

AMENDMENT TO PCS SITE AGREEMENT

This Amendment to PCS Site Agreement ("Amendment") is entered into as of the _____ day of February, 1998, and amends that PCS Site Agreement ("Agreement") executed as of the 7th day of February, 1997, between the Town of New Paltz ("Owner") and Sprint Spectrum L.P. ("SSLP"). The Agreement is hereby amended as hereinafter provided. If there is any conflict between the provisions of this Amendment and those of the Agreement, the provisions of this Amendment will control.

1. **Consideration.** In consideration for Owner's consent to a co-location sublease agreement between SSLP (as Sublessor) and PriCellular (as Sublessee), SSLP agrees to the following amendment to paragraph 3 of the Agreement.
2. **Amendment of Paragraph 3.** Paragraph 3 of the Agreement is hereby amended by deleting paragraph 3 and inserting in lieu thereof a new paragraph 3, to read as follows:

Rent will be paid annually in advance beginning on the Commencement Date and on each anniversary of it. Until the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, or (b) the first day of the month following commencement of physical preparation of the Site, the rent will be \$100, the receipt of which Owner acknowledges. Thereafter, the annual rent will be \$12,000 payable prior to January 5 each year.

At the time PriCellular co-locates on the Site SSLP currently leases from Owner, rent payable by SSLP under the Agreement will increase to a total annual rent of \$15,600.00, with the increased amount of rent for the remainder of the current lease year to be paid in one lump sum, prorated from the date PriCellular commences physical installation of its equipment, through the next anniversary of the Commencement Date (February 7, 1999). The increase in rent will become effective upon the date PriCellular commences physical installation of its equipment on the Site. In the event that PriCellular terminates its co-location sublease with SSLP at any time before February 7, 1999, Owner will reimburse SSLP for a pro rata portion of the prepaid increased amount of rent.

Beginning February 7, 1999 and continuing for the remainder of the Initial Term, annual rent in the amount of \$15,600.00 will be paid prior to January 5 each year, until increased as set forth herein. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by fifteen percent (15%).

If at any time PriCellular should be in default in making any rent payment to SSLP under its co-location sublease with SSLP, rent payments from SSLP to Owner will immediately revert back to \$12,000 per year (if during the Initial Term), or at the then-prevailing increased rate (if during a Renewal Term). SSLP will give Owner notice of any default by PriCellular in making rent payments to SSLP at the same time it gives such notice to PriCellular. Beginning on the first day of the first month immediately following PriCellular's cure of any default in the payment of rent due to SSLP, SSLP will resume making rent payments in the amount of \$15,600 per year (if during the Initial Term), or at the then-prevailing increased rate (if during a Renewal Term).

Upon termination of the co-location sublease between PriCellular and SSLP for any reason, the rent payable by SSLP under this Agreement will revert to \$12,000 per year (if during the Initial Term), or at the then-prevailing increased rate (if during a Renewal Term).

3. **Owner's Consent to Co-Location Sublease.** Owner hereby consents to SSLP's co-location sublease of a portion of the Site to Omnipoint.
4. **No Other Changes.** All other terms and conditions of the Agreement shall remain in full force and effect as though set forth herein.

"OWNER"
Town of New Paltz

"SSLP"
Sprint Spectrum L.P.

By: _____
Name: Susan Zimet
Title: Supervisor

By: _____
Name: Michael W. Volk
Title: Director, Engineering &
Operations, Albany MTA

Dated: _____

Dated: _____

Address: P.O. Box 550
New Paltz, NY 12561

Address: 4 British American Boulevard
Latham, New York 12110

MEMORANDUM OF AMENDMENT TO
PCS SITE AGREEMENT

This Memorandum of Amendment to PCS Site Agreement ("Memorandum") evidences that an amendment was made to a lease made and entered into by written PCS Site Agreement dated February 7, 1997 ("Agreement"), between Town of New Paltz ("Owner"), and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), by Amendment to PCS Site Agreement dated _____, 1998 ("Amendment"), the terms and conditions of which Agreement and Amendment are incorporated herein by reference. This Memorandum modifies a previous Memorandum of PCS Site Agreement filed in the Office of the Ulster County Clerk on April 14, 1997.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located in the City of New Paltz, County of Ulster, State of New York within the property of Owner which is described as follows:

real property consisting of approximately 1,600 square feet of land, and space required for cable runs to connect PCS equipment and antennas, as further described in Schedule A attached hereto and incorporated herein and on the attached map, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on the date of full execution of the Agreement by both parties, which term is subject to four (4) additional five (5) year extension periods unless SSLP provides ninety (90) days notice not to renew prior to the termination date of the initial lease period or any subsequent extension period.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and date first above written.

