

## WATER TANK LEASE WITH OPTION

THIS WATER TANK LEASE WITH OPTION ("Lease") is entered into by the TOWN OF ASHLAND, 101 Main Street, Ashland, MA 01721 (hereinafter referred to as "Town" or "Landlord") and OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation with its usual place of business at 4 Sylvan Way, Parsippany, NJ 07054 (hereinafter referred to as "Tenant").

1. **OPTION TO LEASE.** (a) In consideration of the payment of Twelve Hundred and no/100 Dollars (\$1,200.00) (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 a portion of the Water Tank located thereon ("Water Tank") 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 Twelve Hundred and no/100 Dollars (\$1,200.00)("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 any 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 variances, and 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 Premises deemed necessary or appropriate by Tenant to evaluate the suitability of the Premises for uses contemplated under this Lease. In connection with such evaluation, Tenant will be permitted to inspect any plans, and other records relating to the property in the possession of the Landlord. Tenant will be responsible for

determining the suitability of the Premises for its intended purposes, and agrees to indemnify the Town for any damage to the Property or to any person arising out of its inspection or testing of the Premises. Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 16 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant the use of that portion of the Water Tank and Property, together with non-exclusive easements for access and utilities, generally described and depicted in the attached Exhibit B (collectively referred to herein as the "Premises"). The Premises, located at 24 Water Tank Road, Ashland, MA 01721, comprises approximately 200 square feet. Tenant's location on the Water Tank shall be at 83 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 month in which the fifth annual anniversary of the Commencement Date occurs (the "Initial Term"). This Lease shall automatically renew for three additional five (5) year terms ("Renewal Terms") upon the same terms and conditions as set forth herein unless Tenant provides the Town with notice of its intention not to renew this Lease not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal 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 antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. **RENT.** Tenant shall pay Landlord, as rent, One Thousand Nine Hundred and no/100 Dollars (\$1,900.00) 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 at the address appearing in the first paragraph of this Lease. Rent will be increased on each annual anniversary of the Commencement Date, to an amount equal to the amount of the monthly installments of Rent payable during the preceding years increased by three per cent (3%). 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 refunded to Tenant.

**5. INTERFERENCE.** (a) Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord (including but not limited to Landlord's public safety equipment, whether federal, state or local) or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's. 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 operation of Tenant. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit or limit in any manner Landlord's proper use and operation of public safety equipment. In the event any such interference does not cease promptly, upon notice from the interfering party to the non-interfering party, 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.

(b) Tenant agrees that its use of the Premises will not interfere with use of the Property by the Town or by other lessees and will make such reasonable changes or modifications to its equipment as may be required to eliminate or minimize any such interference in accordance with the rules and regulations established by the FCC.

**6. IMPROVEMENTS / MAINTENANCE.** (a) The Tenant shall be responsible for the construction and installation of all equipment 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 Facility"), including necessary utility and telecommunications connections. Tenant shall have the right to alter, replace, expand, enhance and upgrade its Antenna Facility at any time during the term of this Lease.

(b) The Tenant shall be responsible for the maintenance and operational costs of the Antenna Facility.

(c) The Town makes no representations of any kind with respect to the Premises, its adequacy to support the equipment, or its appropriateness for the intended use. Tenant will be permitted to inspect any plans, and other records relating to the property in the possession of the Town, and will have access to the Property to make inspections, perform engineering surveys

and tests at its own expense and with the prior approval of the Town, such approval not to be unreasonably withheld, conditioned, or delayed, and otherwise to assure itself that the Premises will be suitable for the proposed use. Tenant will be responsible for determining the suitability of the Premises for its intended purposes, and agrees to indemnify the Town for any damage to the property of the Town or to any person arising out of its inspection or testing of the Premises.

(d) The Town shall have a right of access to the Premises at all times, to inspect the Antenna Facility, to take necessary actions to protect the property or persons on the Property, to enforce the terms of this Lease, or for any other purpose, provided that, except in the event of an emergency posing imminent risk of injury or death to persons or damage to property, in no event shall the Town touch or interfere with Tenant's Antenna Facility.

(e) 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, so long as Tenant is not in default beyond the expiration of any care period.

(f) Tenant shall not be permitted to begin construction or installation of equipment before obtaining all Governmental Approvals.

(g) Tenant shall obtain all necessary permits, licenses, and approvals (collectively, "Governmental Approvals") from the United States, the Commonwealth of Massachusetts, and the Town, necessary for the location and operation of its Antenna Facility at the Premises and shall furnish the Town with copies of all Governmental Approvals before commencing construction or installation of equipment at the Premises. The Tenant shall comply with all statutes, regulations and by-laws relating to the maintenance and operation of the Antenna Facility.

(h) Tenant, at its expense, may use any and all appropriate means of restricting access to the Premises leased by the Tenant, including, without limitation, the construction of a fence on the Premises.

7. **INSURANCE.** (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$5,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence, of which such limit may be achieved through a combination of a primary and excess or umbrella insurance policies; and (iii) Workers' Compensation Insurance as required by law. The Tenant

shall name the Town as an additional insured with respect to Tenant's commercial general liability coverage.

(c) Tenant warrants and covenants that throughout the term of this Lease, Tenant shall maintain insurance in the amounts and forms specified in this Section of this Lease. Tenant shall furnish the Town with a certificate of insurance indicating applicable coverage, which identifies the Town as an additional insured with regard to Tenant's commercial general liability coverage, prior to the Commencement Date and upon Landlord's reasonable written request thereafter.

**8. INDEMNIFICATION.** (a) Tenant agrees to indemnify, defend and hold the Town and its employees and officials harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs and expenses (including reasonable attorneys' fees and court costs) arising out of Tenant's lease or use of the Premises, including but not limited to the installation, use, maintenance, repair or removal of the Antenna Facility or the breach of any provision of this Lease, except to the extent attributable to the gross negligence or intentional misconduct of the Town, its employees, agents or independent contractors.

