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COPY

STANDARD LEASE AGREEMENT

This Standard Lease Agreement ("Agreement") is by and between OMNIPOINT COMMUNICATIONS ENTERPRISES, INC., a Delaware corporation, having a principal place of business at 95 Highland Ave., Bethlehem, PA 18017 ("Lessee") and ALPHA BOROUGH, having a principal place of business at 1001 East Boulevard, Alpha, New Jersey 08865 ("Lessor")

WHEREAS, Lessor is the owner of property having a street address of Industrial Drive Water Tank located in the borough of Alpha, County of Warren, NJ, and hereafter referred to as the "Property." The Property is more fully described on Exhibit "A" attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows :

1. Lease. Lessor agrees to lease to Lessee approximately one hundred fifty (150) square feet of space, more fully described in Exhibit "B", space on the existing water tower, as shown on Exhibit "B" and as required, for Lessee's Installation (as defined below) (such space being hereinafter collectively referred to as the "Premises"). Lessor shall maintain the Premises so as not to interfere with Lessee's use of the Premises and rights under this Agreement. It is understood that the Lessor's lease of space on the existing water tower is to be considered, in all respects, as a non-exclusive right and that the Lessor may lease, sell and/or provide space to other individuals, partnerships, corporations, and other such entities in accordance with the remaining terms and conditions of this Lease Agreement. All of the interests and rights set forth in this Paragraph 1 are hereinafter referred to as the "Premises".
2. Use of Premises.
 - (a) Lessee agrees to use the Premises for the installation, operation and maintenance of a Personal Communications Service ("PCS") facility, including, without limitation, radio equipment cabinets, associated antennas, mounting equipment, a pole or tower, as applicable, telephone, electric and radio cables and other transmission lines, and other related equipment, (collectively, the "Installation"). Lessee's Installation, whether attached to or otherwise brought onto the Premises, shall at all times remain personal property and shall not be considered fixtures, and at Lessee's option may be removed by Lessee at any time during the Term hereof or any Renewal Terms. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee and restore the Premises to its condition on the Commencement Date. (as defined below), ordinary wear and tear, damage from the elements, and casualty beyond Lessee's control excepted. In connection with the Installation, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if an easement is required to obtain and maintain utility services, an acceptable location will be agreed to by Lessor and the servicing utility company.
 - (b) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install the Installation on the Premises, provided that it is in compliance with all applicable laws and regulations. Lessor agrees to cooperate with Lessee in making application for and obtaining, at Lessee's expense, any local, state, federal licenses, permits and any other approvals (the "Approvals") which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain Approvals in a timely manner. If, however, Lessee is denied or is unable to obtain a required approval, Lessee shall have the exclusive right to terminate this Agreement

within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of Rent (as defined below).

(c) Lessee shall have the right, at Lessee's sole cost and expense, to run transmission lines from the equipment area to the antenna locations and to run power and telephone service from the main feed to the PCS equipment. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(d) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents, which access shall remain unimpeded throughout the Term and any Renewal Term of this Agreement.

3. **Site Testing.** Lessor acknowledges that Lessee, at its option following full execution of this Agreement, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2(a), (b), and (c) above. Any materially adverse test results will entitle Lessee, at its option, to terminate this Agreement under subparagraphs 11 (iii) or 11 (v).

4. **Interference.**

(a) Lessee agrees not to cause interference to the radio frequency communication operations of Lessor, Lessor's tenants, or anyone holding an agreement with Lessor to operate on the Property, if such equipment is installed prior to the execution of this Agreement.

(b) After the execution of this Agreement, Lessor shall not install or permit the installation of any structure or broadcasting or other communications equipment which interferes with, alters or restricts the operations of Lessee. Such interference shall be deemed a material breach of this Agreement by Lessor. Should such interference occur, Lessor shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference, including, if necessary removing or causing to be removed the equipment causing said interference.

(c) Lessee shall operate its Installation in compliance with all Federal Communications Commission (FCC) regulations.

5. **Term.** The initial term of this Agreement shall be for a period of ten (10) years ("Term") commencing upon the date Lessee is in receipt of a building permit to begin construction of the Installation, but in any event not later than one year after the Effective Date (as defined below) (the "Commencement Date"), and shall terminate on the tenth anniversary of the Commencement Date, unless sooner terminated in accordance with this Agreement. Lessee shall have the right to renew the Agreement for three (3) successive five (5) year periods (each a "Renewal Term"), upon the same terms and conditions in effect during the Term. This Agreement shall automatically renew for each successive Renewal Term unless Lessee provides written notice to Lessor of its intention not to renew at least ninety (90) days prior to the expiration of the Term or any Renewal Term.