"OWNER"
Town of New Paltz

"SSLP"
Sprint Spectrum L.P.

By: _____
Name: Susan Zimet
Title: Supervisor

By: _____
Name: Michael W. Volk
Title: Director, Engineering &
Operations, Albany MTA

Dated: _____

Dated: _____

Address: P.O. Box 550
New Paltz, NY 12561

Address: 4 British American Boulevard
Latham, New York 12110

EXHIBIT A

Site Name New Paltz Landfill

Site Description

Site I. D. AL03XC057

Real property consisting of approximately 1,600 square feet of land contained within the property situated in the Town of New Paltz, County of Ulster, State of New York, described in Schedule A and as further described on the attached site sketch.

Owner Initials _____

SSLP Initials _____

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

***[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]**

SCHEDULE "A" DESCRIPTION

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PARCEL A:

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ALL THAT CERTAIN PORTION of the lands of C. J. Wilson, situate in the Town of New Paltz, County of Ulster and State of New York, consisting of two parcel of land, being east of Route 32, and north and south of the present 50 foot right of way known as Pioneer Trail, bounded and described as follows:

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NORTH PARCEL: BEGINNING at a point on the easterly bounds of State Highway #308, Route 32, at the intersection of the northerly bounds of the 50 foot Right of Way for the town road known as Pioneer Trail; thence leaving said Route 32 road bounds, and following the northerly bounds of the Right of Way, being the southerly bounds of the parcel herein conveyed, South 70° 45' 30" East, 699.71 feet to an angle in said right of way; thence still along the right of way, South 85° 45' 30" East, 1243.79 feet to the easterly end of the Right of Way, being on the westerly bounds of other lands of the Town of New Paltz, and in the easterly bounds of the lands of C. J. Wilson; thence northerly, along the easterly bounds of Wilson, and following the centerline of a stone wall, North 21° 15' 40" East, 179.64 feet to a wall corner, being the northeast corner of the lands of Wilson, and the northeast corner of the parcel of land herein conveyed, and being a point on the southerly bounds of the lands now or formerly of E. E. Smith; thence westerly, following the centerline of a stone wall, the northerly bounds of Wilson, and the southerly bounds of Smith, the following: North 63° 49' 10" West, 150.30 feet, North 62° 42' 40" West, 963.61 feet and North 63° 08' 20" West, 376.74 feet to the intersection of a wall running south thru the lands of Wilson; thence leaving the north bounds of Wilson, the south bounds of Smith, and following the centerline of the wall, thru the lands of Wilson, South 27° 45' 40" West, 383.63 feet to a point in the remains of a wall and

SCHEDULE "A" DESCRIPTION

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wire fence line, thence westerly thru the lands of Wilson, North 69° 49' 50" West, 366.60 feet to a point on the easterly road bounds of said Route 32; thence southerly along said road bounds, South 20° 30' 20" West, 331.09 feet to the point or place of beginning. CONTAINING 19.393 Acres of land, more or less.

SOUTH PARCEL: BEGINNING at a point on the southerly bounds of the fifty foot Right of Way, leading from Route 32 to the property of the Town of New Paltz, being known as Pioneer Trail; and said point being South 70° 45' 30" East, 461.34 feet from the intersection of the southerly line of said right of way with the easterly bounds of Route 32, also being the northeast corner of the lands of C. F. Ott, as conveyed to him by Nellie J. Hickman by deed dated 17 October, 1964 and filed in Liber 1158 of Deeds at Page 970, in the Ulster County Clerk's Office; Thence leaving the Right of Way, and following the easterly bounds of Ott, South 09° 13' 30" West, 58.41 feet to a point, thence South 45° 06' 30" East, 266.64 feet, along the remains of a wire fence, to a stone monument on the easterly side of a brook; thence still following the remains of a wire fence line, South 49° 13' 30" West, 343.20 feet to a stone monument set at the intersection of stone walls, said stone marking the northeast corner of the lands of R. Wattles, the northeast corner of the lands of E. Hoag and the southeast corner of the lands of C. F. Ott; thence easterly, following the stone wall, the north bounds of Hoag, South 61° 16' 10" East, 1351.00 to a wall corner marking the southwest corner of the lands of the Town of New Paltz and being the southeast corner of the lands herein conveyed; thence leaving Hoag's northerly bounds and following the easterly bounds of Wilson, the westerly bounds of the Town of New Paltz, and the centerline of a stone wall, North 21° 57' 40" East, 320.08 feet to the end of the stone wall and the beginning

