

GROUND LEASE WITH OPTION

THIS GROUND LEASE WITH OPTION (this "Lease") is by and between 15 Orchard Park Road, LLC a Connecticut limited liability company ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant").

1. Option to Lease.

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

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to reasonably cooperate at Tenant's expense 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 reasonably cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease during normal business hours. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property reasonably sufficient for placement of the Antenna Facilities (as defined below), together with reasonably 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 15 Orchard Park Road, Madison, ^{Newtown} ~~Hitchcock~~ County, Connecticut 06443, comprises approximately 1,800 square feet.

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

3. Renewal. Tenant shall have the right to extend this Lease for four (4) additional and successive four-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

4. Rent and Security Deposit.

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

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

(c) Within twenty (20) days following the Commencement Date, the Tenant will deposit with the Landlord the sum of \$3,600.00 to be applied as a security deposit for the faithful performance by the Tenant of all the terms and conditions of the Lease. The security deposit shall not be used to pay any rent. If the Tenant fails to pay rent or other charges hereunder when due or otherwise defaults with respect to any provision of the Lease, the Landlord may use, apply or retain all or any portion of said deposit for the payment of any such rent or other charge or for the payment of any other sum to which the Landlord may be or become entitled by reason of the Tenant's default or to compensate the Landlord for any loss or damage which the Landlord may suffer thereby. If the Tenant faithfully performs all of its obligations hereunder, said deposit or so much thereof as has not theretofore been applied by the Landlord towards default by the Tenant shall be returned without payment of interest to the Tenant after the Tenant has vacated the Premises as a result of the termination of the Agreement or upon the expiration of the Initial Term or any subsequent Renewal Term hereof and after the Landlord has a reasonable amount of time to inspect the Premises for damage.

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). 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 reasonably 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 reasonably alter, replace, 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 unreasonably interfere with any aspects of construction nor unreasonably attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Rights of Access. Notwithstanding the foregoing, Landlord and Tenant shall mutually determine where the Rights of Access will be located. 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 in accordance with applicable laws. The Landlord shall approve final construction drawings, which approval shall not be unreasonably withheld, conditioned, denied, or delayed. Landlord shall signify approval by signing off on the final construction drawings and shall signify disapproval by sending Tenant written notice of such disapproval. Any notice of such disapproval must state with specificity the reasons for Landlord's objections and what Tenant must do to make the drawings approvable by Landlord. Landlord further agrees to cooperate with Tenant so that Tenant can modify the final construction drawings for Landlord's reasonable approval as provided above. Landlord shall have ten (10) days from the date of receipt of final construction drawings or any modified final construction drawings to approve or disapprove of the same or the final construction drawings shall be deemed approved.

(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 not caused by an act or omission of Tenant excepted. Notwithstanding the above, Tenant shall be responsible for any damage to the Property that is directly attributable to Tenant and/or the Antenna Facilities and shall immediately notify Landlord if such damage occurs. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

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

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant 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. Rights of Access locations shall be set forth in the final construction drawings, which shall be subject to Landlord's approval as set forth in Paragraph 7(a) herein.

(f) Tenant shall have access to the Premises ("Access") during normal business hours, Monday through Friday, except holidays, during the Initial Term of this Lease and any Renewal Term at no charge to Tenant. In the event Tenant requires access to the Premises outside of normal business hours, Tenant shall provide Landlord with at least twenty four (24) hours prior notice. However, Tenant shall have access to the Premises 24-hours-a-day, 7-days-a-week for the purpose of addressing an emergency ("Emergency Access") or service interruption, as determined in Tenant's sole discretion. Within thirty (30) days following Landlord's receipt of notice of Lease commencement, Landlord, shall provide Tenant with both keys or codes and telephone numbers for Emergency Access. Tenant shall provide Landlord with notice of its Emergency Access as soon thereafter as practicable.

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

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

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

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

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons provided Tenant pays Landlord liquidated damages in an amount equal to nine (9) months Rent, at the then current rate;

(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. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall 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;

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

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

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

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of Five Million and no/100 Dollars (\$5,000,000.00) per occurrence and Five Million and no/100 Dollars (\$5,000,000.00) aggregate, which 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.