(b) Tenant shall indemnify, defend and hold harmless the Town, and any and all employees, or elected or appointed officials against any and all claims, whether acted upon prior to or during the term of this Agreement, arising from any persons or corporation who make claim against the Town, and/or any and all employees, and/or elected or appointed officials, for action arising from the Tenant's failure to fulfill obligations and perform their full due diligence, whether written or implied, to the person or corporation with which the Tenant had made agreements, or proposals, to locate on the property of the person or corporation making the claim. Such indemnification shall include any and all costs for the defense of such claim including reasonable attorney's fees.

(c) Tenant shall at all times comply with all laws and ordinances, and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use operation, and removal of improvements authorized herein, and shall fully indemnify the Town against any loss, cost or expense which may be sustained or incurred by the Town as a result of the installation, operation or removal of such improvements. Except for the acts of the Town and the Town's agents or employees, the Town shall not be liable to Tenant for any loss or damages arising out of personal injuries or property damages to the Premises.

Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 8 shall survive the expiration or termination of this Lease.

**9. NON-DISCRIMINATION.** Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical or mental handicap. Tenant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment. If a complaint or claim alleging violation by the Tenant of such statutes, rules, or regulations is presented, the Tenant agrees to cooperate in the investigation and disposition of complaint or claim. The Town shall impose such sanctions as it deems appropriate for noncompliance with this section.

**10. MAINTENANCE; UTILITIES.** (a) Tenant will keep and maintain the Antenna Facility in good condition, reasonable wear and tear and damage from the elements excepted; provided, however, if any such repair or maintenance is required due to the acts of the Town, its agents or employees, the Town shall reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to a condition which existed immediately prior thereto. The Town will maintain and repair the Property (other than the Premises) and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant in connection with the Antenna Facility. The Town will cooperate, at no cost to the Town, with Tenant in Tenant's efforts to obtain utilities from any location provided by the Town and/or the servicing utility company, including signing any license, permit or easement required by the utility company. The easements provided hereunder shall have the same term as this Lease.

**11. TERMINATION.**

(a) The Town may terminate this Lease immediately upon written notice to Tenant upon occurrence of any of the following:

(i) Failure by Tenant to pay any rent required hereunder when due, if such failure shall continue for more than ten (10) calendar days after delivery to Tenant of written notice of such failure to make timely payment; or

(ii) Failure by Tenant to comply with any material term, condition or covenant of Lease, or the failure to comply with any Governmental Approvals granted to Tenant, or its agents or assigns authorizing and permitting the intended use and/or structures

necessary thereto, other than the payment of Rent, if such failure is not cured within thirty (30) calendar days after written notice thereof to Tenant, or in the event of a cure which requires in excess of thirty (30) calendar days to complete, if Tenant has not commenced such cure within thirty (30) calendar days of such notice and is not diligently prosecuting said cure to completion or within such other time period to cure as set forth by any other governmental entity with jurisdiction over the Antenna Facility.

**(b)** Tenant may terminate this Lease immediately upon written notice to the Town, without further liability, upon occurrence of any of the following:

(i) If Tenant does not obtain Governmental Approvals or any easements required from any third party to operate the Antenna Facility, or if, through no fault of Tenant, despite Tenant's commercially reasonable efforts to maintain the same, any such approval is canceled, expires or is withdrawn or terminated. In no event shall commercially reasonable efforts require Tenant to appeal any adverse decision by a permit granting authority for such Governmental Approvals;

(ii) If the Town fails to have proper ownership of the Property or authority to enter into this Lease;

(iii) If Tenant reasonably determines that, based upon the Tests performed on Tenant's behalf at Tenant's sole cost, the Premises are unsuitable for Tenant's intended use;

(iv) The Town is in default under this Lease for a period of thirty (30) calendar days following receipt of notice from Tenant with respect to a default which may be cured solely by the payment of money;

(v) The Town is in default under this Lease for a period of thirty (30) calendar days following receipt of notice from Tenant with respect to a default which may not be cured solely by the payment of money or in the event of a cure which requires in excess of thirty (30) calendar days to complete, if Landlord has not commenced such cure within thirty (30) calendar days of such notice and is not diligently prosecuting said cure to completion; or

(f) After the Initial Term, if Tenant, for any other reason or no reason, in its sole discretion, elects to terminate this Lease.

Upon termination, all prepaid rent will be retained by the Town unless such termination is due to the Town's failure of proper ownership or authority, or such termination is a result of the Town's default. Upon termination pursuant to subsection (f)(b)(ii), (b)(iv) or (b)(v) above after the Commencement Date, then in addition to . In the Town's right to all prepaid rent, Tenant shall pay to the Town a termination fee equal to fifteen (15) times the monthly rental payment in effect on the date notice of such termination is given. In the event of termination under this Section 11, event of any termination of this Lease or the expiration of this Lease, Tenant will restore the Premises in accordance with the provisions of Section 14 below.

**12. WARRANTIES AND COVENANTS.** A. Tenant warrants and covenants that throughout the term of this Lease, Tenant shall maintain insurance in the amounts and forms specified in Section 7 of this Lease. In addition, Tenant shall furnish and maintain a Tenant's (construction) liability policy with a single combined limit of \$5,000,000 against claims arising out of and in connection to its construction activities on the Premises and Property. Tenant shall furnish the Town with a certificate indicating applicable coverage, which identifies the Town as an additional insured, prior to the Commencement of the Option Period and annually thereafter. Tenant shall maintain the Premises in a clean, safe and sanitary condition throughout the Lease Term.

