

## SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Warren D. Main and Patricia L. Main, as individuals ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant").

### 1. Option to Lease.

(a) In consideration of the payment of [REDACTED] (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of [REDACTED] ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 166 Pawcatuck Avenue, Pawcatuck, New London County, CT 06379, comprises approximately 2,100 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

### 4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, [REDACTED] per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to [REDACTED] of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the

right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and 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 until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render 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 Property 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.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

With a copy to:  
Attn: Legal Dept.

And with a copy to:

Omnipoint Communications, Inc.  
4 Sylvan Way  
Parsippany, NJ 07054  
Attn: Lease Administration Manager

With a copy to:  
Attn: Legal Dept.

If to Landlord, to:

Warren D. Main and Patricia L. Main  
166 Pawcatuck Avenue  
Pawcatuck, CT 06379

And with a copy to:

Send Rent payments to:

Warren D. Main and Patricia Main  
166 Pawcatuck Avenue  
Pawcatuck, CT 06379

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Upon written notice to Landlord, Tenant may sublease the Premises to subsequent third-party users ("Subsequent User"). Upon the execution of any sublease, Landlord shall be entitled to receive an amount equal to ten percent (10%) of the Subsequent User's monthly rent as additional rent from Tenant until the expiration or earlier termination of the sublease.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

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

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

(l) Signing Bonus. Tenant shall pay to Landlord a one time fee of Five Hundred and No/100 Dollars (\$500.00) provided that the Lease Agreement and all other necessary documents are signed by the Landlord and returned to Tenant by June 19, 2009. The signing bonus shall be payable within thirty (30) days of the execution of this Agreement by both parties.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Warren D. Main

TENANT: Omnipoint Communications, Inc.

By: Warren D Main  
Printed Name: Warren D. Main  
Title: Owner  
Date: 6-17-09

By: [Signature]  
Printed Name: Mark Appel  
Title: Area Director  
Date: 29 JUN 09

LANDLORD: Patricia L. Main

By: Patricia Main  
Printed Name: Patricia Main  
Title: Owner  
Date: 6-17-09

T-Mobile Legal Approval

**EXHIBIT A**  
**Legal Description**

**The Property is legally described as follows:**

ALL THAT CERTAIN tract or parcel of land located on the northerly side of Pawcatuck Avenue in the Village of Pawcatuck, Town of Stonington, County of New London and State of Connecticut, and being more particularly bounded and described as follows, to wit:

BEGINNING at the southeasterly corner of the parcel of land herein conveyed on the northerly line of Pawcatuck Avenue, said corner also being the southwesterly corner of land of Lee and Irene Morgan; thence running northerly, bounded easterly by said Morgan land 90.50 feet to an iron pipe marking the northwesterly corner of Morgan land; thence turning an interior angle of 284° 06' 00" and running easterly 130.00 feet to a drill hole at the northeasterly corner of said Morgan land; thence turning an interior angle of 161° 52' 30" and continuing in a generally easterly direction by and along a stone wall 235.63 feet to a drill hole marking a corner of the herein conveyed parcel of land, with said last course being bounded southerly in part by land of Joseph and Irene Orlando and partly by land of Michael and Barbara Lynch; thence turning an interior angle of 100° 27' 00" and running northerly by and along a stone wall 81.61 feet to a drill hole marking an angle point; thence turning an interior angle of 196° 27' 00" and continuing along said wall 136.28 feet to a drill hole at an angle point; thence turning an interior angle of 137° 22' 30" and continuing northerly with said wall 62.54 feet to a drill hole at an angle point; thence turning an interior angle of 251° 50' 00" and continuing along said wall 31.66 feet to a drill hole at an angle point; thence turning an interior angle of 168° 14' 30" and continuing along said wall 54.42 feet to a drill hole at an angle point; thence turning an interior angle of 135° 50' 30" and continuing along said wall 27.55 feet to a drill hole at an angle point; thence turning an interior angle of 197° 42' 00" and continuing along said wall 112.35 feet to a drill hole at the northeasterly corner of the parcel of land herein conveyed with said last mentioned seven courses all being bounded easterly by land now or formerly of Samuel Larkin; thence turning an interior angle of 102° 02' 00" and running westerly along a stone wall 99.76 feet to a drill hole; thence running northerly 18 feet more or less to property of the New York New Haven and Hartford Railroad; thence turning and running westerly, bounded northerly by said railroad property 266 feet more or less to the northwesterly corner of the parcel of land herein conveyed; thence turning and running southerly 160 feet, more or less, to a corner; thence turning an interior angle of 270° 00' 00" and running westerly 165.00 feet to a corner; thence turning an interior angle of 90° 00' 00" and running southerly 212.00 feet to a corner; thence turning an interior angle of 90° 00' 00" and running easterly 25.00 feet to a corner; thence turning an interior angle of 270° 00' 00" and running southerly 210.00 feet to a corner; thence turning an interior angle of 90° 00' 00" and running easterly 109.28 feet to the point of curvature of a curve having a radius of 30.00 feet and a central angle of 91° 32' 25" and continuing along the arc of said curve 47.93 feet to the point of tangency of said curve; thence continuing southerly 54.91 feet to the point of curvature of a curve having a radius of 30.00 feet and a central angle of 89° 18' 05" and continuing along the arc of said curve 46.76 feet to the northerly line of Pawcatuck Avenue, with said last nine courses being bounded by other land of Charles N. Main, Sr.; thence running easterly by and along the northerly line of Pawcatuck Avenue 154.64 feet to the point and place of beginning.

