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1/9/18

VIA ELECTRONIC MAIL & OVERNIGHT MAIL

Connecticut Siting Council
Melanie A. Bachman
Executive Director
10 Franklin Square
New Britain, Connecticut 06051

Re: Docket 480
SectorSite LLC ("SectorSite") and T-Mobile Northeast, LLC ("T-Mobile")
Proposed Wireless Telecommunications Tower Facility
2 Westwoods Drive, Farmington, CT

Dear Executive Director Bachman:

On behalf of SectorSite LLC ("SectorSite") and T-Mobile Northeast, LLC ("T-Mobile") and in connection with the above referenced Certificate Application, we enclose the Lease Agreements with The Town of Farmington, the owner of the property at 2 Westwoods Drive, in accordance with Connecticut General Statutes Section 16-50o(c).

The Lease Agreements include:

- The June 1, 2006 Site Lease With Option agreement between the Town of Farmington and T-Mobile;
- The October 22, 2013 First Amendment To Site Lease With Option between the Town of Farmington and T-Mobile, extending the June 1, 2006 lease agreement; and
- June 9, 2017 notification to the Town of Farmington of the lease assignment from T-Mobile to SectorSite.

Please incorporate the enclosed as part of the official record of the proceeding. Thank you.

Very truly yours,


Lucia Chiocchio

Enclosures

cc: Kathleen Eagen, Town Manager; William Warner, Town Planner; SectorSite; T-Mobile

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Town of Farmington, a Connecticut municipality ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of One Thousand and no/100 dollars (\$1,000.00) (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 One Thousand Five Hundred and no/100 dollars (\$1,500.00) ("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 Communication 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, provided however, that Tenant shall indemnify Landlord for any claims, liabilities or obligations that arise out of such access except those caused by or arising out of (i) the results of the Tests or (ii) the negligent acts or intentional omissions of Landlord. 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 except as may be called for in the exercise of Landlord's governmental functions. 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 reasonably 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 2 Westwoods Drive, Farmington, CT, comprises approximately 2,500 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. 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, flagpole and base, antennas, microwave dishes, antennas and cables to provide emergency 911 communication services, equipment shelters and/or cabinets and related activities. Landlord and Tenant agree that any portion of the Antenna Facilities (as defined in Section 7a below) that may be described on Exhibit B will not be deemed to limit Tenant's Permitted Use. If Exhibit B includes conceptual drawings of the initial installation of the Antenna Facilities, Landlord's execution of this Lease will signify Landlord's approval of Exhibit B.

The logo consists of the letters "OC" in a bold, stylized font. The "O" is a solid black circle, and the "C" is a thick, black, curved shape that partially encloses the "O".

4. Rent. (a) Tenant shall pay Landlord, as rent, One Thousand Nine Hundred and no/100 dollars (\$1,900.00) per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls, 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 at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant. Rent will be increased on each annual anniversary of the Commencement Date to an amount equal to the amount of the monthly installments of rent payable during the preceding year increased by 3%.

(b) If any Rent payment due hereunder is not paid when due, upon receipt of written notice from Landlord that the same was not paid when due, then, Tenant shall pay to Landlord five percent (5%) of the delinquent amount as an administrative fee.

(c) Subject to all permits and approvals from all governmental agencies having jurisdiction thereover, Tenant may lease or license space on the support structure forming a part of the Antenna Facilities and within its Premises to a third party for installation of transmission, receiving or other types of equipment or facilities, whether similar or dissimilar to Tenant's installation, on such terms and conditions as Tenant in its sole discretion, desires (a "Third Party Lease"); provided, however, that, so long as Landlord has not entered into a separate agreement with the Third Party, Landlord shall receive as additional rent under this Lease, **twenty percent (20%)** of all rental (net of all costs incurred by Tenant as a result of or in connection with such Third Party Lease) actually received by Tenant pursuant to the Third Party Lease (the "Collocation Fee").

5. 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 ninety (90) 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, except that hold over rent shall be 200% of the then-current monthly rent.

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. Notwithstanding the foregoing, if interference caused by Landlord is necessary for the operation of Landlord's emergency equipment and such interference cannot be cured by Landlord, then Tenant's sole remedy shall be to terminate this Lease, provided that Landlord shall pay Tenant two (2) years of the then-current rent as liquidated damages.

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, flagpole and base, lighting fixtures, lighting timers, 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, and 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.

(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 work with the applicable utility company to correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements, 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.

(h) Prior to the commencement of its initial construction, Tenant shall submit to Landlord plans and specifications (the "Plans") for the installation showing the size, height and appearance of the component parts of the installation. Landlord shall have the right to approve the Plans in writing, provided that such approval shall not be unreasonably withheld or delayed. Landlord's approval must be given or denied within fifteen (15) days after submission thereof by Tenant. Failure of Landlord to approve or object to the Plans within said fifteen (15) day period shall be deemed an approval. In the event Landlord objects to the Plans within said fifteen (15) day period, Landlord's objections shall be clearly stated in writing and given in accordance with Paragraph 12. If Landlord objects to the Plans, Tenant shall have the right either to (a) resubmit the Plans in accordance with the same approval process as stated above, or (b) terminate this Agreement, whereupon the parties shall have no further obligations or liabilities to each other. Tenant may resubmit the Plans for approval by Landlord as many additional times as Tenant desires. In the event of any conflict between the terms and conditions of this Lease (including the exhibits hereto) and the Plans which have been approved by Landlord, then, as to any aesthetic aspects of Tenant's Work so approved (e.g., colors and other decorative features), such approved plans shall prevail.

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

(a) upon ten (10) business days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such ten (10) business 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, through no fault of its own and despite Tenant's diligent efforts, 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, the Building or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons, provided Tenant pays Landlord a termination fee equal to six (6) months of the then-current rent as liquidated damages;

(d) *intentionally deleted*; 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; or

(f) upon thirty (30) days' written notice by Tenant given at any time following the expiration of the Initial Term, for any reason or no reason, without penalty or further liability, provided Tenant pays Landlord a termination fee equal to six (6) months of the then current rent as liquidated damages.

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 or within such additional period as may reasonably be required to cure such default if, because of any cause beyond the reasonable control of the defaulting party, the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, provided the defaulting party shall duly institute and thereafter diligently prosecute to completion all steps necessary to cure the 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 or the Antenna Facilities remain at the Property. 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. Tenant further agrees to maintain property and fire insurance covering at least 100% of the replacement cost of the Antenna Facilities. All policies required by this section shall be written by insurance companies admitted to do business in Connecticut and with a Best's rating of A minus or better and financial size category of VII or better.

(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 waiver set forth in Section 11(b) above, 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 indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(e) 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.

(f) 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 on the date of receipt as shown on the addressee's registry or certification of receipt or on the date of receipt or refusal of receipt as shown on the records or manifest of the U.S. Postal Service or such courier. 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:

Omnipoint Communications, Inc.
Attn: Property Management
4 Sylvan Way
Parsippany, NJ 07054

With a copy to:

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

With a copy to: Attn: Legal Dept.

If to Landlord, to:

With a copy to:

Town of Farmington
Attn: Town Manager
One Monteith Drive
Farmington, CT 06032

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (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. 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 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 or discovery 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 to any person or business entity which has sufficient assets to enable it to meet all of Tenant's obligations under this Lease and: (i) is FCC licensed to operate a wireless communications business; (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent; (iii) is merged or consolidated with Tenant; (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located; or (v) is a tower construction or management company. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied. 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. Tenant may sublease the Premises, upon written notice to Landlord, provided that Tenant shall remain liable for all of its obligations under this Lease.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of

security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord 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. Neither party shall record this Lease. 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.

19. Removal. Within ninety (90) days of the expiration or earlier termination of this Lease, Tenant agrees to remove its equipment, repair any damage to the Premises caused by Tenant, and restore the Premises to substantially the same condition as it was in on the Commencement Date, ordinary wear and tear and damage from the elements and casualty beyond Tenant's control, excepted. Immediately following the Commencement Date hereunder, Tenant agrees to obtain a bond, in the amount of Fifty Thousand and no/100 dollars (\$50,000.00), from a bond company duly licensed to do business in the state of Connecticut in favor of Landlord (the "Removal Bond"). The Removal Bond shall secure Tenant's removal of the Antenna Facilities from the Premises following the expiration or earlier termination of the Lease and shall be maintained throughout the Term. Tenant agrees to deliver to Landlord a copy of the Removal Bond within a reasonable time following Tenant's receipt thereof.