Town represents and agrees (a) that the Town has received no notices that the Property (including the Premises), or any improvements located thereon, are in violation of any building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities; and (b) that Tenant is entitled to access to the Premises at all times and to the quiet possession of the Premises throughout the Term (including any renewals or extensions) so long as Tenant is not in default beyond the expiration of any cure period.

**13. SURRENDER.** (a) Within thirty (30) days following expiration or earlier termination of this Lease, Tenant shall remove all its personal property and equipment installed at the Premises, and shall remove any accessory structure erected by it at the Premises, including any utility connections, and shall restore the Premises to substantially the condition existing on the Commencement Date, ordinary wear and tear and casualty loss excepted.

(b) Tenant shall, on or prior to the Commencement Date of the Lease, provide the Town with a bond in favor of the Town in the amount of Five Thousand and no/100 dollars (\$5,000.00) from a bond company duly licensed to do business in the Commonwealth of Massachusetts in

favor of Landlord (the "Bond"). The Bond shall secure Tenant's removal of its equipment from the Premises following the expiration or earlier termination of the Lease and the completion of the restoration of the Premises pursuant to the terms herein.

**14. ASSIGNMENT AND SUBLETTING.** (a) Tenant shall not assign, sublet or otherwise transfer, encumber or grant any security interest in all or any part of Tenant interest in this Lease without prior written consent of the Town and shall not allow any other party to share or use the Antenna Facility or construct another Antenna Facility without prior written consent of the Town

**15. NOTICES AND OTHER COMMUNICATIONS.** Every notice required by this Lease shall be delivered by postage prepaid, return receipt requested certified mail or by nationally recognized courier service addressed to the party for whom intended at the address set forth below or at such other address as the intended recipient shall have designated by written notice. Any notice shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier.

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 38<sup>th</sup> Street  
Bellevue, WA 98006

With a copy to: Attn: Legal Dept.

If to Landlord, to:

Town of Ashland  
Attn: \_\_\_\_\_  
101 Main Street  
Ashland, MA 01721

With a copy to:

**16. HAZARDOUS SUBSTANCES.** The Town represents that it has received no notice of any violations of applicable federal, state or local laws or regulations with respect to the presence of any substance, chemical or waste, oil or hazardous material (collectively, "Hazardous Substance") on the Premises or Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant agrees that it will not use, generate,

store or dispose of any Hazardous Substance on, under, about or within the Premises in violation of any law or regulation. The Town hereby agrees that it will not use, generate, store or dispose of nor permit the use, generation, storage or disposal of any Hazardous Substance on, under, about or within the Premises or Property in violation of any law or regulation Section 17 shall survive the termination or expiration of this Lease.

17. **WAIVERS.** Any waiver of any right under this Lease must be in writing and signed 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 or any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

18. **REQUEST FOR PROPOSAL.** All of the terms and conditions of the Town's request for Proposal and the Tenant's response thereto are incorporated by reference into Lease.

19. **WRITTEN AGREEMENT TO GOVERN.** This Lease is the entire understanding between the parties relating to the subjects it covers and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease.

20. **MEMORANDUM OF LEASE.** Neither party shall record this Lease or any copy thereof; provided, if requested by Tenant, the Town agrees to promptly execute and deliver a recordable Memorandum of Lease in the form attached hereto as Exhibit D, which such Memorandum may be recorded by Tenant.

21. **FORCE MAJEURE.** If by reason of *force majeure*, either party is unable in whole or in part to carry out any of its obligations under this Lease, said party shall not be deemed in violation or default under this Lease as a result of such an inability during the continuance of such inability, and the time otherwise specified for performance of the subject obligation shall be extended by the actual period of delay caused by the *force majeure* event. The subject party must, however, complete the subject obligation by such time as so extended. The foregoing shall not apply, and there shall be no such extensions, for failure to pay any required amounts under this Lease when due or to obtain and maintain any insurance required under this Lease by and during the time specified. The term "*force majeure*" as used herein shall mean the following: acts of God; acts of public enemies; shortage of materials; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or of their departments, agencies, political subdivisions, or officials or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms;

floods; washouts; weather that makes construction of the Tower impractical; droughts; arrest; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not within the control of the disabled party.

**22. TENANT'S CERTIFICATIONS.** Tenant warrants the continuing truth, accuracy and completeness of the following certifications previously filed with the Town in connection with the Request for Proposals issued for the Property, copies of which are attached hereto as Exhibit C: Certificate of Taxes/Tax Attestation and Certificate of Non-Collusion.

**23. MISCELLANEOUS.** (a) 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.

(b) 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 2 may be recorded in place of this Lease by Tenant.

(d) This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

(e) 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.

(f) 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.

(g) 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.

(h) All Exhibits referred to herein 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, Exhibit A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(i) 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.

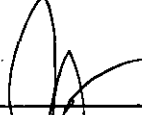
(j) Water Tank Marking and Lighting Requirements. Tenant shall be responsible for compliance with all Water Tank marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC related to the Antenna Facility. Tenant shall indemnify Landlord and hold Landlord harmless from any fines or other liabilities caused by Tenant's failure to comply with such requirements. Should Landlord be cited by either the FCC or FAA because the Water Tank is not in compliance due to the presence of the Antenna Facility and, should Tenant fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Landlord may either terminate this Lease immediately on notice to Tenant or proceed to cure the conditions of noncompliance at Tenant's expense.

IN WITNESS WHEREOF, the effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

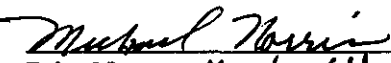
WITNESS/ATTEST

  
Print Name: Susan Roble

TOWN OF ASHLAND

  
John Petrin  
Town Manager  
Date: 2/13/08

WITNESS/ATTEST

  
Print Name: Michael Norris

OMNIPOINT COMMUNICATIONS, INC.