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

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

giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

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

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

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

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th 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:
15 Orchard Park Road, LLC
7 Orchard Park Road
Madison, CT 06443

And with a copy to:

Send Rent payments to:
15 Orchard Park Road, LLC
7 Orchard Park Road
Madison, CT 06443

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

14. Environmental Laws. Landlord represents that it has no actual 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. 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) 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. 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 may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

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

16. Successors and Assigns. This Lease and the 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.

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 reasonably cooperate, at expense of Tenant, with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

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

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

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

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

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

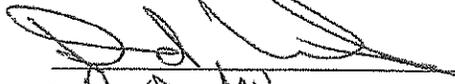
(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

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

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

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

LANDLORD: 15 Orchard Park Road, LLC

By: 

Printed Name: David Milano

Title: Manager of Sole Member

Date: 2-27-09

TENANT: Omnipoint Communications, Inc.

By: 

Printed Name: ANNE PATRICK

Title: AREA DIRECTOR

Date: 2/9/09

T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

FIRST PIECE

ALL THAT CERTAIN piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Madison, County of New Haven, and State of Connecticut, and shown as Lot #3 on a map entitled, "Line Revision Lot 3 – Orchard Park & Other Land of Milano Scale 1"=50' March 7, 1983, by Eric G. Anderson", which map is on file in the Madison Town Clerk's Office, said parcel being bounded and described as follows:

WESTERLY and
NORTHERLY: by Orchard Park Road, by a curved line, as shown on said map, 51.57 feet;

SOUTHWESTERLY: by "Other Land of Milano", as shown on said map, 52.58 feet;

SOUTHERLY: by "Other Land of Milano", by a bent line, as shown on said map, 485.30 feet;

EASTERLY: by land now or formerly of Birnbaum, in part, and by land now or formerly of Goddard, in part, as shown on said map, in all, 400.54 feet;

NORTHERLY: by land now or formerly of Penn Central R.R., as shown on said map, 22.76 feet;

NORTHERLY AGAIN: by land now or formerly of Penn Central R.R., by a curved line, as shown on said map, 192.31 feet;

WESTERLY AGAIN: by Lot #2, as shown on said map, 319.33 feet; and

NORTHERLY AGAIN: by Lot #2, as shown on said map, 274.00 feet.

Reference is herein made to a map entitled, "Final Plan Orchard Park, Madison, Connecticut Scale 1"=50' dated July 30, 1979 Drainage added 7-31-79 Tests added 8-8-79 Rev. 8-16-79 Rev. 9-18-79, Road Name Revised 8-5-80" Survey and map by Eric G. Anderson L.S. 7018, which map is on file in the Madison Town Clerk's Office.

TOGETHER WITH the terms and provisions of an Easement to The Connecticut Light and Power Company dated June 10, 1983 and recorded in Volume 214 at Page 881 of the Madison Land Records.

SECOND PIECE

ALL THAT CERTAIN piece or parcel of land situated in the Town of Madison, County of New Haven, and State of Connecticut, as shown on a map entitled, "Property Survey Property to be Annexed to Lot 3 – 'Orchard Park' East of Orchard Park Road Madison, Conn.", Scale 1"=20' January 24, 2002 Survey by Anderson Engineering & Surveying Associates 1054 Boston Post Road Guilford, Conn. 06437, said parcel being bounded and described as follows:

WESTERLY: by Lot 3 – 'Orchard Park', as shown on said map, 271.46 feet;

NORTHERLY: by land now or formerly of Louise A. Goddard, et als., by a bent line, as shown on said map, 170.73 feet;

EASTERLY: by other land of David C. Ward & Patricia Bray-Ward, as shown on said map, 244.24 feet;

SOUTHERLY: by other land of David C. Ward & Patricia Bray-Ward, as shown on said map, 160.52 feet.

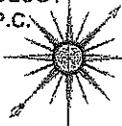
EXHIBIT B

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

SEE ATTACHED.

ALL-POINTS TECHNOLOGY CORPORATION, P.C.

