

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Town of Trumbull, a(n) a municipal corporation ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of One Thousand and No/100 Dollars (\$1,000.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of One Thousand and No/100 Dollars (\$1,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

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

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted within the green lines on the plans attached as Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises are located at 158 Edison Road, Trumbull, Fairfield County, Connecticut 06611. For the avoidance of doubt, the spaces marked "Future" and "Future Carrier" on Exhibit B are not included within the Premises.

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

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, One Thousand Eight Hundred Fifty and No/100 Dollars (\$1,850.00) 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) If any installment of Rent is not received by Landlord within ten (10) days after it is due; Tenant shall pay to Landlord as a late charge ten percent (10%) of the amount of rent overdue.

(d) Rent Abatement. Notwithstanding the above, Tenant shall abate Six Hundred Six and 63/100 Dollars (\$606.63) ("Rent Abatement") from the Rent commencing on the Commencement Date through the end of the ninety-sixth (96th) month, which shall occur at the end of the third year of the Second Renewal Term ("Rent Abatement Period"). Said Rent Abatement shall total Fifty-Eight Thousand Two Hundred Thirty-Six and No/100 Dollars (\$58,236.00), which represents Tenant's upfront costs for Landlord's equipment, installation of Landlord's equipment, Landlord's fees for a third party consultant and the removal of the current tower that is located on the Property. Upon the expiration of the ninety-sixth month, Tenant shall pay Landlord Rent in accordance with the terms as set forth above.

Site Number: CTFF481B
Site Name: Police Station Edison Road
Market: Connecticut

Site Lease - version 9.21.07

TMN LLC

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

Notwithstanding any language to the contrary which may be contained in this agreement, the Tenant shall either permit to be installed, or at the option of the governmental entities, to install such radio transmitting, repeating, and/or receiving equipment as may be determined to be necessary for the public health, safety and welfare by the Landlord, State of Connecticut, County of Fairfield, Town of Trumbull and any similar governmental entity providing emergency services ("Governmental Emergency Services Entity"). Said installation of the Governmental Emergency Services Entity by Tenant shall be limited to a one (1) time only initial installation. Furthermore, said installation shall only be conducted upon Tenant's written consent, which shall not be unreasonably withheld, conditioned or delayed. If this installation is installed subsequent to Tenant's installation, then such installation shall not interfere with Tenant's operations pursuant to Section 6 herein.

6. Interference: Pre-Construction Testing and Operational Use.

(a) Tenant shall provide in writing: (1) a full listing of all proposed frequencies to be deployed by Tenant at the Premises (the "Proposed Frequencies"); and (2) an RF engineering study (the "RF Engineering Study"), prepared by a Landlord-approved third party, including a determination that the deployment of the Proposed Frequencies will not cause Interference to the Public Safety Communications Equipment.

(b) The RF Engineering Study will include the following:

(1) An intermodulation study; and

(2) A study on the impact on co channel and adjacent channel selectivity and desensitization. Receive frequencies will not be impacted to a level below -110 dBm sensitivity by Tenant's transmissions.

(c) Tenant will exclude from use at the Premises the public safety and commercial use frequencies listed on Exhibit C, attached hereto, and both the lower and upper adjacent channels.

(d) Tenant shall not commence any work related to the construction, installation or erection of the Combined Use Facility on the Premises until the RF Engineering Study is approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, denied or delayed. Landlord shall signify approval by signing off on the RF engineering study 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 RF engineering study approvable by Landlord. Landlord shall have ten (10) days from the date of receipt of the RF engineering study or any modified RF engineering study to approve or disapprove same or the RF engineering study shall be deemed approved.

(e) If, at any time during the Initial Term or any Renewal Term, Tenant wishes to add frequencies to the list of Proposed Frequencies, Tenant shall notify Landlord in writing in advance and deliver to Landlord an updated RF Engineering Study that complies with Section 6(b) prior to initiating use of those additional frequencies

(f) The expenses charged by the Landlord-approved third party for the initial RF Engineering Study and any follow-up RF Engineering Study pursuant to Section 6(e) shall be commercially reasonable.

