

# GROUND LEASE WITH OPTION

THIS GROUND LEASE WITH OPTION (this "Lease") is by and between Gary D. Smith, a(n) individual ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation, which is a wholly owned subsidiary of T-Mobile, USA, Inc., ("Tenant").

## 1. Option to Lease.

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

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease provided Tenant notifies Landlord sufficiently in advance of Tenant's entry to permit Landlord reasonable opportunity to have a representative of Landlord present during any and all Tests at the Property. Tenant shall repair any damage to the Property caused by Tenant, its agents, employees, licensees and contractors, during its performance of Tests, and restore the Property to its pre-existing condition. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and Rights of Access 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 232 Shore Rd, Old Lyme, New London County, Connecticut, 06371, comprises approximately 2,400 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"). If Tenant exercises the Option during the first through the fifteenth of the month in which the Option is exercised, the Commencement Date shall occur on the first of that month. In the event Tenant exercises the Option during the sixteenth through the end of the month in which the Option is exercised, the Commencement Date shall occur on the first of the month that immediately follows the month in which the Option is exercised.

3. Renewal. The Tenant shall have the right to extend this Lease for four (4) additional and successive five (5) Year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. As long as the Tenant is not in default in any way with the terms and conditions of this Lease Agreement at the time of renewal then 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 sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

## 4. Rent.

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

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

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

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation,

non-interference). Additionally, Tenant's Antenna Facilities, as hereinafter defined, including installation, maintenance and operation, shall not cause interference which substantially interferes with Landlord's use of the Property as a storage rental business and its use of radio, television, telephone, computers, microwaves, televisions, air conditioners or other similar household or office appliances existing as of the Commencement Date of the Lease and operating according to the manufacturers specifications. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

#### 7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free, pursuant to Paragraph 7(h) herein, 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 Rights of Access (as defined below). However, Landlord shall determine where the Rights of Access will be located and such location will be mutually agreed upon by both parties. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall dismantle and remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease with all personal property and facilities as noted herein removed from Landlord's Property and Landlord's Property restored to original condition, normal wear and tear and casualty excepted.

(b) Tenant, at its expense, may use means of restricting access to the Antenna Facilities with Landlord approval, including, without limitation, the construction of a fence. In the event Tenant or Landlord deems a fence necessary, Tenant shall include the specifics regarding the fence in the final construction drawings for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(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 underground utilities and to improve the present utilities on the Property, at Tenant's sole expense, (including, but not limited to, the installation of emergency power generators within its demised premise as shown in Exhibit B). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service caused by Landlord or Landlord's agents, contractors, employees or other tenants.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant rights of access on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Rights of Access"). The Rights of Access 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, subject to the conditions noted in Paragraph 7(g).

(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. Notwithstanding the above, Landlord shall not guarantee access to Tenant to the Premises in the event of a snow storm or other act of nature that may affect the roadway to the Property, but shall use its best efforts to do so under the circumstances.

(h) Mechanic's Liens. Tenant and Tenant's Subsequent Users will not subject Landlord's interest in the Property to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money will be filed as a result of the act or omission of Tenant or Tenant's Subsequent Users, Tenant will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("Secured") within thirty (30) days after notice from Landlord thereof. If Tenant will fail to cause the lien or encumbrance to be Secured within the thirty (30) day period, then Landlord will be entitled, but not obligated to discharge or bond same. Tenant will indemnify and save Landlord harmless from all liabilities and costs to the extent resulting directly from Tenant's failure to timely secure same.

#### 8. Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

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

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises or if Tenant through no fault of its own is unable to 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. In the event Tenant voluntarily elects not to 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, and thereafter seeks to terminate this Lease, such termination shall be upon thirty (30) days' written notice and payment of liquidated damages in the amount of three (3) months of the then current rent to Landlord;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons provided Tenant pays Landlord liquidated damages in the amount of six (6) months then current Rent;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged through no fault of Tenant so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. If Tenant elects to continue this Lease, then all Rent shall continue without abatement and Tenant shall be permitted to operate a Cell On Wheels on the Property until the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction. If the Premises or the Antenna Facilities are destroyed or damaged as a result of the Landlord's negligence, Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) if 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, this Lease shall terminate when Tenant is required to vacate the premises. 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.