  
Anne Patrick  
Area Director  
Date: 2/7/08

EXHIBIT A

Legal Description

Site Name: Tower Road Watertank RFP  
Site Number: 4BN0138A

Page 1 of 1

Beginning at a stake at the southwesterly corner of the premises, said stake being S 14°-00'E forty and seventy-nine (40.79) feet from a stake in the westerly line of said premises and at the easterly end of the southerly side of a proposed road leading from said premises to Homer Avenue, later described under this instrument, thence by land of L. Walter Leach, grantor N. 14°-00'W 200 feet to a stake at the northerly corner of said premises; thence at right angle N. 76°-00'E by land of said grantor 200 feet to a stake at the northeasterly corner of said premises; thence S. 14°-00'E by land of said Leach 200 feet to a stake at the southeasterly corner of said premises; thence S 76°-00'W by land of grantor 200 feet to a stake at the point of beginning, containin 40,000 square feet

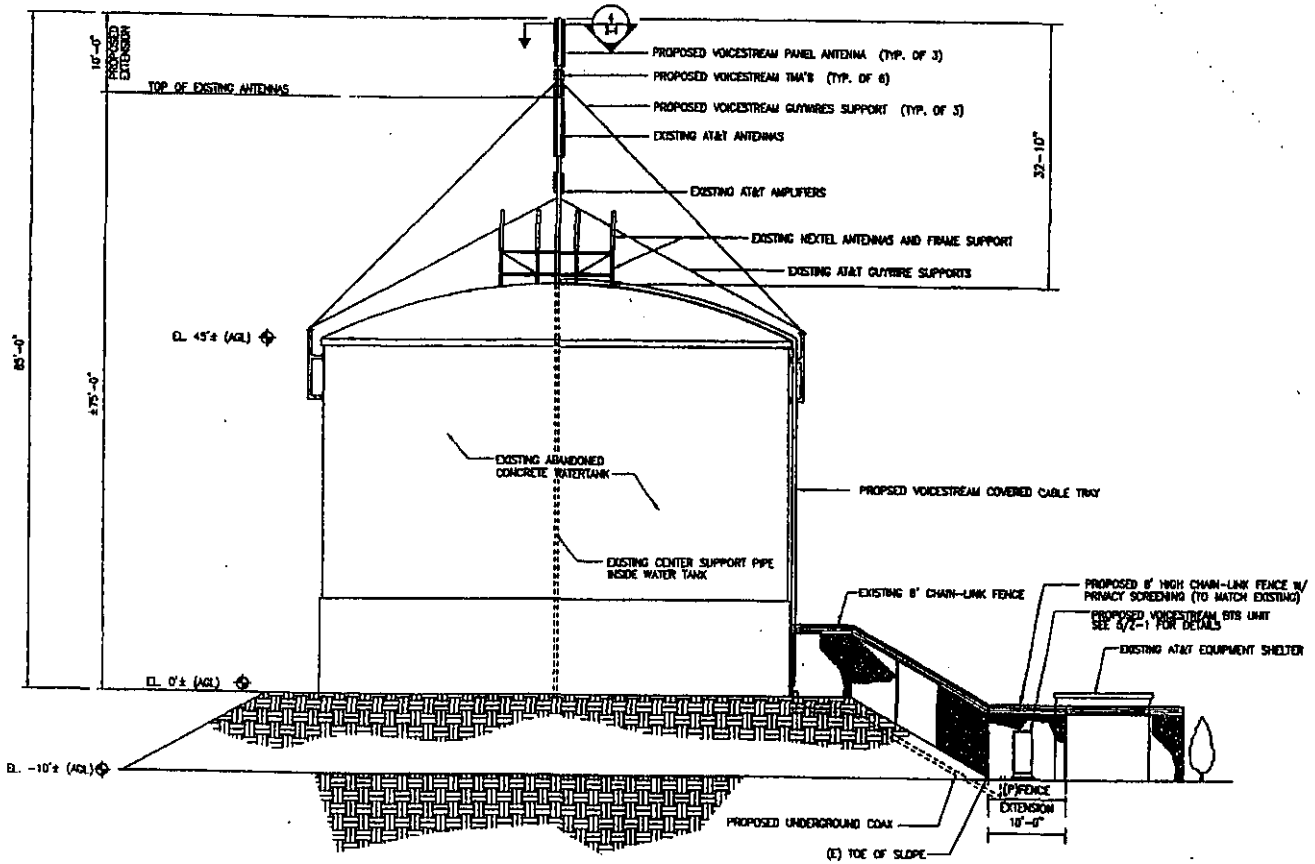
**EXHIBIT B**

**Plans**

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

**NOTE:**

PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPPOINT HOLDINGS, 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 HOLDINGS, INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.