20. Right to Purchase Flagpole. In the event that the Tenant determines to abandon the proposed flagpole upon the expiration or earlier termination of this Lease, then Tenant shall deliver a "Notice of Abandonment" to Landlord at least sixty (60) days prior to any such abandonment or removal of the flagpole from the Premises, and Landlord shall have the right to purchase such flagpole from the Tenant, at no cost to the Landlord and on an "as-is" basis, upon written notice to the Tenant no later than thirty (30) days after the date of such Notice of Abandonment. The purchase and sale of such flagpole shall be pursuant to a mutually agreeable and commercially reasonable bill of sale. Upon the delivery of the Notice of Abandonment, the Tenant shall co-operate with the Landlord to allow the Landlord to perform reasonable due-diligence for the flagpole, provided, that Landlord and Tenant acknowledge that Tenant shall not be required to disclose any confidential or proprietary agreements or documents in connection with the due diligence of the flagpole. An assignment or sublease pursuant to the terms of paragraph 15 of this Lease shall not be deemed an abandonment of the flagpole.

21. Flag. Tenant shall provide Landlord with an American Flag upon completion of Tenant's installation of the Antenna Facilities. In no event shall Tenant be responsible for raising and lowering the flag, or any other such daily maintenance of the flag. Notwithstanding anything in this Lease to the contrary, Landlord shall be responsible for maintenance of the flag (the "Flag") on the flagpole, and to otherwise comply with any applicable local, state or federal rules, regulations or laws relating to flying the Flag at the Premises. Tenant shall be responsible for lighting the flag during nighttime hours. Notwithstanding the above provisions, Tenant shall provide Landlord with a replacement flag within thirty (30) days of receipt of written notice from the Landlord that the flag has become tattered or damaged. Tenant's duty to replace the flag shall be subject to Tenant's inspection of the flag and reasonable determination that it is, in fact, tattered or damaged.

22. Estoppel. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which any sums owed to Landlord are paid in advance, if any, and (b) acknowledging that there are not, to such parties knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Property, as the case may be.

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SIGNATURE PAGE FOLLOWS

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

LANDLORD: TOWN OF FARMINGTON

By: Kathleen A Eagen
Printed Name: Kathleen A Eagen
Its: Town Manager
Date: 5/18/06

Witnesses:

Deborah Bull
Printed Name: Deborah Bull
Jeffrey Ollendorf
Printed Name: Jeffrey Ollendorf

**TENANT:
OMNIPOINT COMMUNICATIONS, INC.**

By: [Signature]
Printed Name: Michael S. Fulton
Its: Director of Development
Date: JUN - 1 2006

Witnesses:

Taunya Lyn Orlando
Printed Name: Taunya Lyn Orlando
Kim M Malozzi
Printed Name: Kimberly M Malozzi

EXHIBIT A
Legal Description

The Property is legally described as follows:

Page 1 of 2

Site Name: Farmington SWFD
Site Number: CTHA-112-A

All that certain piece or parcel of land, with the buildings and improvements thereon, located in the Town of Farmington, County of Hartford and State of Connecticut, on the westerly side of Plainville Avenue, also known as Route No. 177, containing 230.646 acres, more or less, as shown on a certain map or plan entitled "Land N/F of Lester Julian Conn. Route 177 Farmington, Conn. Scale 1"=100' Date 5/4/73 Francis A. Paul Civil Engineer and Land Surveyor Steinman Avenue Middlebury, Conn.", consisting of two sheets, on file in the Farmington Town Clerk's office, and being more particularly bounded and described as follows:

Beginning at a point located on the westerly line of Plainville Avenue, also known as Route No. 177, at the southeasterly corner of the premises herein described and the northeasterly corner of land now or formerly of Richard W. and Lois D. Roberts; thence running the following courses and distances along land now or formerly of Richard W. and Lois D. Roberts:

North 78°07'43" West, 403.84 feet; North 53°18'39" West 292.13 feet; North 51°50'48" West, 25.13 feet; North 47°09'52" West, 40.70 feet; North 39°10'17", 58.17 feet to land now or formerly of Edward Tymon;

thence running along land now or formerly of Edward Tymon the following courses and distances:

North 00°32'15" East, 58.02 feet; North 04°01'08" East, 73.57 feet; North 85°25'34" West, 346.15 feet; South 03°02'49" West, 571.95 feet; South 03°03'09" West, 308.42 feet; South 04°19'49" East, 261.753 feet to a CHD located on the northerly side Scott Swamp Road, also known as Route No. 6;

thence running South 70°06'25" West along the northerly line of Scott Swamp Road, also known as Route 6, 51.875 feet to the southeasterly corner of land now or formerly of Gilles Tanguay and Rejeanne Tanguay; thence running the following courses and distances along land now or formerly of Gilles Tanguay and Rejeanne Tanguay:

North 04°21'06" West, 288.146 feet; North 89°23'06" West, 186.18 feet; South 01°23'12" East, 147.262 feet; North 83°59'22" West, 188.22 feet;

thence running along the northerly line of an old highway the following courses and distances:

North 87°46'39" West, 155.94 feet; North 84°37'15" West, 285.86 feet; North 82°34'03" West, 904.93 feet; North 81°40'41" West, 50.15 feet; North 79°03'10" West, 63.62 feet; North 80°15'44" West, 31.34 feet; North 52°49'49" West, 138.28 feet; North 51°13'14" West, 114.0 feet; North 57°35'54" West, 42.09 feet; North 50°54'17" West, 53.33 feet; North 38°35'16" West, 145.30 feet; North 45°39'16" West, 26.0 feet; North 53°13'54" West, 251.67 feet; North 53°56'10" West, 95.03 feet; North 56°15'59" West, 66.01 feet; North 52°23'15" West, 113.14 feet; North 47°56'27" West, 91.06 feet; North 37°07'53" West, 93.65 feet; North 24°00'31" West, 85.53 feet; North 29°25'52" West, 30.0 feet; North 41°33'41" West, 41.79 feet; North 22°40'13" West, 31.28 feet; North 38°25'50" West, 19.95 feet to Bristol Town Line at land designated on said map as "Elizabeth Park Tract Section 5";

thence running along the Bristol Town Line and land designated on said map as "Elizabeth Park Tract Section 5" the following courses and distances:

North 03°26'27" East, 134.44 feet; North 02°35'46" East, 186.19 feet; North 04°39'14" East, 220.89 feet; North 03°49'02" East, 92.37 feet;

thence continuing along land designated on said map as "Elizabeth Park Tract Section 5" the following courses and distances:

North 06°26'32" East, 399.30 feet; North 05°14'0" East, 287.10 feet; North 88°14'59" West, 11.09 feet to the Bristol Town Line;

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EXHIBIT A
Legal Description

The Property is legally described as follows:

Page 2 of 2

Site Name: Farmington SWFD
Site Number: CTHA-112-A

thence running along the Bristol Town Line and along land designated on said map as "Elizabeth Park Tract Section 5" North 4°43'25" East, 144.60 feet to the southeasterly corner of land now or formerly of John C. Cope et al:

thence running along land now or formerly of John C. Cope et al and along the Bristol Town Line North 4°43'25" East, 262.91 feet;

thence running along land now or formerly of John C. Cope et al the following courses and distances:

North 03°51'19" East, 226.56 feet; South 78°04'27" East, 144.77 feet; South 41°37'39" East, 13.16 feet; South 74°38'27" East, 199.16 feet; South 09°47'46" West, 142.66 feet; South 85°26'17" East, 269.99 feet; South 80°11'36" East, 29.57 feet; South 89°14'08" East, 25.86 feet; South 88°08'24" East, 216.23 feet; South 83°21'22" East, 79.0 feet; South 86°12'41" East, 127.88 feet; South 84°51'45" East, 224.685 feet; South 88°59'09" East, 44.18 feet; South 84°56'37" East, 115.73 feet; South 85°24'30" East, 250.82 feet; North 85°38'45" East, 35.36 feet; South 72°56'43" East, 25.69 feet; North 88°47'54" East, 31.12 feet; South 82°21'44" East, 66.81 feet; South 85°37'21" East, 324.02 feet; South 79°19'36" East, 62.45 feet; South 72°53'19" East, 209.785 feet; South 73°14'17" East, 46.19 feet; South 76°06'44" East, 120.68 feet; South 78°16'37" East, 246.83 feet; South 79°44'39" East, 306.20 feet; South 78°25'34" East, 386.38 feet to the northwesterly corner of land now or formerly of Carmela Pencikowski;

thence running along land now or formerly of Carmela Pencikowski and land now or formerly of Carmela P. Pencikowski and Concettina Beltrami, South 5°17'55" West, 221.73 feet;

thence running along land now or formerly of Carmela P. Pencikowski and Concettina Beltrami South 84°42'05" East, 200.0 feet to the westerly line of Plainville Avenue, also known as Route No. 177;

thence running along the westerly line of Plainville Avenue, also known as Route No. 177, the following courses and distances:

South 05°17'55" West, 298.80 feet; South 05°53'02" East, 457.88 feet; South 06°09'47" East, 390.37 feet; South 01°30'03" West, 160.40 feet; South 05°56'31" West, 506.02 feet to the point or place of beginning.

