

## OWNER AUTHORIZATION AGREEMENT ("OAA")

Market: Seattle  
Site Number: SE 4012 RRI #7304 formerly #572  
Site Name: SeaTac/Red Roof Inn  
Site Address: 16838 International Blvd.  
Seattle, Washington 98188

Re: Property described as: **SeaTac Red Roof Inn** (the "Property") and ACCOR ECONOMY LODGING, INC. is the owner of the Property (the "Owner") and has the authority to enter into a lease agreement with VoiceStream PCS III Corporation ("VoiceStream") concerning the portion of the Property that VoiceStream seeks to occupy.

Owner hereby grants VoiceStream and its agents a revocable right to enter the Property to perform any reasonable tests that VoiceStream deems desirable to determine the feasibility of constructing and operating its communications facility upon the Property, including but not limited to 1) radio frequency testing; 2) soils testing; 3) on-site feasibility assessment; and 4) filing of zoning applications (the "Access Right"). The term of this OAA shall be for sixty (60) days commencing January 22, 2002, and terminating on March 21, 2002 (the "Term"). Upon the expiration, or earlier termination of this OAA as outlined herein, this OAA shall be terminated and of no further force or effect.

Owner may revoke the Access Right and terminate this OAA at any time during the Term by delivering written notice to VoiceStream by certified mail, return receipt requested, at the following address:

VoiceStream PCS III Corporation  
Attn: Leasing Administrator  
12920 SE 38<sup>th</sup> St  
Bellevue, WA 98006

This notice will be effective three (3) days after actual receipt by VoiceStream, provided, however, that VoiceStream may still enter the Property to remove any equipment it has placed there at VoiceStream's sole cost and expense. In the event any equipment of VoiceStream's is not removed by VoiceStream within thirty (30) days after the expiration or earlier termination of this OAA the equipment shall be removed and disposed of by Owner with no further liability therefore by Owner to VoiceStream for the cost or value of the equipment. Owner shall charge the reasonable costs incurred in the removal and disposal of the equipment from the Property to VoiceStream. VoiceStream shall remit to Owner in full within thirty (30) days after receiving a written invoice from Owner the reasonable costs incurred by Owner in conjunction with Owner's removal of the equipment.

VoiceStream agrees to be responsible for any and all costs related to this OAA and/or the Access Right. VoiceStream agrees to repair any damage to the Property caused by VoiceStream's use of the Access Right. VoiceStream further agrees to indemnify, defend and hold Owner harmless from and against any and all damages, losses and expenses arising out of or resulting from any claim, action or other proceeding that is based upon any negligent act or omission or willful misconduct of VoiceStream or its employees or agents, arising in connection with the Access Right. Furthermore, prior to entering the Property for any reason, VoiceStream shall provide Owner with a commercial general liability insurance certificate with the following insurance coverages, amounts and limits:

General Liability Insurance	\$2,000,000.00 per single occurrence \$5,000,000.00 aggregate
Automobile Liability Insurance	\$1,000,00 per single occurrence

Worker's Compensation Insurance

\$1,000,00 per single occurrence

VoiceStream's insurance certificate shall name Owner as an insured as well as Red Roof Inns, Inc., as an additional insured. VoiceStream shall require all contractors and subcontractors working on its behalf prior to entering the Property for any reason to furnish a certificate of insurance to Owner with the same insurance coverages and minimum limits as well as in compliance with the same terms and conditions as outlined in this OAA.

OTHER THAN THIS OAA, EACH PARTY ACKNOWLEDGES THAT THE OTHER HAS MADE NO REPRESENTATIONS OR COMMITMENTS THAT A LEASE OR LICENSE AGREEMENT CONCERNING THE PROPERTY WILL BE ENTERED INTO IN THE FUTURE.

VOICESTREAM PCS III CORPORATION

OWNER

By: Eric A Shivers  
Name: ERIC A SHIVERS  
Its: AREA Dev. Mgr.  
Date: 2-4, 2002

By: Mark Workman  
Name: Mark Workman  
Its: RVPD  
Date: 1-24, 2002  
Address: ACCOR Economy Lodging, Inc.  
14651 Dallas Parkway, Suite 500  
Dallas, TX 75254