**ELEVATION**

RF APPROVED: \_\_\_\_\_

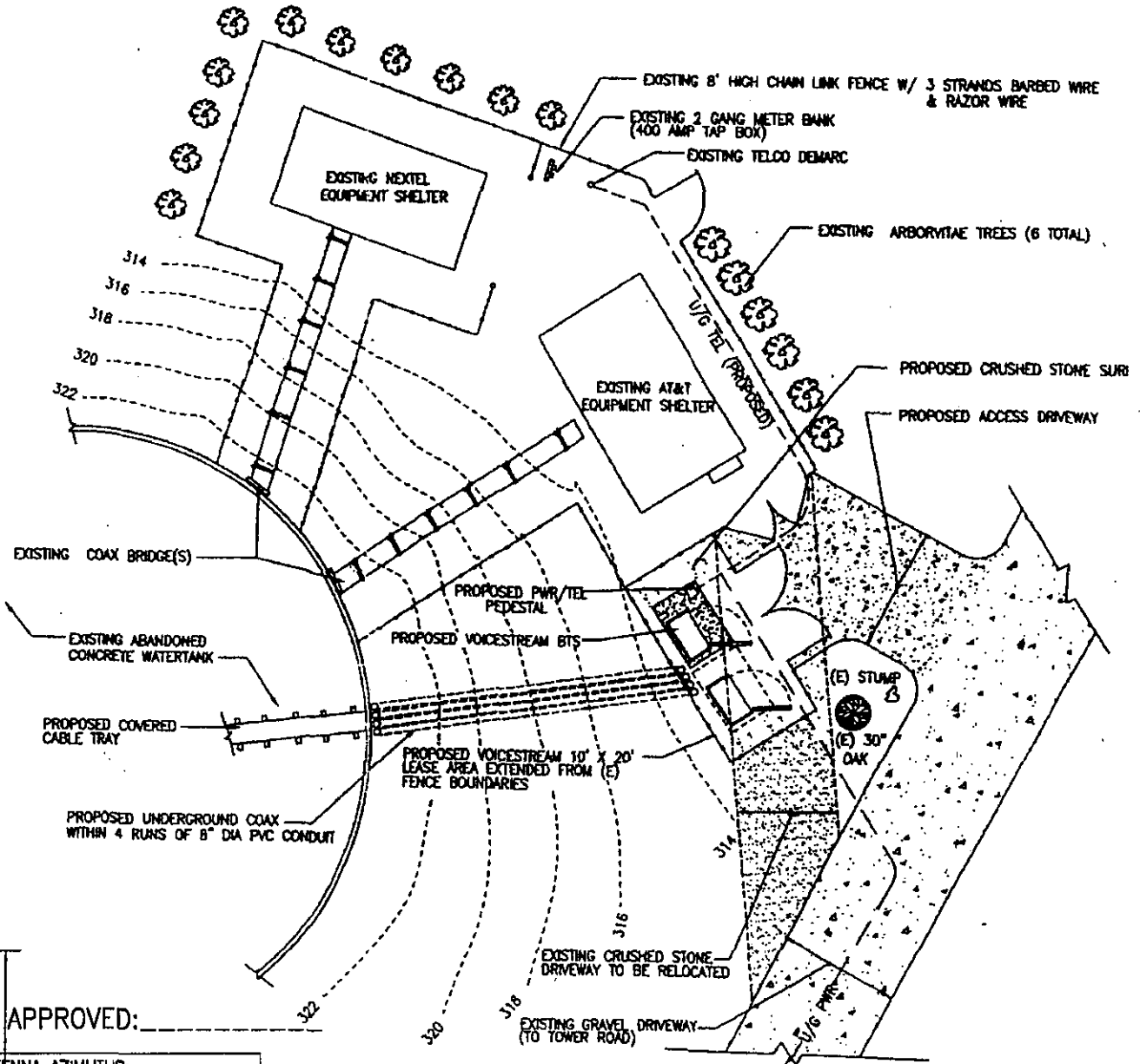
ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPPOINT HOLDING, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

NOTE: ALL EXISTING EQUIPMENT NOT SHOWN FOR CLARITY.

<b>SITE NO:</b> 4BN-0138-A <b>SITE NAME:</b> TOWER ROAD WATER TANK <b>ADDRESS:</b> 24 TOWER ROAD ASHLAND, MA 01721	OMNIPPOINT COMMUNICATIONS, INC. 50 VISION BOULEVARD EAST PROVIDENCE, RI 02914	SITE TYPE: WATER TANK RAW LAND	DATE: 5/2/06
	OMNIPPOINT COMMUNICATIONS, INC. 100 FILLEY STREET BLOOMFIELD, CT 06002	DRAWN BY: SNA	SCALE: NTS

001

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



RF APPROVED: \_\_\_\_\_

ANTENNA AZIMUTHS:

- SECTOR A= 0
- SECTOR B= 120
- SECTOR C= 240

# ENLARGED SITE PLAN



*agj*

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

**SITE NO:** 4BN-0138-A  
**SITE NAME:** TOWER ROAD WATER TANK  
**ADDRESS:** 24 TOWER ROAD  
 ASHLAND, MA 01721

OMNIPONT COMMUNICATIONS, INC.  
 50 VISION BOULEVARD  
 EAST PROVIDENCE, RI 02914  
 OMNIPONT COMMUNICATIONS, INC.  
 100 FILLEY STREET  
 BLOOMFIELD, CT 06002