Said premises are subject to any and all provisions of any statute, ordinance, municipal regulation, zoning, planning, and wetland law regulations, building lines, if established, or public or private law, local or federal.

Said premises are further subject to taxes on the List of October 1, 1979.

Said premises are subject to a 50-foot right of way for all purposes for which a right of way may be used and a pipe-line right of way of said 50 feet to the owners of land adjoining said right of way to the west as shown on a map entitled "Map of Land Owned by Alfred A. & Lillian F. Anderson, Scott Swamp Road Farmington, Conn. Scale 1" = 40' July, 1964 Certified Substantially Correct W. F. Grunewald Edward P. Reuber Surveyors", which right of way is described in a deed dated July 22, 1964 and recorded in the Land Records of the Town of Farmington in Volume 169 at Page 460.

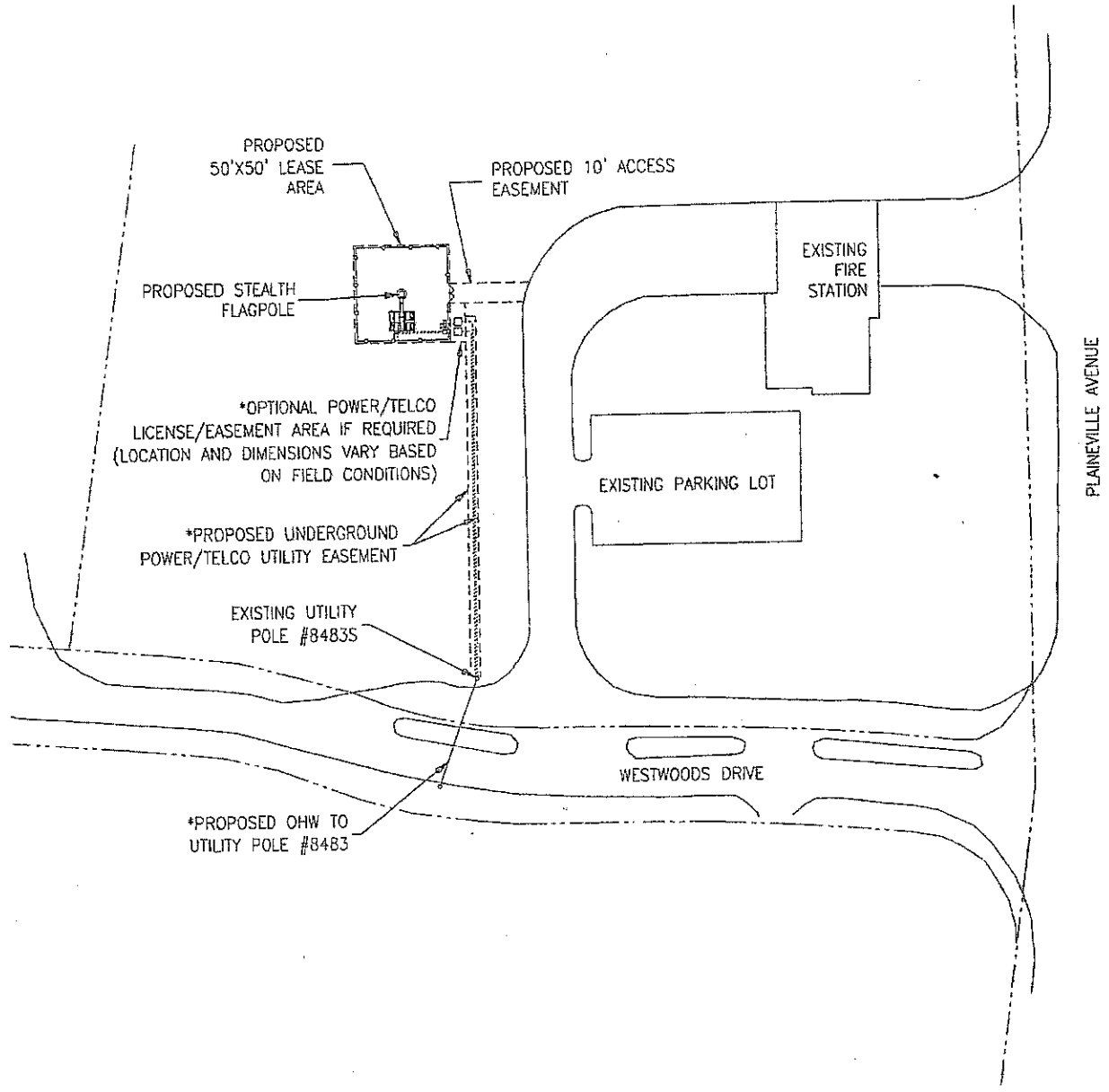
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EXHIBIT B

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

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPPOINT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.



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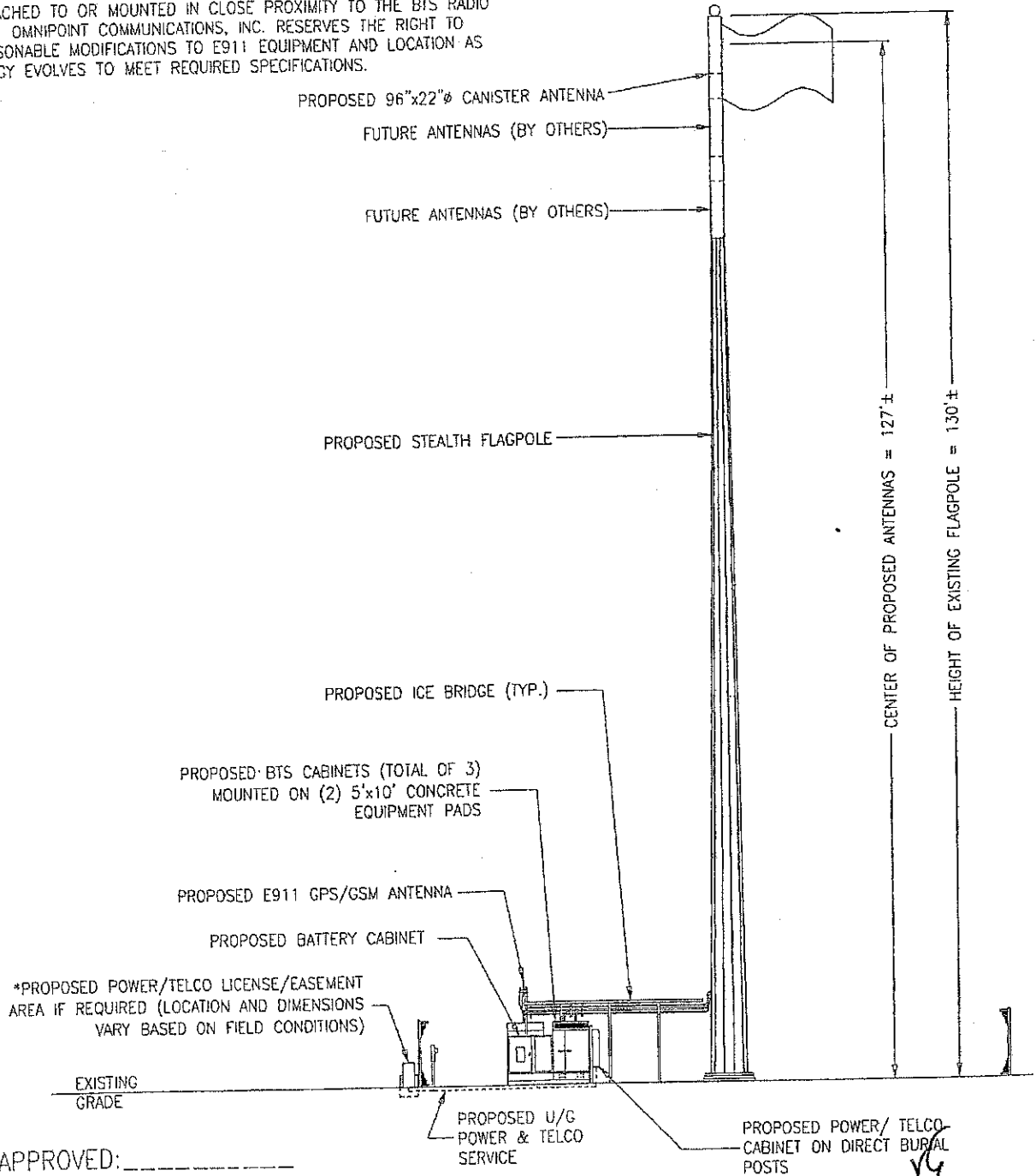
*EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

SITE NO: CTHA112A SITE NAME: FARMINGTON SOUTHWEST F.D. ADDRESS: 2 WESTWOODS DR. FARMINGTON, CT	OMNIPPOINT COMMUNICATIONS, INC. 100 FILLEY STREET BLOOMFIELD, CT 06002	SITE TYPE: FLAGPOLE	DATE: 7-18-05
		DRAWN BY: DJC	SCALE: NTS



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.