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



APT FILING NUMBER: CT-255T-340

LE-1

SCALE: AS NOTED

DRAWN BY: AAJ

DATE: 10/31/08

CHECKED BY: SMC

T-Mobile

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

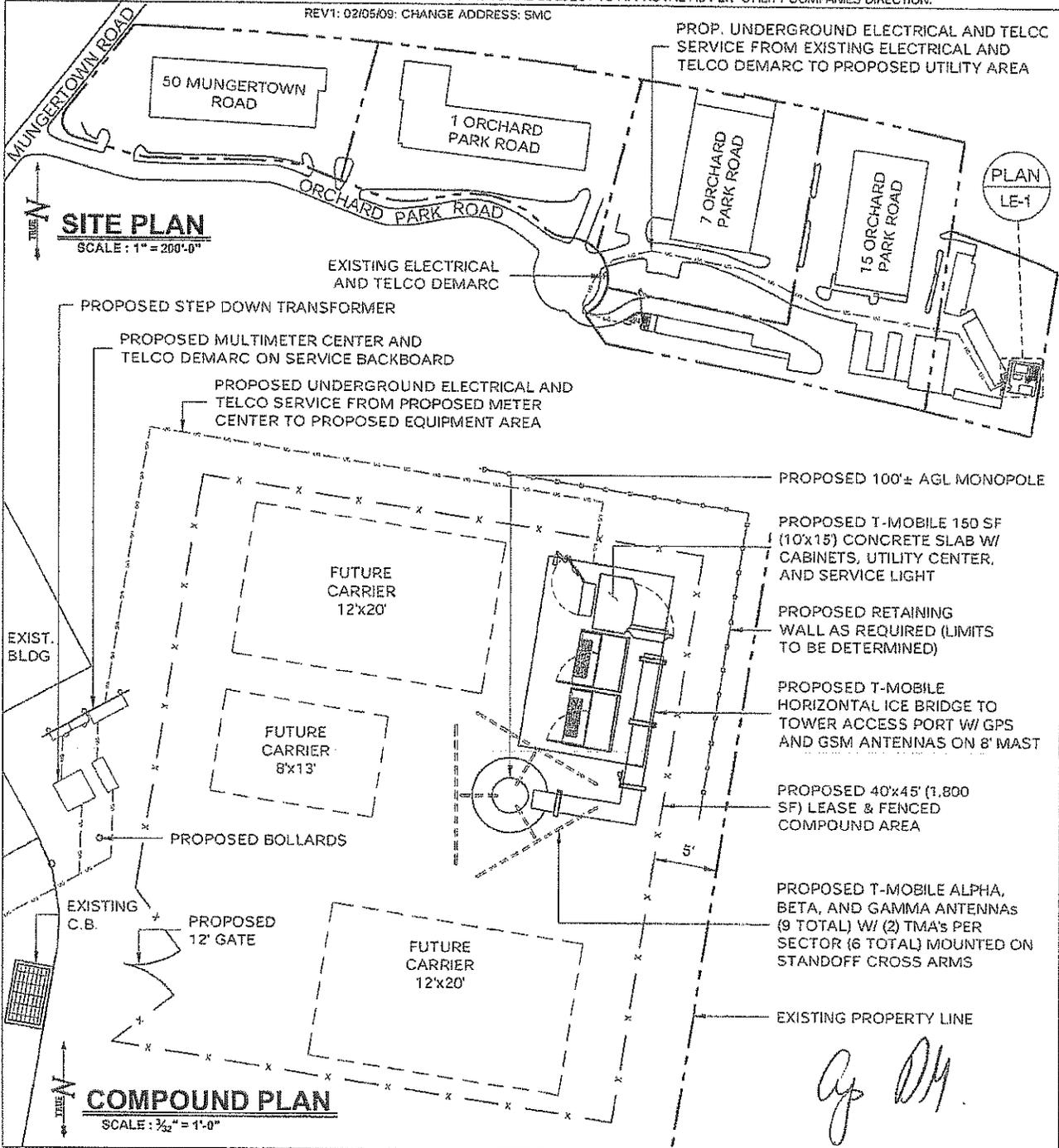
T-MOBILE SITE NUMBER
CTNH808A

AMTRAK MADISON
15 ORCHARD PARK ROAD
MADISON, CT 06443-2273

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: 02/05/09: CHANGE ADDRESS: SMC