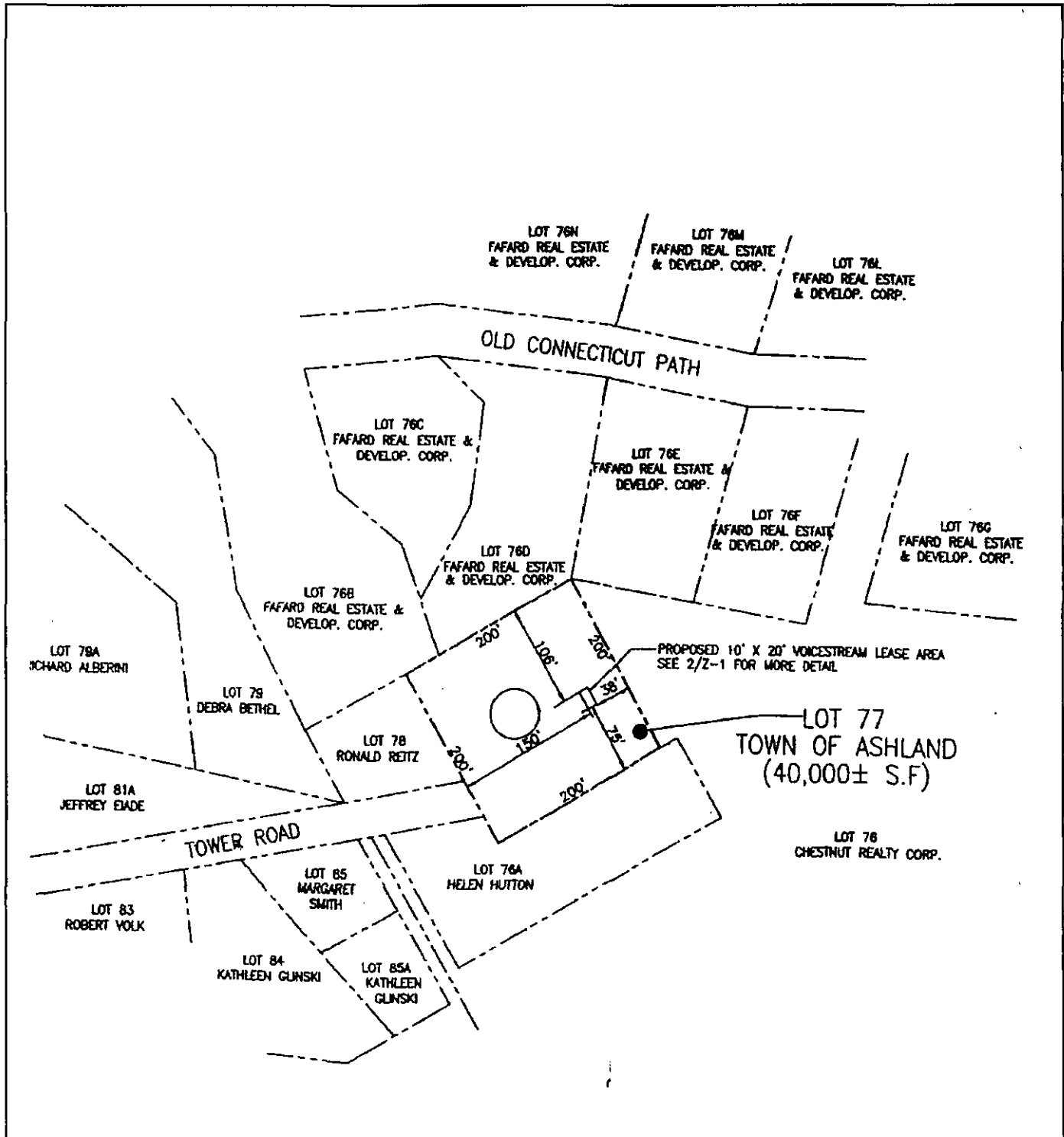
SITE TYPE: WATER TANK  
 RAW LAND

DATE:  
 5/2/06

DRAWN BY: SNA

SCALE: NTS

OCA



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

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

**SITE PLAN**

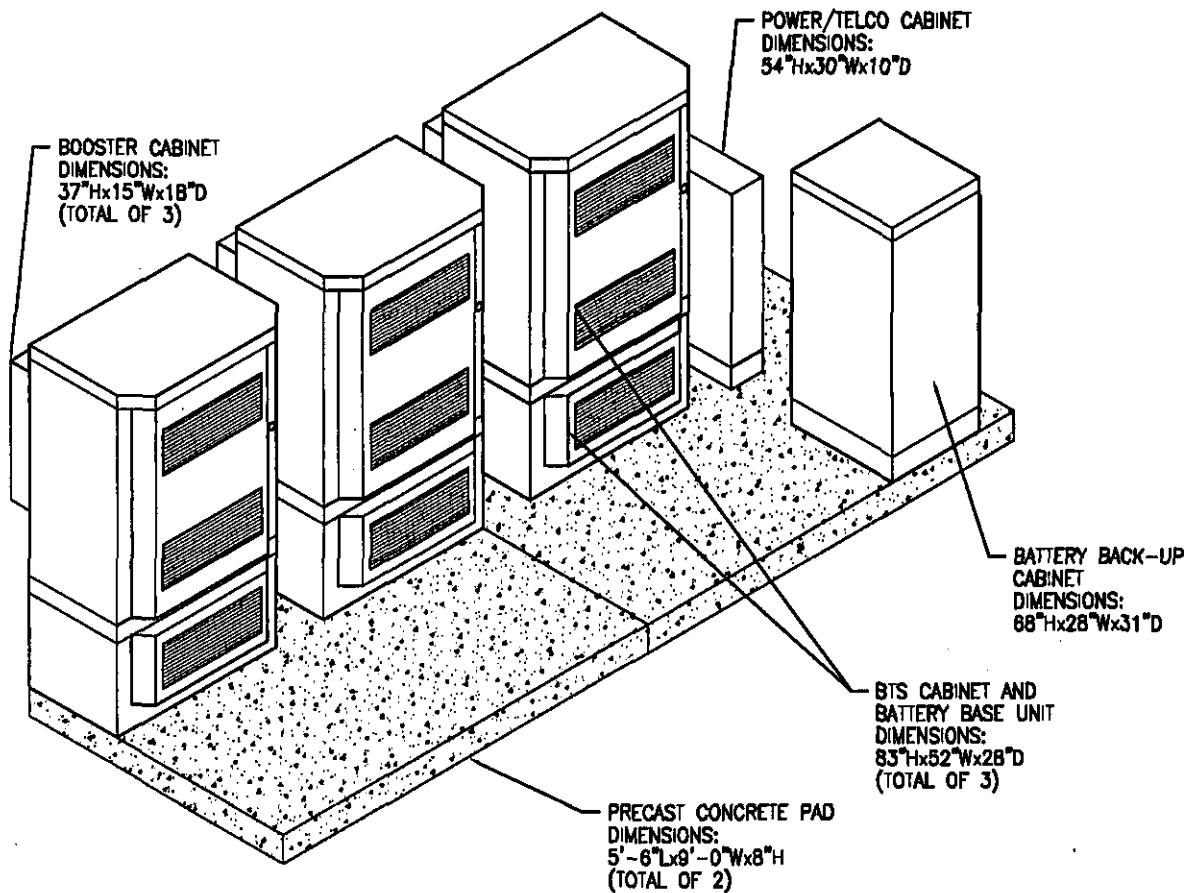
APPROX. NORTH



*ap*

<b>SITE NO:</b> 4BN-0138-A <b>SITE NAME:</b> TOWER ROAD WATER TANK <b>ADDRESS:</b> 24 TOWER ROAD ASHLAND, MA 01721	■ OMNIPONT COMMUNICATIONS, INC. 50 VISION BOULEVARD EAST PROVIDENCE, RI 02914 □ OMNIPONT COMMUNICATIONS, INC. 100 FILLEY STREET BLEDHOFFIELD, CT 06002	SITE TYPE: WATER TANK RAW LAND	DATE: 5/2/06
		DRAWN BY: SNA	SCALE: NTS

001