(f) Yield Up. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in its original condition within 90 days, normal wear and tear and casualty excepted. Moreover, Tenant will, at the expiration of the Lease term or earlier termination of this Lease, remove from the property within 90 days all trade fixtures and personal property installed by Tenant and such other installations made by Tenant as Landlord may request, repair any damage directly caused by such removal, remove all Tenant's signs wherever located, surrender all keys to the premises and yield up the Premises, leaving the premises in clean condition and in good order and repair. If such time for removal causes Tenant to remain on the Property after termination of this Lease, Tenant shall pay rent at the then existing monthly rate until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Moreover, any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. Tenant shall further indemnify Landlord against all loss, cost and damage directly resulting from Tenant's failure and delay in surrendering the Premises as above provided, unless said damage is a result of Landlord's negligence or willful misconduct. The obligations of Tenant under the provisions of this paragraph shall survive the termination of this Lease.

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.

Tenant will pay on demand Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Tenant under this Lease or curing any defaults by Tenant under this Lease, provided Landlord provides Tenant with documentation evidencing such costs.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. 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. In the event the Tenant fails to pay any such real property taxes or other fees and assessments, Landlord shall have the right, but not the obligation, to pay such owed amounts and charge the Tenant, including a 15% fee. 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.

#### 11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts for combined single limit for Bodily Injury/Death and Property Damage: One Million and no/100 Dollars (\$1,000,000.00) per person ; One Million and no/100 Dollars (\$1,000,000.00) property damage; and Two Million and no/100 Dollars (\$2,000,000.00) combined aggregate per year. The combined single limit (or per occurrence limit) may be accomplished through a combination of primary and umbrella or excess insurance policies Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord to be named as an additional insured on the policy.

Tenant shall carry such insurance on its fixtures and equipment as it shall desire.

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

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

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

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

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

If to Tenant, to:

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

With a copy to:

Attn: Legal Dept.

And with a copy to:

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

With a copy to:

Attn: Legal Dept.

If to Landlord, to:

Gary D. Smith  
P.O. Box 833  
Old Lyme, Connecticut 06371

And with a copy to:

Send Rent payments to:

Gary D. Smith  
P.O. Box 833  
Old Lyme, Connecticut 06371

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord, to the best of his knowledge and belief at the time of signing this Lease, covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period. It is agreed that no warranties or representations, either expressed or implied in law or in fact, have been made by Landlord. As long as Tenant is not in default, Tenant shall have right to occupancy and quiet enjoyment of the Premises.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this

section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Rights of Access (as defined above), upon written notice to Landlord, to any person or business entity which: (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; and/or (v) any entity or company whose primary business function is the management or operation of wireless communications real estate or leases. 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 otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

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

Landlord shall have the right to assign or otherwise transfer this Lease and the Rights of Access granted herein, upon written notice to Tenant except for the following: any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant, which consent shall not be unreasonably withheld. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties and shall execute whatever instruments may reasonably be required to evidence a subordination. Furthermore, Tenant agrees to give to any mortgagee requesting it, notice of any act or omission of landlord alleged by Tenant and such mortgagee, at its option, shall have a reasonable time after notice to cure such act or omission (taking into account the nature of the alleged act or omission).

16. Successors and Assigns. This Lease and the Rights of Access 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, except that only the original Landlord named herein and each successive owner of the premises shall be liable only for the obligations arising during the period of its ownership. In addition, Tenant specifically agrees to look first to applicable Insurance proceeds, then solely to the value of Landlord's interest in the Property including proceeds from any sale or transfer of the Property, for recovery of any judgment against Landlord.

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

18. Miscellaneous.

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

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

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant. Tenant shall provide Landlord a fully executed Release of Memorandum to be held by Landlord's attorney in escrow which shall not be released for recording unless and until (a) this Lease is mutually terminated; (b) expires pursuant to its terms and conditions; or (c) is deemed terminated pursuant to an unappealing judicial ruling, which escrow terms are more fully detailed in the Escrow Agreement ("Escrow") executed between the parties in substantially the form attached hereto as Exhibit D. Tenant shall provide Landlord notice when the Release of Memorandum shall be recorded; however, if any of the instances described in this Subparagraph 18(c) occurs, Landlord may record the Release whether notification is received from Tenant or not.

