

PCS SITE AGREEMENT

THIS LEASE AGREEMENT, made the _____ day of _____, 1998, by and between THE CITY OF GAHANNA, an Ohio municipal corporation, its successors and assigns, having an address at 200 S. Hamilton Road, Gahanna, Ohio, 43230, ATT: Director of Public Service, (hereinafter referred to as "Landlord"), and SPRINTCOM, INC., a Kansas Corporation, its successors and assigns, having an address at 2330 Shawnee Mission Parkway, Westwood, Kansas 66205, ATTN: Corporate Secretary, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property located in the City of Gahanna, Franklin County, State of Ohio, said real property being more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter said real property being referred to as the "Premises"); and

WHEREAS, Tenant is involved in wireless mobile communications, regulated by the Federal Communications Commission ("FCC") and desires to lease from Landlord a portion of the Premises and the Base Station as more particularly described on Exhibit B attached hereto and made a part hereof (hereinafter said portion of the Premises and the Base Station being jointly and severally referred to as the "Demised Premises") and desires further to receive from Landlord certain rights of way and easements on, over, and/or under a portion of the Premises, all for the purpose of installing and constructing transmission and receiving and related facilities (hereinafter referred to as "Tenant's Facility" or "Facility");

WHEREAS, the execution of this Lease and the execution of the necessary documentation including, but not limited to, the Tower Lease Agreement ("Tower Lease") and easements to be executed in connection thereto has been authorized by Gahanna City Council Ordinance No. _____, effective _____, 1998, incorporated herein as if fully rewritten herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits contained herein, the parties hereto hereby agree as follows:

PREMISES AND TITLE

1. (a) Landlord hereby leases the Demised Premises to Tenant. Landlord covenants, represents, and warrants to Tenant that (i) as of the date hereof, Landlord holds good and marketable fee simple title to the Premises; (ii) as of the date hereof, Landlord has full authority and power to enter into this Lease; and (iii) Landlord is lawfully in possession of the Premises and so long as this Lease is in effect and Tenant is not in default, Tenant shall have, at all times during the continuance hereof, quiet, continuous, peaceable and undisturbed possession and enjoyment of the Demised Premises and rights-of-way and easements granted herein or to be granted pursuant hereto, free from the claims of Landlord

and all persons claiming under, by or through Landlord, and free from the claims of all persons through or under whom Landlord claims, subject to the terms and conditions of this Lease.

(b) Landlord agrees not to subsequently lease or use any other areas of the Premises for placement of communications facilities if, in Tenant's judgment, such other placement or actual operations would interfere with Tenant's use of Tenant's Facility. In the event Landlord disagrees with Tenant's judgment on any particular matter regarding interference, Landlord and Tenant do hereby agree that said dispute shall be decided between the parties in accordance with the rules, regulations, and guidelines promulgated by the FCC.

(c) If, on the date hereof or prior to the Effective Date of this Lease, (as hereinafter defined), there exists a mortgage lien(s) on the Premises, Landlord shall obtain from such mortgagee(s) and deliver to Tenant, a "Consent, Attornment and Non-Disturbance" letter in a form acceptable to counsel for Tenant.

(d) Tenant shall order, at its sole cost, a Commitment for Leasehold Title Insurance with respect to the Premises. If said Commitment discloses any liens, defects of and/or encumbrances on title ("defects") which are not acceptable to counsel for Tenant, Tenant shall notify Landlord of said defects and Landlord shall have thirty (30) days from the date of Tenant's notice to correct the defect(s). If Landlord does not elect to correct said defect(s), Tenant may, at its sole option, reject or accept said defects, by giving written notice to Landlord of its election. Once Tenant has accepted the Commitment regarding the condition of title to the Premises, Landlord shall not, prior to the Effective Date hereof, (as hereinafter defined), further restrict or encumber the Premises or create any additional exceptions to title without first obtaining Tenant's prior written consent thereto, which consent shall not be unreasonably withheld and/or delayed by Tenant.

(e) Landlord hereby warrants and represents to Tenant the following, which shall be true and correct at all times hereafter, as well as on the date hereof, and for which liability for breach shall survive this Lease:

(i) To the best of Landlord's knowledge, information and belief, after performing independent inquiry and due diligence, the Premises and/or the Demised Premises, in its current state, conform with all laws, ordinances, statutes or regulations of any governmental agency, or any applicable private restriction. No notice of the violation of any of said laws, ordinances, statutes, regulations or restrictions has been received by Landlord. Landlord does hereby indemnify Tenant and hold Tenant harmless from and against any and all losses, expenses, claims, damages, liabilities and/or any costs whatsoever, whether in law or in equity, which arise out of, are due to, or are based upon Landlord's breach of the aforesaid representation and warranty.

(ii) To the best of Landlord's knowledge, information and belief, after performing independent inquiry and due diligence, the Premises and/or Demised Premises has not been used for the storage, deposit, dumping, reclamation or disposal of any toxic, contaminating and/or hazardous wastes and/or substances as defined in all applicable federal, state and local laws, regulations, administrative rulings, judicial determinations, decisions or

determinations of any judicial, legislative or executive body of any governmental or quasigovernmental entity, orders, ordinances and the like, pertaining to the protection of the environment, including, but not limited to, the laws regulating the handling, storage and disposal of waste materials (herein collectively referred to as the "Relevant Environmental Laws").