SCHEDULE "A" DESCRIPTION

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of a wire fence line; thence following the remains of the wall and a wire fence line, North 20° 21' 40" East, 693.20 feet to a point on the southerly bounds of the 50 foot Right of Way, at its intersection with the lands of the Town of New Paltz; thence westerly along the southerly bounds of the right of way, North 85° 45' 30" West, 1235.93 feet to an angle in the right of way; thence North 70° 45' 30" West, 246.45 feet to the point or place of BEGINNING, CONTAINING 20.529 Acres of land, more or less.

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BEING the same parcels as shown on a map entitled: "PROPERTY OF TOWN OF NEW PALTZ (FORMERLY C.J. WILSON)", dated December 1967, and filed in the Ulster County Clerk's Office as Map No. 2434.

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PARCEL B:

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ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of New Paltz, County of Ulster and State of New York, bounded and described as follows:

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BEGINNING at a point, said point being a pipe on the easterly side of a driveway; thence North 18° 08' 40" West, 50.00 feet along the remaining lands of Hoag to a point in the center of said driveway; thence North 65° 43' 21" East, 348.45 feet along the remaining lands of Hoag to a point in the end of a stone wall, said point being the northeast corner of the remaining lands of Hoag; thence along the lands now of the Town of New Paltz and along said wall on the following courses, South 60° 31' 31" East, 72.89 feet; South 52° 37' 56" East, 55.98 feet to a 12" hickory tree; South 61° 13' 05" East, 244.24 feet to an 18" white oak tree; South 61° 32' 20" East, 170.60

SCHEDULE "A" DESCRIPTION

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feet; South 62° 57' 33" East, 259.98 feet; South 60° 40' 54" East, 273.74 feet and South 61° 00' 36" East, 596.67 feet; thence South 60° 49' 05" East, 854.66 feet; thence along a stone wall on the following courses: South 59° 35' 45" East, 189.59 feet; South 62° 02' 12" East, 244.65 feet; South 63° 03' 07" East, 168.91 feet; South 61° 19' 37" East, 143.32 feet; South 60° 07' 44" East, 267.98 feet; South 51° 30' 01" East, 99.24 feet; and South 60° 27' 31" East, 189.11 feet to the bounds of the New York State Thruway; thence along said Thruway south 15° 06' 17" West, 332.56 feet to a monument and South 14° 42' 07" West, 395.53 feet through a monument to a point in a stone wall; thence along said wall North 60° 11' 29" West, 246.13 feet and North 60° 08' 29" West, 111.08 feet to a blazed oak tree in a wall intersection; thence along said wall South 29° 47' 16" West, 320.49 feet and South 28° 45' 50" West, 367.02 feet to a stake in a pile of rocks in a wall intersection; thence along said wall on the following courses; North 57° 43' 50" West 439.61 feet; North 59° 01' 23" West, 308.99 feet; North 55° 53' 33" West, 72.13 feet to a 16" oak tree; North 59° 00' 05" West, 225.66 feet; North 57° 29' 53" West, 151.48 feet; North 58° 14' 43" West, 211.84 feet and North 59° 10' 16" West, 238.14 feet to a rod; thence along the lands of Coogan North 14° 40' 13" East, 765.73 feet to a rod; thence still along the lands of Coogan on the following courses; North 60° 42' 45" West, 229.96 feet to a rod in a stone wall; North 60° 33' 18" West, 185.85 feet along said wall to a rod in the root of a 10" elm tree; South 84° 34' 00" West, 138.08 feet to a rod; North 72° 40' 11" West, 92.68 feet to an "X" in a rock in a wall, and along said wall North 10° 54' 35" West, 124.29 feet to a pipe; thence along the lands of Kinsella on the following courses; North 00° 00' 46" West, 127.52 feet to a pipe; North 25° 30' 01" East, 274.13 feet to a pipe; North 60° 17' 55" West, 362.50 feet to a point; South 88° 18' 13" West, 471.70 feet to a pipe; and North 45° 12' 26" West, 453.19 feet to the point or place

SCHEDULE "A" DESCRIPTION

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of BEGINNING. Containing 78.596 acres to be the same more or less. All bearing are as the compass pointed in the year 1970.-

