

SITE ACCESS TELECOMMUNICATIONS LEASE

This Site Access Telecommunications Lease (this "**Lease**") is entered into as of July 1, 2002 (the "**Effective Date**") by and between Accor Economy Lodging, Inc., ("**Landlord**"), and VoiceStream PCS III Corporation, a Delaware corporation ("**Tenant**").

RECITALS

A. Tenant is a telecommunications provider that desires to construct, install, operate, repair, replace, remove and maintain the "Telecommunication Devices", as that term is defined in **Section 1.2** below, at the location designated by Landlord (the "**Site**") of that certain premises located at 16838 International Blvd., Seattle, Washington 98188 (the "**Premises**") under the conditions described herein.

B. Tenant represents and warrants to Landlord that Tenant is duly licensed and authorized by any applicable governmental agencies to construct, install, operate, repair, replace, remove and maintain the Telecommunication Devices at the Site, and shall continue to remain duly licensed for the Term of this Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

1. Lease of Site.

1.1 Site. The Site shall consist of those areas at the Site set forth in **Schedule "A"** attached hereto, or, if not specifically set forth in **Schedule "A"**, as designated by Landlord in its sole reasonable discretion. Tenant shall have the right to use the Site for the purposes set forth in **Section 4**, below.

1.2 Telecommunication Devices. Tenant shall directly pay for all costs in connection with the construction, installation, operation, maintenance, repair, replacement, removal and insurance of the Telecommunication Devices and the Site. The "Telecommunication Devices" shall consist of **three (3) sectors (pole or wall mounts) with one (1) antenna per sector (each antenna shall not exceed 72" in height by 12" wide by 4" deep)**, and related telecommunications equipment contained within three (3) outdoor equipment cabinets not to exceed a combined footprint of 12' x 12', together with all telecommunications conduits, devices, electrical, coaxial and other related connections, as more particularly set forth on **Schedule "B"** attached hereto. Tenant's installation of any particular item of equipment or

related connection not specifically set forth in Schedule "B" shall be subject to Landlord's prior written approval, which may be withheld in Landlord's sole discretion. During the Term, Tenant, its agents, employees and contractors, will have the right of access to the Telecommunication Devices and the Site, upon prior written notice to Landlord, given at least two (2) business days, or any shorter time period as Landlord may allow in advance, except in the event of an emergency, or as necessary to avoid and/or cure any interruption in service, in which case no advance notice shall be required.

2. Term of Lease. The Term of this Lease (the "**Term**") shall be for ten (10) years, commencing on September 1, 2002 (the "**Commencement Date**") and continuing in effect until August 31, 2012 (the "**Expiration Date**"). Tenant shall have the option to extend the Term for one (1) successive five (5) year period (the "**Renewal Term**") on the same terms and conditions as set forth herein. The Renewal Term shall automatically begin unless Tenant shall give Landlord written notice of its intention not to renew this Lease, or Landlord has given Tenant written notice of its intention not to renew this Lease, at least sixty (60) days prior to the expiration of the initial Term, as the case may be.

3. Payments due by Tenant.

3.1 Base Rent. During the Term, Tenant shall pay to Landlord Base Rent (the "**Base Rent**") in an initial amount equal to seven hundred fifty dollars (\$750.00) per month. Such Base Rent shall be due and payable on a monthly basis in advance on or before the fifth (5th) day of each and every calendar month during the Term of this Lease, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Term of this Lease shall be paid at the time of Tenant's execution of this Lease. In the event of any partial month occurring during the Term of this Lease, Tenant shall pay a proportionate share of the monthly Base Rent due for such month based on the number of days of such month occurring during the Term of this Lease. Effective as of each anniversary of the Commencement Date occurring during the Term, and any Renewal Term thereof, the Base Rent shall be increased to be equal to 104% of the Base Rent in effect immediately prior to such anniversary of the Commencement Date. The Base Rent shall be delivered by Tenant to Landlord to the following location, which location may change from time-to-time through Landlord notifying Tenant in writing of a new Base Rent delivery location per the notification requirements outlined herein in Section 16.4, Notice:

SEND BASE RENT PAYMENTS TO: Accor Economy Lodging, Inc.
 Attn: Procurement Department
 P.O. Box 910686
 Dallas, Texas 75391-0686

3.2 INTENTIONALLY OMITTED.

3.3 Utilities Costs. In addition, Tenant shall pay, as additional rent, in accordance with the terms of Section 5, below, all costs incurred by Landlord or Tenant for Tenant's use of Premises utilities consumed by the Telecommunication Devices (including the cost of any separate metering), including, without limitation, any electricity, water, gas, or heating, ventilation or air conditioning.