(f) Provided Tenant is not in default of the Lease as herein provided, Tenant shall have the right, during the term hereof, to grant a mortgage lien or a security interest in its leasehold estate created hereby, all improvements constructed thereon, and any goods and personal property of every type and description owned by Tenant and installed or kept on the Demised Premises. Landlord hereby consents to any such mortgage lien or security interest and disclaims any interest of any kind in any fixtures and equipment installed or kept in the Demised Premises. Landlord agrees that it will, within ten (10) days after receiving any written request from Tenant, confirm the foregoing consent and disclaimer in writing. Provided, however, that the Landlord's fee title is not nor shall be subordinated to any mortgage lien or security interest given by Tenant.

TERM

2. (a) The terms and conditions of this Lease shall become effective ("Effective Date") on (i) the date Tenant sends written notice, if any, to Landlord that the conditions set forth hereinbelow in paragraph 16(e) have been met to Tenant's sole satisfaction; (ii) the Tenant has paid to Landlord all of the first year's rental due and owing pursuant to paragraph 4(a) hereinbelow; and (iii) the Tenant has paid the fee due and owing pursuant to paragraph 4(h) hereinbelow. The Term of this Lease shall commence on the first day of the calendar month next following the Effective Date (hereinafter referred to as the "Commencement Date") and shall end at midnight on the last day of the month preceding the month in which the fifth (5th) annual anniversary of the Commencement Date shall have occurred. At the time the Effective Date and the Commencement Date are established, the parties hereto will enter into a Supplemental Letter Agreement stipulating both the Effective Date of this Lease and the Commencement Date of the Term of this Lease as provided herein. Tenant shall be responsible for all expenses attributable to any permit and license applications and Landlord shall have no obligations with respect thereto. Landlord agrees, however, if necessary, to execute such consents, and to cooperate with Tenant, at Tenant's expense, in obtaining all licenses, zoning approvals, and permits as may be necessary or required for the operation and construction of Tenant's Facility.

(b) Provided this Lease is in full force and effect and provided Tenant shall not then be in default, Tenant shall have six (6) renewal options for successive terms of five (5) years each, totaling thirty (30) years after expiration of the initial Term of the Lease. Each renewal term shall automatically renew without any further election and/or written notice on the part of Tenant unless Tenant shall give Landlord written notice of its election not to renew prior to the expiration of the initial Term or the then existing renewal option period. The terms and conditions of the Lease for the initial five (5) year Term shall apply to all renewal option periods; provided, however, the rental due and owing during said renewal option periods shall be as set forth in subparagraphs 4(b) through 4(g) hereinbelow.

CONSTRUCTION AND USE

3. (a) Promptly after the Effective Date, Tenant shall construct a monopole tower as described in Exhibit B (sometimes hereinafter referred to as the "Tower"), at its sole cost and expense, in good workmanlike manner, in accordance with applicable governmental laws and regulations, and free of any liens or claims for work, labor and services. Tenant shall obtain a building permit from the Division of Building of City of Gahanna for construction of the same. Anytime after the commencement of construction of the Tower and during the term of this Lease, Tenant shall have the right to construct the Tenant's Facility (exclusive of the Tower) as more fully described in Exhibit B, at its sole cost and expense, in good workmanlike manner, in accordance with applicable governmental laws and regulations, and free of any liens or claims for work, labor and services. Tenant's Facility shall be constructed in accordance with the Plans and Specifications set forth in Exhibit B, which are subject to review and approval by Landlord, which approval by Landlord shall not be unreasonably withheld, conditioned or delayed. Tenant shall maintain and repair the Facility at its sole cost and expense, and Landlord shall not have any obligation to construct, maintain, repair or replace Tenant's Facility or any part thereof. Tenant shall use the Facility only in connection with a wireless telephone and data communication station and any other communications related activities.

(i) Tenant covenants, represents and warrants to Landlord that it shall comply with all Federal Aviation Administration ("FAA") and FCC rules, regulations and procedures applicable to the Tower and shall maintain, as required, all applicable licenses during the term of this Lease.

(ii) Tenant covenants, represents and warrants to Landlord that it shall not lease any other space on Tenant's Facility without the express prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Landlord shall not be liable for any damage to Tenant's Facility unless said damage is due to or arises out of any act, negligence, or omission on the part of Landlord and/or any of Landlord's contractors, employees and/or agents.