(g) Following the completion of construction, Tenant shall operate the Antenna Facilities in a manner that will not cause Interference to the Public Safety Communications Equipment. All operations by Tenant shall be in compliance with applicable Federal Communications Commission ("FCC") requirements. If the Antenna Facilities cause Interference with the Public Safety Communications Equipment, Tenant shall, promptly upon receipt of written notice, take all necessary steps to identify and eliminate the source of the Interference. Tenant shall be permitted to operate a cell on wheels ("COW") during the time period during which it is investigating and eliminating the Interference, provided that the COW does not cause Interference with the Public Safety Communications Equipment. If Tenant fails to cause the Interference to be identified and eliminated, Landlord may pursue any remedies available under this Lease, at law, and/or equity or terminate this Lease immediately upon written notice. Notwithstanding anything in this Section 6(g) to the contrary, in the event of Dangerous Interference, Landlord's notice to Tenant shall include a statement referring to the imminent danger and Tenant shall, if requested by Landlord, immediately discontinue all commercial use of the Antenna Facilities until such time as the source of the Dangerous Interference is identified and eliminated.

(h) Subsequent to the installation of the Public Safety Communications Equipment, Landlord shall not permit itself, its tenants or licensees to install new equipment ("New Landlord Equipment") on the Property or property contiguous thereto owned or controlled by Landlord, if such New Landlord Equipment is likely to cause Interference with Tenant's operations. Such Interference shall be deemed a material breach by Landlord. In the event Interference occurs due to Landlord's installation of New Landlord

Equipment, Landlord agrees to take all action necessary to identify the source of such Interference and eliminate such Interference within thirty (30) days of receipt of written notice thereof. If Landlord fails to comply with this Section 6(h), Tenant may terminate this Lease, and/or pursue any other remedies available under this Lease at law, and/or at equity. Landlord shall, however, have the right to install and maintain a video camera similar in size to the camera currently located on the Property for the purpose of monitoring traffic provided that equipment does not cause Interference with Tenant's operations.

(i) As used in this Section 6, "Interference" means and includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by (i) unwanted energy emissions, radiations, or inductions, or (ii) physical barriers including, but not limited to, walls, metal frames or other structures. "Interference" shall not include permissible interference, as defined by the FCC. For the purposes of this Section 6, "Dangerous Interference" means Interference that is so severe as, in Landlord's reasonable judgment, to pose an imminent danger to the health or safety of the public, police, fire or emergency services personnel.

(j) Tenant shall indemnify and hold Landlord harmless from any and all claims (including attorney's fees, costs and expenses of defending such claims) arising from its failure to fulfill its obligations under this Section 6, unless such claims are a result of Landlord's negligence or willful misconduct.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Subject to Section 7(c) herein, Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

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

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted. Within thirty (30) days from the expiration or termination of this Lease, Landlord shall provide written notice to the Tenant instructing Tenant to either remove the tower or turn over ownership of the tower to the Landlord for the cost of One and No/100 Dollar (\$1.00). In the event Landlord notifies Tenant that it chooses to obtain ownership of the tower, Tenant shall transfer ownership of the tower to Landlord and shall remove its improvements, equipment, fixtures (not including the tower), and all other property from the Premises within ninety (90) days from the termination or expiration of the Lease, except for the tower, which shall remain on the Premises. In the event Landlord does not choose to retain ownership of the tower, Tenant shall remove all improvements as set forth herein, including the tower and the removal of the tower foundation a minimum of one and a half (1 ½) feet below grade. In the event Tenant fails to remove the Antenna Facilities and all related personal property and fixtures, the Landlord shall have the right, but not the obligation, to remove all such items from the Property and to obtain reimbursement from the Tenant for all costs and expenses associated with such removal. In addition, Tenant shall be obligated to continue to pay Rent, at two hundred percent (200%) of the amount of Rent existing at the time of termination, for the period of time during which the Tenant or Landlord is involved in removing those items left by the Tenant on the Property.

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

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

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant. Upon prior notice to Tenant, Landlord shall have access to its equipment located on the tower to maintain, repair and upgrade Landlord's communications equipment. Such notice shall not be required in the event of an emergency, but notice shall be given to Tenant as soon thereafter as practicable.

