

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

After recording return to:

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

STATE OF CONNECTICUT

LITCHFIELD COUNTY

The Above Space for Recorder's Use Only

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this ____ day of _____, 200__, by and between **Edward J. Drzal**, an individual ("LANDLORD"), whose mailing address is 11 Buck Rock Rd., New Milford, CT 06776, and **Optasite, Inc.**, a Delaware corporation ("TENANT"), whose mailing address is One Research Dr., Suite 200C, Westborough, MA 01581.

WHEREAS, LANDLORD and TENANT executed and entered into a Lease Agreement (the "Lease") dated December 7, 2006, for the purpose of installing, operating and maintaining radio communication facilities and other improvements on the Leased Property (as hereinafter defined).

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

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

1. **Lease Term.** The terms of the Lease shall be **ten (10)** years commencing on _____, 200__ (the "Commencement Date"), and terminating at midnight on the **tenth (10th)** anniversary of the Commencement Date (the "Initial Term"). TENANT has the option under the terms of the Lease to extend the Lease for **four (4)** additional **ten (10)** year terms (the "Renewal Terms").

Optasite

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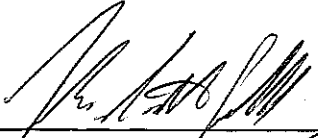
2. Leased Property. Subject to the terms of the Lease, as may be amended from time to time, LANDLORD has leased to TENANT the real property described on Exhibits "1" and "2" attached hereto (the "Property") and LANDLORD has granted unto TENANT, for the Initial Term and any Renewal Term, easements for ingress, egress and utilities over that real property also described in Exhibits "1" and "2" attached hereto (the "Easement").

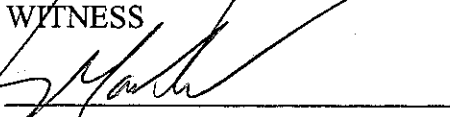
3. Notices. All notices, requests, demands, and other communications to LANDLORD or TENANT shall be made at the addresses for each as set forth above, unless otherwise notified in writing.

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

[SIGNATURES APPEAR ON NEXT PAGE]


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WITNESS


WITNESS

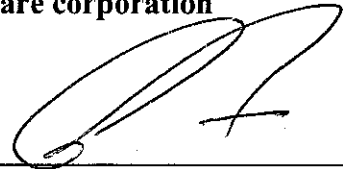
LANDLORD:

By: 

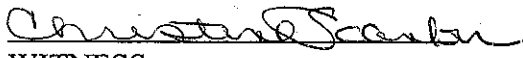
Print Name: Edward J. Drzal
Date: 11/21/06

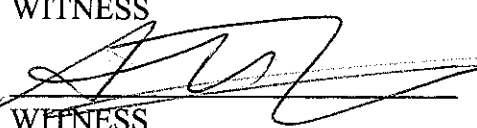
TENANT:

OPTASITE, INC.,
a Delaware corporation

By: 

Anthony F. Peduto
Its: Chief Operating Officer
Date: 11/21/06



WITNESS


WITNESS

Attachments:

- Exhibit 1 – Site Sketch
- Exhibit 2 –Legal Description of Landlord’s Property

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

STATE OF CONNECTICUT
LITCHFIELD COUNTY

)
; New Milford
)

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

GIVEN under my hand this 21st day of November, 2006.

(NOTARIAL SEAL)

Charles S. Regulbuto

Notary Public

My Commission Expires: 4/30/07

COMMONWEALTH OF MASSACHUSETTS)
WORCESTER COUNTY)

Charles S. Regulbuto
NOTARY PUBLIC
State of Connecticut
Commission Expires 4/30/07

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

GIVEN under my hand this 7th day of December, _____

(NOTARIAL SEAL)