6. **Rent.**

(a) Lessee agrees to pay to Lessor as annual rent the sum of Seven Thousand Five Hundred Dollars (\$7500) ("Rent"), payable in equal monthly installments of Six Hundred Twenty Five Dollars (\$625), the first day of each calendar month during the Term, except that the first payment of Rent shall be made within ten business days following the Commencement Date. In the event the Commencement Date does not fall on the first day of a month, the first and last monthly payment of Rent shall prorated accordingly. Notwithstanding the foregoing, Lessee may, at any time during the Term or any Renewal Term, elect to pay Rent annually, in which event Rent shall be payable on the first day of the month following the date Lessee makes such election, prorated for the period from the first day of said calendar month until

the day prior to the anniversary of the Commencement Date, and thereafter on each anniversary of the Commencement Date. Rent payments shall be payable to Lessor at the address set forth above or at such other address as Lessor shall notify Lessee in accordance with Paragraph 15. Rent shall be increased on each anniversary of the commencement date by an amount equal to 3% of the rent for the previous year. Rent payments shall be payable to Lessor at 1001 East Boulevard, Alpha, New Jersey 08865

- (b) In addition, Omnipoint from commercial launch of its service in Alpha Borough until the expiration or termination of this Agreement, agrees to provide Lessor with one PCS handset for official use in conjunction with Omnipoint's network by Lessor's mayor or other official determined by Lessor. Lessor shall not be required to pay Omnipoint's monthly subscription fee, and shall not be required to pay air-time charges for the first 100 minutes of ~~network~~ ^{personal} calls made or received by using the handset in any calendar month. Except as provided by the immediately preceding sentence, Lessor's use of such handset shall be at Omnipoint's standard commercial rates and charges (including applicable roaming and long-distance charges) and on Omnipoint's standard commercial terms and conditions. J.S.
4/9/97
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- (c) In the event that Lessee installs on the Premises more than six antennas as agreed by this Lease, Lessee agrees to pay, as additional rent, the sum of \$104.17 per month per additional antenna.
7. **Taxes.** Lessee shall pay any personal property taxes, use and occupancy taxes, and increases in real estate taxes, (except roll-back or similar taxes, including interest and penalties) directly attributable to Lessee's use and occupancy of the Premises and the Installation. Lessor shall provide evidence of such assessment within a timely manner.
8. **Insurance; Waiver of Subrogation.**
- (a) Lessee, at its sole cost and expense shall provide and maintain, during the Term of this Agreement and any Renewal Terms, comprehensive general liability insurance with combined single limit coverage of Three Million dollars (\$3,000,000). Lessee shall name Lessor as an additional insured on Lessee's insurance policy and provide Lessor with an insurance certificate prior to the Commencement Date. In addition, Lessee shall maintain worker's compensation insurance as required by applicable state law.
- (b) Lessee and Lessor release each other from any claims for damage to the Property or to Lessee's Installation covered and provided for in its own insurance policies carried by any of the parties which are in full force at the time of such claim and contain a clause to the effect that such release does not effect the policy or the insurer's right to recovery thereunder. Lessee and Lessor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damage covered by said insurance policies.
9. **Indemnification.** Lessor and Lessee 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 (a) 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 (b) a breach of any obligation of the indemnifying party under this Agreement; provided, however, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party.
10. **Right to Lease and Warranty of Title.** Lessor represents and warrants that: (1) Lessor has the sufficient right, title and interest in the Property to enter into this Agreement and to grant

Lessee its rights hereunder; (ii) Lessor has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the Property in fee simple and has the right to grant access to and use of the Premises; and (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of Premises.

11. **Termination.** Lessee may terminate this Agreement for the following reasons, without further liability, on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) Lessee's determination that the Premises are not appropriate for its operations for economic reasons or for technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibit Lessee's operations; and (v) Lessee's inability to obtain or maintain any required Approval for the construction and operation of its Installation, including where the inability is caused by engineering surveys or structural reports.
12. **Assignment.** Lessee shall have the right to assign or transfer its rights under this Agreement, to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent, subsidiary or affiliate of Lessee, controls or is controlled by or under common control with Lessee, is merged or consolidated with Lessee or purchases more than fifty percent (50%) ownership interest in or assets of Lessee to which the applicable agreement relates. In all other instances, Lessee shall obtain Lessor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed. Upon any such assignment, so long as lessee's assignee has assumed all of Lessee's obligations under this Agreement, Lessee shall be relieved of all future obligations under this Agreement.
13. **Default.** No event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Paragraph 15 (i) fails to pay any monetary obligation when due and does not cure such failure with ten (10) days after such notice or (ii) commits a material breach of its non-monetary obligations under this Agreement and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, the non-defaulting party shall have the right to terminate this Agreement after ten (10) days notice to the other party in accordance with Paragraph 15, provided the Default is not cured within said ten-day period.
14. **Collateral Assignment.** Lessor hereby (i) consents to the collateral assignment and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Lessee ("Lender"), whether now or hereafter existing, in and to the Installation and Lessee's right, title and interest in, to and under this Agreement; (ii) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Lessee and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (iii) agrees to recognize Lender as Lessee under this Agreement upon the written election of Lender so long as any existing default has been cured as provided hereunder. Lessor hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by Lessee in accordance with any security documents granted in favor of Lender, provided, however, such removal is in accordance with subparagraph 2(a) of this Agreement.
15. **Notices.** Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight

courier to the address of Lessee and Lessor as set forth above, and if to Lessee, with a copy to Pepper, Hamilton, & Scheetz, 1300 - 19th St. NW, Suite 700, Washington, DC 20036. Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

16. **Destruction or Condemnation.** If the Premises are damaged or destroyed by casualty or condemned such that Lessee is unable to operate its Installation, then at any time after such occurrence, but prior to restoration of the Premises, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.
17. **Amendment.** No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by Lessor and Lessee.
18. **Memorandum of Lease Agreement.** Lessor acknowledges and gives Lessee the right to file a Memorandum of Lease Agreement in the form attached hereto as Exhibit "C" in the county office where the Property is located. Should the Property be encumbered by any mortgage or deed of trust, Lessor shall make a good faith effort to obtain from mortgagees or trustees existing on the Effective Date, and shall obtain from subsequent mortgages or trustees, a non-disturbance and attornment agreement in favor of Lessee.
19. **Miscellaneous Lease Provisions.**
 - (a) This Agreement shall be governed by the laws of the state in which the Property is located.
 - (b) This Agreement, constituting the entire agreement and understanding between the parties, shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.
 - (c) Consent or approval of Lessor, where required, shall not be unreasonably withheld, delayed or denied.
 - (d) If any provision of this Agreement is deemed invalid or nonenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.
 - ~~(e) The "Effective Date" of this Agreement shall be the date on which this Agreement has been fully executed by and becomes binding on all of the parties hereto.~~
 - (f) Neither party, without the written consent of the other, shall disclose to any third party any of the terms or conditions of this Agreement, or any information provided during negotiation of this Agreement, other than as disclosed by recording of the Memorandum of Lease Agreement or as required by final order of a court of competent jurisdiction.
 - (g) Exhibits "A", "B" and "C" attached hereto, as well as addenda and riders identified below, are made a material part of this Agreement.

Addenda: _____
Riders: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LESSOR:

LESSEE: OMNIPPOINT COMMUNICATIONS
INC., a Delaware corporation

By: Thomas J. Fey

By: Richard Strom

Name: Thomas J. Fey

Name: Richard Strom

Title: VP - ALPHA BORO

Title: Technical Director

Date: 4/9/97

Date: 4/14/97

Tax ID No.: 22-6001634

Omnipoint

increase 3%/yr.

1997-10-9-15
1997-7-2007

4/1997 - 3/1998	\$7,500 = \$625/mo
4/98 - 3/99	-7,725 = 643.75
4/99 - 3/00	-7,950.75 = 663.07
4/2000 - 3/2001	-8,175.46 = 682.96
4/2001 - 3/2002	-8,401.33 = 703.45
4/2002 - 3/2003	-8,627.57 = 724.55
4/03 - 3/04	-8,955.41 = 746.29
4/04 - 3/05	-9,224.08 = 768.68
4/05 - 3/06	-9,500.81 = 791.74

4/06 - 3/07	-9,785.84 = 815.24
4/07 - 3/08	-10,079.42 = 839.96
4/08 - 3/09	-10,381.81 = 865.15
4/09 - 3/10	-10,693.27 = 891.11
4/10 - 3/11	-11,014.07 = 917.84
4/11 - 3/12	-11,344.50 = 945.38
4/12 - 3/13	-11,684.84 = 973.74
4/13 - 3/14	-12,035.39 = 1,002.95
4/14 - 3/15	-12,396.46 = 1,032.79
4/15 - 3/16	-12,768.36 = 1,064.04
4/16 - 3/17	-13,151.41 = 1,096.95
4/17 - 3/18	-13,545.96 = 1,128.83
4/18 - 3/19	-13,952.34 = 1,162.78
4/19 - 3/20	-14,370.91 = 1,197.58
4/20 - 3/21	-14,802.04 = 1,233.51
4/21 - 3/22	-15,246.11 = 1,270.51

1st of 5 yr.

2nd of 5 yr. renewal

3rd of 5 yr. renewal