3.4 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes directly assessed against or levied upon the Telecommunication Devices and all other personal property of Tenant located at the Site.

3.5 Characterization of Payments. The parties intend that all payments made by Tenant to Landlord under this Lease will qualify as rents from real property for purposes of Sections 512(b)(3) of the Internal Revenue Code of 1986, as amended ("**Qualified Rents**"). If Landlord advises Tenant that there is any risk that all or part of any payments made under this Lease will not qualify as Qualified Rents, Tenant agrees to (i) cooperate with Landlord to restructure this Lease in such manner as may be necessary to enable such payments to be treated as Qualified Rents and (ii) permit an assignment of this Lease to any affiliate of Landlord, in each case provided such restructuring or assignment will not have a material economic impact on Tenant, or material adverse effect on the conduct of its business.

4. Use of the Site; Non-Exclusive Use.

4.1 Use of Site. Tenant shall have the right to use the Site to construct, install, operate, repair, replace, remove and maintain the Telecommunication Devices for the Term, and any Renewal Term thereof. Tenant will not store any materials at the Site. Tenant will use the Site solely for the Telecommunication Devices and not for any other purpose. Landlord and its agents may enter and inspect the Site at any time. Concurrently with Tenant's installation of any locks for any exclusive areas located within the Site, Tenant will deliver to Landlord a key for any such lock. Tenant hereby accepts the Site in its currently existing, "as-is" condition, and acknowledges that Landlord shall have no obligation to make any improvements or modifications whatsoever to the Site or the Premises in connection with this Lease, provided Landlord shall reasonably cooperate, at Tenant sole expense to allow Tenant to make improvements to the Property to reasonably accommodate Tenant's use. The presence of the Telecommunication Devices at the Site, and any other personal property at the Site belonging to Tenant, shall be at the sole risk of Tenant and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof, except to the extent resulting from Landlord's gross negligence or willful misconduct.

4.2 Non-Exclusive Use. The rights granted herein are not exclusive. Landlord shall have the right to use, and to grant to third parties the right to use, other portions of the Premises and any other structures on or about the Premises. Nothing contained herein shall be construed as granting to Tenant any property or ownership rights in the Premises or to create a partnership or joint venture between Landlord and Tenant.

4.3 Compatibility with Premises Systems and Operations. All Telecommunication Devices shall be compatible with the Premises systems and equipment and shall not interfere with the operation, maintenance or replacement of such systems and equipment, including, without limitation, window washing equipment, chiller units, cooling towers, emergency generators, elevators, machine rooms, helipads, lightning protection systems, ventilation shafts, or other Telecommunication Devices, if any, or any other parts of the Premises. If the installation, maintenance, repair, operation or removal of the Telecommunication Devices requires any changes or modifications to any systems or components of the Premises, Landlord shall have the right to either (i) perform such changes or

modifications and Tenant shall pay for the costs thereof upon demand or (ii) require Tenant to perform such changes or modifications at Tenant's sole cost and expense. Notwithstanding the foregoing, in the event a change or modification to the Premises or Premises system is required, Landlord may choose, at its sole discretion, not to allow such change or modification and this Lease, at the option of Tenant, shall be terminated. Landlord does not warrant or guaranty that Tenant will receive unobstructed transmission or reception to or from the Telecommunication Devices and Tenant assumes the liability for the transmission and reception to and from the Telecommunication Devices. Landlord makes no warranty or representation that the Telecommunication Devices, the Site and/or the Premises are suitable for the uses described in this Lease, it being assumed that Tenant has satisfied itself thereof.

