

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

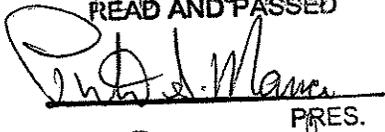
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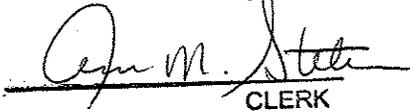
Approved February 16, 2009

RESOLVED, That His Honor, the Mayor, is hereby authorized to negotiate and to execute a Lease, together with any and all necessary and ancillary documents, between the City of Providence and Omnipoint Communications, Inc. d/b/a T-Mobile, for the installation of antennas at Conley Stadium to provide cellular telephone service.

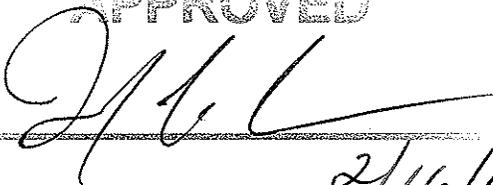
IN CITY COUNCIL

FEB 5 2009
READ AND PASSED


PRES.


CLERK

APPROVED



MAYOR

2/16/09

NO POSTING ON
CITY PROPERTY
WITHOUT PERMIT
FROM THE CITY OF PROVIDENCE
PLANTATIONS



January 23, 2007

Mr. Alan Sepe
Director of Public Property
City Hall
25 Dorrance St
Providence, RI 02903

RE: Omnipoint Proposal – Conley Stadium - Providence, RI

Dear Mr. Sepe:

On behalf of Omnipoint Communications Inc., a wholly owned subsidiary of T-Mobile, USA Inc., I would like to formally express our interest in leasing space at **Conley Stadium, 434 Mt. Pleasant Avenue, Providence, RI**, for the purpose of installing a Wireless Communications Facility.

Omnipoint has been awarded an FCC License to provide digital wireless personal communications service in Rhode Island. In an effort to provide the mandated coverage, Omnipoint is aggressively building a network of communications sites. The above property has been identified as potential candidates to fulfill coverage objectives for the immediate area as part of the network.

A typical site design would involve the installation of:

- A 100' monopole (Light pole replacement)
- 3-9 panel antennas on the
- 3 base station equipment cabinets
- A compound enclosing the base station equipment cabinets
- 12 runs of coaxial cable leading from the antennas to the base station equipment.

The proposed installation at Conley Stadium would consist of replacing an existing light pole with a monopole. On the monopole will be two (2) sets of three (3) flush mounted antennas above and below the lights, with the equipment cabinets located at the base of the pole within a 15'x15' compound. Please see the enclosed site sketch for more detail.

Omnipoint would require a minimum lease term of five (5) years, with 5 five (5) year renewal terms for a total of thirty years. In consideration of this arrangement, **Omnipoint would be willing to pay Two Thousand Two Hundred (\$2,200.00) dollars per month per location with an annual escalator of three (3) Percent for the portion of the property it leases.** I have enclosed a copy of the standard Omnipoint form of lease for your review

All costs associated with the installation of the antennas and equipment would be borne by Omnipoint. In addition, Omnipoint would be responsible for obtaining all applicable municipal, state and/or federal approvals and permits required for the installation and bear the cost of obtaining said permits.

I sincerely appreciate your consideration to this matter and look forward to establishing a mutually beneficial relationship. I will follow up with you shortly to confirm your receipt of this letter and to answer any questions you may have. Please feel free to contact me at (781) 363-6334 in the meantime.