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

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

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

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, provided Tenant's use, investigations, or presence on the Premises did not contribute to the unacceptable results 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 six (6) 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 so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

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

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

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

11. Insurance and Subrogation and Indemnification.

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

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

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

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

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

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

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

With a copy to:
Attn: Legal Dept.

And with a copy to:
T-Mobile Northeast LLC
4 Sylvan Way
Parsippany, NJ 07054
Attn: Lease Administration Manager

With a copy to:
Attn: Legal Dept.

If to Landlord, to:
Town of Trumbull
5866 Main Street
Trumbull, CT 06611
Attention: First Selectman

And with a copy to:
Town of Trumbull
158 Edison Road
Trumbull, CT 06611
Attention: Chief of Police

Send Rent payments to:
Town of Trumbull
5866 Main Street
Trumbull, CT 06611
Attention: Director of Finance

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

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

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

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

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

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

18. Tower Marking and Lighting Requirements.

The following definitions will apply for the purposes of Section 6, Section 18 and Section 19. "Public Safety Communications Equipment" means those certain police, fire and emergency medical service communications systems installed by the Tenant at the direction of the Landlord pursuant to Section 5. "Combined Use Facility" means and includes the Antenna Facilities and the Public Safety Communications Equipment. By way of illustration and without limiting the meaning of the preceding definitions, the Combined Use Facility will include both the police, fire and EMS antennae used by Landlord and located at the top of the tower and the commercial carrier antennae located at various intervals below.

Tenant acknowledges that it, and not Landlord, shall be responsible for compliance with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC directly attributable to the Combined Use Facility. Tenant shall indemnify and hold Landlord harmless from any fines or other liabilities caused by Tenant's failure to comply with such requirements. If Landlord is cited by either the FCC or FAA because the Combined Use Facility is not in compliance and if Tenant fails to cure the conditions of noncompliance within the time frame allowed by the citing agency, Landlord may cure the conditions of noncompliance at Tenant's sole expense, which amounts, together with all Landlord's directly related out-of-pocket expenses including its reasonable attorneys fees, shall be paid by Tenant within thirty (30) days after written demand therefore and shall become an additional obligation of Tenant under this Lease. The provisions of this Section 18 shall apply to any modification of the Premises made by the Tenant during the initial or any Renewal Term of this Lease.

19. Human Exposure to RF Emissions.

Tenant represents and warrants that Tenant will comply with any and all rules, regulations and policies of the FCC and the Connecticut Siting Council governing human exposure to radio-frequency ("RF") emissions and that, at no time, during the operation of the Antenna Facilities, will the RF emissions exceed FCC standards. Tenant shall have the right to cure any default under this provision in the time periods set forth in Paragraph 9, or within such time period as may be extended pursuant to an order of a court of competent jurisdiction. Tenant shall not commence the construction, installation or erection of a communications tower on the Premises unless and until Tenant has satisfied the requirements of this Section 19.

20. 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 D 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.

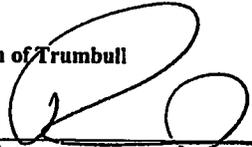
(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(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).

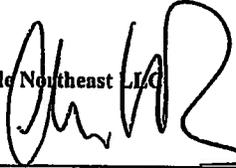
(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

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

LANDLORD: Town of Trumbull

By: 
Printed Name: Raymond G. Baldwin, Jr.
Title: First Selectman
Date: October 30, 2009

TENANT: T-Mobile Northeast LLC

By: 
Printed Name: Chris Hiltbrant
Title: VP, NE Region
Date: _____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Trumbull, County of Fairfield, and State of Connecticut, bounded and described as follows, to wit:

- NORTHERLY: on highway, called Depot Road, two hundred fifty (250) feet; by a new street line shown on hereinafter referenced map;
- EASTERLY: on land now or formerly of Francis E. Beach, four hundred (400) feet;
- SOUTHERLY: on land now or formerly of Francis E. Beach, two hundred fifty (250) feet;
- WESTERLY: on land now or formerly of Francis E. Beach, two hundred fifty (250) feet.