RF APPROVED: _____

ELEVATION

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPOINT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

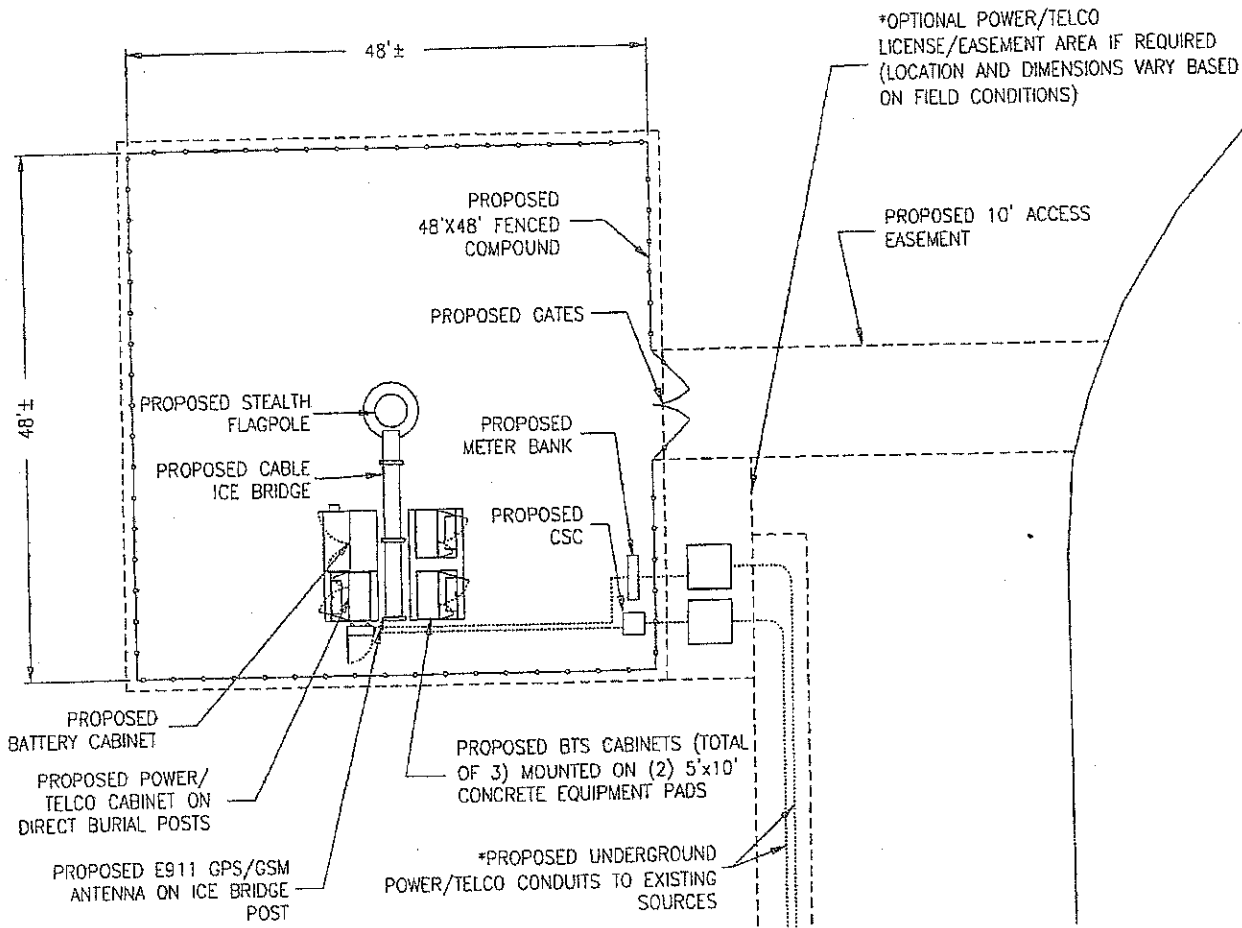
*EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

MSF

SITE NO: CTHA112A SITE NAME: FARMINGTON SOUTHWEST F.D. ADDRESS: 2 WESTWOODS DR. FARMINGTON, CT	OMNIPOINT COMMUNICATIONS, INC. 100 FILLEY STREET BLOOMFIELD, CT 06002	SITE TYPE: FLAGPOLE RAW-LAND	DATE: 7-18-05
		DRAWN BY: DJC	SCALE: NTS



ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPPOINT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.



RF APPROVED: _____

ANTENNA AZIMUTHS:
SECTOR A=
SECTOR B=
SECTOR C=

PLAN

APPROX. 10/20/11



*EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

MSE

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SITE NO: CTHA112A SITE NAME: FARMINGTON SOUTHWEST F.D. ADDRESS: 2 WESTWOODS DR. FARMINGTON, CT	OMNIPPOINT COMMUNICATIONS, INC. 100 FILLEY STREET BLOOMFIELD, CT 06002	SITE TYPE: FLAGPOLE	DATE: 7-18-05
		DRAWN BY: DJC	SCALE: NTS



EXHIBIT C

**Memorandum
of
Lease**

Site ID: CTHA112A
Site Address: 2 Westwood Drive, Farmington, CT 06032

FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (this "Amendment") is entered into effective on the date of the last party to execute this Amendment ("Effective Date"), by and between TOWN OF FARMINGTON, a Connecticut municipality (together with its successors and assigns, "Landlord"), and T-MOBILE NORTHEAST LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., (together with its successors and assigns, "Tenant").

RECITALS

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into that certain Site Lease with Option dated June 1, 2006, (the "Agreement"), whereby Landlord leased to Tenant certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the "Premises"), that are a portion of the property located at 2 Westwoods Drive, Farmington, CT 06032 (the "Property");

WHEREAS, Landlord and Tenant desire to extend the Agreement term and add two (2) additional five (5) year renewal terms to the Agreement; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Renewal Term.** Paragraph 5 is hereby deleted in its entirety and replaced with the following:

5. **Renewal.** Tenant shall have the right to extend this Lease for seven (7) 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 ninety (90) 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, except that holdover rent shall be 200% of the then-current monthly rent.

2. **Notices.** All notices, requests, demands and communications under the Lease will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LANDLORD:

Town of Farmington
Attention Town Manager
One Monteith Drive
Farmington, CT 06032

TENANT:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance

Site Number: CTHA112A
Site Name: Farmington SWFD_RL
Market: Connecticut

Site No.: CTHA112A

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

3. **Recording of Documents.** Landlord approves and agrees to cooperate with the recording of the Memorandum of Lease Amendment attached hereto as **Exhibit A** and incorporated herein (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Amendment effective as of the Effective Date.

LANDLORD:

TOWN OF FARMINGTON

By: Kathleen A Eagen

Print Name: Kathleen A. Eagen

Title: Town Manager

Date: 10-22-2013

TENANT:

T-MOBILE NORTHEAST LLC

By: [Signature]

Print Name: David Karpinski

Title: GM - Connecticut Market

Date: 10-29-13

EXHIBIT A
Site Lease with Option dated June 1, 2006

SEE ATTACHED.

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Town of Farmington, a Connecticut municipality ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of One Thousand and no/100 dollars (\$1,000.00) (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 One Thousand Five Hundred and no/100 dollars (\$1,500.00) ("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 Communication 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, provided however, that Tenant shall indemnify Landlord for any claims, liabilities or obligations that arise out of such access except those caused by or arising out of (i) the results of the Tests or (ii) the negligent acts or intentional omissions of Landlord. 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 except as may be called for in the exercise of Landlord's governmental functions. 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 reasonably 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 2 Westwoods Drive, Farmington, CT, comprises approximately 2,500 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. 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, flagpole and base, antennas, microwave dishes, antennas and cables to provide emergency 911 communication services, equipment shelters and/or cabinets and related activities. Landlord and Tenant agree that any portion of the Antenna Facilities (as defined in Section 7a below) that may be described on Exhibit B will not be deemed to limit Tenant's Permitted Use. If Exhibit B includes conceptual drawings of the initial installation of the Antenna Facilities, Landlord's execution of this Lease will signify Landlord's approval of Exhibit B.