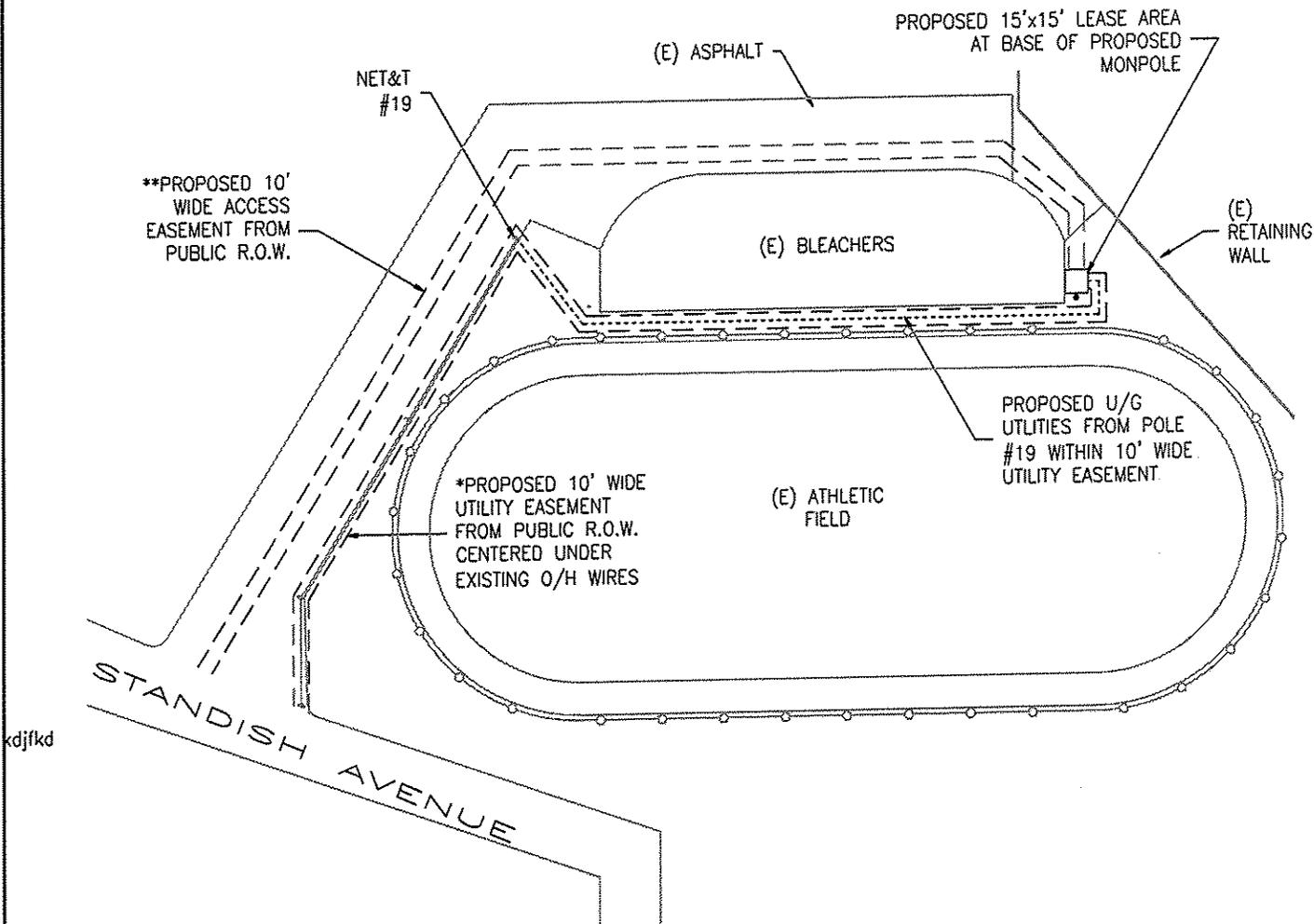
Sincerely



Gerry Squires
Consultant

Enclosures: OCI Site sketch
 OCI Sample lease

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



RF APPROVED: _____

ANTENNA AZIMUTHS:

SECTOR A=

SECTOR B=

SECTOR C=

SITE PLAN APPROX. NORTH

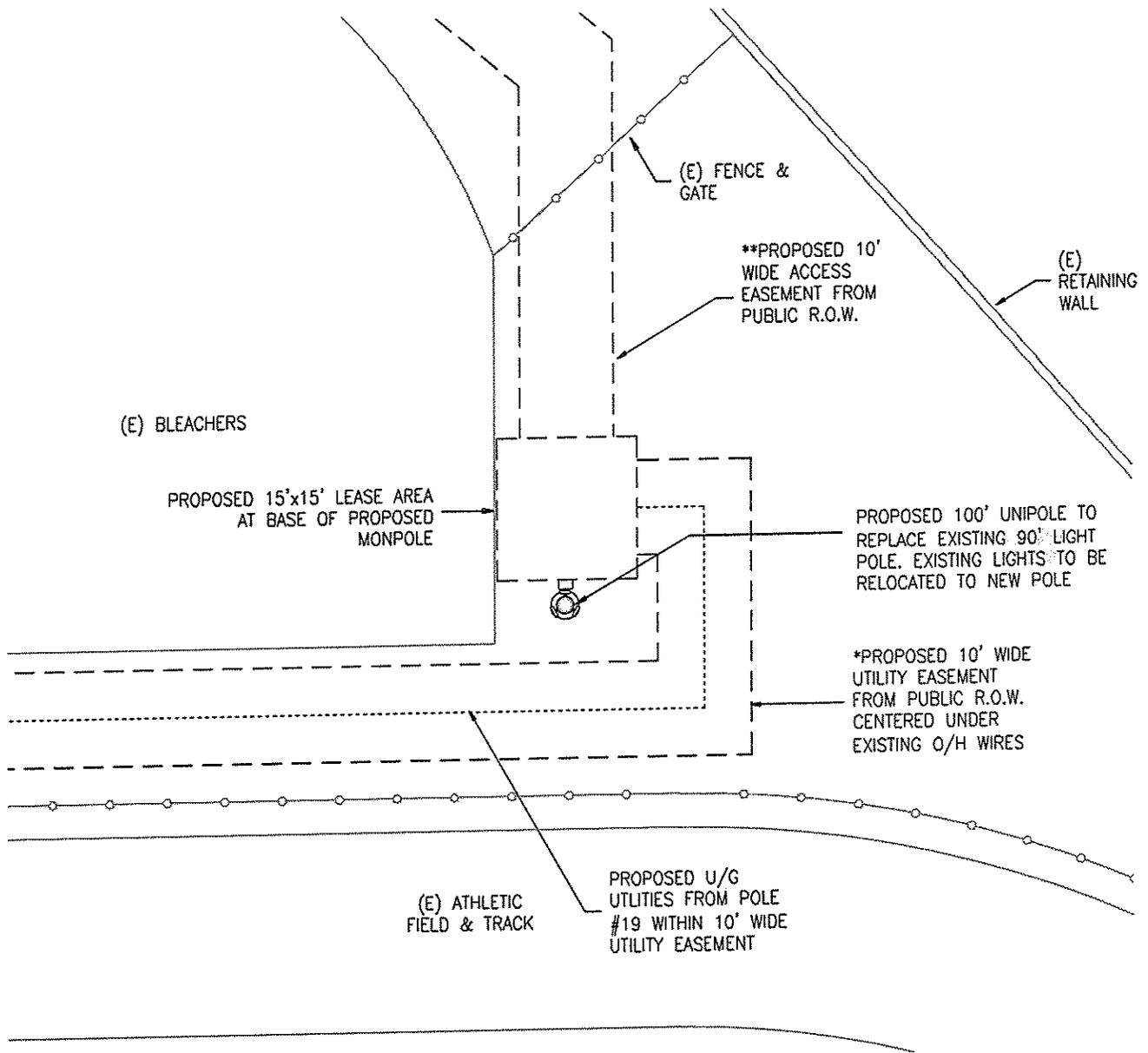


*EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

**ACCESS AREA TO PUBLIC WAY AS REQUIRED BY FIELD CONDITIONS.

SITE NO: 4PR-0162-F SITE NAME: CONLEY STADIUM ADDRESS: 434 MOUNT PLEASANT AVENUE PROVIDENCE, RI	<input checked="" type="checkbox"/> OMNIPOINT COMMUNICATIONS, INC. 15 COMMERCE WAY, SUITE B NORTON, MA 02766	SITE TYPE: MONOPOLE RAW LAND	DATE: 10/23/06
	<input type="checkbox"/> OMNIPOINT COMMUNICATIONS, INC. 100 FILLEY STREET BLOOMFIELD, CT 06002	DRAWN BY: MRC	SCALE: NTS