4.4 Restrictions on Tenant's Use. Tenant shall not use the Site or Telecommunication Devices or any portion thereof in any way that interferes with the use of the Premises by: (i) Landlord, based on Landlord's use of any portion of the Site or Premises on or before the date of this Lease; (ii) tenants of Landlord leasing or occupying space in the Premises primarily for the same or similar use as a majority of the other tenants (collectively, the "**Permitted Users**"); or (iii) any other Telecommunication Devices located in or on the Premises. The operation of the Telecommunication Devices shall not interfere with the maintenance or operation of the Site or the Premises. If Tenant shall violate the provisions of this Section 4.4, Tenant agrees to cease all operations at the Premises (except for testing approved by Landlord) within forty-eight (48) hours after receipt of written notice from Landlord until such interference has been corrected, to the sole, reasonable satisfaction of the Landlord, provided that Tenant shall be allowed to perform intermittent tests to asses the proper operation of Tenant's Telecommunication Devices.

4.5 Landlord's Rights. Landlord reserves the right to lease and/or license other portions of the Premises to other parties for telecommunications uses during the Term of this Lease or to use the Premises or the Site for any purpose.

5. Utilities. During the Term, Landlord shall provide Tenant with access to the main electrical panel servicing the Site (the "**Main Panel**"). Tenant may utilize any existing electrical connections in the Main Panel to use up to twenty (20) amperes @ 120 volts of electrical power. If such amount of power is not available at the Main Panel, or is not sufficient for the operation of Tenant's Telecommunication Devices, Tenant may install, at Tenant's cost and expense, such equipment as may be required to upgrade the Main Panel in order to obtain the requisite amount of electrical power. Any such work by Tenant shall be subject to the terms of Section 7, below. Tenant shall bear the cost to connect its equipment to any such panel. Tenant shall install, at Tenant's sole cost, an electrical submeter in order to meter Tenant's electrical usage and Landlord shall have the right, at Landlord's sole election, either (i) to require Tenant to pay the cost of such electrical usage directly to the utility provider or (ii) to bill Tenant for the cost of the electrical power used by Tenant at the Premises (plus applicable taxes), plus an additional rent charge equal to five percent (5%) of the actual cost of the electrical power used by Tenant, with such billing to be delivered annually, bi-annually, quarterly, or monthly, in Landlord's discretion. Tenant shall pay such amounts either to Landlord within thirty (30) days of any such billing or directly to the utility provider, as applicable. Landlord shall not be liable in any respect for damages to either person or property nor shall Tenant be relieved from fulfilling any covenant or agreement hereof as a result of any temporary or permanent interruption of electrical service.

Tenant acknowledges that Landlord may, as part of its maintenance and repair obligations at the Premises, and upon reasonable prior notice to Tenant, require a temporary interruption of electrical service that may cause a temporary disruption of service to Tenant or the Telecommunication Devices. Landlord agrees to make a reasonable effort to schedule any such shutdown outside the normal business hours for the Premises.

6. Maintenance and Repair. Tenant shall, at Tenant's sole cost and expense, keep the Site and the Telecommunication Devices in good order, repair and condition throughout the Term of this Lease, and any Renewal Term thereof, and promptly and adequately repair all damage to the Premises caused by Tenant, other than ordinary wear and tear.

7. Installation, Operation, and Removal of Telecommunication Devices.

7.1 Approvals and Permits. During the Term, and any Renewal Term thereof, and subject to the terms of Section 4, above, Tenant may install and operate the Telecommunication Devices at the Site, designated or approved by Landlord, as applicable, for the particular Telecommunication Devices, provided that: (i) Tenant has obtained Landlord's prior written approval, which approval shall be in Landlord's sole, reasonable discretion, of the plans and specifications for the Telecommunication Devices and all working drawings for the installation of the Telecommunication Devices; (ii) Tenant has obtained all required permits and governmental or quasi-governmental approvals (including satisfying any applicable Federal Communications Commission ("FCC"), and Federal Aviation Administration ("FAA") and Occupational Safety & Health Administration ("OSHA") requirements, if applicable, to install and operate the Telecommunication Devices and furnished to Landlord satisfactory evidence that Tenant has full power and authority from the FCC, FAA and OSHA (and any other federal agency having jurisdiction over the operation of the Telecommunication Devices) to install and operate the Telecommunication Devices at the Site; and (iii) Tenant complies with all applicable governmental and quasi-governmental laws, regulations and building codes in connection with the Site and the Telecommunication Devices. Landlord shall have the right to condition its approval of any Telecommunication Devices proposed to be installed by Tenant on Tenant's satisfaction of requirements as may be imposed from time to time by Landlord on tenants at the Premises, including, but not limited to, erecting fencing or other barriers to enclose or secure such devices, requiring the Telecommunication Devices to be aesthetically acceptable to Landlord in Landlord's reasonable judgment, as well as the requirement that the Telecommunication Devices comply with the Site Technical Standards set forth in Schedule "C", attached hereto. With regard to Tenant obtaining all required permits and approvals set forth in this Section 7.1(ii) above, Landlord shall reasonably cooperate, at Tenant's sole cost, with Tenant; provided, however, that Landlord shall not be responsible for procuring or maintaining any such approvals. Notwithstanding anything to the contrary contained herein, Tenant agrees that, immediately after the execution of this Lease, Tenant will apply for a license from the FCC, and thereafter diligently pursue the granting of such license. Once Landlord has given its requisite approval, Tenant may not alter or modify the working drawings, or the actual installation of the Telecommunication Devices or the type of Telecommunication Devices installed at the Premises without Landlord's prior written consent, which consent shall be granted or withheld in Landlord's sole discretion. In connection with any such construction, installation or operation of the Telecommunication Devices, the following shall apply.