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ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of New Paltz, County of Ulster and State of New York, bounded and described as follows:

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BEGINNING at a point on the easterly side of Route 32 leading from Kingston to New Paltz; thence along the center of a dirt lane and the lands of Marcucci on the following courses; South 52° 42' 39" East, 168.50 feet , South 58° 27' 39" East 188.10 feet, South 06° 56' 39" East, 140.80 feet, South 58° 43' 39" East, 231.80 feet, South 47° 27' 39" East, 200.40 feet, South 84° 18' 39" East, 223.40 feet and North 71° 51' 21" East, 144.50 feet to an iron pipe; thence North 18° 08' 40" West, 50.00 feet to a point; thence along other lands of Hoag on the following courses; South 71° 51' 21" West 133.95 feet, North 84° 18' 39" West, 196.19 feet, North 47° 27' 39" West, 188.68 feet, North 58° 43' 39" West, 212.46 feet, North 06° 56' 39" West, 140.66 feet, North 58° 27' 39" West, 209.72 feet and North 52° 42' 39" West, 90.65 feet to the lands of Wattles; thence along the lands of said Wattles, south 28° 43' 22" West, 40.45 feet and North 52° 42' 39" West, 84.25 feet to a point on the easterly side of said Route 32; thence along said Route 32, South 21° 11' 21" East, 10.41 feet to the point or place of BEGINNING, CONTAINING 1.389 acres to be the same more or less. All bearings are as the compass pointed in the year 1970.

ACKNOWLEDGMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF)

On the _____ day of _____, 1998, before me personally came Susan Zimet, to me known, who being by me duly sworn, did depose and say that she resides at _____; that she is the Supervisor of the Town Board of the Town of New Paltz, and that she is fully authorized to execute the foregoing and has done so on behalf of the Town Board.

Notary Public

STATE OF NEW YORK)

ss:

COUNTY OF ALBANY)

On this _____ day of _____, 1998, before me personally came Michael W. Volk, to me known, who, being by me duly sworn, did depose and say that he resides at Delanson, New York; that he is the Director, Engineering & Operations, Albany MTA of Sprint Spectrum L.P.; that he is duly authorized to, and did, sign his name thereto as agent of the partnership; and that said instrument was executed on behalf said partnership.

Notary Public

Site Name: New Paltz

Site I. D. HLG3XC057

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site described below:

(Check appropriate box(es))

- Real property consisting of approximately 1,600 square feet of land;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") SSLP signs this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, or (b) the first day of the month following commencement of physical preparation of the Site, rent will be [redacted] the receipt of which Owner acknowledges. Thereafter, rent will be paid in annual installments in the amount of [redacted] (until increased as set forth herein), partial years to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by [redacted].

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner will not have unsupervised access to the Site or to the PCS equipment; such access by the Owner will not be unreasonably withheld.

5. Assignment/Subletting. SSLP will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SSLP may assign or sublet without Owner's prior written consent to any party controlling, controlled by or under common control with SSLP or to any party which acquires substantially all of the assets of SSLP.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment which results in technical interference problems with SSLP's then existing equipment.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. SSLP may terminate this Agreement at any time by notice to

Owner without further liability if SSLP does not obtain all permits or other approval (collectively, "approval") required from any governmental authority or any easement required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose.

12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B, C, D and E.

OWNER: TOWN OF NEW PALTZ

By: [Signature]
Its: Supervisor
SSLP Tax No.: 14-6002334

See Exhibit A1 for continuation of Owner signatures
Address: P.O. Box 550, New Paltz, NY 12561
Date: January 31, 1997

SPRINT SPECTRUM L.P., a Delaware limited partnership
By: [Signature]
Its: Director F/O
Address: 4 British American Boulevard, Latham, NY 12110
Date: February 7, 1997