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



RF APPROVED: _____

DETAILED SITE PLAN

APPROX NORTH



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

**ACCESS AREA TO PUBLIC WAY AS REQUIRED BY FIELD CONDITIONS.

SITE NO: 4PR-0162-F
SITE NAME: CONLEY STADIUM
ADDRESS: 434 MOUNT PLEASANT AVENUE
 PROVIDENCE, RI

■ OMNIPOINT COMMUNICATIONS, INC.
 15 COMMERCE WAY, SUITE B
 NORTON, MA 02766

□ OMNIPOINT COMMUNICATIONS, INC.
 100 FILLEY STREET
 BLOOMFIELD, CT 06002

SITE TYPE: MONOPOLE
 RAW LAND

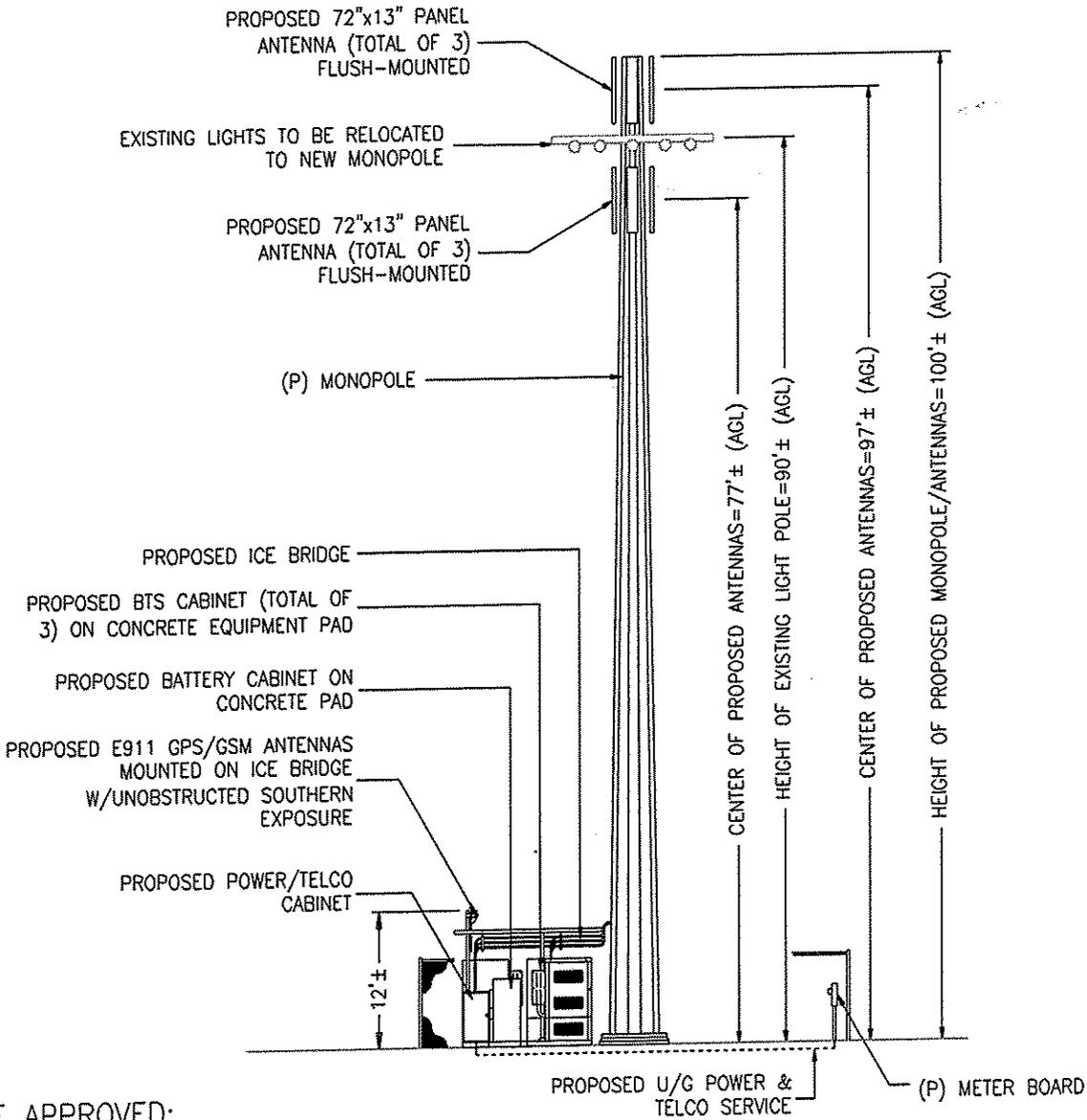
DRAWN BY: MRC

DATE:
 10/23/06

SCALE: NTS

NOTE:

PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPOINT COMMUNICATIONS, INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. OMNIPOINT COMMUNICATIONS, INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.



RF APPROVED: _____

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

ELEVATION

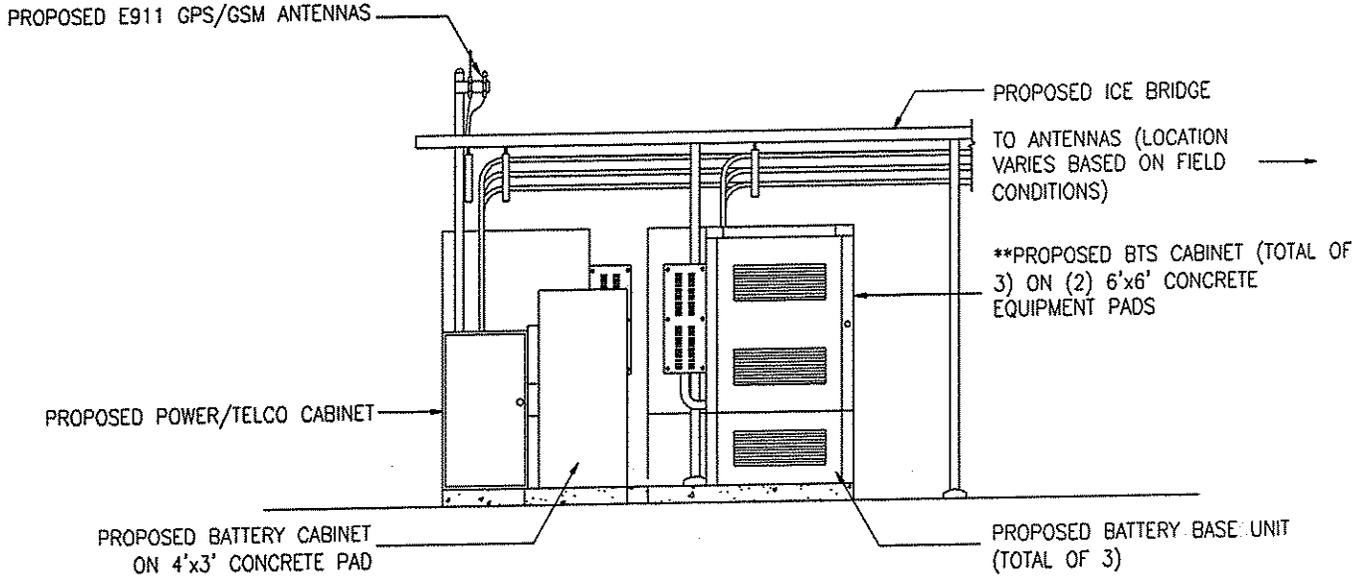
SITE NO: 4PR-0162-F SITE NAME: CONLEY STADIUM ADDRESS: 434 MOUNT PLEASANT AVENUE PROVIDENCE, RI	OMNIPOINT COMMUNICATIONS, INC. ■ 15 COMMERCE WAY, SUITE B NORTON, MA 02766	SITE TYPE:	DATE: 10/23/06
	OMNIPOINT COMMUNICATIONS, INC. □ 100 FILLEY STREET BLOOMFIELD, CT 06002	DRAWN BY: MRC	SCALE: NTS

NOTE:

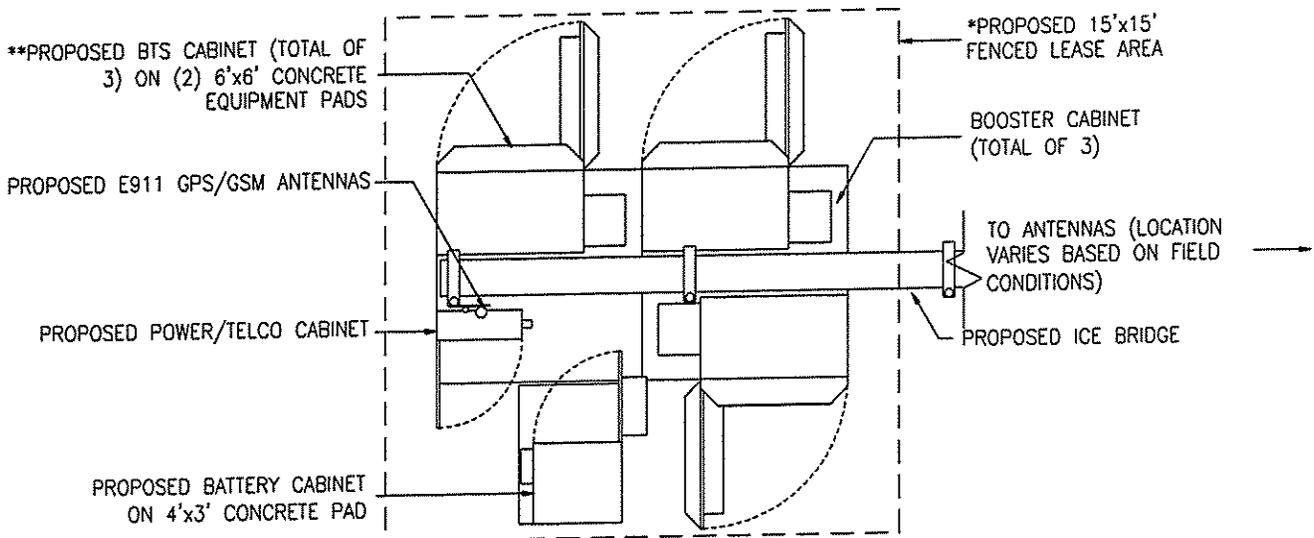
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* FENCE NOT REQUIRED IN AREAS WITH SECURED OR CONTROLLED ACCESS.