(c) As concurrently as practical with the construction of Tenant's Facility, Tenant shall construct, at Tenant's sole expense, a fourteen (14)-foot wide access road, with passing blisters, from Lincoln Circle to the east face of the Demised Premises, including a bridge over the creek to the east of the Demised Premises. The access road and bridge together are hereinafter referred to collectively as the "Road." Landlord shall have the right to approve Tenant's construction plans for the Road ("Tenant's Plans"), which will be generated at Tenant's sole cost; provided that Landlord's approval shall not be unreasonably withheld, delayed or conditioned, and that Landlord will have ten (10) days from its receipt of Tenant's Plans for approval to approve or suggest changes to Tenant's Plans, in writing, and if ten (10) days elapse without Landlord's response, in writing, Tenant's Plans will be deemed to have been approved. Should suggested changes by Landlord involve additional cost for the construction of the Road, provided Tenant's Plans would result in a safe Road in good working order if not modified, Landlord shall reimburse Tenant for the additional expense incurred in construction of the Road as a result of its suggested changes. Upon completion of the construction of the Road, Tenant will dedicate the Road back to Landlord. Provided

that there is no unreasonable delay in the construction of the Road, Tenant may, at its option, construct Tenant's Facility before, during, or after its construction of the Road, and if Tenant elects to construct Tenant's Facility before or during construction of the Road, Tenant will have the right of access, ingress and egress to and from the Demised Premises by other means until construction of the Road is complete.

(d) Tenant agrees that it will not cause or permit any liens of whatsoever kind or nature to attach to the Premises or the Demised Premises. In the event that any construction, mechanic's, materialmen's or other lien is filed against the Premises or against any portion of the Demised Premises as a result of any work or act of Tenant, then Tenant, at its sole cost and expense, shall discharge or bond off the same within ten (10) days from the date of filing Tenant's receipt of written notice thereof. If Tenant fails to discharge said construction, mechanic's, materialmen's or other lien, then Landlord may, at its option (i) bond or pay the same without inquiring into the validity or merits of such lien, and all actual and documented sums so advanced shall be paid by Tenant on within thirty (30) days of Tenant's receipt of a written demand, and/or (ii) pursue its default remedies that are available to it under this Lease. The obligation of Tenant set forth herein to keep and maintain the Premises and/or the Demised Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant in connection with the Premises and/or Demised Premises shall be a continuing obligation of Tenant throughout the Term of this Lease.

(e) Tenant shall confine any of its work on the Premises to the area designated by Landlord. Tenant shall not store any materials or permit any debris to accumulate on the Premises. Tenant hereby agrees to repair any damage, or to reimburse Landlord for such repairs of any damage to the Premises and/or Demised Premises or any part thereof which might arise by virtue of any installation by Tenant of its Facility and/or future communications equipment, if any. This obligation to repair shall include, but not be limited to, any repaving of any parking areas, roadways, curbs, and sidewalks, which may be damaged by Tenant in connection with such installation.

(f) Tenant shall not use or occupy or permit the Demised Premises and/or the Facility to be used or occupied in any manner which may violate any Certificate of Occupancy affecting the Demised Premises and/or the Facility, or which may make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain fire or other insurance thereon required to be furnished by the Tenant hereunder, or which may cause structural injury to the Facility or the Demised Premises or any part thereof, or which may violate any present or future laws or rules or regulations of any governmental authority having jurisdiction. Tenant shall, at its sole cost and expense, (i) make all repairs and replacement and perform all maintenance work that is necessary to keep the Tenant's Facility and Demised Premises in good condition and in good order and repair; (ii) install and maintain such fire protection devices as may be necessary and/or required by any governmental body or insurance underwriter for the Demised Premises and/or the Facility.

(i) Tenant shall not do any act, enter into any agreement, or execute any document which may create, result in, or give rise to the imposition of any lien, claim, charge, right, title, interest or other encumbrance upon Landlord's title to and interest in the Premises, and

nothing contained in this Lease shall be construed to give Tenant any right or authority to do same.

(g) No devices shall be attached to the Tower except for those designed and intended exclusively for the transmission and receipt of communications, radio, data, and/or electronic signals. No advertising of any nature shall be attached to the Tower.

RENTAL

4. (a) For the five (5) year initial Term of this Lease, the total rent shall be Thirty-Six Thousand Dollars (\$36,000.00), which sum shall be abated provided Tenant's construction of the Road is complete within a reasonable time after the Commencement Date of this lease.

(b) For the first five (5) year renewal option period of this Lease, the total rent shall be Forty-One Thousand Four Hundred Dollars (\$41,400.00), which sum shall be abated provided Tenant's construction of the Road is complete within a reasonable time after the Commencement Date of this lease.

(i) The rent abatement described in subparagraphs (a) and (b) above is calculated based on an estimated One Hundred Thousand Dollar (\$100,000.00) cost for construction of the Road, exclusive of the cost of engineering plans. For every Ten Thousand Dollars (\$10,000.00) of actual cost to Tenant above and beyond One Hundred Thousand Dollars (\$100,000.00), notwithstanding anything else in this Paragraph to the contrary, one additional year of Rent shall be abated. As a condition of this additional rent abatement, Tenant shall supply to Landlord documentation reasonably acceptable to Landlord detailing the full cost to Tenant of construction of the Road. Should additional cost be incurred by Tenant due to suggested changes to Tenant's Plans by Landlord, which additional cost is reimbursed to Tenant by Landlord per Paragraph 3(c) above, such additional cost (as reimbursed) shall not count towards an additional rent abatement herein.