Being shown as Parcel "A" on a certain map entitled, "Map of Property in Trumbull, Connecticut, for Francis E. Beach", dated March 13, 1929, made by A.D. Fuller, Civil Engineer, and recorded in the Town Clerk's Office in said Town of Trumbull as Map No. 121, to which reference may be had for a more particular description of said premises.

EXHIBIT B

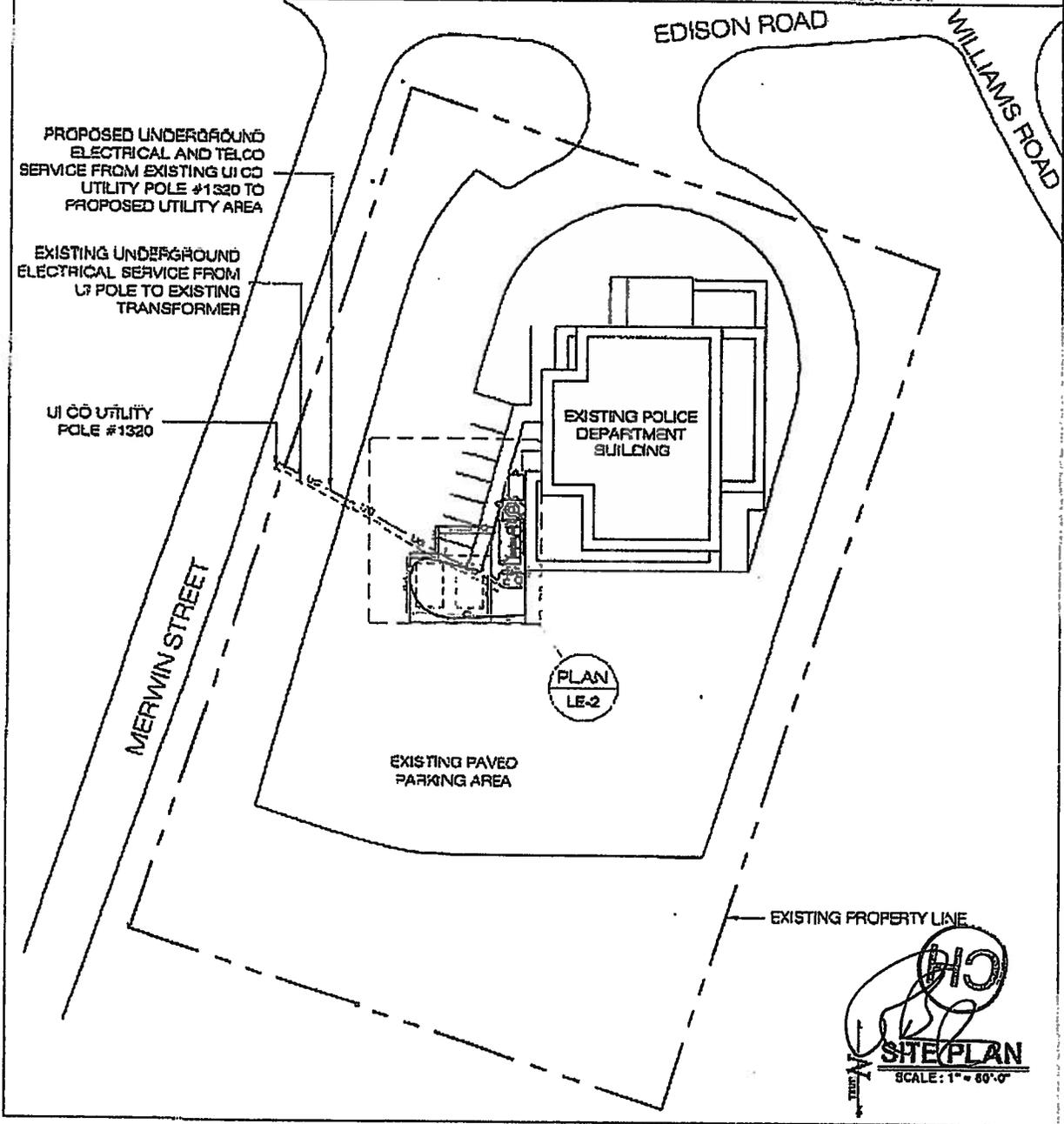
The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

SEE ATTACHED.