**TYPICAL EQUIPMENT LAYOUT - 10'x20' LEASE AREA**

SCALE: NTS

**SITE NO:** 4BN-0138-A  
**SITE NAME:** TOWER ROAD WATER TANK  
**ADDRESS:** 24 TOWER ROAD  
 ASHLAND, MA 01721

OMNIPONT COMMUNICATIONS, INC.  
 50 VISION BOULEVARD  
 EAST PROVIDENCE, RI 02914  
 OMNIPONT COMMUNICATIONS, INC.  
 100 FILLEY STREET  
 BLOOMFIELD, CT 06002

**SITE TYPE:** WATER TANK  
 RAW LAND

**DATE:** 5/2/06

**DRAWN BY:** SNA

**SCALE:** NTS

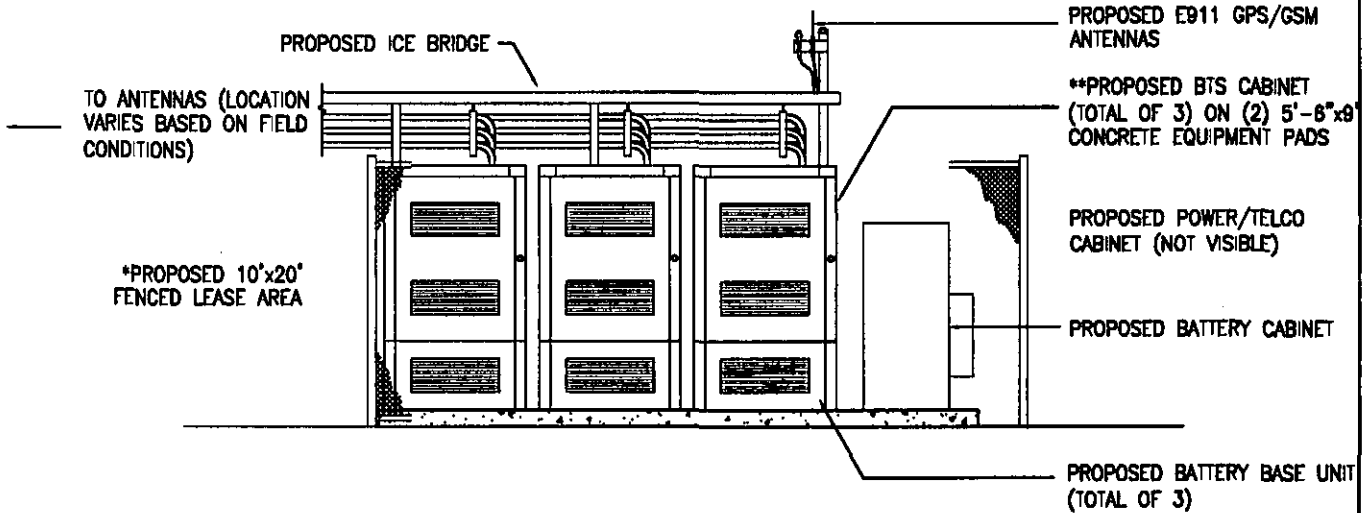
OCI

**NOTE:**

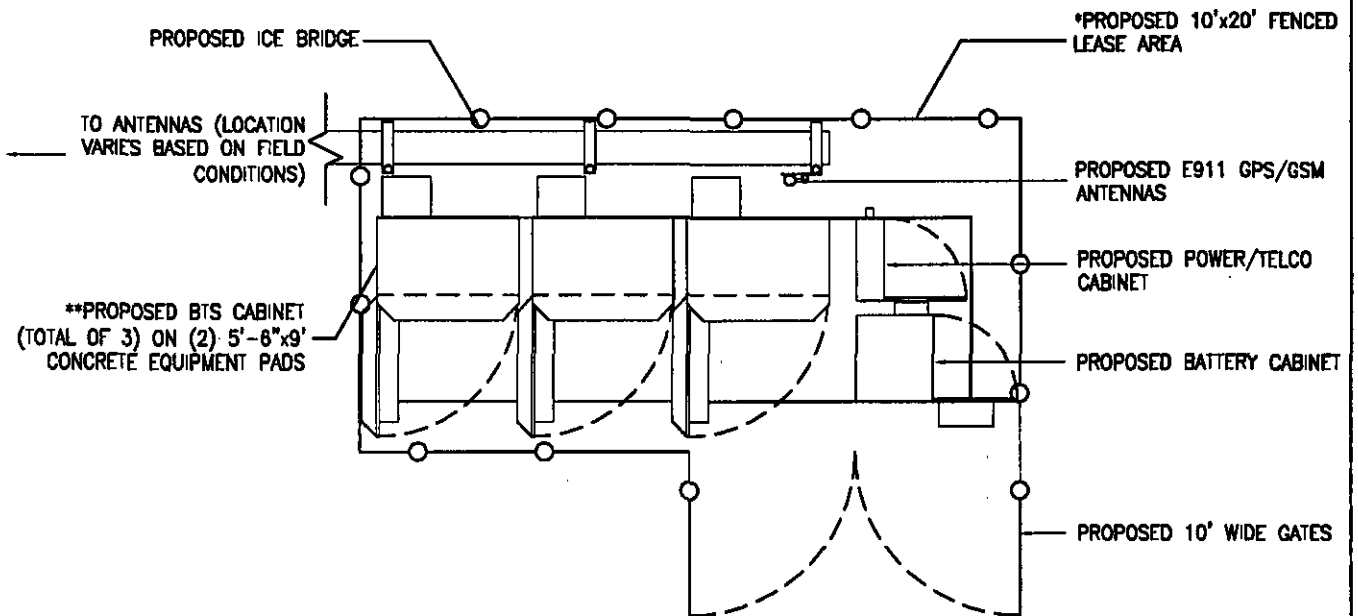
PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. LESSEE/LICENSEE IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS.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