7.1.1 Tenant shall perform any installation or construction in a safe manner consistent with generally accepted construction standards and in conformance with all applicable legal requirements and Landlord's requirements regarding the Premises. In the event of any conflict between the rules and regulations and this Lease, the terms of this Lease shall prevail. If installation of the Telecommunication Devices has not been made by 60 days from the Commencement Date, Landlord shall have the option to terminate this Lease by written notice thereof to Tenant, in which event Landlord will have no obligation whatsoever to Tenant. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be released and removed of record within fifteen (15) days. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed on or before the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed additional Rent under this Lease and shall immediately be due and payable by Tenant. Landlord shall have the right to post notices of non-responsibility in connection with any work performed by Tenant or its agents or contractors in connection with this Lease.

7.1.2 Tenant shall perform any construction and work in such a way as to minimize interference with the operation of the Premises and at such times and in accordance with rules and regulations as Landlord may reasonably require in order to minimize such interference.

7.1.3 Tenant shall promptly deliver to Landlord, upon Landlord's written request, written proof of compliance with all applicable federal, state and local laws, rules and regulations in connection with the performance of such work and the installation or operation of the Telecommunication Devices and the construction of any other improvements at the Site or on the rooftop of the Premises.

7.1.4 Prior to the commencement of any installation or construction, Tenant shall provide Landlord with certificates of insurance evidencing that the contractors, subcontractors, material providers and other agents of Tenant involved with such installation or construction are maintaining insurance in compliance with the terms of this Lease, naming Landlord and Landlord's managing agent as an additional insured.

7.1.5 In compliance with OSHA requirements, Tenant will provide to Landlord, prior to any installation of the Telecommunication Devices, an evaluation of the radio frequency ("RF") exposure created by the Telecommunication Devices. Tenant agrees that any change in the RF levels of exposure will require prior written notice of such change by Tenant to Landlord and Tenant will provide to Landlord, within thirty (30) days of such notification, a revised evaluation of the RF exposure which has been created by such change. Subject to Landlord's prior written approval, Tenant will provide and display all required warning signage, comply and provide any training required by OSHA for any personnel that may require access to the Site, and will maintain the Site in compliance with FCC guidelines. Tenant recognizes and

agrees that Landlord must have continuous access in and around the Site and onto the roof of the Premises and that such access cannot be restricted or denied because of any unapproved RF transmissions from or caused by the Telecommunication Devices.

7.2 Ownership and Removal of Telecommunication Devices. The Telecommunication Devices shall at all times remain the property of Tenant. Tenant shall have the right to remove the Telecommunication Devices, or any part thereof, at any reasonable time upon at least thirty (30) days' prior written notice to Landlord. On or before the expiration or earlier termination of this Lease, Tenant shall remove, at its own cost and expense, the Telecommunication Devices and all related facilities at the Site, and return the Site to its condition existing prior to Tenant's installation of the Telecommunication Devices. If Tenant fails to complete such removal or fails to repair any damage caused by such removal, Landlord may complete such removal and repair such damage and charge the cost thereof to Tenant, which amounts shall be immediately payable by Tenant.