The above described premises are shown on "Plan Showing Property To Be Conveyed by Charles N. Main, Sr. To Warren D. and Patricia Main, Pawcatuck Avenue, Pawcatuck, Connecticut, Scale 1"=40' August 1966, Rossi & Lewis, Engr's." filed for record herewith.

**LESS AND EXCEPTING THEREFROM:**

That certain tract or parcel of land located on the northerly side of Pawcatuck Avenue, in the Town of Stonington, County of New London and State of Connecticut and which is shown and delineated on a plan titled: "Monumented Perimeter Survey Prepared for Charles Main Highland Homestead, Pawcatuck Avenue, Map 26, Block 2, Lot 1, Stonington, Connecticut, Scale 1"=20', August 20, 1996 by Cherenzia & Associates, Ltd., Westerly, Rhode Island". Said parcel is more particularly bounded and described as follows:

BEGINNING at a railroad spike set in the northerly line of Pawcatuck Avenue marking the southeasterly corner of the parcel of land herein described and the southwesterly corner of the remaining land of Warren D. and Patricia Main;

THENCE North 19° 45' 18" East, bounded easterly by said remaining land of Main, a distance of 703.00 feet more or less to the southerly line of land now or formerly of The National Railroad Passenger Corporation and the northeasterly corner of the parcel of land herein described;

THENCE westerly, along the southerly line of said Railroad, a distance of 20.00 feet, more or less, to the northeasterly corner of land now or formerly of Charles N. Main, Sr., and the northwesterly corner of the parcel of land herein described;

THENCE southerly, bounded westerly by said Charles N. Main, Sr., land, a distance of 160.00 feet, more or less, to an angle point;

THENCE North 68° 40' 30" West, bounded northerly by said Charles N. Main, Sr., land, a distance of 165.00 feet to an angle point;

THENCE South 21° 19' 30" West, bounded northerly by said Charles N. Main, Sr., land, a distance of 212.00 feet to an angle point;

THENCE South 68° 40' 30" East, bounded southerly by said Charles N. Main, Sr., land, a distance of 109.28 feet to the beginning of a circular curve having a radius of 30.00 feet and a central angle of 91° 32' 55";



THENCE easterly, southeasterly and southerly, bounded southerly, southwesterly and westerly by said Charles N. Main, Sr., land, along the arc of said curve, a distance of 47.93 feet;

THENCE South 22° 51' 55" West, bounded northwesterly by said Charles N. Main, Sr., land, a distance of 54.91 feet to the beginning of a circular curve having a radius of 30.00 feet and a central angle of 89° 19' 05";

THENCE southwesterly and westerly, bounded northwesterly and northerly by said Charles N. Main, Sr., land, along the arc of said curve, a distance of 46.76 feet to a point in the northerly line of said Pawcatuck Avenue at the southeasterly corner of said Charles N. Main, Sr., land and the southwesterly corner of the parcel of land herein described;

THENCE South 67° 50' 00" East, along the northerly line of Pawcatuck Avenue, a distance of 72.72 feet to the point and place of beginning.

The above described parcel of land contains 86,317 square feet or 2 acres of land, more or less.

THENCE South 62° 40' 30" East, bounded southerly by said Charles N. Main, Sr., land, a distance of 25.00 feet to an angle point;

THENCE South 21° 19' 30" West, bounded westerly by said Charles N. Main, Sr., land, a distance of 210.00 feet to an angle point;

**EXHIBIT B**

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

SEE ATTACHED.