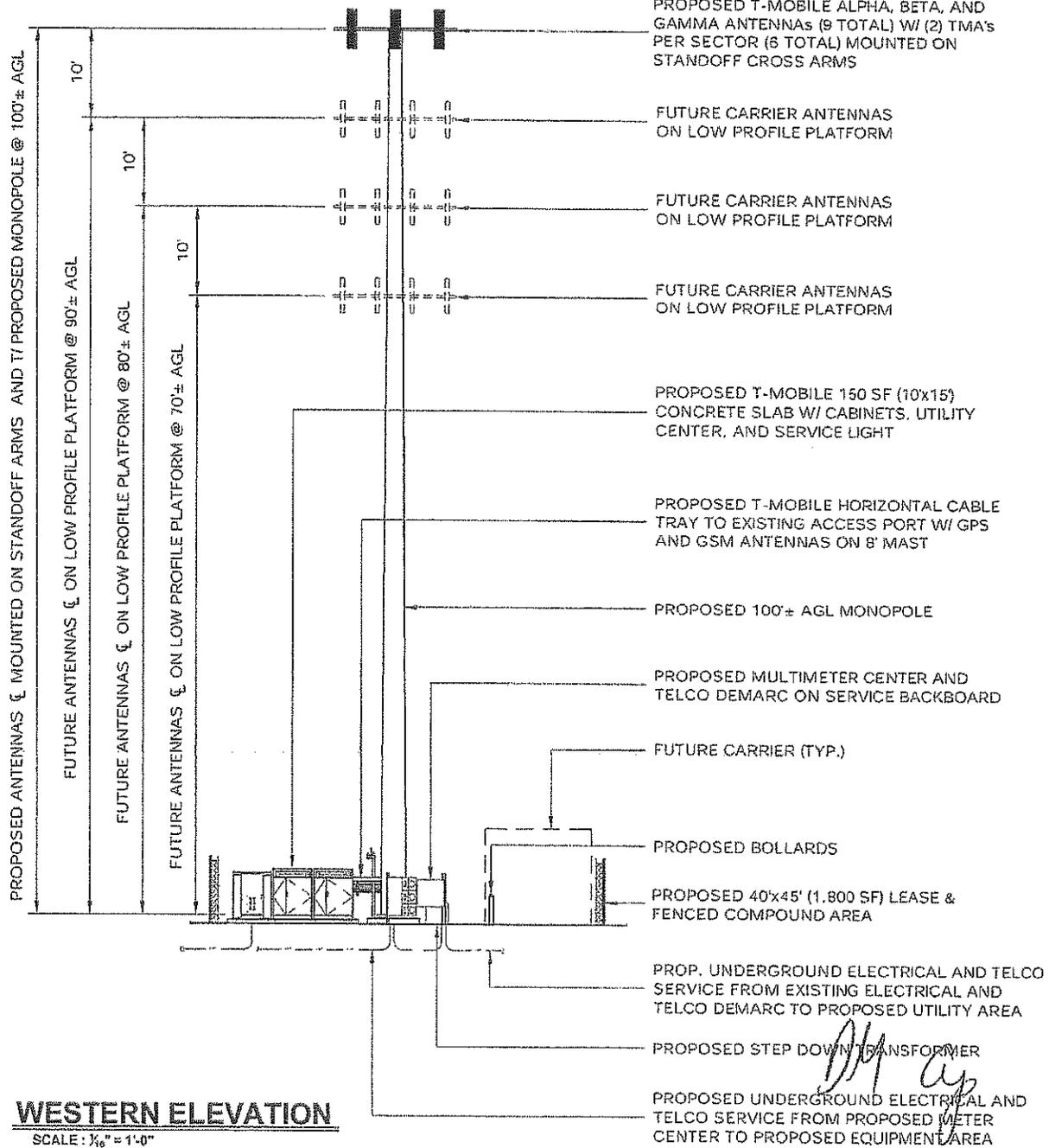


Ap DM

ALL-POINTS TECHNOLOGY CORPORATION, P.C. 3 SADDLEBROOK DRIVE KILLINGWORTH, CT. 06419 PHONE: (860)-853-1697 FAX: (860)-853-0935 www.allpointstech.com	APT FILING NUMBER: CT-255T-340		T-Mobile	T-MOBILE SITE NUMBER CTNH808A
	LE-2			AMTRAK MADISON 15 ORCHARD PARK ROAD MADISON, CT 06443-2273
	SCALE: AS NOTED	DRAWN BY: AAJ	35 GRIFFIN ROAD BLOOMFIELD, CT 06002 OFFICE: (860)-692-7100	
DATE: 10/31/08	CHECKED BY: SMC			

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: 02/05/09: CHANGE ADDRESS: SMC



WESTERN ELEVATION

SCALE: 1/8" = 1'-0"

EXHIBIT C

**Memorandum
of
Lease**

MEMORANDUM OF LEASE

Assessor's Parcel Number: Map:36 Lot 3

Between 15 Orchard Park Road, LLC ("Landlord") and Omnipoint Communications, Inc. ("Tenant")