EXHIBIT A

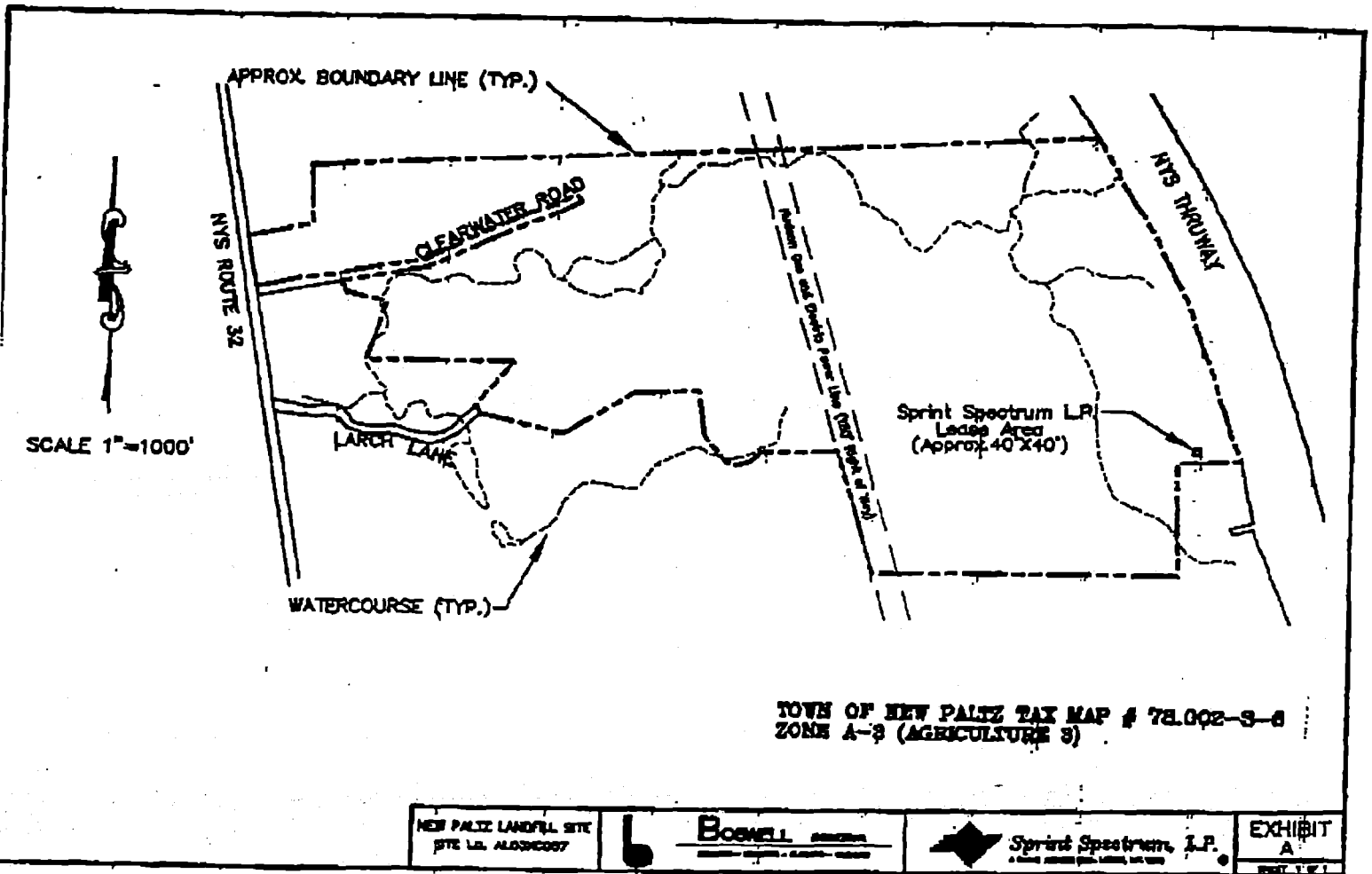
Site Name _____

PCS Site Agreement
Site Description

Site I.D. _____

Site situated in the
City of _____ County of _____ State of _____
commonly described as _____

Sketch of Site:



Owner Initials B Zimet
SSLP Initials [Signature]

Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

NEW PALTZ LANDFILL SITE SITE NO. ALDORCO07	 BOSWELL ENGINEERING <small>ENGINEERS - ARCHITECTS - LANDSCAPE ARCHITECTS</small>	 Sprint Spectrum, L.P. <small>A SPRINT SPECTRUM COMPANY</small>	EXHIBIT A <small>FIG. 1.1</small>
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EXHIBIT B

**PCS Site Agreement
Memorandum of PCS Site Agreement**

Site Name: New Paltz

Site ID: AL03XC057

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated February 7, 1997, between the Town of New Paltz ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at Clearwater Road, Town of New Paltz, County of Ulster, State of New Paltz, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on December 1, 1996, which term is subject to four (4) additional five (5) year extension periods by SSLP. January 1, 1997

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

Town of New Paltz

"SSLP"

Sprint Spectrum L.P.