** ROOFTOP LOCATION MAY REQUIRE BTS CABINETS MOUNTED ON STRUCTURAL STEEL FRAME.



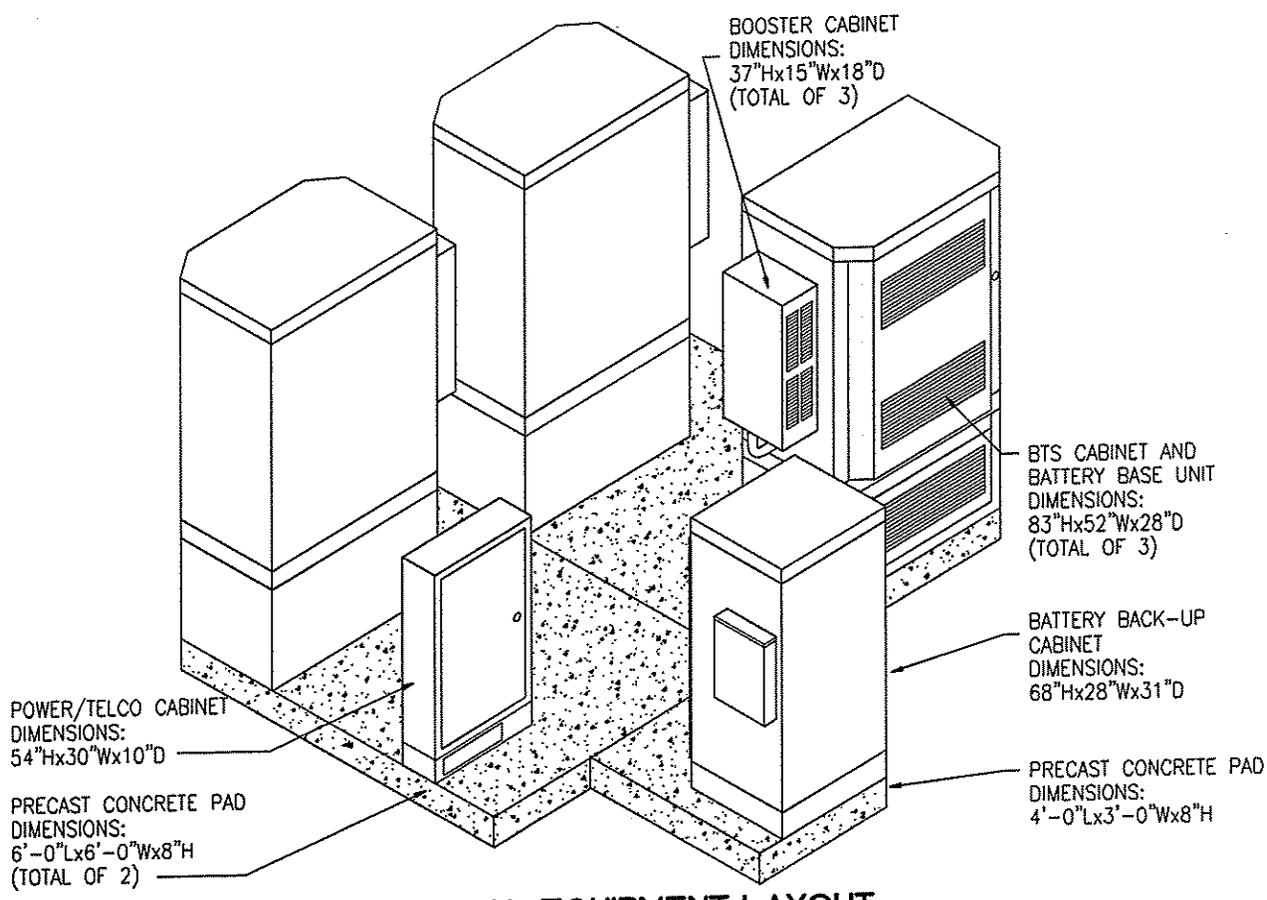
TYPICAL ELEVATION VIEW - 15'x15' LEASE AREA



TYPICAL PLAN VIEW - 15'x15' LEASE AREA

SCALE: NTS

SITE NO: 4PR-0162-F SITE NAME: CONLEY STADIUM ADDRESS: 434 MOUNT PLEASANT AVENUE PROVIDENCE, RI	OMNIPOINT COMMUNICATIONS, INC. ■ 15 COMMERCE WAY, SUITE B NORTON, MA 02766	SITE TYPE:	DATE: 10/23/06
	OMNIPOINT COMMUNICATIONS, INC. □ 100 FILLEY STREET BLOOMFIELD, CT 06002	DRAWN BY: MRC	SCALE: NTS



TYPICAL EQUIPMENT LAYOUT

SCALE: NTS

SITE NO: 4PR-0162-F SITE NAME: CONLEY STADIUM ADDRESS: 434 MOUNT PLEASANT AVENUE PROVIDENCE, RI	<input checked="" type="checkbox"/> OMNIPOINT COMMUNICATIONS, INC. 15 COMMERCE WAY, SUITE B NORTON, MA 02766	SITE TYPE:	DATE: 10/23/06
	<input type="checkbox"/> OMNIPOINT COMMUNICATIONS, INC. 100 FILLEY STREET BLOOMFIELD, CT 06002	DRAWN BY: MRC	SCALE: NTS

TOWER LEASE WITH OPTION

THIS TOWER LEASE WITH OPTION (this "Lease") is by and between _____, a(n) _____ ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of One Hundred and no/100 dollars (\$100.00) (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"), together with the right to use the tower located thereon ("Tower") 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 Hundred and no/100 dollars (\$100.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. 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 the use of that portion of the Tower and Property, together with easements for access and utilities, generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at _____, comprises approximately _____ square feet. Tenant's location on the Tower shall be at _____ feet above ground level.