(c) For the second five (5) year renewal option period of this Lease, the total rent shall be Forty-Seven Thousand Four Hundred Sixty Dollars (\$47,460.00), which sum shall be paid by Tenant to Landlord in five (5) equal yearly installments of Nine Thousand Four Hundred Ninety-Two Dollars (\$9,492.00) each. Tenant's obligation to pay the yearly installment of rent shall commence on the tenth (10th) anniversary date of the Commencement Date of this Lease, and the annual rent shall be due and payable thereafter on each of the successive four (4) anniversaries thereof.

(d) For the third five (5) year renewal option period of this Lease, the total rent shall be Fifty-Four Thousand Five Hundred Seventy-Nine Dollars (\$54,579.00), which sum shall be paid by Tenant to Landlord in five (5) equal yearly installments of Ten Thousand Nine Hundred Fifteen Dollars and Eighty Cents (\$10,915.80) each. Tenant's obligation to pay the yearly installment of rent shall commence on the fifteenth (15th) anniversary date of the Commencement Date of this Lease, and the annual rent shall be due and payable thereafter on each of the successive four (4) anniversaries thereof.

(e) For the fourth five (5) year renewal option period of this Lease, the total rent shall be Sixty-Two Thousand Seven Hundred Sixty-Five Dollars and Eighty-Five Cents (\$62,765.85), which sum shall be paid by Tenant to Landlord in five (5) equal yearly installments of Twelve Thousand Five Hundred Fifty-Three Dollars and Seventeen Cents (\$12,553.17) each. Tenant's obligation to pay the yearly installment of rent shall commence on the twentieth (20th) anniversary date of the Commencement Date of this Lease, and the annual rent shall be due and payable thereafter on each of the successive four (4) anniversaries thereof.

(f) For the fifth five (5) year renewal option period of this Lease, the total rent shall be Seventy-Two Thousand One Hundred Eighty Dollars and Seventy-Five Cents (\$72,180.75), which sum shall be paid by Tenant to Landlord in five (5) equal yearly installments of Fourteen Thousand Four Hundred Thirty-Six Dollars and Fifteen Cents (\$14,436.15) each. Tenant's obligation to pay the yearly installment of rent shall commence on the twenty-fifth (25th) anniversary date of the Commencement Date of this Lease, and the annual rent shall be due and payable thereafter on each of the successive four (4) anniversaries thereof.

(g) For the sixth five (5) year renewal option period of this Lease, the total rent shall be Eighty-Three Thousand Seven Dollars and Eighty-Five Cents (\$83,007.85), which sum shall be paid by Tenant to Landlord in five (5) equal yearly installments of Sixteen Thousand Six Hundred One Dollars and Fifty-Seven Cents (\$16,601.57) each. Tenant's obligation to pay the yearly installment of rent shall commence on the thirtieth (30th) anniversary date of the Commencement Date of this Lease, and the annual rent shall be due and payable thereafter on each of the successive four (4) anniversaries thereof.

(h) The Rents described in this Paragraph shall be in addition to any co-location sublease rents described in Paragraph 6(b) below, which shall not in any case be abated.

INSURANCE AND TAXES

5. (a) During the Term hereof, Tenant shall be responsible for all personal property taxes and insurance as to Tenant's Facility.

(b) Tenant, at its sole cost and expense, shall, during the Term hereof, procure, pay for, and keep in full force and effect: (i) a Comprehensive General Public Liability policy, including insurance against assumed or contractual liability under this Lease with respect to the Demised Premises, Tenant's Facility, and Tenant's future communications equipment, if any, and the operations of Tenant in, on, or about the Demised Premises in which the limits with respect to personal liability and property damage shall not be less than Three Million Dollars (\$3,000,000.00) per occurrence; (ii) Workers Compensation coverage as required by law; and (iii) with respect to installation, construction, alterations, improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and builder's risk insurance, in an amount equal to full replacement cost of Tenant's Facility and any future communications equipment of Tenant.

(i) Landlord, and not Tenant, shall be responsible for procuring and maintaining appropriate policies of insurance governing its use of the Premises.

(c) All policies of insurance required to be carried by Tenant pursuant to this paragraph 5 shall be written by responsible insurance companies authorized to do business in the State of Ohio. A certificate of the insurer certifying that such policy has been issued providing the coverage required by this paragraph and containing provisions specified herein, shall be delivered to Landlord on or before the Effective Date of this Lease and not less than twenty (20) days prior to the expiration of such coverage. Landlord may, upon notice, and from time to time, inspect and/or copy, at Tenant's corporate office, any and all insurance policies required to be procured by Tenant hereunder.

(i) During every five (5) years of the term of this Lease, Landlord can require Tenant to adjust its insurance limits as required herein by the increase, if any, for each five (5) year period in the revised Consumer Price Index ("CPI") "ALL URBAN CONSUMERS" Greater Columbus Average, All Items (1982-1984 = 100), as measured by the United States Department of Labor, Bureau of Labor Statistics, or in the event such Index is not published at a time when its application is called for hereunder, then the most nearly equivalent Index then being published by the Federal Government or other authoritative compiler of such statistics, and in general use in Central Ohio.