(d) This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgage, provided mortgagee agrees to recognize Tenant's rights under this Lease. In turn, 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 at Tenant's expense.

(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 be interpreted 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, B and C 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, B, C and/or D, as the case may be, may be replaced by Tenant or Landlord with such final, more complete exhibit(s).

(k) Both parties warrant that each has had no dealings with any broker or agent in connection with this Lease and covenants to defend the other party, hold harmless and indemnify the other party from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to the other party's dealings in connection with this Lease or the negotiation thereof.

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

LANDLORD: Gary D. Smith  
By: [Signature]  
Printed Name: GARY D. SMITH  
Title: OWNER  
Date: 3-20-09

TENANT: Omnipoint Communications, Inc.  
By: [Signature]  
Printed Name: Anne Patrick  
Title: Area Director  
Date: 03/17/09

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| <b>Scott W. DuBuke</b><br><b>Director, Engineering &amp; Operations</b> |
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T-Mobile Legal Approval

EXHIBIT A

ALL THAT CERTAIN piece or parcel of land, together with all improvements thereon, located in the Town of Old Lyme, County of New London, and State of Connecticut, known as 232 Shore Road and shown as "Lot 2 Area = 5.01 Ac." on a certain map entitled, "RECORD SUBDIVISION PLAN SOUTH SHORE LANDING 230 SHORE ROAD OLD LYME, CONNECTICUT 06371 for GARY D. SMITH P.O. BOX 833 OLD LYME, CONNECTICUT 06371 DATED 09/05/2000 Rev. 9/11/00 Rev. 09/13/00 Rev. 10/06/00 Rev. 10/18/00 DRAWN/CHECKED AC/GDS" prepared by Gary D. Smith, P.E. Consulting Civil Engineer P.O. Box 833 Old Lyme, CT 06371 860-434-3136, which map is on file on the land records of the Town of Old Lyme, said premises being more particularly bounded and described as follows:

- SOUTHERLY: by Shore Road Conn. Route #156, as shown on said map, 91.17 feet;
- EASTERLY: by land now or formerly of Louise M. Sapia, as shown on said map, 104.12 feet;
- NORTHERLY: by land now or formerly of Mario Sapia, Jr., as shown on said map, 10.51 feet;
- EASTERLY AGAIN: by land now or formerly of Mario Sapia, Jr. and now or formerly of John R. Choolgian, in part by each, as shown on said map, 589.21 feet;
- NORTHERLY AGAIN: by land now or formerly of the N.Y., N.H. and Hartford Railroad Co., as shown on said map, 501.00 feet;
- WESTERLY: by land now or formerly of H. Perry, Jr. & Adeline P. Garvin, as shown on said map, 621.40 feet;
- SOUTHERLY AGAIN: by Lot No. 1, as shown on said map, 466.46 feet;
- SOUTHWESTERLY: by Lot No. 1, as shown on said map, 31.58 feet;
- WESTERLY AGAIN: by Lot No. 1, as shown on said map, 388.85 feet;
- NORTHWESTERLY: by Lot No. 1, as shown on said map, 38.57 feet.

TOGETHER WITH easement rights as more fully set forth in a Declaration of Cross Easements dated May 9, 2001 and recorded in Volume 270 at Page 499 of the Old Lyme Land Records.

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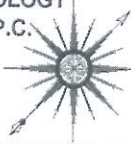
**EXHIBIT B**