**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**  
 3 SADDLEBROOK DRIVE  
 KILLINGWORTH, CT. 06419  
 PHONE: (860)-663-1697  
 FAX: (860)-663-0935  
 www.allpointstech.com

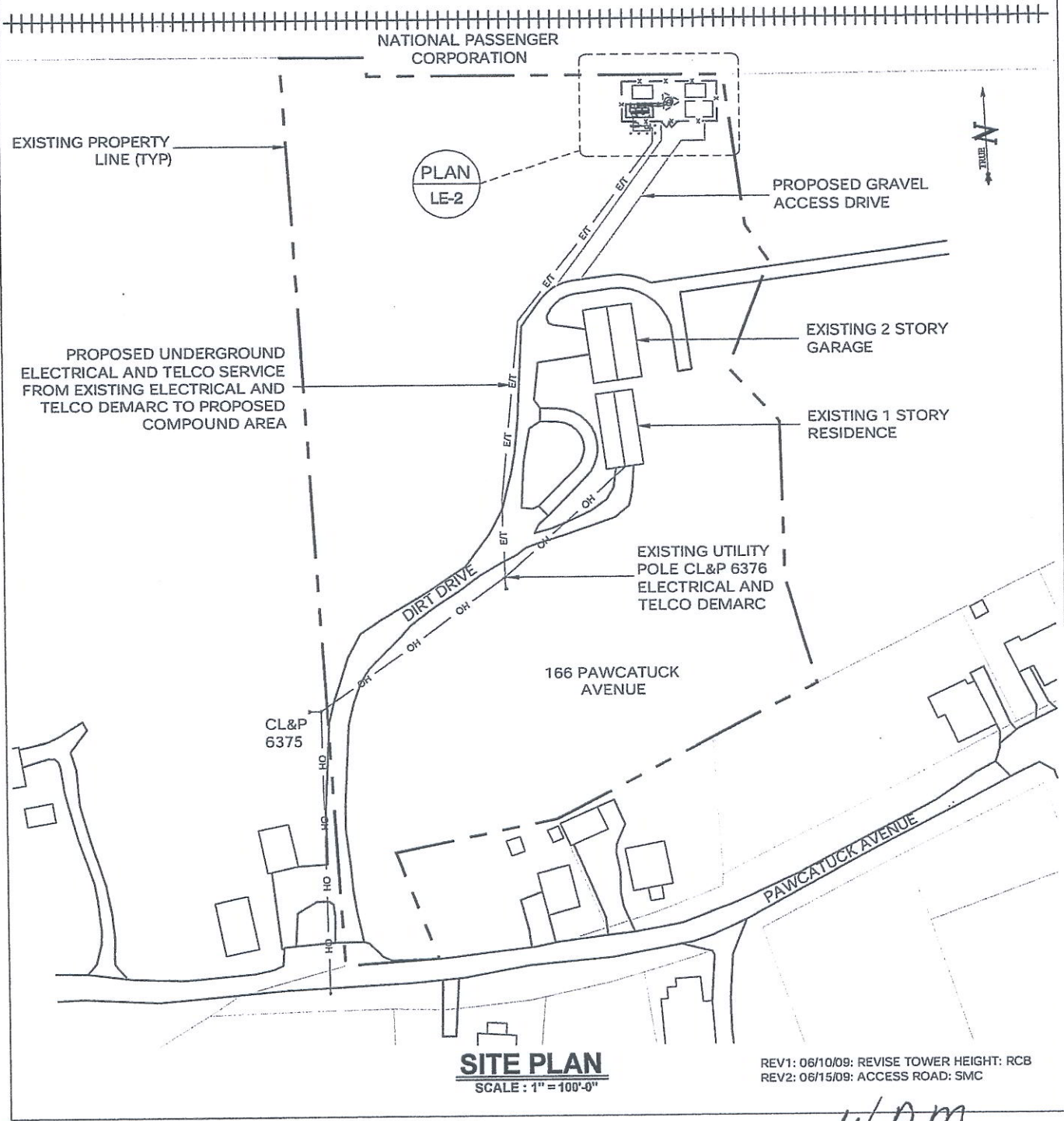


**APT FILING NUMBER: CT-255T-520**  
**LE-1**  
**SCALE: AS NOTED**      **DRAWN BY: RCB**  
**DATE: 06/05/09**      **CHECKED BY: SMC**

**T-Mobile**  
 35 GRIFFIN ROAD  
 BLOOMFIELD, CT 06002  
 OFFICE: (860)-692-7100

**T-MOBILE SITE NUMBER**  
**CTNL813C**  
**AMTRAK STONINGTON 3**  
**166 PAWCATUCK AVENUE**  
**STONINGTON, CT 06379**

**NOTE:**  
 PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPOINT COMMUNICATIONS INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. OMNIPOINT COMMUNICATIONS INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS. ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPOINT COMMUNICATIONS INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES AND APPLICABLE EASEMENTS ARE SUBJECT TO APPROVAL AS PER UTILITY COMPANIES DIRECTION.