8. Compliance with Laws. Tenant's rights and obligations under this Lease are further subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, present and future, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, and any subsequent amendments, the Rules and Regulations of the FCC, the FAA and OSHA (if applicable), and the obtaining and continuance of any required approval or authorization of the FCC, FAA, OSHA (if applicable) or any governmental body. Either party may terminate its obligations under this Lease if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible or commercially impracticable for either party to carry out its obligations under this Lease. Landlord makes no warranty or representation that the Telecommunication Devices are permitted by law and Tenant assumes all liability and risk in obtaining and maintaining all permits and approvals necessary for the installation and use of the Telecommunication Devices. Tenant represents to Landlord that (i) Tenant has full power and authority to enter into this Lease in accordance with its terms and (ii) Tenant's Telecommunication Devices will comply during the Term, and any Renewal Term thereof, with all applicable federal, state and local building, safety, health, construction, fire and electrical codes (including FCC, FAA and OSHA, if applicable, regulations), and with the applicable rules and regulations of the insurance carriers of Landlord with respect to the Site.

9. Indemnification and Insurance.

9.1 Indemnification and Waiver. Tenant shall indemnify, protect, defend and hold Landlord, its principals, officers, directors, agents, employees and servants (collectively, the "**Landlord Parties**") harmless from and against all losses, damages, claims, actions, causes of action, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Landlord arising out of (i) a breach by Tenant of this Lease, (ii) any act or omission of Tenant or its agents, servants, employees, contractors or representatives, including, but not limited to, damage, losses or injuries from Tenant's exercise of its rights under this Lease, including, without limitation, the construction, operation, maintenance and repair of the Telecommunication Devices, or (iii) any use by Tenant of the Site, the Telecommunication Devices or access areas to the Site, except to the extent that any damage, loss, or injury is due to the gross negligence or willful misconduct of Landlord, its agents, employees or independent contractors. Tenant agrees and acknowledges

that it shall use the Site at its sole risk and waives any and all right of recovery against Landlord for damage to Tenant's Telecommunication Devices and Tenant absolves and fully releases Landlord and the Landlord Parties from any and all cost, loss, damage, claim, expense, liability, action and cause of action, whether foreseeable or not, (i) arising from any cause whatsoever, that Tenant may suffer in, on or about the Site, or (ii) that Tenant or Tenant's officers, agents, employees, or independent contractors may suffer as a direct or indirect consequence of Tenant's use of the Site, the Telecommunication Devices or access areas to the Site, or (iii) any other cost, loss, damage, claim, expense, liability, action or cause of action arising from or related to this Lease. The provisions of this Section 9.1 shall survive the expiration or earlier termination of this Lease.

9.2 Insurance.

9.2.1 Coverages. Tenant shall maintain the following coverages in the following amounts throughout the Term of this Lease in connection with the Site, the Telecommunication Devices, and the obligations assumed by Tenant under this Lease: (i) Commercial Liability Insurance covering the insured against claims of loss of life, bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities including a Broad Form endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 9.1 of this Lease, for limits of liability not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate for Loss of Life, Bodily Injury and Personal Injury Liability;; (ii) Physical Damage Insurance covering (a) the Telecommunication Devices, including all wiring, equipment, cabling, systems and personal property installed by, for, or at the expense of Tenant, and (b) all improvements, alterations and additions located at the Site (such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage including sprinkler leakage, bursting or stoppage of pipes, and explosion); and (iii) Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

9.2.2 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall: (i) name Landlord and Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 9.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-VI in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State in which the Premises is located; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord. Tenant shall deliver certificates thereof to Landlord on or before the date Tenant enters any of the Premises for any purposes permitted hereunder and at least thirty (30) days before the expiration dates thereof.

10. Events of Default. Each of the following occurrences shall constitute an event of default (the "Event of Default") under this Lease:

(i) Breach by either party of any monetary or other provision of this Lease.

(ii) If Tenant abandons or vacates the Telecommunication Devices and/or the Site during the Term, or any Renewal Term thereof, for a period of fifteen (15) consecutive days after notice thereof, or Tenant removes from the Premises (and does not replace or substitute equipment for) all of the Telecommunication Devices at the Site.

(iii) The occurrence of interference by Tenant caused to telecommunications facilities by the installation, operation, maintenance, replacement or repair of Tenant's Telecommunication Devices.