4. Rent. (a) Tenant shall pay Landlord, as rent, One Thousand Nine Hundred and no/100 dollars (\$1,900.00) per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls, 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 at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant. Rent will be increased on each annual anniversary of the Commencement Date to an amount equal to the amount of the monthly installments of rent payable during the preceding year increased by 3%.

(b) If any Rent payment due hereunder is not paid when due, upon receipt of written notice from Landlord that the same was not paid when due, then, Tenant shall pay to Landlord five percent (5%) of the delinquent amount as an administrative fee.

(c) Subject to all permits and approvals from all governmental agencies having jurisdiction thereover, Tenant may lease or license space on the support structure forming a part of the Antenna Facilities and within its Premises to a third party for installation of transmission, receiving or other types of equipment or facilities, whether similar or dissimilar to Tenant's installation, on such terms and conditions as Tenant in its sole discretion, desires (a "Third Party Lease"); provided, however, that, so long as Landlord has not entered into a separate agreement with the Third Party, Landlord shall receive as additional rent under this Lease, twenty percent (20%) of all rental (net of all costs incurred by Tenant as a result of or in connection with such Third Party Lease) actually received by Tenant pursuant to the Third Party Lease (the "Collocation Fee").

5. 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 ninety (90) 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, except that hold over rent shall be 200% of the then-current monthly rent.

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. Notwithstanding the foregoing, if interference caused by Landlord is necessary for the operation of Landlord's emergency equipment and such interference cannot be cured by Landlord, then Tenant's sole remedy shall be to terminate this Lease, provided that Landlord shall pay Tenant two (2) years of the then-current rent as liquidated damages.

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, flagpole and base, lighting fixtures, lighting timers, 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, and 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.

(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 work with the applicable utility company to correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements, 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.

(h) Prior to the commencement of its initial construction, Tenant shall submit to Landlord plans and specifications (the "Plans") for the installation showing the size, height and appearance of the component parts of the installation. Landlord shall have the right to approve the Plans in writing, provided that such approval shall not be unreasonably withheld or delayed. Landlord's approval must be given or denied within fifteen (15) days after submission thereof by Tenant. Failure of Landlord to approve or object to the Plans within said fifteen (15) day period shall be deemed an approval. In the event Landlord objects to the Plans within said fifteen (15) day period, Landlord's objections shall be clearly stated in writing and given in accordance with Paragraph 12. If Landlord objects to the Plans, Tenant shall have the right either to (a) resubmit the Plans in accordance with the same approval process as stated above, or (b) terminate this Agreement, whereupon the parties shall have no further obligations or liabilities to each other. Tenant may resubmit the Plans for approval by Landlord as many additional times as Tenant desires. In the event of any conflict between the terms and conditions of this Lease (including the exhibits hereto) and the Plans which have been approved by Landlord, then, as to any aesthetic aspects of Tenant's Work so approved (e.g., colors and other decorative features), such approved plans shall prevail.

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

(a) upon ten (10) business days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such ten (10) business 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, through no fault of its own and despite Tenant's diligent efforts, 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, the Building or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons, provided Tenant pays Landlord a termination fee equal to six (6) months of the then-current rent as liquidated damages;

(d) *intentionally deleted*; 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; or

(f) upon thirty (30) days' written notice by Tenant given at any time following the expiration of the Initial Term, for any reason or no reason, without penalty or further liability, provided Tenant pays Landlord a termination fee equal to six (6) months of the then current rent as liquidated damages.

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 or within such additional period as may reasonably be required to cure such default if, because of any cause beyond the reasonable control of the defaulting party, the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, provided the defaulting party shall duly institute and thereafter diligently prosecute to completion all steps necessary to cure the 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 or the Antenna Facilities remain at the Property. 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. Tenant further agrees to maintain property and fire insurance covering at least 100% of the replacement cost of the Antenna Facilities. All policies required by this section shall be written by insurance companies admitted to do business in Connecticut and with a Best's rating of A minus or better and financial size category of VII or better.

(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 waiver set forth in Section 11(b) above, 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.

(e) 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.

(f) 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 on the date of receipt as shown on the addressee's registry or certification of receipt or on the date of receipt or refusal of receipt as shown on the records or manifest of the U.S. Postal Service or such courier. 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:

Omnipoint Communications, Inc.
Attn: Property Management
4 Sylvan Way
Parsippany, NJ 07054

With a copy to:

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

With a copy to: Attn: Legal Dept.

If to Landlord, to:

With a copy to:

Town of Farmington
Attn: Town Manager
One Monteith Drive
Farmington, CT 06032

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (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. 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 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 or discovery 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 to any person or business entity which has sufficient assets to enable it to meet all of Tenant's obligations under this Lease and: (i) is FCC licensed to operate a wireless communications business; (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent; (iii) is merged or consolidated with Tenant; (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located; or (v) is a tower construction or management company. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied. 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. Tenant may sublease the Premises, upon written notice to Landlord, provided that Tenant shall remain liable for all of its obligations under this Lease.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of

security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord 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. Neither party shall record this Lease. 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.

19. Removal. Within ninety (90) days of the expiration or earlier termination of this Lease, Tenant agrees to remove its equipment, repair any damage to the Premises caused by Tenant, and restore the Premises to substantially the same condition as it was in on the Commencement Date, ordinary wear and tear and damage from the elements and casualty beyond Tenant's control, excepted. Immediately following the Commencement Date hereunder, Tenant agrees to obtain a bond, in the amount of Fifty Thousand and no/100 dollars (\$50,000.00), from a bond company duly licensed to do business in the state of Connecticut in favor of Landlord (the "Removal Bond"). The Removal Bond shall secure Tenant's removal of the Antenna Facilities from the Premises following the expiration or earlier termination of the Lease and shall be maintained throughout the Term. Tenant agrees to deliver to Landlord a copy of the Removal Bond within a reasonable time following Tenant's receipt thereof.

20. Right to Purchase Flagpole. In the event that the Tenant determines to abandon the proposed flagpole upon the expiration or earlier termination of this Lease, then Tenant shall deliver a "Notice of Abandonment" to Landlord at least sixty (60) days prior to any such abandonment or removal of the flagpole from the Premises, and Landlord shall have the right to purchase such flagpole from the Tenant, at no cost to the Landlord and on an "as-is" basis, upon written notice to the Tenant no later than thirty (30) days after the date of such Notice of Abandonment. The purchase and sale of such flagpole shall be pursuant to a mutually agreeable and commercially reasonable bill of sale. Upon the delivery of the Notice of Abandonment, the Tenant shall co-operate with the Landlord to allow the Landlord to perform reasonable due-diligence for the flagpole, provided, that Landlord and Tenant acknowledge that Tenant shall not be required to disclose any confidential or proprietary agreements or documents in connection with the due diligence of the flagpole. An assignment or sublease pursuant to the terms of paragraph 15 of this Lease shall not be deemed an abandonment of the flagpole.

21. Flag. Tenant shall provide Landlord with an American Flag upon completion of Tenant's installation of the Antenna Facilities. In no event shall Tenant be responsible for raising and lowering the flag, or any other such daily maintenance of the flag. Notwithstanding anything in this Lease to the contrary, Landlord shall be responsible for maintenance of the flag (the "Flag") on the flagpole, and to otherwise comply with any applicable local, state or federal rules, regulations or laws relating to flying the Flag at the Premises. Tenant shall be responsible for lighting the flag during nighttime hours. Notwithstanding the above provisions, Tenant shall provide Landlord with a replacement flag within thirty (30) days of receipt of written notice from the Landlord that the flag has become tattered or damaged. Tenant's duty to replace the flag shall be subject to Tenant's inspection of the flag and reasonable determination that it is, in fact, tattered or damaged.