**SEE ATTACHED.**



**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**

3 SADDLEBROOK DRIVE  
KILLINGWORTH, CT. 06419  
PHONE: (860)-663-1697  
FAX: (860)-663-0935  
www.allpointstech.com



**APT FILING NUMBER: CT-255T-330**

LE-1

SCALE: AS NOTED

DRAWN BY: AAJ

DATE: 10/29/08

CHECKED BY: SMC



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

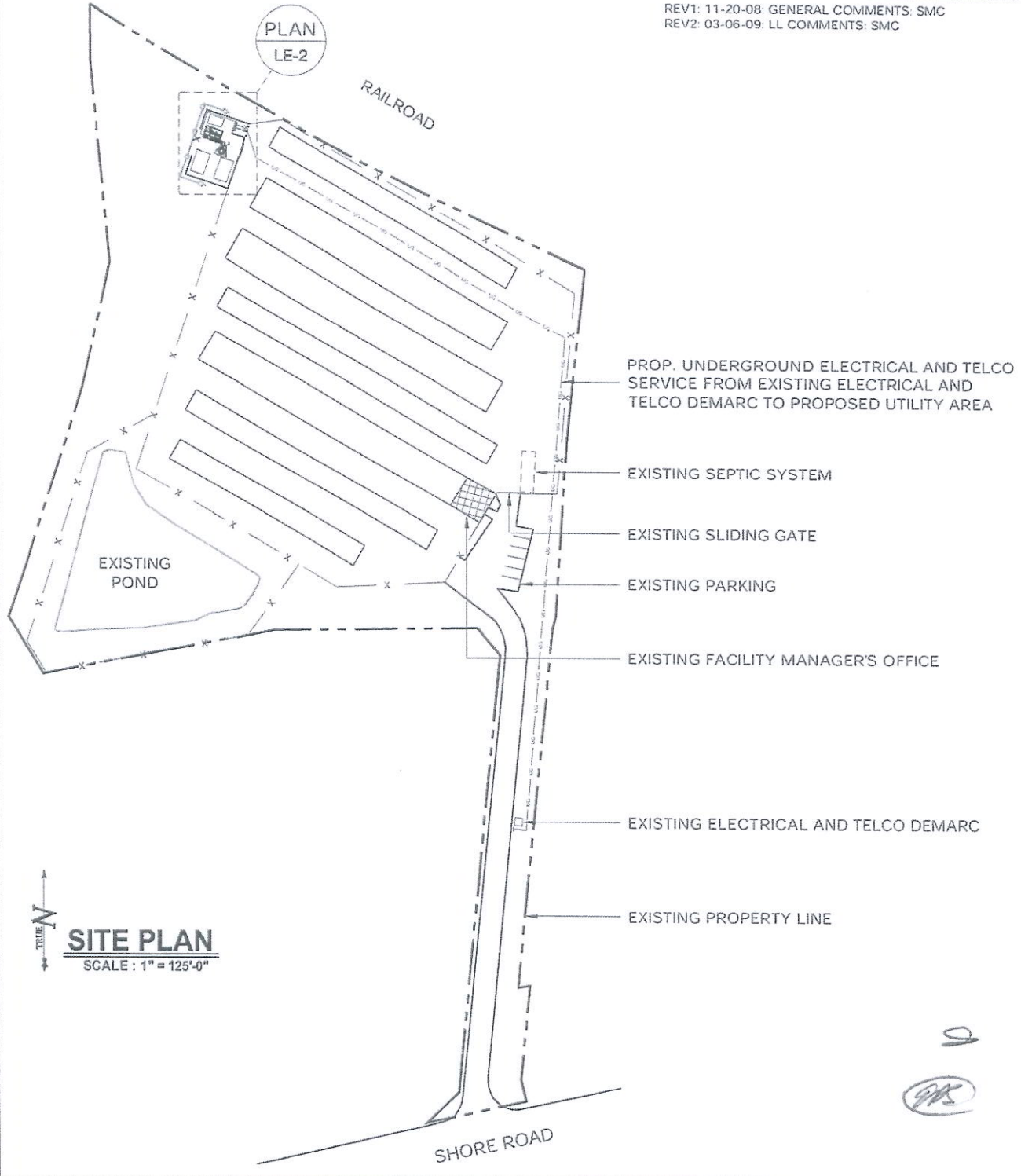
**T-MOBILE SITE NUMBER**  
CTNL803

SOUTH SHORE LANDING  
232 SHORE ROAD  
OLD LYME, CT 06371-2086