**SITE PLAN**  
 SCALE: 1" = 100'-0"

REV1: 06/10/09: REVISE TOWER HEIGHT: RCB  
 REV2: 06/15/09: ACCESS ROAD: SMC

*WDM*  
*PM*

**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**  
 3 SADDLEBROOK DRIVE  
 KILLINGWORTH, CT. 06419  
 PHONE: (860)-663-1697  
 FAX: (860)-663-0935  
 www.allpointstech.com

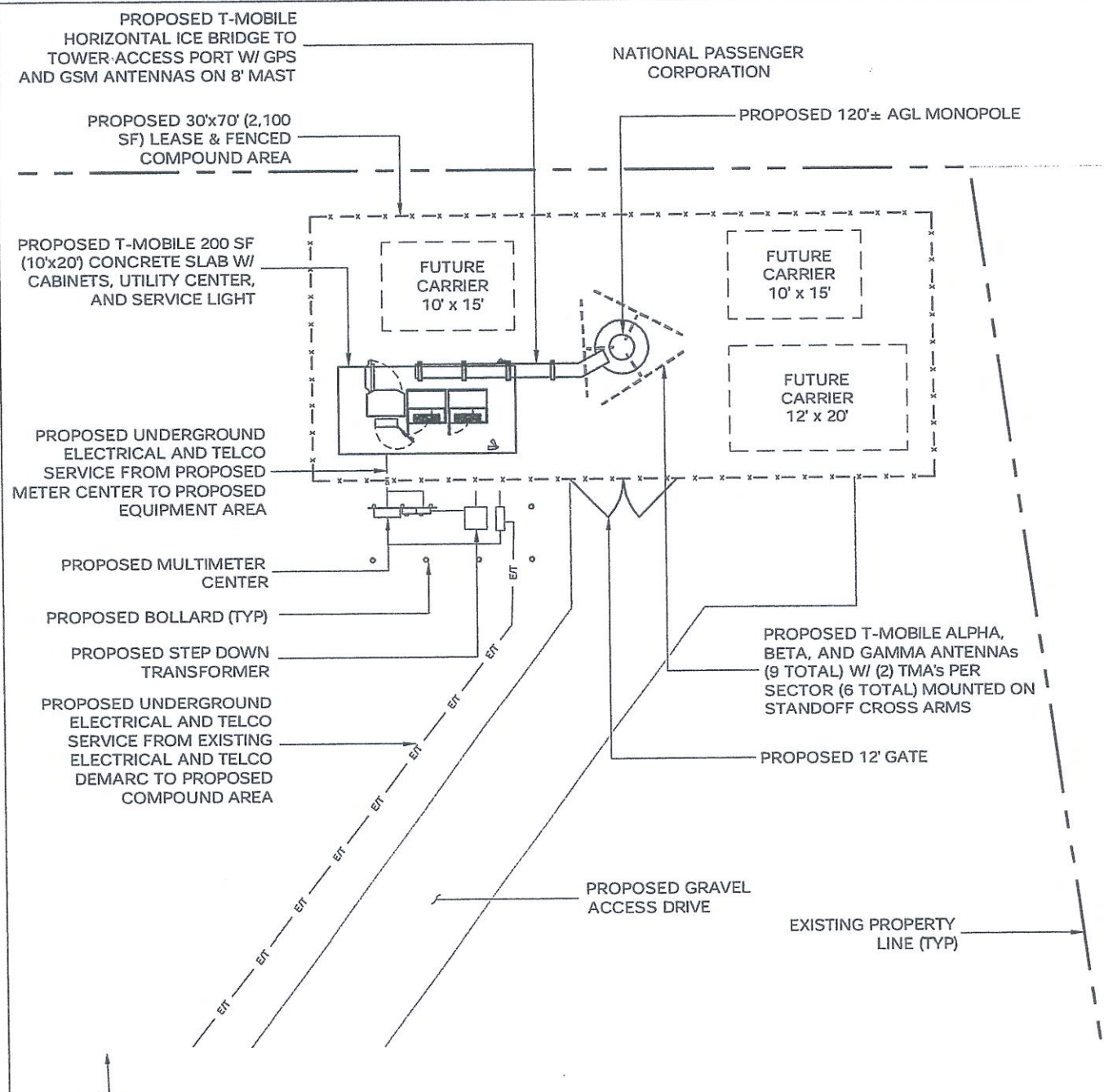


**APT FILING NUMBER: CT-255T-520**  
 LE-2  
 SCALE: AS NOTED      DRAWN BY: RCB  
 DATE: 06/05/09      CHECKED BY: SMC

**T-Mobile**  
 35 GRIFFIN ROAD  
 BLOOMFIELD, CT 06002  
 OFFICE: (860)-692-7100

**T-MOBILE SITE NUMBER**  
 CTNL813C  
 AMTRAK STONINGTON 3  
 166 PAWCATUCK AVENUE  
 STONINGTON, CT 06379

**NOTE:**  
 PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPOINT COMMUNICATIONS INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. OMNIPOINT COMMUNICATIONS INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS. ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPOINT COMMUNICATIONS INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES AND APPLICABLE EASEMENTS ARE SUBJECT TO APPROVAL AS PER UTILITY COMPANIES DIRECTION.



**PARTIAL SITE PLAN**  
 SCALE: 1/16" = 1'-0"

REV1: 06/10/09: REVISE TOWER HEIGHT: RCB  
 REV2: 06/15/09: ACCESS ROAD: SMC

*WDM*  
*[Signature]*  
*RCB*

**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**  
 3 SADDLEBROOK DRIVE  
 KILLINGWORTH, CT, 06419  
 PHONE: (860)-663-1697  
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 www.allpointstech.com