22. Estoppel. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which any sums owed to Landlord are paid in advance, if any, and (b) acknowledging that there are not, to such parties knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Property, as the case may be.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

LANDLORD: TOWN OF FARMINGTON

By: Kathleen A Eagen
Printed Name: Kathleen A Eagen
Its: Town Manager
Date: 5/18/06

Witnesses:

Deborah Bull
Printed Name: Deborah Bull
Jeffrey Ollendorf
Printed Name: Jeffrey Ollendorf

**TENANT:
OMNIPOINT COMMUNICATIONS, INC.**

By: [Signature]
Printed Name: Michael S. Fulton
Its: Director of Development
Date: JUN 1 2006

Witnesses:

Lauryn Lyn Orlando
Printed Name: Lauryn Lyn Orlando
Kimberly M Medeiros
Printed Name: Kimberly M Medeiros

EXHIBIT A
Legal Description

The Property is legally described as follows:

Page 1 of 2

Site Name: Farmington SWFD
Site Number: CTHA-112-A

All that certain piece or parcel of land, with the buildings and improvements thereon, located in the Town of Farmington, County of Hartford and State of Connecticut, on the westerly side of Plainville Avenue, also known as Route No. 177, containing 230.646 acres, more or less, as shown on a certain map or plan entitled "Land N/P of Lester Julian Conn. Route 177 Farmington, Conn. Scale 1"=100' Data 5/4/73 Francis A. Paul Civil Engineer and Land Surveyor Steinman Avenue Middlebury, Conn.", consisting of two sheets, on file in the Farmington Town Clerk's office, and being more particularly bounded and described as follows:

Beginning at a point located on the westerly line of Plainville Avenue, also known as Route No. 177, at the southeasterly corner of the premises herein described and the northeasterly corner of land now or formerly of Richard W. and Lois D. Roberts; thence running the following courses and distances along land now or formerly of Richard W. and Lois D. Roberts:

North $76^{\circ}07'43''$ West, 403.84 feet; North $63^{\circ}18'39''$ West 292.13 feet; North $51^{\circ}50'48''$ West, 25.13 feet; North $47^{\circ}09'52''$ West, 40.70 feet; North $39^{\circ}10'17''$, 58.17 feet to land now or formerly of Edward Tymon;

thence running along land now or formerly of Edward Tymon the following courses and distances:

North $00^{\circ}32'15''$ East, 58.02 feet; North $04^{\circ}01'08''$ East, 73.57 feet; North $85^{\circ}25'34''$ West, 346.15 feet; South $03^{\circ}02'49''$ West, 571.85 feet; South $03^{\circ}03'09''$ West, 308.42 feet; South $04^{\circ}19'49''$ East, 261.753 feet to a CHD located on the northerly side Scott Swamp Road, also known as Route No. 6;

thence running South $70^{\circ}06'25''$ West along the northerly line of Scott Swamp Road, also known as Route 6, 51.875 feet to the southeasterly corner of land now or formerly of Gilles Tanguay and Rejeanne Tanguay; thence running the following courses and distances along land now or formerly of Gilles Tanguay and Rejeanne Tanguay:

North $04^{\circ}21'06''$ West, 288.146 feet; North $89^{\circ}23'06''$ West, 186.18 feet; South $01^{\circ}23'12''$ East, 147.262 feet; North $87^{\circ}59'22''$ West, 108.22 feet;

thence running along the northerly line of an old highway the following courses and distances:

North $87^{\circ}46'39''$ West, 155.94 feet; North $84^{\circ}17'15''$ West, 285.86 feet; North $82^{\circ}34'03''$ West, 904.93 feet; North $81^{\circ}40'41''$ West, 50.15 feet; North $79^{\circ}03'10''$ West, 63.62 feet; North $60^{\circ}15'44''$ West, 31.34 feet; North $52^{\circ}49'49''$ West, 138.28 feet; North $51^{\circ}13'14''$ West, 114.6 feet; North $57^{\circ}35'54''$ West, 42.09 feet; North $50^{\circ}54'17''$ West, 53.33 feet; North $38^{\circ}35'16''$ West, 145.30 feet; North $45^{\circ}39'18''$ West, 26.6 feet; North $53^{\circ}13'54''$ West, 251.67 feet; North $53^{\circ}50'10''$ West, 99.03 feet; North $56^{\circ}15'59''$ West, 66.01 feet; North $52^{\circ}23'15''$ West, 113.14 feet; North $47^{\circ}55'27''$ West, 91.06 feet; North $37^{\circ}07'53''$ West, 93.65 feet; North $24^{\circ}00'31''$ West, 85.53 feet; North $28^{\circ}25'52''$ West, 30.0 feet; North $41^{\circ}33'41''$ West, 41.79 feet; North $22^{\circ}40'13''$ West, 31.28 feet; North $38^{\circ}25'50''$ West, 19.95 feet to Bristol Town Line at land designated on said map as "Elizabeth Park Tract Section 5";

thence running along the Bristol Town Line and land designated on said map as "Elizabeth Park Tract Section 5" the following courses and distances:

North $03^{\circ}26'27''$ East, 134.44 feet; North $02^{\circ}35'46''$ East, 186.19 feet; North $04^{\circ}39'14''$ East, 220.89 feet; North $03^{\circ}49'02''$ East, 92.37 feet;

thence continuing along land designated on said map as "Elizabeth Park Tract Section 5" the following courses and distances:

North $06^{\circ}26'12''$ East, 399.10 feet; North $05^{\circ}14'00''$ East, 287.10 feet; North $30^{\circ}14'59''$ West, 13.09 feet to the Bristol Town Line;

KE

WOCI
MSF

EXHIBIT A
Legal Description

The Property is legally described as follows:

Page 2 of 2

Site Name: Farmington SWFD
Site Number: CTHA-112-A

thence running along the Bristol Town Line and along land designated on said map as "Elizabeth Park Tract Section 5" North 4°43'25" East, 314.60 feet to the southeasterly corner of land now or formerly of John C. Cope et al:

thence running along land now or formerly of John C. Cope et al and along the Bristol Town Line North 4°43'25" East, 262.91 feet;

thence running along land now or formerly of John C. Cope et al the following courses and distances:

North 03°51'18" East, 226.56 feet; South 78°04'27" East, 144.77 feet; South 41°17'19" East, 13.18 feet; South 74°16'27" East, 199.16 feet; South 09°47'46" West, 142.66 feet; South 05°26'17" East, 259.99 feet; South 80°11'16" East, 29.57 feet; South 89°14'00" East, 25.86 feet; South 85°08'24" East, 216.21 feet; South 83°21'22" East, 79.0 feet; South 86°12'41" East, 127.88 feet; South 84°51'45" East, 224.685 feet; South 88°59'09" East, 44.18 feet; South 84°56'37" East, 115.73 feet; South 65°24'30" East, 250.82 feet; North 05°30'45" East, 35.36 feet; South 72°36'43" East, 25.69 feet; North 88°47'54" East, 31.12 feet; South 82°21'44" East, 66.81 feet; South 85°37'23" East, 324.02 feet; South 79°19'16" East, 62.45 feet; South 72°53'19" East, 209.785 feet; South 71°14'17" East, 46.19 feet; South 76°06'44" East, 326.69 feet; South 78°16'37" East, 246.83 feet; South 79°44'39" East, 306.20 feet; South 78°25'36" East, 386.38 feet to the northwesterly corner of land now or formerly of Carmela Pencikowski;

thence running along land now or formerly of Carmela Pencikowski and land now or formerly of Carmela P. Pencikowski and Concettina Beltrami, South 5°17'55" West, 221.73 feet;

thence running along land now or formerly of Carmela P. Pencikowski and Concettina Beltrami South 84°42'05" East, 100.0 feet to the westerly line of Plainville Avenue, also known as Route No. 177;

thence running along the westerly line of Plainville Avenue, also known as Route No. 177, the following courses and distances:

South 05°17'55" West, 298.80 feet; South 05°53'02" East, 457.80 feet; South 06°09'47" East, 390.37 feet; South 01°10'01" West, 150.40 feet; South 05°56'31" West, 506.02 feet to the point or place of beginning.

Said premises are subject to any and all provisions of any statute, ordinance, municipal regulation, zoning, planning, and wetland law regulations, building lines, if established, or public or private law, local or federal.

Said premises are further subject to taxes on the List of October 1, 1979.

Said premises are subject to a 50-foot right of way for all purposes for which a right of way may be used and a pipe-line right of way of said 50 feet to the owners of land adjoining said right of way to the west as shown on a map entitled "Map of Land Owned by Alfred A. & Lillian F. Anderson, Scott Swamp Road Farmington, Conn. Scale 1" = 40' July, 1964 Certified Substantially Correct W. F. Grunewald Edward F. Reuber Surveyors", which right of way is described in a deed dated July 22, 1964 and recorded in the Land Records of the Town of Farmington in Volume 169 at Page 460.