**NOTE:**

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

REV1: 11-20-08: GENERAL COMMENTS: SMC  
REV2: 03-06-09: LL COMMENTS: SMC



**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**

3 SADDLEBROOK DRIVE  
KILLINGWORTH, CT. 06419  
PHONE: (860)-663-1697  
FAX: (860)-663-0935  
www.allpointstech.com



**APT FILING NUMBER: CT-255T-330**

LE-2

SCALE: AS NOTED

DRAWN BY: AAJ

DATE: 10/29/08

CHECKED BY: SMC



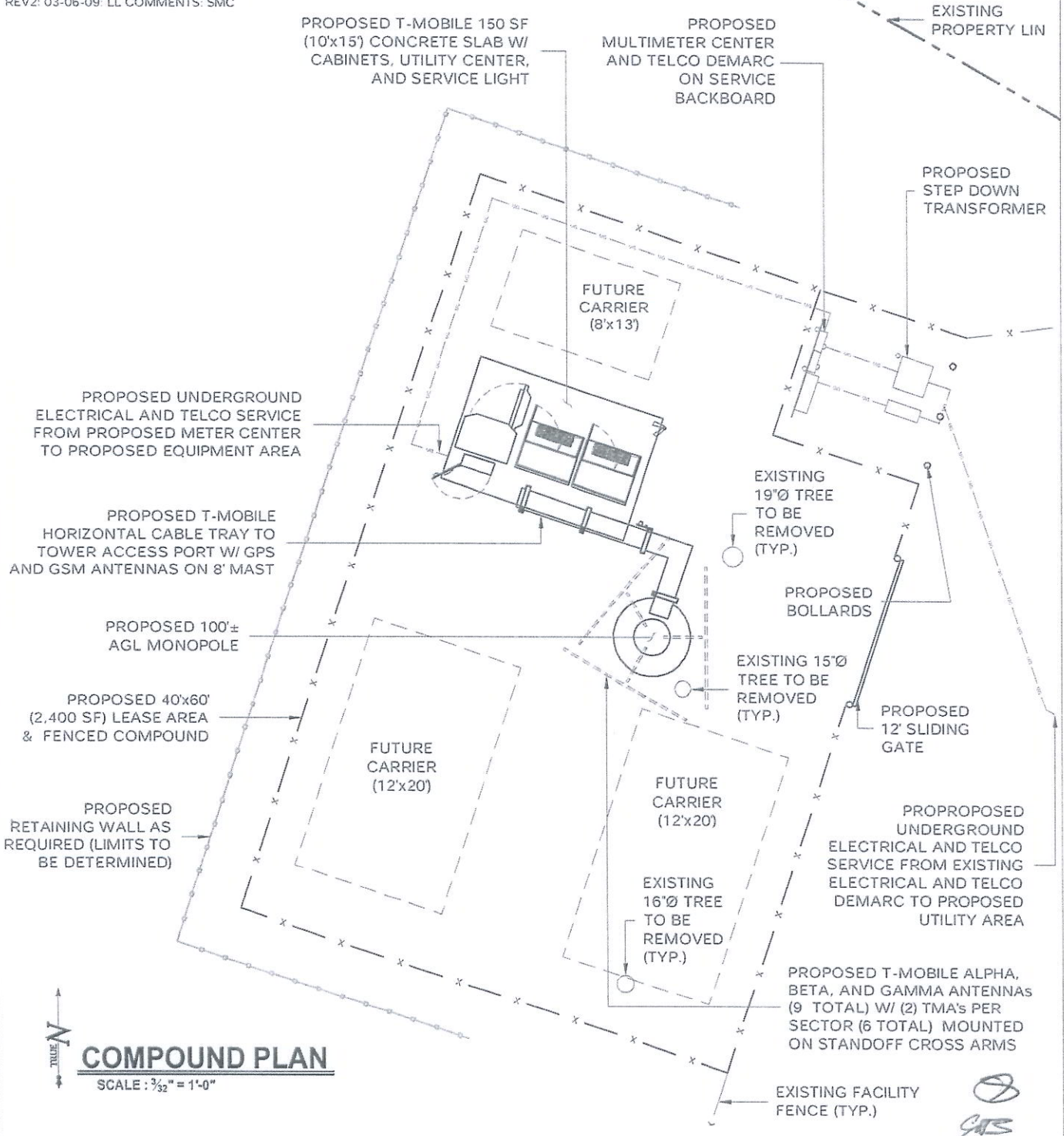
35 GRIFFIN ROAD  
BLOOMFIELD, CT 06002  
OFFICE: (860)-692-7100

