shall list Landlord as an additional insured, and shall provide that it will not be terminated during the Lease Term to affect the coverage required except after thirty (30) days prior notice thereof to Landlord.

(b) Tenant shall have the right to fulfill its insurance obligations under this paragraph by obtaining appropriate endorsements to any master policy of liability insurance Tenant may maintain, however, the aggregate limit of liability stated in paragraph (a)(i) hereof shall apply solely to occurrences related to activities on the Premises and shall not be eroded by occurrences at other locations covered under the master policy.

(c) Tenant shall, prior to commencing construction of the Structure and annually thereafter, furnish to Landlord certificates of insurance listing Landlord either as additional named insured or additional insured on a primary basis to the extent permitted by applicable insurance regulations.

(d) At all times during the Lease Term, Landlord will carry and maintain commercial general liability insurance on the Property, including any common area, in commercial reasonable amounts.

(e) Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents or customers of such other party, for any loss or damage to such waiving party arising from any cause covered or required to be covered by any property insurance required to be carried pursuant to this paragraph or any other property insurance actually carried by such party. Landlord and Tenant will cause their respective insurers to issue waiver of subrogation rights endorsements to all

property insurance policies carried in connection with the Structure or the Premises or the contents of either.

11) Hold Harmless. Tenant agrees to indemnify and hold Landlord harmless from any and all claims arising directly from the installation, use, maintenance, repair or removal of the Structure at the Premises, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors. Landlord agrees to indemnify and hold Tenant harmless from any and all claims arising out of the negligence or intentional acts of Landlord, its employees, agents, or independent contractors in, on or about the Property, except for claims arising from the negligence or intentional acts of Tenant, its employees, agents or independent contractors.

12) Notices. All notices, requests, demands and other communications shall be in writing and shall be deemed given, (i) if personally delivered or mailed, upon delivery, or if (ii) by certified mail, return receipt requested, five (5) days after mailing, or if (iii) sent by overnight carrier, upon receipt, to the addresses for Landlord and Tenant stated below:

if to Landlord: Office of the Corporation Counsel
 City of Danbury
 City Hall
 155 Deer Hill Avenue
 Danbury, CT 06810

if to Tenant: Wireless *EDGE* Fairfield Group LLC
 270 North Avenue, Suite 809
 New Rochelle, New York 10801
 Attention: General Counsel

13) Quiet Enjoyment, Title and Authority. Landlord represents, warrants and covenants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and Landlord has taken all necessary action to approve this Lease and has authorized the signatories of this Lease to sign same; (ii) the Property is free and clear of any unrecorded covenants, restrictions, liens or mortgages which would interfere with Tenant's rights to or use of the Premises; (iii) no consents are required from any mortgagee, licensee or any other occupant of the Property with respect to Tenant's use of the Premises; (v) the execution and performance of this Lease will not violate any local laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in Default after notice and the expiration of any applicable cure period.

14) Casualty or Condemnation. If the Property or the Structure are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the

Structure, then Tenant may elect to terminate this Lease and in such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, except that Tenant shall return the Premises to Landlord in good, usable condition, reasonable wear and tear excepted. Tenant shall remove all of the above-grade portions of the Structure and all foundations, footers and underground equipment and material to a depth of three (3) feet below the natural level of the surface following the termination or expiration of this Lease. In the event of such termination, Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate during any period wherein Tenant is not receiving Rental Income. If, within twelve (12) months of such damage or destruction, Tenant does not restore the Premises and/or Structure to the condition required to resume payments of Rental Income from the subtenants to Tenant, Landlord shall have the right to terminate this Lease. In the event of a condemnation of all or any part of the Property, Tenant shall have the right to terminate this Lease if such condemnation disrupts Tenant's operation at the Property or renders the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of 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.

15) Financing. The Structure shall remain the exclusive property of Tenant. Tenant may enter into a secured financing arrangement for which the Structure or this Lease is security, provided such an arrangement shall not impair or abridge the rights of Landlord under this Lease and such secured party agrees to be bound by the terms and provisions of this Lease from the time it succeeds to the interest of Tenant under this Lease.

16) Environmental Laws.

(a) As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term, "Hazardous Substance" shall mean any toxic or hazardous waste, material, or substance that is regulated by Environmental Laws, including, without limitation, asbestos and petroleum products; hazardous or solid wastes.

(b) Tenant and Landlord each represent, warrant and agree that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Landlord further represents, warrants and agrees that neither Landlord, nor to Landlord's knowledge, any third party, has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substance on, under, about or within the Property or Premises in violation of any Environmental Law.

17) Miscellaneous.

(a) This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in

writing and executed by both parties.

(c) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in the form attached hereto as Exhibit "E" and incorporated herein) necessary to protect its rights or use of the Premises. Tenant may record the Memorandum of Lease.

(d) Tenant agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Property, and will keep the Property free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under it. Tenant may contest the validity or amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of Landlord, Tenant shall post a bond sufficient to remove such lien pending contest against the enforcement of the lien against Landlord. If Tenant shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien with ninety (90) days of the filing of such lien, Landlord may (but shall not be required to), after written notice to Tenant, pay said claim and the amount so paid shall be immediately due and owing from Tenant to Landlord, and Tenant shall pay the same to Landlord upon demand.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Any consent required hereunder shall not be unreasonably withheld, conditioned, or delayed.

