EXHIBIT A
(Rooftop Lease dated May 28, 2002)

ROOFTOP LEASE

THIS ROOFTOP LEASE (this "Lease") is by and between Theodore Rose ("Landlord") and Omnipoint Facilities Network 2, LLC, a Limited Liability Company ("Tenant").

1. Premises.

- (a) Subject to the following terms and conditions, Landlord leases to Tenant a certain portion of the real property (the "Property") described in attached Exhibit A. sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").
- (b) 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 appointing Tenant at agent for 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, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent.
- (c) The Premises, located at 70 Park Ave., Staten Island, New York, comprises approximately
 Two Hundred Square Peet (200). Notwithstanding anything contained herein to the contrary, the Premises, as defined, shall
 include, but not be limited to, the following: cable runs and associated cable trays from the base transcelver station(s) (also
 referred to as the BTS) and the installation of power, telephone and other utility service cables.
- 2. Term. The initial term of the Lease shall be Ten (10) years commencing on the date of Tenant's receipt of a Building Permit for the construction of the Antenna Pacilities on the Premises (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").
- 3. <u>Permitted Use</u>. 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, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.
- 4. Rent. Tenant shall pay Landlord, as rent, One Thousand Three Hundred and no 100 dollars (\$1,300.00) per month ("Rent"). On each anniversary of the Commencement Date during the Term or any renewal year, Rent shall increase by three percent (3%) of the base Rent for the previous twelve (12) months Rent shall be payable in advance beginning on the Commencement Date prorated for the remainder of the month in which the commencement Date falls and thereafter Rent will be payable in advance beginning on the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to at Landlord's address specified in Section 12. If this Lesse 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 Three (3) additional, Five (5)-year terms (each a "Renewal Term"). Each renewal Term shall be on the same terms and conditions as set forth herein, except the rent shall be increased by three (3%) of the rent paid over the preceding year. 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 sixty (60) 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 the Lease or any Renewal Term. If Tenant shall remain 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 ilcensees 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, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall have the right to alter, replace, expand, enhance or 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 not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. 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. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building. 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 an easement 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, which include, but are 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 ("Access") at all times during the Initial Term of this Lease and any Renewal Term.
- 8. <u>Termination</u>. 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 that thirty (30) day period;
- (b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, 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 ninety (90) days' written notice by Tenant if the Property, the Building or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

Site Number: SI-DS-464a Site Name: Ann St. Market: MY Metro

(d) immediately upon written notice by Tenant if the Building 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

(c) 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. <u>Default and Right to Cure</u>. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at faw or in equity, either 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 (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.
- 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 are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessments that 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: 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,

- (a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain,
- (b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- 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:

Voicestream Wireless Corporation 12920 SE 38th Street Bellevue, WA 98006 Attn: PCS Lease Administrator With a copy to: Attn: Legal Dept.

With a copy to:

Omnipoint Facilities Network 2, LLC C/o Omnipoint Communications, Inc. 360 Newark Pompton Turnpike Wayne, New Jersey 07670 Attn: Lease Administration Manager If to Landlord, to:

With a copy to:

Theodore Rose 85 Prospect Street Staten Island, NY 10304

- 13. Ouist Enjoyment, Title and Authority. Landford covenants and warrants to Tenant that (i) Landford has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Building 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 Landford Landford 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 of this Lease. 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 Subjessing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements to any person or husiness entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolian 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 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, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

- 16. <u>Successors and Assigns</u>. 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 Mortgagees 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 Mortgagee's sole discretion and without Landlord's consent.

Site Number: Site Name: Marker SI-05-464a Ann St. NY Maine

Ву:	the fire
Printed Name:	Theodore Rose
lts: ,	- Dwner '
Date:	5 24 02
•	
TENANT:	Omnipoint Facilities Network 2, LLC by its agent,
	Omnipoint Communications, Inc.
By:	Homand platonan
Printed Name:	- Augustian Grant Comment
	5/20/02
Its: Date:	5/28/02

LANDLORD: Theodore Rose

EXHIBIT A'
Legal Description

The Property is legally described as follows:

party of the second part,

WITHERSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, give or parcel of land, with the buildings and improvements thereon erected, sinuse, lying and being in the former Village of Port Richmond, former Town of North-tield, now the Third Ward of the Borough and County of Richmond, in the City and State of New York, known and distinguished as parts of certain map filed in the office of the Clerk of the County of Richmond on June 29th, 1838, as Map No. 20, and known as the map of "Property Town of Northfield" said parts of lots taken together being bounded.

BEGINNING at the corner formed by the intersection of the westerly side of Park Avenue (formerly called Mersereau Street and later called Broadway) with the northerly line of Ann Street; running thence westerly along the said northerly line of Ann Street; running thence westerly land now or formerly of Horatio J. Sharrett; thence along that land northerly, parellel to the westerly side of Park Avenue 50 feat to lot numbered 23, now or formerly owned by John G. Swein's neits; thence running desterly along that lot 102 feet 6 inches to the westerly line of Park Avenue; thence southerly along the westerly side of Park Avenue, 50 feat to the point or place of BEGINNING.