**T-MOBILE SITE NUMBER  
CTNL803**

SOUTH SHORE LANDING  
232 SHORE ROAD  
OLD LYME, CT 06371-2086

**NOTE:**  
PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPPOINT 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. OMNIPPOINT COMMUNICATIONS INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.  
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REV1: 11-20-08: GENERAL COMMENTS. SMC  
REV2: 03-06-09: LL COMMENTS. SMC



**COMPOUND PLAN**

SCALE: 3/32" = 1'-0"

*Handwritten signature/initials.*

**ALL-POINTS TECHNOLOGY CORPORATION, P.C.**

3 SADDLEBROOK DRIVE  
KILLINGWORTH, CT. 06419  
PHONE: (860)-663-1697  
FAX: (860)-663-0935  
www.allpointstech.com



**APT FILING NUMBER: CT-255T-330**

LE-3

SCALE: AS NOTED

DRAWN BY: AAJ

DATE: 10/29/08

CHECKED BY: SMC



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

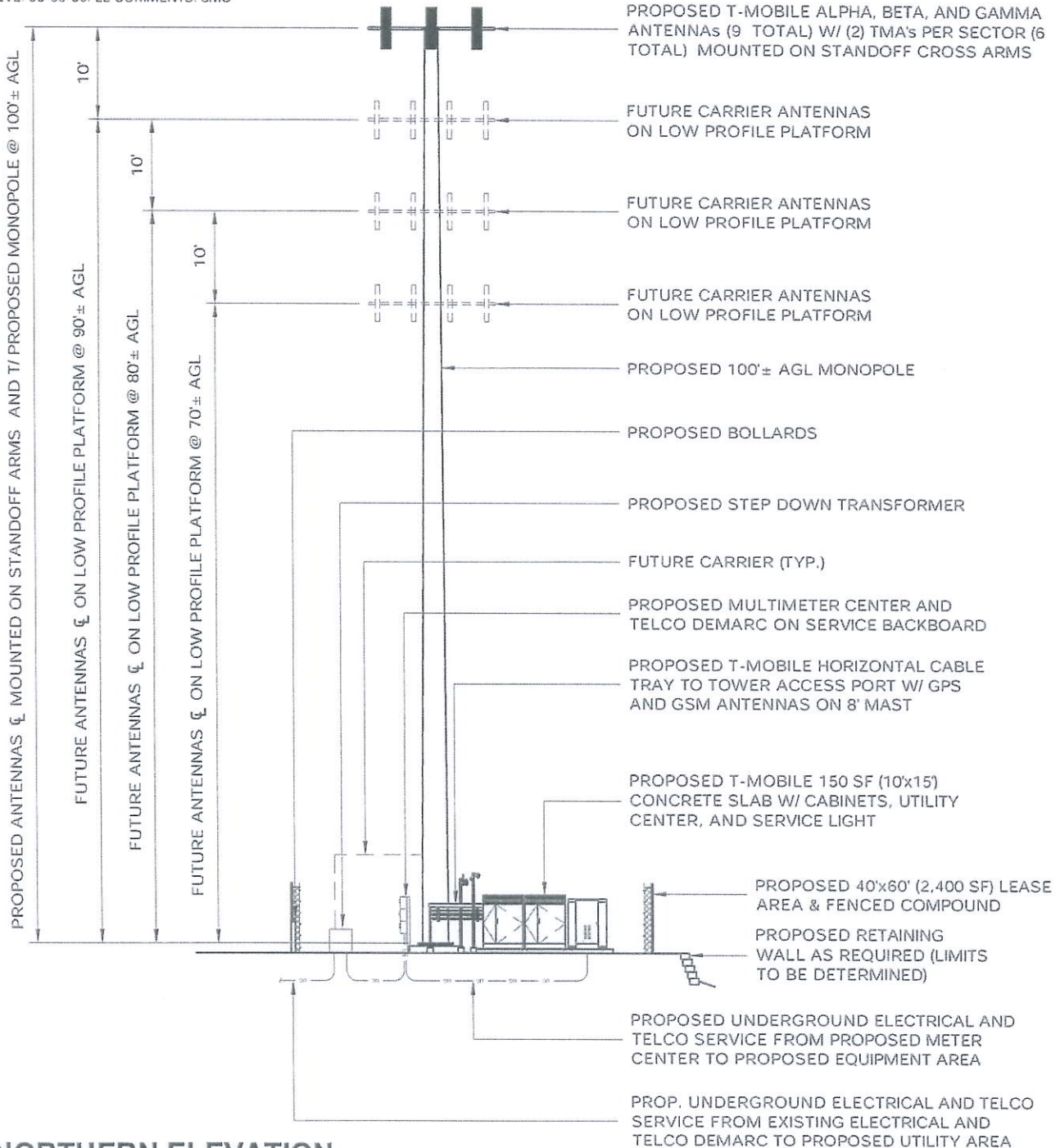
**T-MOBILE SITE NUMBER  
CTNL803**

SOUTH SHORE LANDING  
232 SHORE ROAD  
OLD LYME, CT 06371-2086

**NOTE:**

PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPPOINT 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. OMNIPPOINT COMMUNICATIONS INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS. ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPPOINT COMMUNICATIONS INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES AND APPLICABLE EASEMENTS ARE SUBJECT TO APPROVAL AS PER UTILITY COMPANIES DIRECTION.

REV1: 11-20-08: GENERAL COMMENTS: SMC  
REV2: 03-06-09: LL COMMENTS: SMC



**NORTHERN ELEVATION**

SCALE: 1/16" = 1'-0"

*Handwritten signature and initials*  
OCI

EXHIBIT C

**Memorandum  
of  
Lease**

**MEMORANDUM OF LEASE**

Assessor's Parcel Number: Map: 36 Lot 3

Between Gary D. Smith ("Landlord") and Omnipoint Communications, Inc. ("Tenant")

**NAME AND ADDRESS OF LANDLORD:** Gary D. Smith  
P.O. Box 833  
Old Lyme, Connecticut 06371

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

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