NOCI

MSF

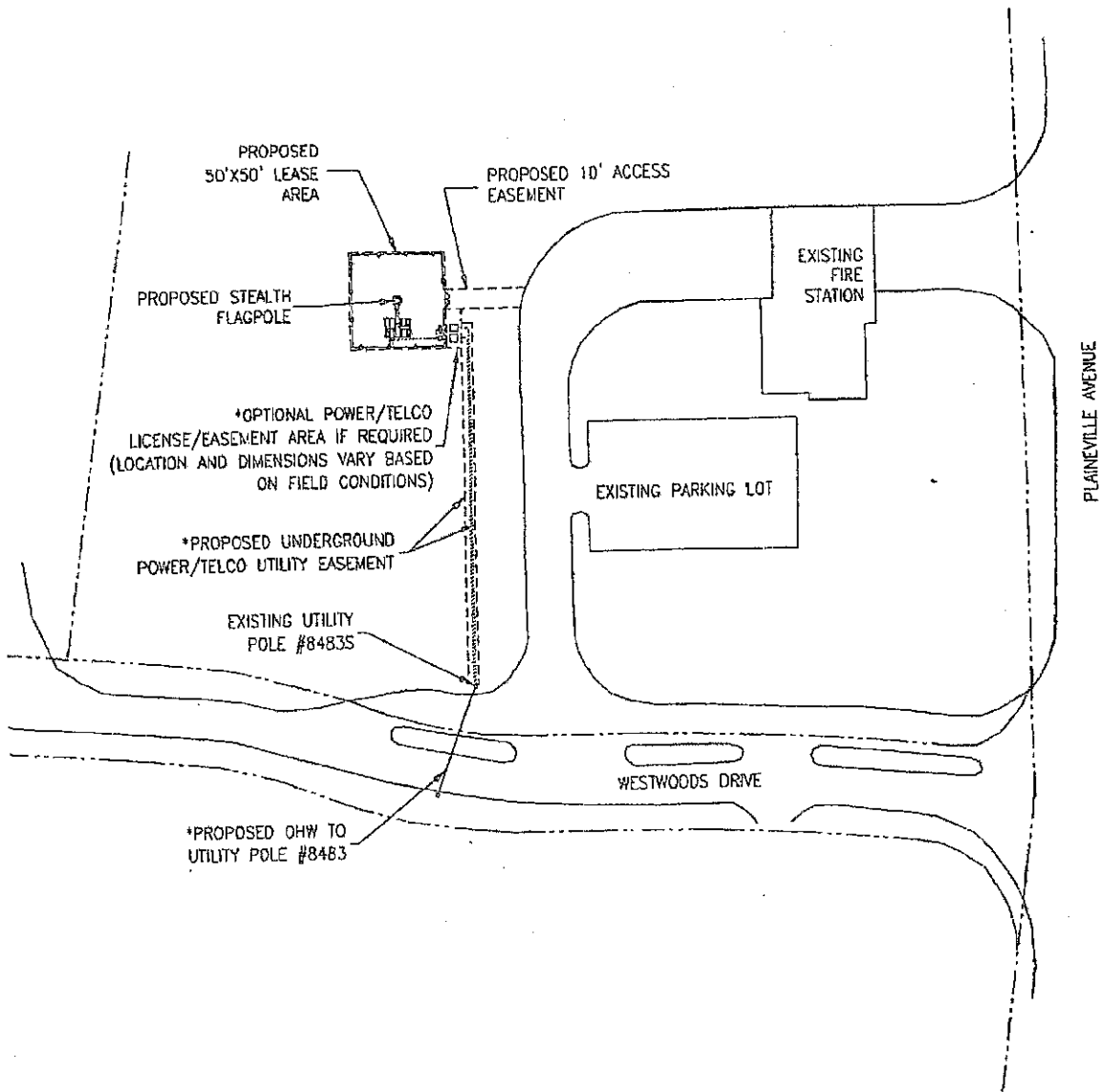
EXHIBIT B

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

Site Name: Farmington SWFD
Site Number: CTHA112A
Market: New England



ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPPOINT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.



PLAN



KE

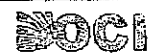
*EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

SITE NO: CTHA112A
 SITE NAME: FARMINGTON SOUTHWEST F.D.
 ADDRESS: 2 WESTWOODS DR. FARMINGTON, CT

OMNIPPOINT COMMUNICATIONS, INC.
 100 FILLEY STREET
 BLOOMFIELD, CT 06002

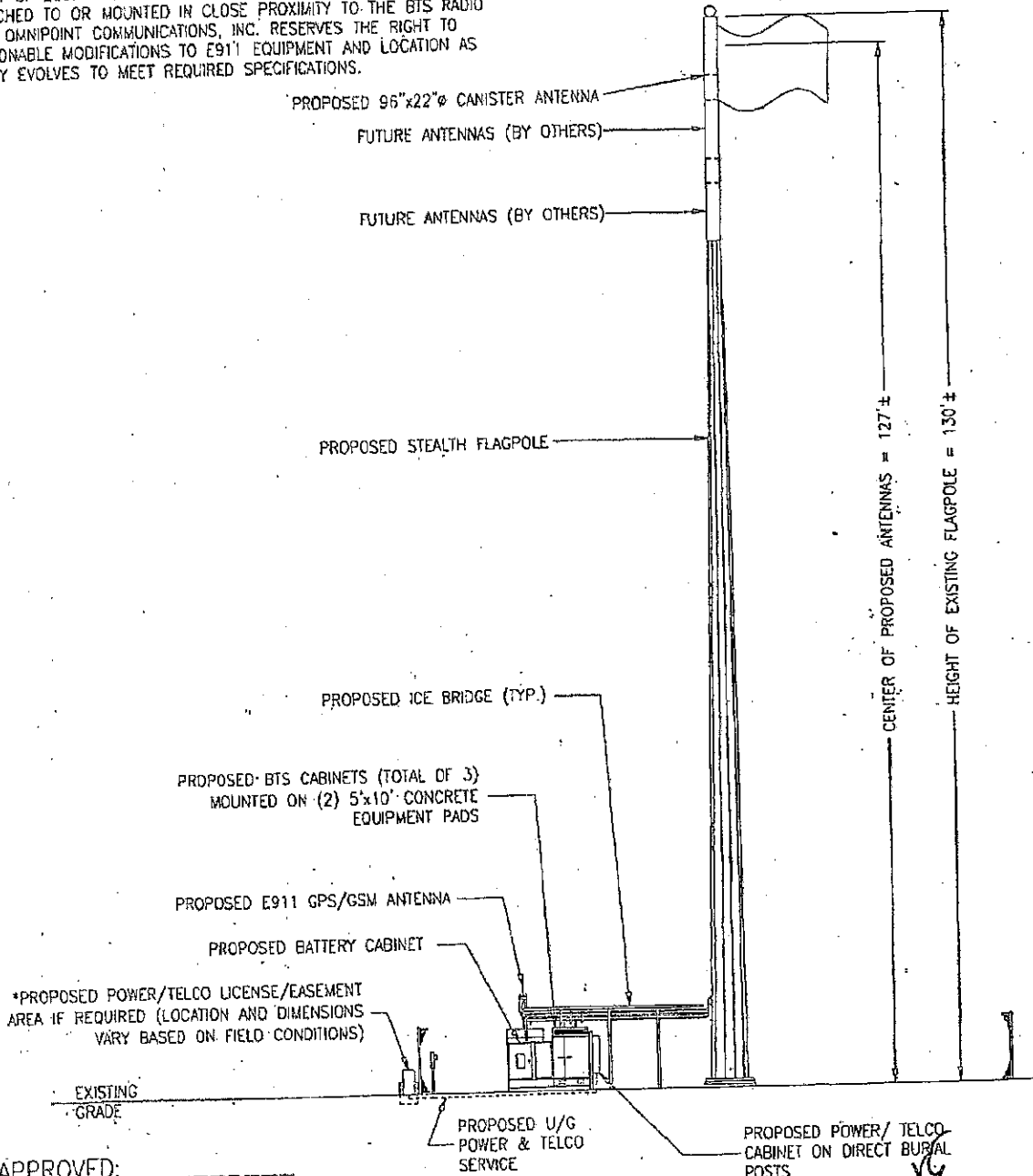
SITE TYPE: FLAGPOLE
 DRAWN BY: DJC

DATE: 7-18-05
 SCALE: NTS



NOTE:

PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPONT 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. OMNIPONT COMMUNICATIONS, INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.