Dated: January 31, 1997

Dated: February 7, 1997

By: S. Zimet

By: Michael W. Volk

Name: S. Zimet (Susan Zimet)

Name: Michael W. Volk

Title: Supervisor

Title: Director, E/O

Address: P.O. Box 550
New Paltz, NY 12561

Address: 4 British American Boulevard
Latham, New York 12110

STATE OF NEW YORK)

SS.:

COUNTY OF ALBANY)

On the 7th day of February, 1997, before me personally came Michael W. Volk, to me personally known, and who, being duly sworn, did depose and say that he resides in Delanson, Schenectady County, New York; that he is a duly authorized signatory of Sprint Spectrum L.P., and that he executed the within instrument on behalf of Sprint Spectrum L.P.



Notary Public

HALINA GAJEWSKI
Notary Public, State of New York
Qualified in Schenectady County
No. 4795965
Commission Expires Oct. 31, 1997

DEC-10-98 TUE 10:36

D

FAX NO. 5104320000

P. 08

EXHIBIT C**PCS Site Agreement
Miscellaneous**

Site Name: New Paltz

Site ID: _____

1. Rent shall be prepaid prior to January 1 of each year.
2. At the Owner's option, it may retain ownership of the equipment and improvements of SSLP, excluding electronic radio equipment, upon termination or expiration of this Agreement.
3. Anything in the foregoing Agreement to the contrary notwithstanding, the parties agree that there shall be added to Paragraph marked and numbered "3" of the foregoing PCS Site Agreement entitled "Rent," a new subdivision to read as follows:
 - "a. Notwithstanding the provisions for the commencement of the payment of rent due hereunder, the parties agree that in the event that SSLP shall receive, on or before June 30, 1997, all necessary approvals from the appropriate boards, bodies and/or agencies sufficient to support the issuance of a building permit, the entire annual rent in the amount of \$12,000.00 due for the initial term beginning January 1, 1997 through December 31, 1997 shall be paid without being pro-rated."
4. The parties agree that the last sentence contained in Paragraph marked and numbered "12" of the foregoing PCS Site Agreement entitled "Default" shall be deleted and that such paragraph shall be amended to contain a new provision to read as follows:

"If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default provided, however, that in no event shall such non-monetary default continue for more than 60 days;

 - "a. Notwithstanding the foregoing provisions related to non-monetary defaults, the parties agree that in the event that the defaulting party commences action to cure the default within the initial

30-day period and thereafter proceeds with due diligence to fully cure the default and in the further event that efforts by the defaulting party to cure are delayed owing to causes not within the reasonable control of the defaulting party, the defaulting party shall be entitled to an additional extension not to exceed 30 days within which to fully cure the default."

TOWN OF NEW PALTE

By x S. Zimet
S. Zimet Supervisor

SPRINT SPECTRUM L.P.

By Michael W. Josh

EXHIBIT D

SUBLETTING/CO-LOCATION

Site Name: **New Paltz**

Site ID: _____

In the event Owner consents to a sublet or co-location by SSLP to a Non-Affiliate for all or a portion of the Site, twenty percent (20%) of all Net Sublet Proceeds received from such Non-Affiliate will be paid to Owner by SSLP within thirty (30) days of actual receipt of a Gross Revenue Payment by SSLP. For purposes of this Agreement, the following terms will have the following meanings: "Non-Affiliate" means any party other than (i) any party controlling, controlled by, or under common control with SSLP, or (ii) any affiliated party acquiring substantially all of the assets of SSLP. "Net Sublet Proceeds" means, with respect to any Gross Revenue Payment, the amount (if any) by which Gross Revenue Payment exceeds Operating Expenses. "Gross Revenue Payment" means any sublease or co-location rental payment received by SSLP from a Non-Affiliate. "Operating Expenses" means the following reasonable expenses incurred by SSLP during the period relating to the Gross Revenue Payment and which pertain to the subject sublet or co-location premises: costs incurred under maintenance or service contracts, insurance premiums, real estate and personal property taxes and assessments, utility expenses, legal accounting and other professional fees, capital expenditures and extraordinary repairs, management fees, and any other customary and reasonable expenses related to the ordinary operation of the subject sublet or co-location premises, pro-rated equal among SSLP and each subtenant or co-locator.

Owner Initials

NS

SSLP Initials

MS

EXHIBIT E

Site Name: New Paltz

PCS Site Agreement

Site I.D.: _____

Insurance

SSLP will procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to Owner within 30 days of written request. Owner will be named an additional insured on such policy. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner.

Owner Initials *DS*

SSLP Initials *MD*