11. Remedies.

11.1 Landlord Remedies. Upon occurrence of an Event of Default by Tenant as defined in Section 10, above, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever. Landlord may, at its option, terminate this Lease, in which event Tenant shall immediately surrender the Site to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy, at law or in equity, which it may have for possession or arrearages in rent, enter upon and take possession of the Site and expel or remove Tenant and any other person who may be occupying the Site or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant such amounts as available pursuant to applicable law. Notwithstanding the above, Landlord shall have all cumulative remedies and all other remedies at law or in equity available to it for any default by Tenant. If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

11.2 Tenant Remedies. Upon occurrence of an Event of Default by Landlord, Tenant shall give written notice to Landlord, setting forth the nature of the Event of Default. Landlord shall have the cure period set forth with respect to the applicable Event of Default described in Section 10, above, or if no such cure period is stated, thirty (30) days, to cure such Event of Default, or within a reasonable time agreed upon between the parties if such default cannot be cured within thirty (30) days, and Landlord is diligently attempting to cure such default. If Landlord shall have failed to cure the Default within the applicable cure period, Tenant may exercise any remedies available at law or in equity as a result of such Event of Default.

12. Assignment. Tenant shall not assign or transfer this Lease without the consent of the Landlord, except that, upon written notice to the Landlord, Tenant may, without obtaining

Landlord's prior consent, make such assignment to (i) any firm or corporation which Tenant controls, is controlled by or is under common control with; (ii) any partnership in which Tenant has a controlling interest; or (iii) any entity which succeeds to all or substantially all of Tenant's assets whether by merger, sale or otherwise, provided that in any such case the assignee assumes in full the obligations of Tenant under this Lease. In no event shall Tenant assign or transfer this Lease if Tenant is then in default under any provision of this Lease.

13. Subordination. This Lease shall be subject and subordinate to all present and future ground or underlying leases of the Premises and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Premises or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the Rent and observes and performs the terms, covenants and conditions of this Lease to be observed and performed by Tenant. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within ten (10) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

14. Estoppel. Within ten (10) days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate, in form reasonably acceptable to Tenant and Landlord, indicating therein any exceptions thereto that may exist at that time, and which shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Any such certificate may be relied upon by any prospective mortgagee or purchaser of all or any portion of the Premises. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. Failure of Tenant to timely execute, acknowledge and deliver such estoppel certificate or other instruments shall constitute an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

15. Tenant Right of Early Termination.

(a) Tenant may terminate this Lease without any penalty or further liability to Landlord upon thirty (30) days prior written notice to Landlord if Tenant is unable to obtain or maintain or otherwise is compelled by applicable law or regulation or by judicial decree to forfeit or cancel

any license, permit, or governmental approval necessary for the construction or operation of the Telecommunication Devices, as contemplated hereunder ("Permit Termination"). Notwithstanding anything to the contrary contained herein, Tenant shall not have the right to terminate this Lease per this Section 15(a) due to voluntarily not using all reasonable efforts in diligently obtaining or maintaining or allowing to lapse any permit, license or other approvals necessary to operate the Telecommunication Devices. Tenant must use all reasonable efforts to obtain and maintain at all times during the Term and any Renewal Term thereof all said permits, licenses, and other governmental approvals necessary for the construction or operation of the Telecommunication Devices, as contemplated hereunder, and the said effectiveness of such Permit Termination per this Section 15(a) shall be contingent upon Tenant providing Landlord in writing, concurrently with Tenant's written notice of Permit Termination to Landlord, reasonable written evidence from the specific governmental or judicial body that has jurisdiction over Tenant's Equipment that denied or revoked any said permits, licenses or governmental approvals necessary for the construction or operation of the Equipment.

(b) Tenant shall have the additional option to terminate this Lease in its sole discretion by giving thirty (30) days prior written notice to Landlord at any time after the last day of the fifth (5th) year after the Commencement Date of this Lease provided that (i) Tenant is not in default of any of Tenant's obligations under this Lease, and (ii) Tenant is not in arrears of any financial obligation owing under this Lease and shall remain current through the effective termination date which is thirty (30) days after written notice is delivered to Landlord by Tenant, and (iii) Tenant provides to Landlord concurrently with its written termination notice a separate check in immediately available funds equivalent to the then-current fully-escalated next eighteen (18) months Rent owing under this Lease as a termination payment ("Termination Payment").