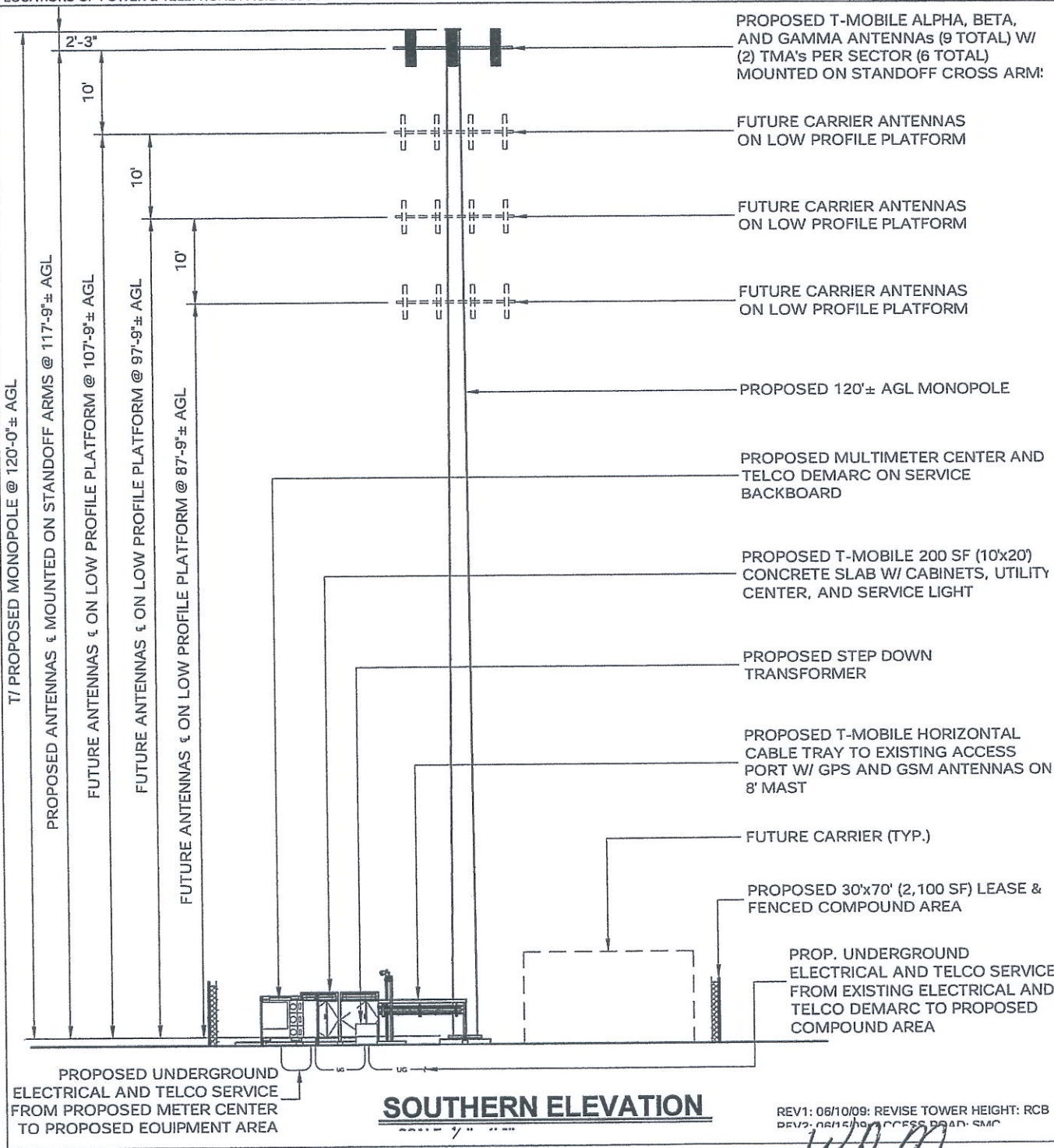


**APT FILING NUMBER: CT-255T-520**  
**LE-3**  
**SCALE: AS NOTED**      **DRAWN BY: RCB**  
**DATE: 06/05/09**      **CHECKED BY: SMC**

**T-Mobile**  
 35 GRIFFIN ROAD  
 BLOOMFIELD, CT 06002  
 OFFICE: (860)-692-7100

**T-MOBILE SITE NUMBER**  
**CTNL813C**  
**AMTRAK STONINGTON 3**  
**166 PAWCATUCK AVENUE**  
**STONINGTON, CT 06379**

**NOTE:**  
 PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPOINT COMMUNICATIONS INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. OMNIPOINT COMMUNICATIONS INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS. ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPOINT COMMUNICATIONS INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES AND APPLICABLE EASEMENTS ARE SUBJECT TO APPROVAL AS PER UTILITY COMPANIES DIRECTION.



REV1: 06/10/09: REVISE TOWER HEIGHT: RCB  
 REV2: 08/15/09: ACCESS ROAD: SMC

*WDM*  
*RCB*  
*SMC*

EXHIBIT C

**Memorandum  
of  
Lease**

**MEMORANDUM OF LEASE**

Assessor's Parcel Number: Map 26; Block 2; Lot 1

Between Warren D. Main and Patricia L. Main ("Landlord") and Omnipoint Communications, Inc. ("Tenant")

**NAME AND ADDRESS OF LANDLORD:** Warren D. Main and Patricia L. Main  
166 Pawcatuck Avenue  
Pawcatuck, CT 06379

**NAME AND ADDRESS OF TENANT:** Omnipoint Communications, Inc.  
4 Sylvan Way  
Parsippany, NJ 07054  
Attn: Lease Administration Manager