(d) Each policy evidencing insurance required to be carried by Tenant pursuant to this paragraph 5 shall contain the following provisions and/or clauses: (i) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance; (ii) a provision including Landlord, and any other parties and interest designated by Landlord, as an additional named insured (except with respect to Workers' compensation insurance); (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives which arise or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives; (iv) a severability clause; and (v) a provision that the insurer will not cancel, materially change or fail to renew the coverage provided by such policy without first giving Landlord twenty (20) days prior written notice.

(e) In the event that Tenant fails to procure, maintain and/or pay for, at the times and for the duration specified in this paragraph 5, any insurance required by this paragraph, or fails to carry insurance required by law or governmental regulation, Landlord may (but without obligation to do so), at any time or from time to time, and without notice, procure such insurance and pay the premiums therefor, in which event Tenant shall repay Landlord all sums so paid by Landlord and any actual and documented costs or expenses incurred by Landlord in connection therewith, within thirty (30) days following Landlord's written demand to Tenant for such payment.

(f) Tenant covenants to indemnify Landlord, its partners, officers, beneficiaries, representatives, agents and employees, and save them harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including attorney's fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, upon or at the Demised Premises or the occupancy or use by Tenant of the Demised Premises, or any part thereof, or arising from or out of Tenant's use of Tenant's Facility and/or its future communications equipment, or arising from or out of Tenant's failure to comply with any provision of this Lease occasioned wholly

or in part by any act or omission of Tenant, its concessionaires, agents, contractors, suppliers, employees, servants, customers or licensees. In case Landlord or any other party so indemnified shall, without fault, be made a party to any litigation commenced by or against Tenant, or if Landlord or any such party shall, in its sole discretion, determine that it must intervene in such litigation to protect its interests hereunder, then Tenant shall protect and hold them harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by such party in connection with such litigation.

(g) All property, fixtures, and equipment placed by Tenant in or upon the Demised Premises and Tenant's Facility, at all times shall be and remain at Tenant's sole risk and Landlord shall not be liable for any damage to, or loss of such personal property, fixtures, or equipment arising from any acts of any other persons, or from any cause whatsoever except if caused by a negligent act, act, or lack of action of Landlord or Landlord's employees, agents, and/or contractors.

ASSIGNMENTS AND SUBLEASE

6. (a) Tenant shall not assign this Lease or sublet the Demised Premises to a third party without obtaining the prior written consent of the Landlord, which consent Landlord agrees shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained herein to the contrary, Tenant shall have the absolute and unconditional right to assign and/or transfer this Lease and/or sublet the Demised Premises to a parent entity, if any, or any of its partners, shareholders, constituent partners, subsidiaries, affiliates, or related entities, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase or public offering. Such assignment, sublease and/or transfer of the Lease and/or Demised Premises shall not constitute an unauthorized assignment, sublease or transfer of this Lease and/or Demised Premises and shall not require the consent of the Landlord; provided, however, that Tenant shall remain primarily liable for the obligations and/or liabilities under this Lease.

(b) If Tenant subleases space on Tenant's Facility to another commercial carrier with Landlord's consent, Tenant shall pay Landlord monthly as additional Rent a sum equal to one-half the monthly sublease rental collected by Tenant from the co-locating carrier. In the event Tenant collects co-location sublease rents on an annual basis, then instead, Tenant shall pay Landlord annually as additional Rent a sum equal to one-half the annual sublease rental collected by Tenant from the co-locating carrier.

DEFAULT

7. If Tenant shall fail to pay any rent due hereunder and such failure shall not be corrected within ten (10) business days after Tenant shall have received written notice from Landlord of such failure, or if Tenant shall fail to perform any agreements or conditions contained herein, and such failure shall not be corrected within a reasonable period of time (which shall not exceed thirty (30) days) after Tenant shall have received written notice from Landlord of such failure (or such longer period as may be required to correct such failure, if within said thirty (30) days, Tenant shall commence to correct the same and thereafter diligently pursue the correction thereof), Tenant shall be in default hereunder. Upon the occurrence of any such event of default, Landlord shall have all rights permitted by law, including, but not

limited to, the right at its election to terminate this Lease and thereafter, Landlord may re-enter the Demised Premises and take possession thereof in any manner then permitted by law.

EMINENT DOMAIN

8. In the event the Demised Premises or any part thereof shall be taken or condemned permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the compensation award for the fee and the leasehold shall belong to and be the property of the Landlord. Tenant shall, however, be entitled to file a separate action and shall have the further right to claim therein such compensation as may be separately awarded or allocated for Tenant's Facility and/or by reason of the cost of and/or loss suffered by Tenant's business, and/or the costs of and/or loss suffered by removing Tenant's fixtures, leasehold improvements, Facility and equipment, together with relocation costs.

HOLDING OVER

9. (a) In the event Tenant continues to occupy the Demised Premises after the last day of the term hereby created, a tenancy from month to month only shall be created and not for any longer period. The month-to-month tenancy may be terminated by either party upon thirty (30) days advance written notice.

(b) In the event Tenant abandons the Demised Premises at any time during the term of this Lease, Tenant shall give written notice thereof to Landlord.