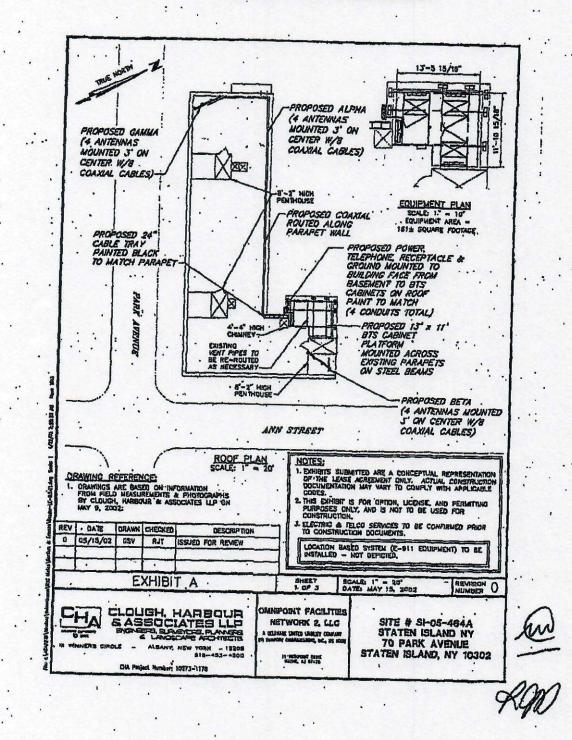
IT is intended to describe promises known as 70 Park Avenue, 81 and 85 Ann Street, Staten Island, New York,

Ago:

Site Number: SI-03-464A
Site Nume: 70 Park Ave.
Market: NY Metro

EXHIBIT B

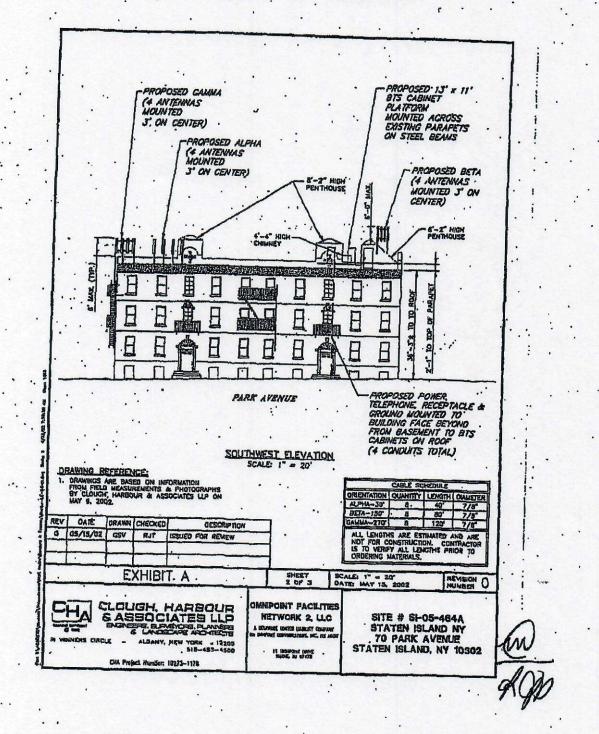
The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



Site Number: Site Name: Market: SI-05-464A 70 Park Avc. NY Metro

EXHIBIT B

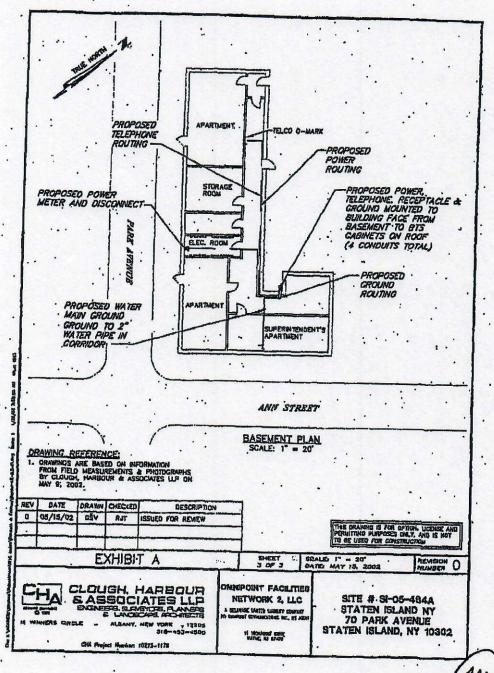
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Site Number: Site Name: Market: SI-05-464A 70 Park Ave. NY Metro

EXHIBIT B

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Site Number: Site Name:

SI-05-464A 70 Park Ave.