Site Number: CTFF481B
Site Name: Police Station Edison Road
Market: Connecticut

ALL-POINTS TECHNOLOGY CORPORATION, P.C. 3 SADDLEBROOK DRIVE KILLINGWORTH, CT, 06419 PHONE: (800)-853-1697 FAX: (860)-693-0938 www.allpointstech.com	APT FILING NUMBER: CT-259T-460 LE-1		T-Mobile 35 GRIFFIN ROAD BLOOMFIELD, CT 06002 OFFICE: (860)-892-7100	T-MOBILE SITE NUMBER: CTFF481
	SCALE: AS NOTED	DRAWN BY: AAJ		POLICE STA EDISON RD 150 EDISON ROAD TRUMBULL, CT 06811-4139
DATE: 04/01/01		CHECKED BY: SMC		

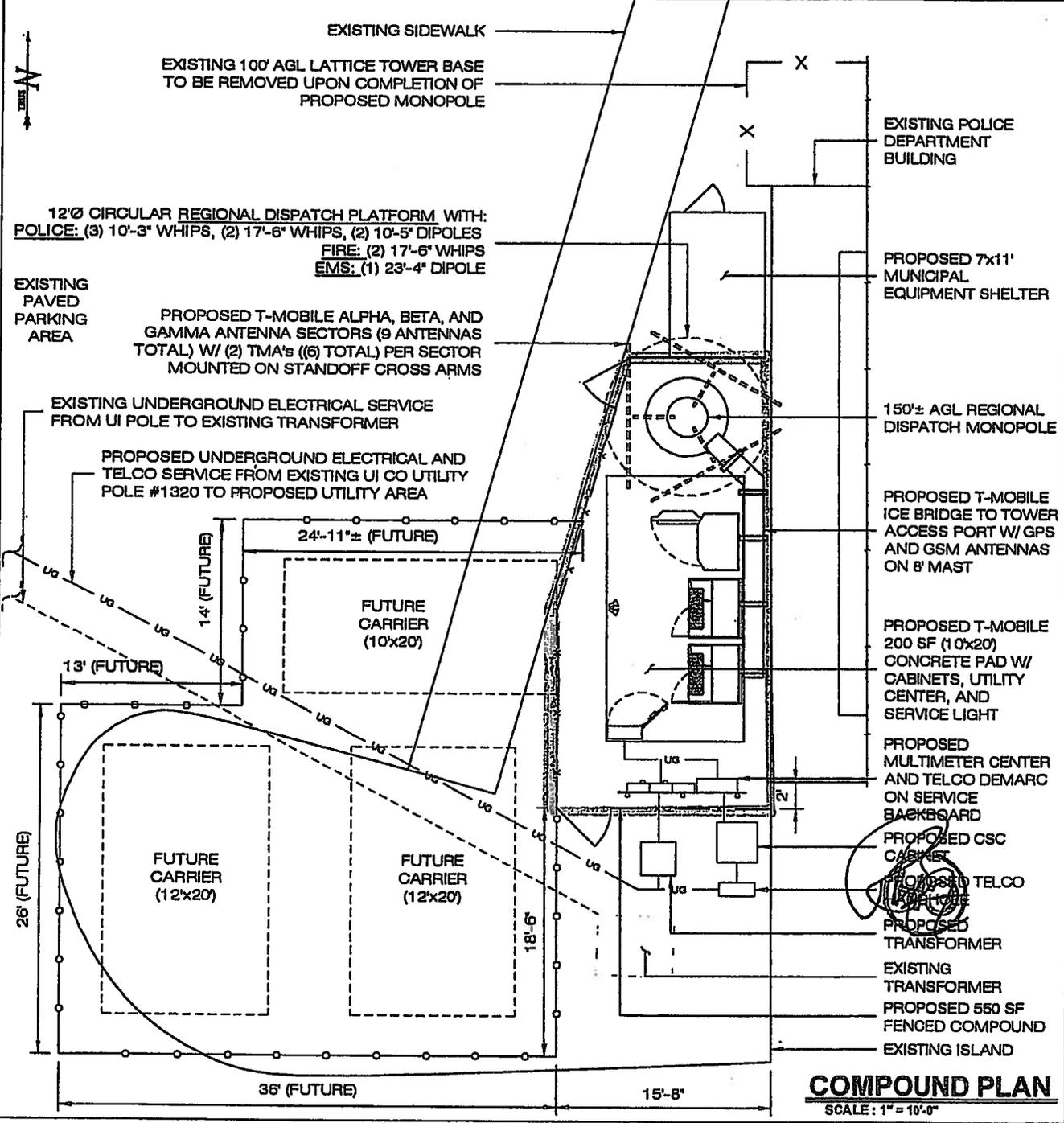
NOTE:
 PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMINPOINT COMMUNICATIONS INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY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