(h) This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

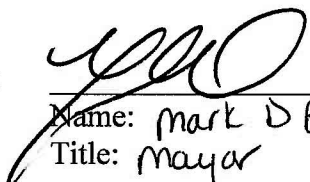
LANDLORD:

TENANT:

City of Danbury

Wireless *EDGE* Fairfield Group LLC
By: Wireless *EDGE* Communications LLC

By:


Name: mark D Baugman
Title: Mayor

By:

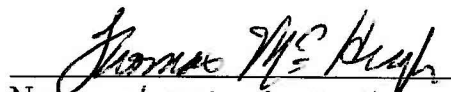

Name: THOMAS MCHUGH
Title: PRINCIPAL

EXHIBIT A

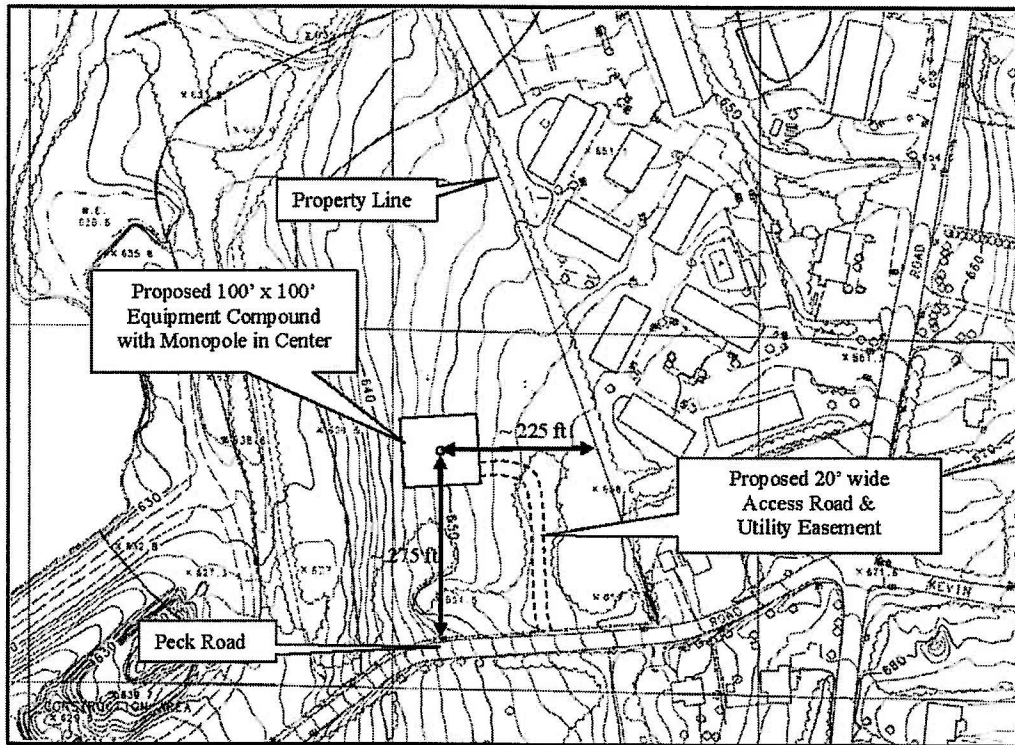
Description of the Landlord's Property

That certain parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut located at the Margerie Lake Reservoir Water Filtration Plant on Peck Road more particularly described as Map F05 Parcel 27 in the land records of the City of Danbury.

EXHIBIT B

Description of the Leased Premises

**City of Danbury
Monopole Telecommunications Facility**



Peck Road, Map: F05, Lot 27

Note: Site location and layout are approximate. The actual site and easement location are to be determined by a new survey and approved by the City of Danbury.