RF APPROVED: _____

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPONT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

ELEVATION

*EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

SITE NO: CTHA112A
 SITE NAME: FARMINGTON SOUTHWEST F.D.
 ADDRESS: 2 WESTWOODS DR.
 FARMINGTON, CT

OMNIPONT COMMUNICATIONS, INC.
 100 FILLEY STREET
 BLOOMFIELD, CT 06002

SITE TYPE: FLAGPOLE
 RAW-LAND

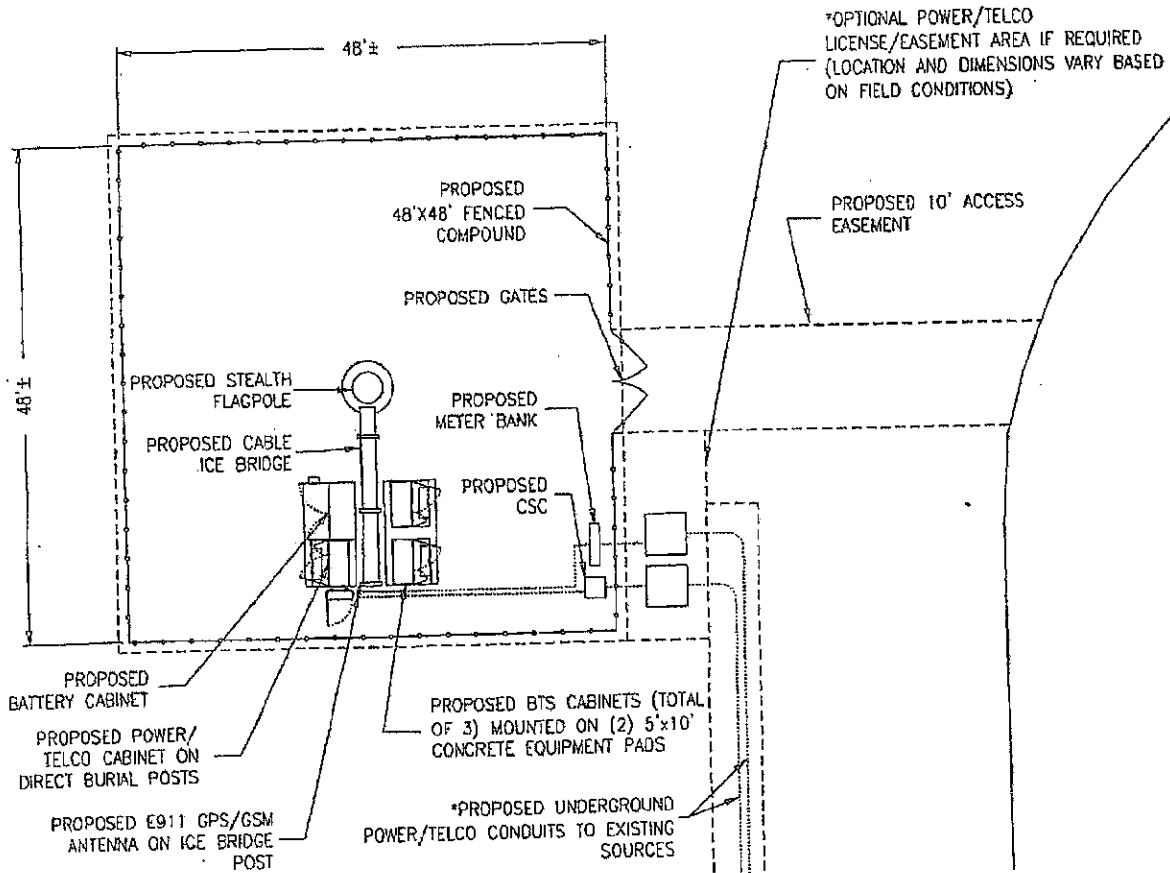
DATE: 7-18-05

DRAWN BY: DJC

SCALE: NTS



ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPPOINT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.



RF APPROVED: _____

ANTENNA AZIMUTHS:
SECTOR A=
SECTOR B=
SECTOR C=

PLAN 

*EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

MSE

SITE NO: CIHA112A SITE NAME: FARMINGTON SOUTHWEST F.D. ADDRESS: 2 WESTWOODS DR. FARMINGTON, CT	OMNIPPOINT COMMUNICATIONS, INC. 100 FILLEY STREET BLOONFIELD, CT 06002	SITE TYPE: FLAGPOLE	DATE: 7-18-05
		DRAWN BY: DJC	SCALE: NTS

OCI

EXHIBIT C

**Memorandum
of
Lease**

Site Name: Farnington SWFD
Site Number: CIHA112A
Market: New England



EXHIBIT B

First Amended and Reinstated Site Lease with Option

Memorandum of Lease Amendment

MEMORANDUM OF LEASE AMENDMENT

Assessor's Parcel Number: _____

A Site Lease with Option dated June 1, 2006 as amended (as so amended, the "Lease") by and between TOWN OF FARMINGTON, a Connecticut municipality (together with its successors and assigns, "Landlord"), and T-MOBILE NORTHEAST LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., (together with its successors and assigns, "Tenant") was made regarding a portion of the following property:

See attached Exhibit A incorporated herein for all purposes

The Lease is for a term that is currently scheduled to expire on January 10, 2038. Tenant shall have the right to extend the Lease for two (2) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum.

LANDLORD:

TOWN OF FARMINGTON

By: Kathleen A Eagen

Print Name: Kathleen A. Eagen

Title: Town Manager

Date: 11-5-13

TENANT:

T-MOBILE NORTHEAST LLC

By: [Signature]

Print Name: David Karpinski

Title: Market Manager

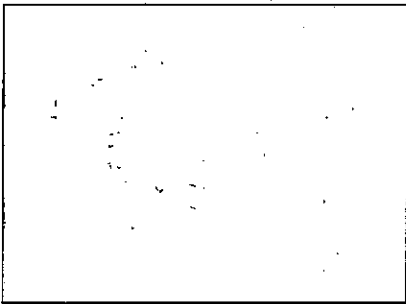
Date: 11-12-13

[Landlord notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF Connecticut)
COUNTY OF Hartford) ss.

This instrument was acknowledged before me by Kathleen A. Egan, the Town Manager of TOWN OF FARMINGTON, a Connecticut municipality, for and on behalf of said entity.

Dated: 11/5/13



(Use this space for notary stamp/seal)

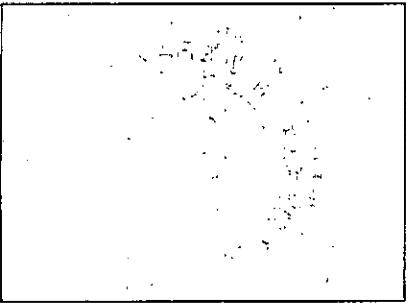
Lee A. Beckwith
Notary Public
Print Name Lee A. Beckwith
My commission expires LEE A. BECKWITH
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2018

[Tenant notary block]

STATE OF Connecticut)
COUNTY OF Hartford) ss. Bloomfield

This instrument was acknowledged before me by David Karpinski, the Market Manager of T-MOBILE NORTHEAST LLC, a Delaware limited liability company, for and on behalf of said entity.

Dated: 11/12/13



(Use this space for notary stamp/seal)

Karen M. Bartholomew
Notary Public
Print Name _____
My commission expires _____

KAREN M. BARTHOLOMEW
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, ~~2009~~
2018

Memorandum of Lease Amendment Exhibit A
Legal Description

Assessor's Parcel Number: _____

The Property is legally described as follows:

The Property is legally described as follows:

Page 3 of 4

Site Number: CTHA112A
Site Name: Farmington SWFD_RL

The property is located in the Town of Farmington, State of Connecticut, and is bounded by the following:

North: _____
South: _____
East: _____
West: _____



12920 SE 38th Street
Bellevue, WA 98006

Via: UPS

June 9, 2017

Town of Farmington
One Monteith Drive
Farmington, CT 06032
Attn: Town Manager

Re: Site Lease With Option dated June 1, 2006, and as may have been amended ("Agreement") between Town of Farmington, a Connecticut municipality and T-Mobile Northeast LLC, a Delaware limited liability company, a successor-in-interest to Omnipoint Communications, Inc., ("T-Mobile"), CTHA112A

To Whom It May Concern:

This letter is notification that the Agreement has been assigned by T-Mobile to SectorSite, LLC. ("Assignee"). Assignee is a company whose primary business is the construction, operation and management of communication towers in the wireless industry. T-Mobile will enter into a contract with Assignee to allow the placement of T-Mobile's antenna facilities at this site.

The effective date of such assignment is June 9, 2017. On and after such date, Assignee will be responsible for all the terms and obligations in the Agreement including any payments required to be made to you under the Agreement.

Assignee will be contacting you in the near future.

If you have any questions for T-Mobile, please send email to buildtosuit@t-mobile.com or contact me at the phone number below.

Sincerely,

Jim Quigg
Manager, Engineering Development
206-779-2941