NAME AND ADDRESS OF LANDLORD: 15 Orchard Park Road, LLC
7 Orchard Park Road
Madison, CT 06443

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

LEASE DATE OF EXECTUION: _____

GROUND LEASE WITH OPTION: A Ground Lease with Option (the "Lease") by and between 15 Orchard Park Road LLC, a Connecticut limited liability company ("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 15 Orchard Park Rd., Town of Madison, County of New Haven, State of Connecticut, 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 four (4) 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. Fro 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: 15 Orchard Park Road, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: Omnipoint Communications, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____



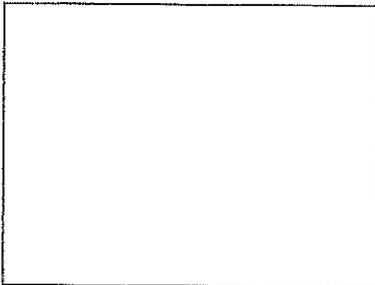
[Notary block for Landlord]

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

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title]
_____ of _____ a _____ [type of entity], on
behalf of said _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

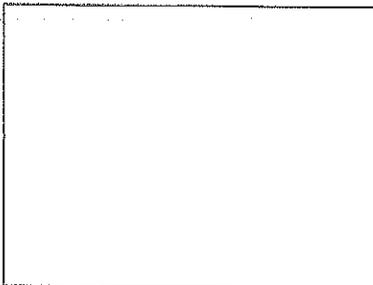
Notary Public
Print Name _____
My commission expires _____

[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 he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of Omnipoint Communications, Inc., a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

**Memorandum of Lease Exhibit A
Legal Description**

The Property is legally described as follows:

FIRST PIECE

ALL THAT CERTAIN piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Madison, County of New Haven, and State of Connecticut, and shown as Lot #3 on a map entitled, "Line Revision Lot 3 -- Orchard Park & Other Land of Milano Scale 1"=50' March 7, 1983, by Eric G. Anderson", which map is on file in the Madison Town Clerk's Office, said parcel being bounded and described as follows:

WESTERLY and
NORTHERLY: by Orchard Park Road, by a curved line, as shown on said map, 51.57 feet;

SOUTHWESTERLY: by "Other Land of Milano", as shown on said map, 52.58 feet;

SOUTHERLY: by "Other Land of Milano", by a bent line, as shown on said map, 485.30 feet;

EASTERLY: by land now or formerly of Birnbaum, in part, and by land now or formerly of Goddard, in part, as shown on said map, in all, 400.54 feet;

NORTHERLY: by land now or formerly of Penn Central R.R., as shown on said map, 22.76 feet;

NORTHERLY AGAIN: by land now or formerly of Penn Central R.R., by a curved line, as shown on said map, 192.31 feet;

WESTERLY AGAIN: by Lot #2, as shown on said map, 319.33 feet; and

NORTHERLY AGAIN: by Lot #2, as shown on said map, 274.00 feet.

Reference is herein made to a map entitled, "Final Plan Orchard Park, Madison, Connecticut Scale 1"=50' dated July 30, 1979 Drainage added 7-31-79 Tests added 8-8-79 Rev. 8-16-79 Rev. 9-18-79, Road Name Revised 8-5-80" Survey and map by Eric G. Anderson L.S. 7018, which map is on file in the Madison Town Clerk's Office.

TOGETHER WITH the terms and provisions of an Easement to The Connecticut Light and Power Company dated June 10, 1983 and recorded in Volume 214 at Page 881 of the Madison Land Records.

SECOND PIECE

ALL THAT CERTAIN piece or parcel of land situated in the Town of Madison, County of New Haven, and State of Connecticut, as shown on a map entitled, "Property Survey Property to be Annexed to Lot 3 -- 'Orchard Park' East of Orchard Park Road Madison, Conn.", Scale 1"=20' January 24, 2002 Survey by Anderson Engineering & Surveying Associates 1054 Boston Post Road Guilford, Conn. 06437, said parcel being bounded and described as follows:

WESTERLY: by Lot 3 -- 'Orchard Park', as shown on said map, 271.46 feet;

NORTHERLY: by land now or formerly of Louise A. Goddard, et als., by a bent line, as shown on said map, 170.73 feet;

EASTERLY: by other land of David C. Ward & Patricia Bray-Ward, as shown on said map, 244.24 feet;

SOUTHERLY: by other land of David C. Ward & Patricia Bray-Ward, as shown on said map, 160.52 feet.