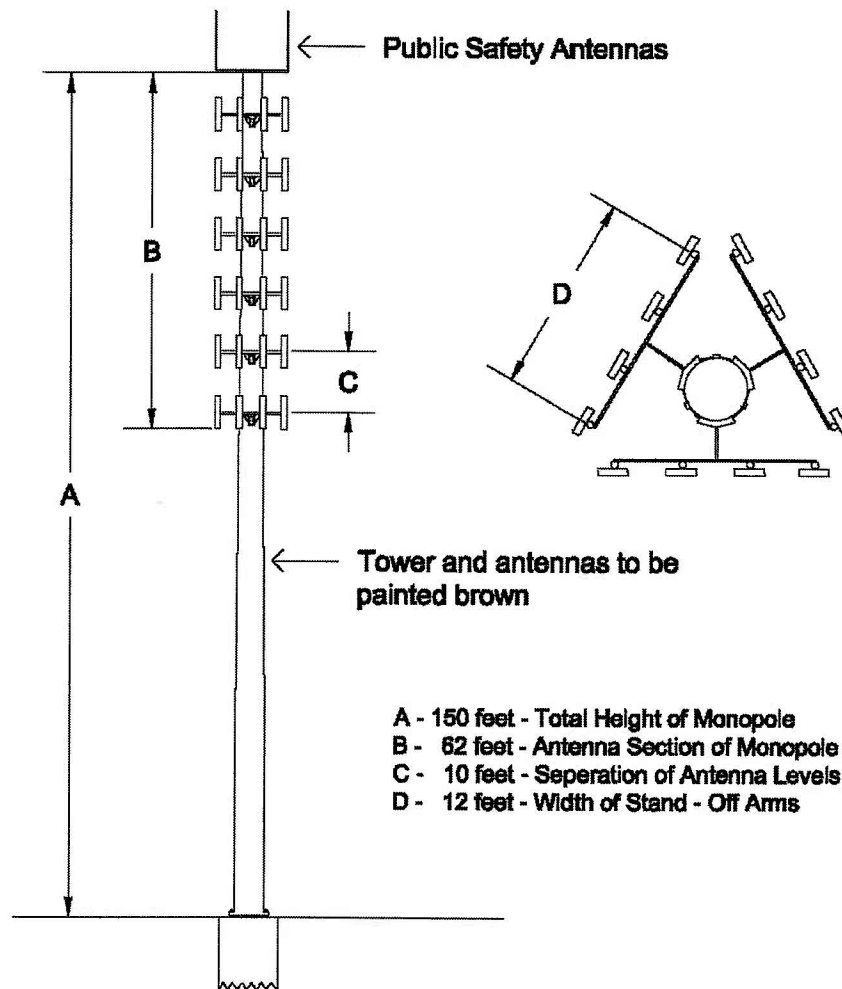
	City of Danbury Danbury, CT 06810	Date: 8/18/2005
	New Rochelle, NY	Drawn By: KJR

EXHIBIT C

The Structure

**City of Danbury
Monopole Telecommunications Facility**



City of Danbury
Danbury, CT 06810

Date: 8/18/2005

New Rochelle, NY

Drawn By: KJR

Drawing: C

EXHIBIT D

Scope of Management Services

This Agreement grants Wireless *EDGE* Fairfield Group LLC or its affiliate (“WEF”) the exclusive right to provide Landlord with any or all of the Services that are the subject of this Agreement. WEF shall be the exclusive site manager for subleasing of the Premises and the Structure.

WEF will perform the following site management services for the Premises:

- 1) Market Facility to Wireless Carriers
 - a) Contact potential tenants.
 - b) Determine tenants’ current & future requirements.
 - c) Develop sublease template.
 - d) Develop site application form and installation requirement specification.
 - e) Actively market the site from time to time in conjunction with tenants’ build-outs and available space on the site.

- 2) Tenant Acquisition
 - a) Review and process tenant’s applications.
 - b) Negotiate subleases.
 - c) Review tenant’s proposed construction drawings with Landlord (where applicable).
 - d) Review tenant’s RF study report (where applicable).
 - e) Coordinate installation schedule with Landlord.

- 3) Post Installation Management
 - a) Inspect site for compliance with approved drawings.
 - b) Inspect site for general quality of work.
 - c) Maintain site inventory database of tenants’ equipment (antenna, cable, and cabinet level)
 - d) Coordinate site changes.
 - e) Monitor sites annually for configuration changes against lease baseline and check general condition of wireless carrier installations.
 - f) Maintain facility as necessary.

- 4) Financial Management
 - a) Collect and track rent payments – provide monthly summary statement to Landlord.
 - b) Consolidate rent streams from different tenants and issue a single monthly check with statement to Landlord.
 - c) Track annual adjustments to lease payments and notify tenants.

EXHIBIT E

Memorandum of Lease

THIS MEMORANDUM OF LEASE (this "Memorandum") dated as of _____, 2006 evidences that a lease was made and entered into by written Wireless Telecommunications Facility Lease Agreement dated ____, 2006 (the "Lease Agreement") between the City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut 06810 ("Landlord") and Wireless *EDGE* Fairfield Group LLC, having an address at 270 North Avenue, New Rochelle, New York 10801 ("Tenant").

Landlord is the owner of certain property commonly known as _____ located at _____ in the City of Danbury, County of Fairfield, State of Connecticut and more particularly described in the _____ and recorded in the City of Danbury Land Records in Volume _____ at Page ____ (the "Property"). The Lease Agreement provides in part that Landlord leases to Tenant a portion of the Property consisting of certain premises described on Schedule A attached hereto (the "Premises") with grant of certain rights of access and electric and telephone utility service to the Premises, for an initial term of five (5) years commencing _____, 2006 and terminating on _____, 2011, which term shall be automatically extended for five (5) additional five-year extension terms unless Tenant provides notice to Landlord of Tenant's intention not to extend not less than sixty (60) days prior to the expiration of the initial term or the then current extension term, as the case may be.

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

LANDLORD:

TENANT:

City of Danbury

Wireless *EDGE* Fairfield Group LLC
By: Wireless *EDGE* Communications LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF ____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

SCHEDULE A

Description of the Premises