16. Miscellaneous.

16.1 Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Premises and in this Lease without Tenant's consent, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all remaining liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord.

16.2 Landlord Exculpation. Notwithstanding anything in this Lease to the contrary, any remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord arising from any "Event of Default" (as defined in Section 10, above) by Landlord hereunder or any claim, cause of action or obligation, contractual, statutory or otherwise by Tenant against Landlord concerning, arising out of or relating in any manner to this Lease and all of the covenants and conditions or any obligations, contractual, statutory, or otherwise set forth herein, shall be limited solely and exclusively to an amount which is equal to the lesser of (a) the interest of Landlord in and to the Premises, and (b) the interest Landlord would have in the Premises if the Premises were encumbered by third

party debt in an amount equal to eighty percent (80%) of the then current value of the Premises (as such value is reasonably determined by Landlord). No other property or assets of Landlord, or any member, officer, director, shareholder, partner, trustee, agent, servant or employee of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, Landlord's obligations to Tenant, whether contractual, statutory or otherwise, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Site. The limitations of liability contained in this Section 16.2 shall inure to the benefit of Landlord's present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Notwithstanding any contrary provision herein, Landlord shall not be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

16.3 Brokers. Except for Millennium Advisors MSN ("**Millennium**"), which has represented Landlord in this Lease, and shall be compensated entirely by Landlord pursuant to a separate written agreement between Landlord and Millennium, Tenant and Landlord hereby warrant to each other that they have had no dealings with any broker or agent in connection with the negotiation of this Lease and that they know of no broker or agent who is entitled to a commission, consultants fee, facilitation fee, or its equivalent in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any broker or agent. The terms of this Section shall survive the expiration or earlier termination of the Term of this Lease.

16.4 Notice. All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) delivered by a nationally recognized overnight courier, or (C) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address set forth below, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the addresses set forth below, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) upon receipt if sent by Mail, (ii) the date the telecopy is transmitted, (iii) the date the overnight courier delivery is made, or (iv) the date personal delivery is made. As of the date of this Lease, any Notices to Landlord or to Tenant shall be sent, transmitted, or delivered, as the case may be, to the following addresses:

Landlord:

Accor Economy Lodging, Inc.
C/O Red Roof Inn
16838 International Blvd.
Seattle, Washington 98188
Attention: General Manager

Telephone: (206) 248-0901
Facsimile: (206) 242-3170

with copies to:

Accor Economy Lodging, Inc.
14651 Dallas Parkway, Suite 500
Dallas, Texas 75254
Attention: VP Procurement

Telephone: (972) 702-5901
Facsimile: (972) 702-5444

Copy: General Counsel

And

Millennium Advisors MSN
333 South Grand Avenue
Suite 3580
Los Angeles, California 90071
Attention: Charles K. Norrie

Telephone: (213) 437-0014
Facsimile: (213) 437-0026

BASE RENT PAYMENTS
TO BE DELIVERED TO:

Accor Economy Lodging, Inc.
Attn: Procurement Department
P.O. Box 910686
Dallas, Texas 75391-0686

Tenant:

VoiceStream Wireless Corporation
12920 SE 38th St
Bellevue, WA 98006
Attention: PCS Lease Administrator

With a copy to: Legal Department

Telephone: 206-226-0034
Facsimile: 425-398-7699

with a copy to:

VoiceStream PCS Corporation
19807 North Creek Parkway
Bothell, WA 98011
Attention: Lease Administration

16.5 Governing Law. This Lease shall be governed by and construed under the laws of the state in which the Site is located.

16.6 Attorneys' Fees. In any action to enforce the terms of this Lease, including any suit by Landlord for the recovery of the Base Rent or other rents or sums payable by Tenant under this Lease, or possession of the Site, the non-prevailing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit and such attorneys' fees shall be deemed to have accrued prior to the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

16.7 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

16.8 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

Landlord:

Accor Economy Lodging, Inc.

By: Kim Ruhl
Its: 8/20/02



Tenant:

VoiceStream PCS III Corporation, a Delaware Corporation

By: [Signature]
Its: [Signature] Bryon Gunnerson
Vice President
Western Region

Approved as to form
[Signature]
Regional Counsel