**GROUND LEASE WITH OPTION:** A Ground Lease with Option (the "Lease") by and between Gary D. Smith, a(n) Individual, ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the property described below (the "Leased Premises").

**DESCRIPTION OF LEASED PREMISIES:** The Leased Premises consists of a portion of the property (the "Property") known by the street address at 232 Shore Rd, Old Lyme, New London County, Connecticut, 06371, which is sufficient for the placement of Antenna Facilities together with Rights of Access for access and utilities. A metes and bounds description of the Property is incorporated herein as Exhibit "A."

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

**OPTION TO EXTEND:** Tenant has an option to extend the term of the Lease for four (4) successive periods of five (5) years [each]. This Lease shall automatically renew for each successive Renewal Term, unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

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

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

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

**LANDLORD:** Gary D. Smith

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

**TENANT:** Omnipoint Communications, Inc.

By: \_\_\_\_\_  
Printed Name: Anne Patrick  
Title: Area Director  
Date: \_\_\_\_\_

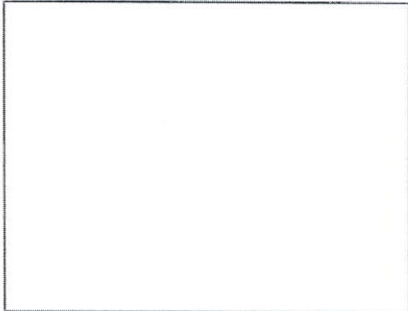
[Notary block for Landlord]

[Landlord Notary block for an Individual]

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

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



(Use this space for notary stamp/seal)

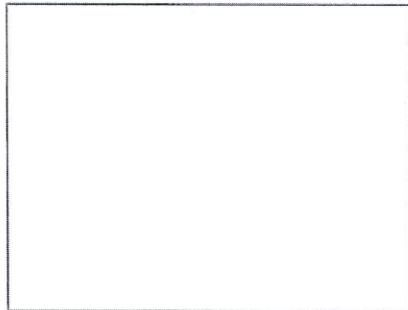
\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

[Notary block for Tenant]

STATE OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF BRISTOL )

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

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



(Use this space for notary stamp/seal)