UTILITIES

10. Landlord shall have the responsibility to cooperate with Tenant, not involving the payment of any fee or other consideration, in order to ensure that all utilities are made available to at the property line of the Demised Premises necessary to allow Tenant and any other users of the Tower to fully operate their respective businesses conducted thereon. Tenant shall pay all new utility installation charges, if any, and all utility charges used in connection with the Tenant's business and the construction of Tenant's Facility. Landlord shall pay for all utility charges used in connection with its Equipment on Tenant's Tower.

RECORDING AND EASEMENTS

11. (a) A short form referring to this Lease describing the property herein demised and setting forth the term of this Lease may be recorded by either the Landlord or Tenant, at Tenant's sole cost and expense.

(b) Landlord does hereby grant and convey to Tenant and does hereby grant and convey to any and all utility companies providing utility services to Tenant's Facility a nonexclusive easement on, over and/or under the Premises in order to provide the Demised Premises, twenty-four (24) hours per day and seven (7) days per week, with utilities, vehicular and pedestrian ingress and egress, and ingress and egress for the construction, repair, installation, and maintenance of Tenant's Facility and the utilities supplying the Demised Premises. In

the event Tenant and/or any or all of the respective utility companies require, at any time during the Term of this Lease, separate recordable easements on, over, and/or under the Premises in order to provide the Demised Premises with utilities and/or ingress and egress, Landlord shall grant and convey said separate easements to Tenant and/or to said utility companies at no cost or expense to Tenant for the granting of said easements. Said easements, if any, shall be recorded at Tenant's and/or the utility company's sole cost and expense.

SURRENDER AT END OF TERM

12. Subject to the provisions of paragraph 13 hereinbelow, at the expiration or termination of this Lease, whether by Tenant's default, lapse of time or otherwise, Tenant will peaceably and quietly surrender to Landlord all of the Demised Premises, in good condition, reasonable wear and tear, acts of God, and other causes beyond the control of Tenant excepted, subject to the terms hereof. In such event, Tenant shall have no claims for refund of any rent paid to Landlord through said date of expiration or termination.

TITLE TO IMPROVEMENTS

13. (a) Subject to the provisions of paragraph 13(b) hereinbelow, title to Tenant's Facility, as well as all fixtures and chattels used by Tenant in connection therewith, shall be and shall remain the property of Tenant and the exclusive ownership by Tenant is herein acknowledged by Landlord.

(b) Upon the occurrence of any of the following, Tenant will remove Tenant's Facility and restore the Demised Premises to substantially the condition existing on the Commencement Date, exclusive of ordinary wear and tear and casualty loss:

- (i) Expiration of the term of this Lease; or
- (ii) Abandonment of the Demised Premises by Tenant during the term of this Lease; or
- (iii) Termination of this Lease prior to the expiration of the term by Landlord exercising its rights under the default provisions hereof.

BROKERS

14. The parties hereto mutually warrant, represent and agree to and with each other that there are no real estate brokers involved in this transaction. Landlord and Tenant hereby respectively further warrant and represent to and with each other that any fees, commissions or remunerations claimed by reason of this transaction shall be the sole obligation of said party claimed against, and said party shall indemnify and hold harmless the other from and against any and all demands, losses, costs and expenses of any kind whatsoever arising out of, by reason of, or in connection with said claim for a broker's commission in this transaction.

NOTICES

15. All notices required under this Lease to be served upon either party shall be sent by registered or certified mail, return receipt requested, and shall be deemed served when deposited in the United States mail, properly stamped and addressed to the party for whom it is intended at its address hereinabove set forth (in the case of notice to Tenant, a copy of all notices must be forwarded to SprintCom, Inc., 8140 Ward Parkway, Kansas City, Missouri 64114 ATT: V.P.-Law General Business and Technology, and in the case of notice to Landlord, a copy of all notices must be forwarded to The City of Gahanna, 200 S. Hamilton Road, Gahanna, Ohio, 43230, ATT: Director of Public Service), or to such other address as the Landlord or Tenant shall hereafter give notice to the other in writing. Notwithstanding anything to the contrary contained herein, any notice given hereunder which is either returned or unclaimed shall be deemed served when deposited in the United States mail, properly stamped and addressed to the other party for whom it is intended.

MISCELLANEOUS PROVISIONS

16. (a) It is mutually stipulated and agreed by and between the parties hereto that this instrument contains the entire agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations, promises or undertakings whatsoever by the respective parties in any way affecting the subject matter of this Lease which are not expressly contained in this instrument and no change, alteration or modification hereof may be made except in writing signed by both parties hereto.

(b) The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective permitted heirs, successors, assigns, and personal representatives.

(c) This Lease shall be construed under the laws of the State of Ohio.

(d) Tenant, or its authorized representatives, shall be given and is hereby granted the right of ingress and egress in, on, over and through the Premises at any and all reasonable times for the purpose of constructing the Tenant's Facility and/or for the purpose of determining what repairs or replacements, if any, are necessary to be made by Tenant and for the further purpose of making said necessary repairs or replacements.