**LEASE DATE OF EXECUTION:** \_\_\_\_\_

**SITE LEASE WITH OPTION:** A Site Lease with Option (the "Lease") by and between Warren D. Main and Patricia L. Main, as individuals ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the property described below (the "Leased Premises").

**DESCRIPTION OF LEASED PREMISES:** The Leased Premises consists of a portion of the property (the "Property") known by the street address 166 Pawcatuck Avenue, Town of Pawcatuck, County of New London, State of Connecticut, which is sufficient for the placement of Antenna Facilities together with easements for access and utilities. A metes and bounds description of the Property is incorporated herein as Exhibit "A."

**TERM OF THE LEASE:** The term of the Lease is for five (5) years, commencing on the date of the exercise of the Option (the "Commencement Date") and expiring on midnight on the last day of the Initial or Renewal Term (the "Expiration Date").

**OPTION TO EXTEND:** Tenant has an option to extend the term of the Lease for five (5) successive periods of five (5) years [each]. This Lease shall automatically renew for each successive Renewal Term, unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

**TERMS OF THE LEASE GOVERN:** The rights, obligations and remedies of Landlord and Tenant, respectively, with reference to each other and the Leased Premises shall be fixed, determined and governed solely by the terms of the Lease, this being a Memorandum of Lease executed by the parties hereto for the purpose of providing an instrument in lieu of recording the Lease.