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

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



**TYPICAL ELEVATION VIEW - 10'x20' LEASE AREA**



**TYPICAL PLAN VIEW - 10'x20' LEASE AREA**

SCALE: NTS

**SITE NO:** 4BN-0138-A  
**SITE NAME:** TOWER ROAD WATER TANK  
**ADDRESS:** 24 TOWER ROAD  
 ASHLAND, MA 01721

■ OMNIPPOINT COMMUNICATIONS, INC.  
 50 VISION BOULEVARD  
 EAST PROVIDENCE, RI 02914  
 □ OMNIPPOINT COMMUNICATIONS, INC.  
 100 FILLEY STREET  
 BLOOMFIELD, CT 06002

**SITE TYPE:** WATER TANK  
 RAW LAND

**DATE:**  
 5/2/06

**DRAWN BY:** SNA

**SCALE:** NTS

061

**EXHIBIT C**

**Tenant's Certifications**

[Attach copies of executed Certificate of Taxes/Tax Attestation and Certificate of Non-Collusion.]

**CERTIFICATE OF TAXES/TAX ATTESTATION**

Pursuant to M.G.L. Chapter 62C, § 49A, I certify under penalties of perjury, Omnipoint Communications, Inc., a corporation, and any and all parties to this proposal, have filed all state tax returns and paid all state taxes required by law and have complied with the laws of the Commonwealth of Massachusetts relating to reporting of employees and contractors and withholding and remitting of child support.

Federal Tax Identification Number: 51-0345939

  
\_\_\_\_\_  
Anne Patrick  
Area Director of Omnipoint Communications, Inc.

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid, or proposal, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Anne Patricia  
Name

2/7/08  
Date

**EXHIBIT D**

**MEMORANDUM OF LEASE AGREEMENT**

SITE NUMBER: 4BN0138A  
SITE NAME: TOWER ROAD WT  
MARKET: NEW ENGLAND

**Memorandum of Lease Agreement**

A Water Tank Lease with Option (the "Lease") by and between Town of Ashland, a Massachusetts municipality ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the following property:

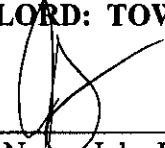
See Attached Exhibit "A" incorporated herein for all purposes

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 ("Option 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 three (3) 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: TOWN OF ASHLAND**

By:  \_\_\_\_\_  
Printed Name: John Petrin  
Its: Town Manager  
Date: 2/13/08

**TENANT: OMNIPOINT COMMUNICATIONS, INC.**

By:  \_\_\_\_\_  
Printed Name: Anne Patrick  
Its: Area Director  
Date: 2/7/08

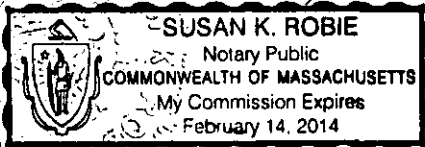
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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 13<sup>th</sup> day of February, 2008, before me, the undersigned notary public, personally appeared John Petrin, proved to me through satisfactory evidence of identification, which were personally known (source of identification) to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

(AFFIX NOTARIAL SEAL)



Susan K Robie  
Notary Public:  
Print Name Susan K Robie  
My Commission Expires: 2/14/14

COMMONWEALTH OF MASSACHUSETTS

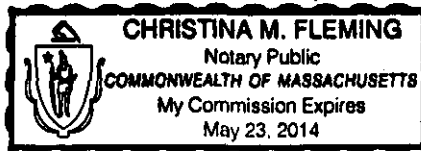
COUNTY OF BRISTOL

On this 7<sup>th</sup> day of February, 2008, before me, the undersigned notary public, personally appeared Anne Patrick, proved to me through satisfactory evidence of identification, which were personally known to me to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that she signed it voluntarily for its stated purpose.

(AFFIX NOTARIAL SEAL)



Christina M. Fleming  
Notary Public:  
My Commission Expires:



Memorandum of Lease Exhibit A  
Legal Description

The Property is legally described as follows:

Site Name: Tower Road Watertank RFP  
Site Number: 4BN0138A

Page 1 of 1

Beginning at a stake at the southwesterly corner of the premises, said stake being S 14°-00'E forty and seventy-nine (40.79) feet from a stake in the westerly line of said premises and at the easterly end of the southerly side of a proposed road leading from said premises to Homer Avenue, later described under this instrument, thence by land of L. Walter Leach, grantor N. 14°-00'W 200 feet to a stake at the northerly corner of said premises; thence at right angle N. 76°-00'E by land of said grantor 200 feet to a stake at the northeasterly corner of said premises; thence S. 14°-00'E by land of said Leach 200 feet to a stake at the southeasterly corner of said premises; thence S 76°-00'W by land of grantor 200 feet to a stake at the point of beginning, containin 40,000 square feet