(e) This Lease and Tenant's obligation hereunder are subject to and specifically contingent upon the following conditions (all of which must be met without cost or expense to the Landlord), which must be satisfied as set forth herein within twelve (12) months from the Effective Date of this Lease Agreement:

(i) Tenant obtaining, at its expense, all governmental approvals (including, but not limited to, platting, subdivision, zoning, zoning variances and/or rezoning classifications) necessary, in Tenant's sole opinion, to allow Tenant to develop the Demised Premises as intended by Tenant. Tenant shall submit applications to commence the appropriate proceedings to

obtain such approvals, if necessary. Landlord agrees to reasonably cooperate in every manner with Tenant and assist Tenant in obtaining the appropriate approvals as aforesaid.

(ii) A determination, in Tenant's sole opinion, that the Premises and/or Demised Premises are satisfactory for the Tenant's intended use. In order to make such determination, Landlord hereby grants to Tenant, its agents, contractors, licensees and/or employees, the right to enter the Premises and Demised Premises for the purpose of conducting engineering tests, soil test borings, preparing a survey, environmental studies and assessments, and an inspection of utility services, as well as such other tests as Tenant, in its sole discretion, shall determine to make on or about the Premises and Demised Premises.

(a) Upon completion of said tests, Tenant shall restore the Premises to substantially its condition prior to Tenant's conducting such tests; and

(b) Tenant does hereby indemnify and hold harmless Landlord from and against any and all losses, damages, costs and expenses of any kind whatsoever arising out of, by reason of, or in connection with Tenant's exercise of its rights pursuant to this subparagraph 16(e)(ii).

(iii) The Demised Premises being acceptable to Tenant, in its sole opinion, for purposes of receiving and transmitting wireless voice, data and other radio transmissions in accordance with Tenant's intended use and engineering and other requirements.

(iv) Tenant obtaining all necessary Licenses and permits enabling Tenant to construct Tenant's Facility and operate Tenant's intended business.

(v) Tenant and/or the utility companies receiving from Landlord, if necessary, the easement(s) referred to in Paragraph 11 hereinabove, which easement(s) must be acceptable to counsel for Tenant and/or the respective utility company.

(vi) Tenant receiving a Policy of Leasehold Title Insurance solely acceptable to counsel for Tenant.

(vii) Tenant receiving a Consent, Attornment and Non-Disturbance, if applicable, in form and substance solely acceptable to counsel for Tenant.

(viii) Tenant obtaining Landlord's approval of its plans and specifications for construction.

(ix) Landlord and Tenant mutually agreeing to the location of the Demised Premises. Tenant shall have a survey of the Demised Premises prepared at its sole cost and expense.

(x) The Title Company issuing the Policy of Title Insurance receiving a certified copy of the Gahanna Council Ordinance whereby Landlord was authorized, as aforesaid, and that the City officials executing this Lease are authorized to act on behalf of the City of Gahanna.

In the event said conditions/contingencies are not met to Tenant's sole satisfaction by said date, this Lease Agreement shall automatically and immediately terminate without any further action being necessary by either of the parties hereto and shall be of no further force

and effect as between the parties hereto, unless said date is extended by the mutual agreement of the parties hereto.

(f) One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The failure of Landlord to insist upon a strict performance of any term, condition or covenant contained in this Lease shall not be deemed a waiver of any rights or remedies that Landlord may have under this Lease and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein contained, and any such failure shall not be construed as creating a custom of Landlord excepting other than strict performance or as modifying in any way the terms, covenants or conditions of this Lease. No breach by Tenant of a covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. No act or thing done by Landlord or Landlord's agents shall be deemed an acceptance of surrender of the Demised Premises and/or Tenant's Facility and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. In addition to any and all other remedies available to Landlord under this Lease, Landlord may obtain an injunction to restrain any breach or threatened breach of any term, covenant or condition of this Lease. The rights and remedies of Landlord under this Lease or under any specific paragraph, section, subsection or clause hereof, shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere under this Lease. Nothing contained in this Lease shall be construed to confer upon any entity, other than Tenant, any rights, benefits, or causes of action except to the extent specifically otherwise provided in this Lease.

(g) Tenant hereby expressly waives any rights of recovery that it may have against Landlord for any and all liability and expense for loss, damage or destruction of property belonging to it, resulting from perils ordinarily covered by standard "ALL RISK" policies for fire and extended coverage insurance, vandalism, and malicious mischief and originating from any cause whatsoever, including excluding, however, acts, negligence and/or omissions of Landlord, its agents, licensees, lessees, or employees.

(h) Tenant shall be responsible for full compliance with all building, fire, zoning, or other codes applicable to the Demised Premises, Tenant's Facility, Tenant's future communications equipment, if any, and Tenant's use of the Demised Premises.

(i) If any waste be committed by Tenant or any of its agents, employees, Contractors, and/or guests, upon or damage be done to the Premises, Demised Premises, equipment and fixtures, Landlord may enter upon the same to terminate such waste and bring its action for damages against Tenant for such waste and damage.

(j) Landlord understands that monetary damages are not sufficient in the event of breach of Landlord's obligations to lease the Demised Premises to Tenant and perform pursuant to the terms hereof; therefore, failure to perform by Landlord herein shall entitle Tenant to specific performance to enforce the terms, provisions and/or validity of this Lease on behalf of Tenant.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first above written.