The parties hereto have executed and delivered this Memorandum of Lease for the purpose of giving notice of the Lease to whomever it may concern. For a statement of the rights, privileges and obligations created under the Lease and of the options, terms, covenants and conditions contained therein, reference should be made to the Lease.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD:** Warren D. Main

**TENANT:** Omnipoint Communications, Inc.

By: \_\_\_\_\_  
Printed Name: Warren D. Main  
Title: Owner  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Mark Appel  
Title: Area Director  
Date: \_\_\_\_\_

**LANDLORD:** Patricia L. Main

By: \_\_\_\_\_  
Printed Name: Patricia Main  
Title: Owner  
Date: \_\_\_\_\_

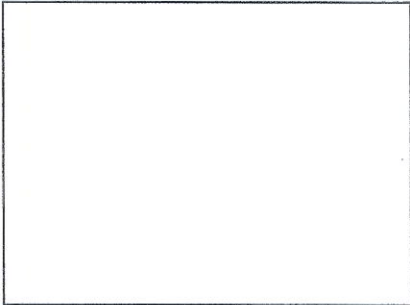


[Notary block for Tenant]

STATE OF MASSACHUSETTS            )  
  ) ss.  
COUNTY OF BRISTOL                )

I certify that I know or have satisfactory evidence that MARK APPEL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the AREA DIRECTOR of Omnipoint Communications, Inc., a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Memorandum of Lease Exhibit A  
Legal Description**

**The Property is legally described as follows:**

ALL THAT CERTAIN tract or parcel of land located on the northerly side of Pawcatuck Avenue in the Village of Pawcatuck, Town of Stonington, County of New London and State of Connecticut, and being more particularly bounded and described as follows, to wit:

BEGINNING at the southeasterly corner of the parcel of land herein conveyed on the northerly line of Pawcatuck Avenue, said corner also being the southwesterly corner of land of Lee and Irene Morgan; thence running northerly, bounded easterly by said Morgan land 90.50 feet to an iron pipe marking the northwesterly corner of Morgan land; thence turning an interior angle of  $284^{\circ} 06' 00''$  and running easterly 130.00 feet to a drill hole at the northeasterly corner of said Morgan land; thence turning an interior angle of  $161^{\circ} 52' 30''$  and continuing in a generally easterly direction by and along a stone wall 235.63 feet to a drill hole marking a corner of the herein conveyed parcel of land, with said last course being bounded southerly in part by land of Joseph and Irene Orlando and partly by land of Michael and Barbara Lynch; thence turning an interior angle of  $100^{\circ} 27' 00''$  and running northerly by and along a stone wall 81.61 feet to a drill hole marking an angle point; thence turning an interior angle of  $196^{\circ} 27' 00''$  and continuing along said wall 136.28 feet to a drill hole at an angle point; thence turning an interior angle of  $137^{\circ} 22' 30''$  and continuing northerly with said wall 62.54 feet to a drill hole at an angle point; thence turning an interior angle of  $251^{\circ} 50' 00''$  and continuing along said wall 31.66 feet to a drill hole at an angle point; thence turning an interior angle of  $168^{\circ} 14' 30''$  and continuing along said wall 54.42 feet to a drill hole at an angle point; thence turning an interior angle of  $135^{\circ} 50' 30''$  and continuing along said wall 27.55 feet to a drill hole at an angle point; thence turning an interior angle of  $197^{\circ} 42' 00''$  and continuing along said wall 112.35 feet to a drill hole at the northeasterly corner of the parcel of land herein conveyed with said last mentioned seven courses all being bounded easterly by land now or formerly of Samuel Larkin; thence turning an interior angle of  $102^{\circ} 02' 00''$  and running westerly along a stone wall 99.76 feet to a drill hole; thence running northerly 18 feet more or less to property of the New York New Haven and Hartford Railroad; thence turning and running westerly, bounded northerly by said railroad property 266 feet more or less to the northwesterly corner of the parcel of land herein conveyed; thence turning and running southerly 160 feet, more or less, to a corner; thence turning an interior angle of  $270^{\circ} 00' 00''$  and running westerly 165.00 feet to a corner; thence turning an interior angle of  $90^{\circ} 00' 00''$  and running southerly 212.00 feet to a corner; thence turning an interior angle of  $90^{\circ} 00' 00''$  and running easterly 25.00 feet to a corner; thence turning an interior angle of  $270^{\circ} 00' 00''$  and running southerly 210.00 feet to a corner; thence turning an interior angle of  $90^{\circ} 00' 00''$  and running easterly 109.28 feet to the point of curvature of a curve having a radius of 30.00 feet and a central angle of  $91^{\circ} 32' 25''$  and continuing along the arc of said curve 47.93 feet to the point of tangency of said curve; thence continuing southerly 54.91 feet to the point of curvature of a curve having a radius of 30.00 feet and a central angle of  $89^{\circ} 18' 05''$  and continuing along the arc of said curve 46.76 feet to the northerly line of Pawcatuck Avenue, with said last nine courses being bounded by other land of Charles N. Main, Sr.; thence running easterly by and along the northerly line of Pawcatuck Avenue 154.64 feet to the point and place of beginning.