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

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

4. Rent. Tenant shall pay Landlord, as rent, _____ and no/100 dollars (\$ _____) per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date, prorated for the remainder of the month in which the Commencement Date falls, and

thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein, except that Rent shall be increased by _____ percent (_____%) of the Rent paid over the preceding term. 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.

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

7. Improvements; Utilities; Access.

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

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

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

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall,

wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

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

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

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

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

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

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

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

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

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

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a

cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

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

11. Insurance and Subrogation and Indemnification.

(a) Tenant and Landlord each 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. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(c) 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.

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

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

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

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective 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:

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

With a copy to:

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

With a copy to: Attn: Legal Dept.

If to Landlord, to:

With a copy to:

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

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

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) 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; or (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. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

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

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

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

18. Miscellaneous.

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

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

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

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

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

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

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed

waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

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

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

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

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

19. Tower Marking and Lighting Requirements. Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with such requirements. Should Tenant be cited by either the FCC or FAA because the Tower is not in compliance and, should Landlord fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Tenant may either terminate this Lease immediately on notice to Landlord or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from Rent otherwise payable under this Lease.

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

LANDLORD:

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: OMNIPOINT COMMUNICATIONS, INC.

By: _____
Printed Name: _____
Its: _____
Date: _____

EXHIBIT A
Legal Description

The Property is legally described as follows:

Site Number:
Site Name:
Market: New England

EXHIBIT B

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

EXHIBIT C

**Memorandum
of
Lease**

Site Number:
Site Name:
Market: **New England**

Memorandum of Lease

Assessor's Parcel Number: _____

A Tower Lease with Option (the "Lease") by and between _____, a(n) _____ ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms..

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

LANDLORD:

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: OMNIPOINT COMMUNICATIONS, INC.

By: _____
Printed Name: _____
Its: _____
Date: _____

[Notary block for Landlord]

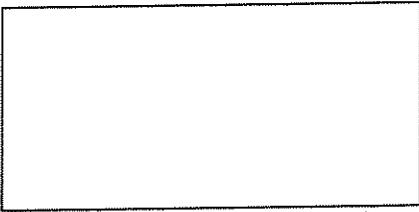
If NOT in Massachusetts

[Notary block for Corporation]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2006 [date] by _____
[name of signator], the _____ [title of signator] of _____
[landlord entity name] a _____ [type of entity], on behalf of said _____
[landlord entity name].

Dated: _____



(Use this space for notary stamp/seal)

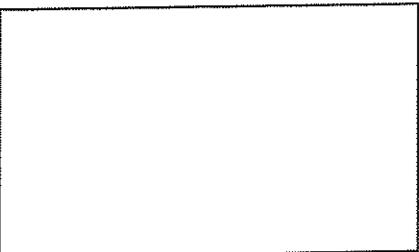
Notary Public
Print Name _____
My commission expires _____

[Notary block for Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



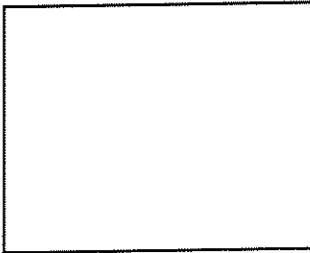
(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[if in Massachusetts]

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me, the undersigned notary public, personally appeared _____ (*name of document signer*), proved to me **through satisfactory evidence of identification, which were** _____ (*source of identification*) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



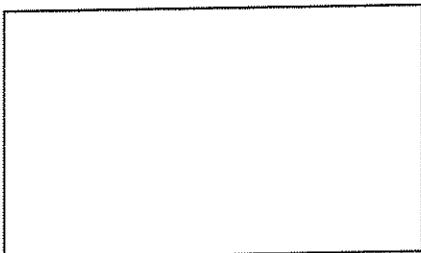
Notary Public
Print Name: _____
My commission expires _____

[Notary block for Tenant]

STATE OF RHODE ISLAND)
) ss.
COUNTY OF PROVIDENCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ 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: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Memorandum of Lease EXHIBIT A
Legal Description**

The Property is legally described as follows:

Site Number:
Site Name:
Market: **New England**