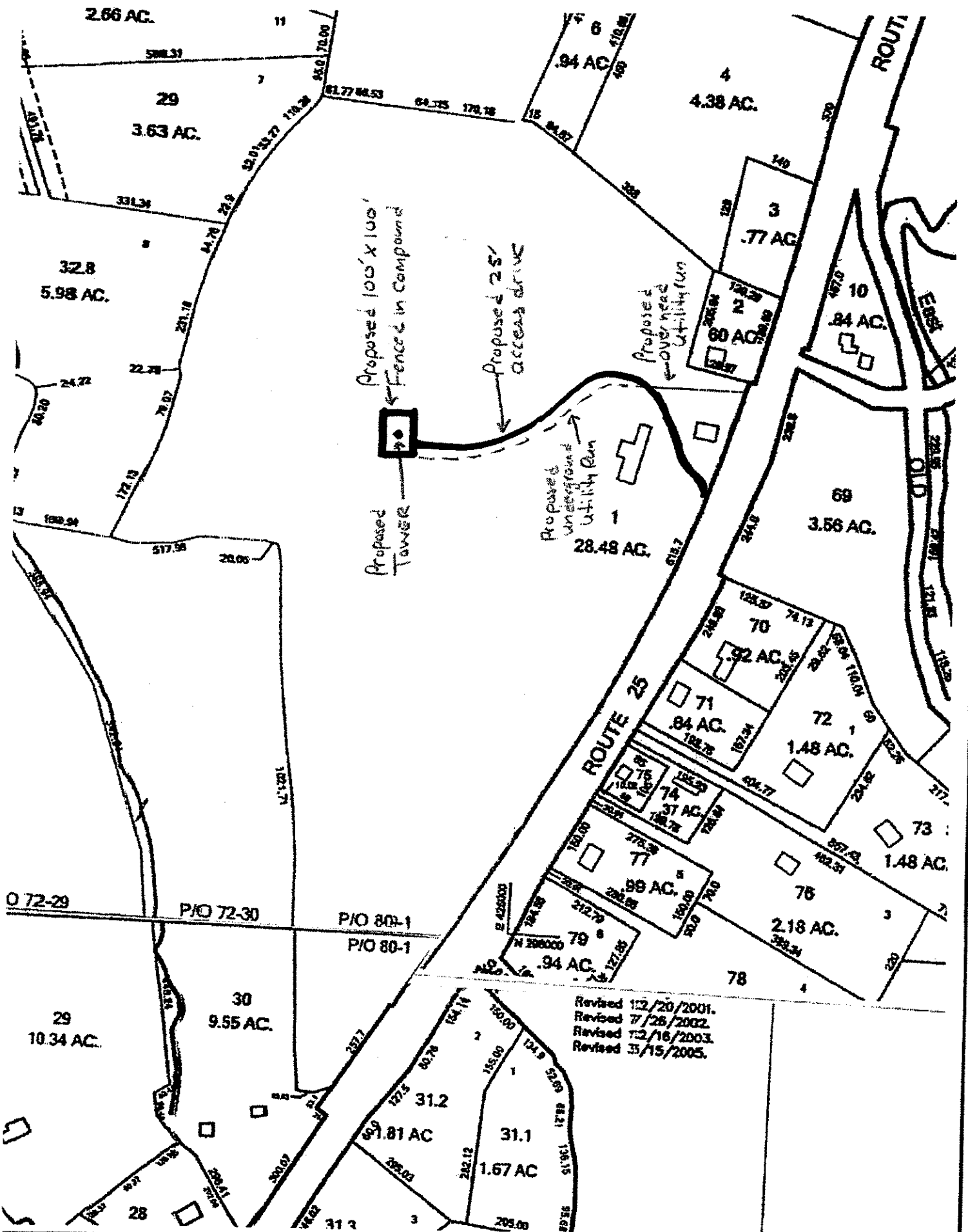
Peggy Brunher
Notary Public

My Commission Expires: 11/1/2013



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

EXHIBIT 1
(Attach Site Sketch)



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

EXHIBIT 2

(Attach Legal Description of the Landlord's Property)

_____INITIALS_____

Optasite

BST99 1465274-2.073248.0010
Optasite Lease Form
Document Version 3 – 7/18/06

To all People to Whom these Presents shall Come Greeting:

Know Ye, That WE, IRVING SHAPIRO and BERNARD SHAPIRO, both of the Town of New Milford, County of Litchfield and State of Connecticut,

for the consideration of One Dollar and Other Valuable Considerations,

received to our full satisfaction of EDWARD J. DRZAL, of the Town of New Milford, County of Litchfield and State of Connecticut,

do give, grant, bargain, sell and confirm unto the said EDWARD J. DRZAL,

his heirs, successors and assigns :

All that certain piece or parcel of land together with the outbuildings thereon standing, situated in the Town of New Milford, County of Litchfield and State of Connecticut, on the westerly side of Route #25, containing approximately 18 acres, and bounded generally as follows:

- Northerly: By land now or formerly of Charles and Dorothy Easton, land formerly of John Kelly and possibly others;
- Easterly: By land now or formerly of Allied Fuels, then Easterly and Northerly by land now or formerly of Bray, and Easterly by Route #25;
- Southerly: By land of Baldasare and land of Spano (formerly land of Great Mount Sand and Gravel, Inc.);
- Westerly: By land now or formerly of Susan Flayderman. (Said westerly line being shown on a map entitled, "108.247 Acres Property of Susan Flayderman Geiger Road Bare Hill Town of New Milford - County of Litchfield State of Connecticut Scale 1" = 100' - May, 1966")

IT IS THE INTENTION of this deed to convey all the remaining land of the Grantors located on the westerly side of said Route #25.

Said premises above described being the 7 acre parcel conveyed to Louis Shapiro by Warranty Deed recorded in Volume 101 at page 252 of the New Milford Land Records, and being the remaining portion of land conveyed to said Louis Shapiro by Warranty Deed recorded in Volume 83 at page 292 of said land records.

Together with and subject to all spring rights and pipe line rights, and water easements of record, and ^{together with and} subject to all rights set forth in Warranty Deed from Bernard Shapiro and Irving Shapiro to Susan Flayderman recorded in Volume 174 at page 466 of the New Milford Land Records, including a 50' easement running from Connecticut State Highway Route #25 to land of said Flayderman.

Subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee, his heirs, successors and assigns forever, to his and their own proper use and behoof.

And also, we the said grantors do for ourselves, our heirs, executors and administrators, covenant with the said grantee, his successors, heirs and assigns, that at and until the ensealing of these presents,

we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.


And Furthermore, we the said grantors do by these presents bind ourselves and our heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee, his successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

\$55.00 Conveyance Tax received


Anne H. Broncki
Asst. Town Clerk of New Milford

In Witness Whereof, we have hereunto set our hands and seal this 29th day of September in the year of our Lord nineteen hundred and sixty-nine.

Signed, Sealed and Delivered in presence of


Stanley K. Lessler


Paul B. Altermatt


Irving Shapiro


Bernard Shapiro

State of Connecticut,
County of Litchfield

ss. New Milford,
September 29, A. D. 19 69

Personally Appeared Irving Shapiro and Bernard Shapiro,
Signers and Sealers of the foregoing Instrument, and acknowledged the same to be their