The above described premises are shown on "Plan Showing Property To Be Conveyed by Charles N. Main, Sr. To Warren D. and Patricia Main, Pawcatuck Avenue, Pawcatuck, Connecticut, Scale 1"=40' August 1966, Rossi & Lewis, Engr's." filed for record herewith.

LESS AND EXCEPTING THEREFROM:

That certain tract or parcel of land located on the northerly side of Pawcatuck Avenue, in the Town of Stonington, County of New London and State of Connecticut and which is shown and delineated on a plan titled: "Monumented Perimeter Survey Prepared for Charles Main Highland Homestead, Pawcatuck Avenue, Map 26, Block 2, Lot 1, Stonington, Connecticut, Scale 1"=20', August 20, 1996 by Cherenzia & Associates, Ltd., Westerly, Rhode Island". Said parcel is more particularly bounded and described as follows:

BEGINNING at a railroad spike set in the northerly line of Pawcatuck Avenue marking the southeasterly corner of the parcel of land herein described and the southwesterly corner of the remaining land of Warren D. and Patricia Main;

THENCE North  $19^{\circ} 45' 18''$  East, bounded easterly by said remaining land of Main, a distance of 703.00 feet more or less to the southerly line of land now or formerly of The National Railroad Passenger Corporation and the northeasterly corner of the parcel of land herein described;

THENCE westerly, along the southerly line of said Railroad, a distance of 20.00 feet, more or less, to the northeasterly corner of land now or formerly of Charles N. Main, Sr., and the northwesterly corner of the parcel of land herein described;

THENCE southerly, bounded westerly by said Charles N. Main, Sr., land, a distance of 160.00 feet, more or less, to an angle point;

THENCE North  $68^{\circ} 40' 30''$  West, bounded northerly by said Charles N. Main, Sr., land, a distance of 165.00 feet to an angle point;

THENCE South  $21^{\circ} 19' 30''$  West, bounded northerly by said Charles N. Main, Sr., land, a distance of 212.00 feet to an angle point;

THENCE South  $68^{\circ} 40' 30''$  East, bounded southerly by said Charles N. Main, Sr., land, a distance of 109.28 feet to the beginning of a circular curve having a radius of 30.00 feet and a central angle of  $91^{\circ} 32' 55''$ ;



THENCE easterly, southeasterly and southerly, bounded southerly, southwesterly and westerly by said Charles N. Main, Sr., land, along the arc of said curve, a distance of 47.93 feet;

THENCE South 22° 51' 55" West, bounded northwesterly by said Charles N. Main, Sr., land, a distance of 54.91 feet to the beginning of a circular curve having a radius of 30.00 feet and a central angle of 89° 19' 05";

THENCE southwesterly and westerly, bounded northwesterly and northerly by said Charles N. Main, Sr., land, along the arc of said curve, a distance of 46.76 feet to a point in the northerly line of said Pawcatuck Avenue at the southeasterly corner of said Charles N. Main, Sr., land and the southwesterly corner of the parcel of land herein described;

THENCE South 67° 50' 00" East, along the northerly line of Pawcatuck Avenue, a distance of 72.72 feet to the point and place of beginning.

The above described parcel of land contains 86,317 square feet or 2 acres of land, more or less.

THENCE South 62° 40' 30" East, bounded southerly by said Charles N. Main, Sr., land, a distance of 25.00 feet to an angle point;

THENCE South 21° 19' 30" West, bounded westerly by said Charles N. Main, Sr., land, a distance of 210.00 feet to an angle point;

**ADDENDUM TO SITE LEASE WITH OPTION**  
**[Additional Terms]**

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

**LANDLORD:** Warren D. Main

By: \_\_\_\_\_  
Printed Name: Warren D. Main  
Title: Owner  
Date: \_\_\_\_\_

**LANDLORD:** Patricia Main

By: \_\_\_\_\_  
Printed Name: Patricia Main  
Title: Owner  
Date: \_\_\_\_\_

**TENANT:** Omnipoint Communications, Inc.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_