SIGNED IN THE PRESENCE OF:

LANDLORD: THE CITY OF GAHANNA

Print Name: _____

By: _____
Its: Mayor

Print Name: _____

APPROVED AS TO FORM:

LAW DIRECTOR

SIGNED IN THE PRESENCE OF:

TENANT: SPRINT'COM, INC.

Print Name: _____

By: _____
Its: _____

Print Name: _____

EXHIBIT A
Legal Description

Situated in the State of Ohio, County of Franklin and in the City of Gahanna:

Being two and one-fourth (2 1/4) acres, more or less off of the east end of a four and three-tenth (4.3) acre tract now standing in the names of Oliver W. Strait and Lizzie Strait, and more particularly described as follows:

Beginning at a point in the south corporation line of the Village of Gahanna, Ohio, (as the same is located and as recorded in Plat Book No. 7, page 17, Franklin County Records), said point being in the north line of the said 4.3 acre tract, 226 feet easterly from the east line of Oklahoma Street; thence with the south corporation line and the north line of the said 4.3 acre tract south 86 degrees 30" E. 516.77 feet, (passing an iron pin at 124.77 feet and also passing an iron pin at 494.77 feet), to an iron pin in the center line of Sycamore Run; thence with the center line of said run and the meanderings thereof, S. 11 degrees 12" W. 161.00 feet to a point; thence S. 20 degrees 12" E. 30 feet to a point; thence with the south line of the said 4.3 acre tract N. 86 degrees 30" W. 510.47 feet, (passing an iron pin at 30 feet) to an iron pin; thence N. 3 degrees 30" E. 194.3 feet to an iron pin at the place of beginning, containing 2.25 acres more or less.

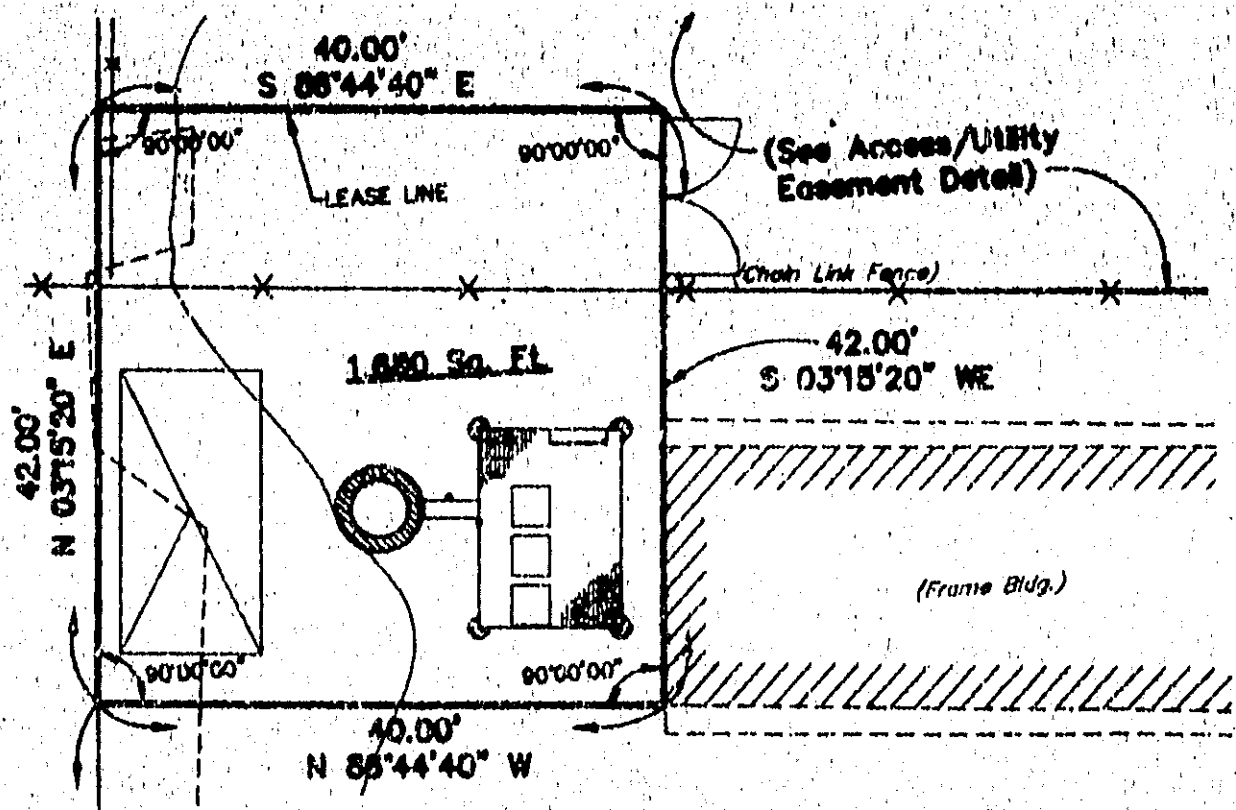


EXHIBIT B
Site Plan