Site Number: CTFF481B
 Site Name: Police Station Edison Road
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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-460 LE-2			T-MOBILE SITE NUMBER: CTF481
	SCALE: AS NOTED DATE: 04/01/09	DRAWN BY: AAJ CHECKED BY: SMC		35 GRIFFIN ROAD BLOOMFIELD, CT 06002 OFFICE: (860)-692-7100

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.



COMPOUND PLAN
 SCALE: 1" = 10'-0"

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-460 LE-3		T-Mobile 35 GRIFFIN ROAD BLOOMFIELD, CT 06002 OFFICE: (860)-692-7100	T-MOBILE SITE NUMBER: CTFF481
	SCALE: AS NOTED DATE: 04/01/09	DRAWN BY: AAJ CHECKED BY: SMC		POLICE STA EDISON RD 158 EDISON ROAD TRUMBULL, CT 06611-4139

NOTE:
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12"Ø CIRCULAR REGIONAL DISPATCH PLATFORM WITH:
 POLICE: (3) 10'-3" WHIPS, (2) 17'-6" WHIPS, (2) 10'-5" DIPOLES
 FIRE: (2) 17'-6" WHIPS
 EMS: (1) 23'-4" DIPOLE

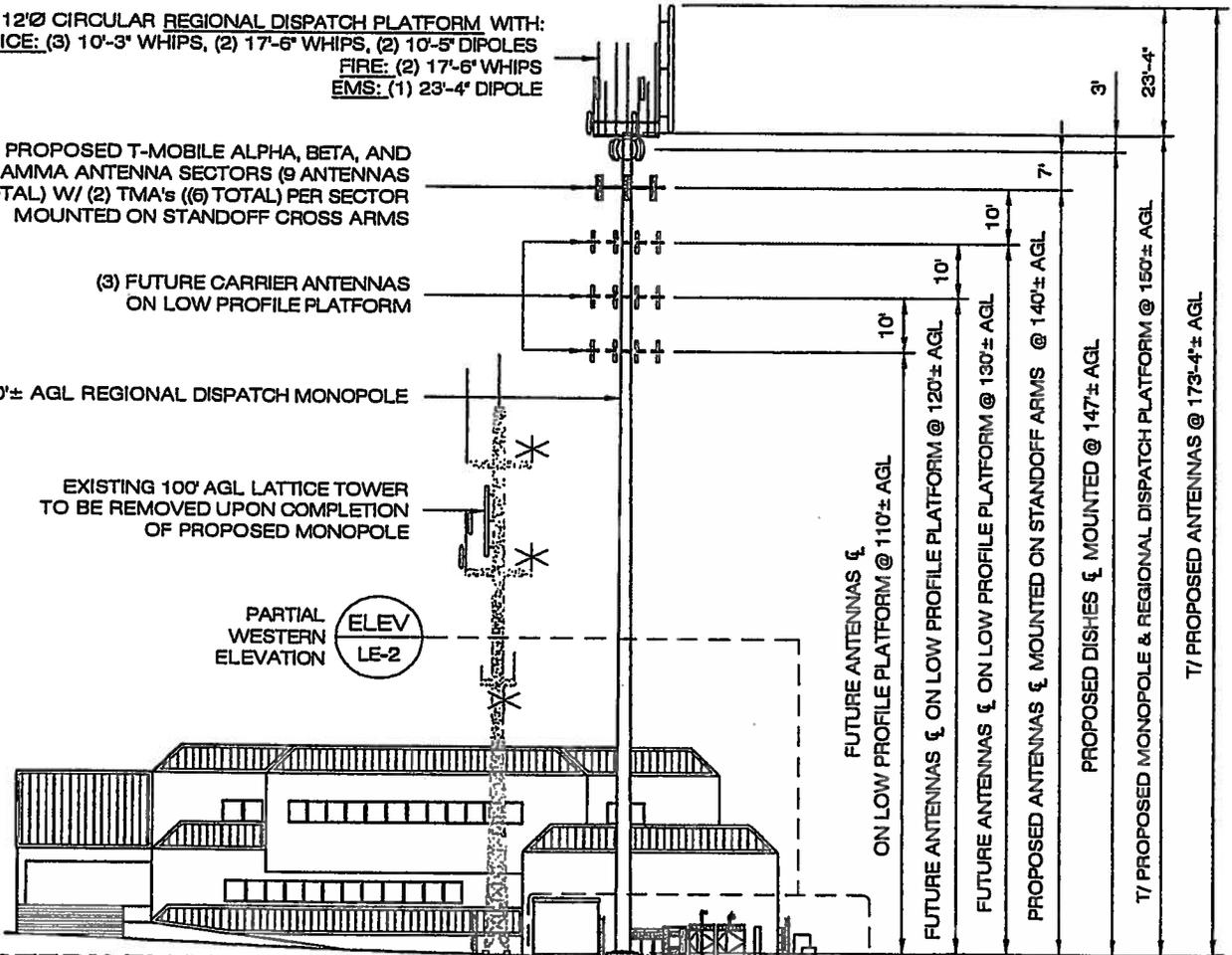
PROPOSED T-MOBILE ALPHA, BETA, AND GAMMA ANTENNA SECTORS (9 ANTENNAS TOTAL) W/ (2) TMA's ((6) TOTAL) PER SECTOR MOUNTED ON STANDOFF CROSS ARMS

(3) FUTURE CARRIER ANTENNAS ON LOW PROFILE PLATFORM

150'± AGL REGIONAL DISPATCH MONOPOLE

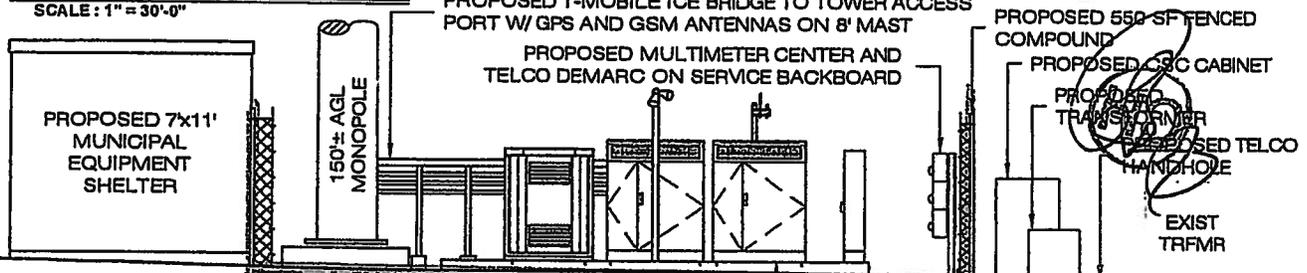
EXISTING 100' AGL LATTICE TOWER TO BE REMOVED UPON COMPLETION OF PROPOSED MONOPOLE

PARTIAL WESTERN ELEVATION
 ELEV LE-2



WESTERN ELEVATION

SCALE: 1" = 30'-0"



PARTIAL WESTERN ELEVATION

SCALE: 1/2" = 1'-0"

PROPOSED T-MOBILE 200 SF (10x20) CONCRETE PAD W/ CABINETS, UTILITY CENTER, AND SERVICE LIGHT

PROPOSED UNDERGROUND ELECTRICAL AND TELCO SERVICE