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

**Memorandum of Lease Exhibit A  
Legal Description**

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

ALL THAT CERTAIN piece or parcel of land, together with all improvements thereon, located in the Town of Old Lyme, County of New London, and State of Connecticut, known as 232 Shore Road and shown as "Lot 2 Area = 5.01 Ac." on a certain map entitled, "RECORD SUBDIVISION PLAN SOUTH SHORE LANDING 230 SHORE ROAD OLD LYME, CONNECTICUT 06371 for GARY D. SMITH P.O. BOX 833 OLD LYME, CONNECTICUT 06371 DATED 09/05/2000 Rev. 9/11/00 Rev. 09/13/00 Rev. 10/06/00 Rev. 10/18/00 DRAWN/CHECKED AC/GDS" prepared by Gary D. Smith, P.E. Consulting Civil Engineer P.O. Box 833 Old Lyme, CT 06371 860-434-3136, which map is on file on the land records of the Town of Old Lyme, said premises being more particularly bounded and described as follows:

SOUTHERLY: by Shore Road Conn. Route #156, as shown on said map, 91.17 feet;

EASTERLY: by land now or formerly of Louise M. Sapia, as shown on said map, 104.12 feet;

NORTHERLY: by land now or formerly of Mario Sapia, Jr., as shown on said map, 10.51 feet;

EASTERLY AGAIN: by land now or formerly of Mario Sapia, Jr. and now or formerly of John R. Choolgian, in part by each, as shown on said map, 589.21 feet;

NORTHERLY AGAIN: by land now or formerly of the N.Y., N.H. and Hartford Railroad Co., as shown on said map, 501.00 feet;

WESTERLY: by land now or formerly of H. Perry, Jr. & Adelane P. Garvin, as shown on said map, 621.40 feet;

SOUTHERLY AGAIN: by Lot No. 1, as shown on said map, 466.46 feet;

SOUTHWESTERLY: by Lot No. 1, as shown on said map, 31.58 feet;

WESTERLY AGAIN: by Lot No. 1, as shown on said map, 388.85 feet;

NORTHWESTERLY: by Lot No. 1, as shown on said map, 38.57 feet.

TOGETHER WITH easement rights as more fully set forth in a Declaration of Cross Easements dated May 9, 2001 and recorded in Volume 270 at Page 499 of the Old Lyme Land Records.

TOGETHER WITH rights reserved in a deed dated May 9, 2001 and recorded in Volume 270 at Page 543 of the Old Lyme Land Records.

**EXHIBIT D**  
**ESCROW AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Gary D. Smith** having an address at P.O. Box 833 Old Lyme, Connecticut 06371 (the "Landlord"); and **Omnipoint Communications, Inc.**, a Delaware corporation, having an office at 4 Sylvan Way, Parsippany, New Jersey 07054 (the "Tenant");

**WITNESSETH :**

WHEREAS, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties entered into a certain Ground Lease with Option agreement (the "Lease") regarding a portion of certain land situate in the Town of Old Lyme, County of New London, State of Connecticut, which portion was leased to the Tenant by said Lease.

WHEREAS, the Lease provides for cancellation thereof by each of the parties thereto under certain terms and conditions therein specified; and

WHEREAS, the Lease provides for termination thereof as the result of the natural expiration of the lease pursuant to its terms; and

WHEREAS, the Lease provides for termination thereof upon receipt of a final unappealable judgment from a court of law determining that the underlying agreement is terminated; and

WHEREAS, with respect to the Lease, a memorandum of lease (the "Memorandum") was recorded in the office of the Clerk of the County of New London on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Liber \_\_\_\_\_ of Deeds at page \_\_\_\_\_; and

WHEREAS, pursuant to the provisions of the Lease, one or both of the parties has exercised its right to terminate the Lease by one of the reasons set forth herein; and

WHEREAS, the Landlord and Tenant now regard the Lease as canceled and having no further force or effect;

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) to each of the parties in hand paid, the receipt of which is hereby acknowledged, the parties agree as follows:

- i) The Lease is hereby canceled and terminated.
- ii) Either party may submit an executed counterpart of this agreement to the Town of Old Lyme Land Records for recording so as to effectively cancel the Memorandum heretofore recorded in that office in Liber \_\_\_\_\_ of Deeds at page \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD: Gary D. Smith

TENANT: Omnipoint Communications, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_