

Memorandum of Site Lease Agreement

21. Estoppel.

Either party shall, at any time upon thirty (30) days prior written notice from the other, execute acknowledge and deliver to the other a statement in writing (i) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying the Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Property. Failure to timely deliver such a statement shall be conclusive as a self-operative statement from the party from whom requested that (i) the Lease is in full force and effect (without modification except as may be properly represented by the requesting party), (ii) there are no uncured defaults in the requesting party's performance, and (iii) no more than one month's rent has been paid in advance.

22. Memorandum of Lease.

Concurrent with the execution of this Lease, the parties shall execute a Memorandum of Tower Lease attached hereto as Attachment 6 and Tenant may record the Memorandum, subject to any restrictions set forth in the Prime Lease.

23. Miscellaneous.

(a) This Lease constitutes the entire lease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties.

(b) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(c) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) All notices must be in writing and are effective five (5) days after deposit in the U.S. mail, certified and postage prepaid, or upon receipt when sent via nationally recognized overnight courier, to the address set forth below, or as otherwise provided by law.

If to Landlord, to:

VoiceStream PCS II Corporation
Attn: Lease Administrator
3650 131st Avenue SE, #200
Bellevue, WA 98006
Phone: (425) 653-4600
Fax: (425) 653-5050

With a copy to:

VoiceStream PCS II Corporation
Attn: Legal Department
3650 131st Avenue SE, #200
Bellevue, WA 98006
Phone: (425) 653-4600
Fax: (425) 653-5050

If to Tenant, to:

With a copy to:

Cricket Utah Property Company
c/o Cricket Communications Inc.
Attn: Legal Department or
Site Acquisition and Development
10307 Pacific Center Court
San Diego, CA 92121
Phone: (858) 882-6000
Fax: (858) 882-6080

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party.

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(e) This Lease shall be construed in accordance with the laws of the county and state in which the Land is located.

(f) All Riders, Exhibits, and Attachments annexed hereto form material parts of this Lease and are incorporated herein.

(g) This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

(h) Except for the indemnification obligations set forth in Paragraphs 19 and 20 above, each party agrees and hereby waives any claim for consequential, incidental, punitive, or economic damages or lost profits as to the other party.

(i) The substantially prevailing party in any litigation arising herewith shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

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

LANDLORD:
VoiceStream PCS II Corporation

By: 
Its: Director of Legal Affairs

Approved as to form: 
Regional Corporate Attorney

TENANT:
Cricket Utah Property Company

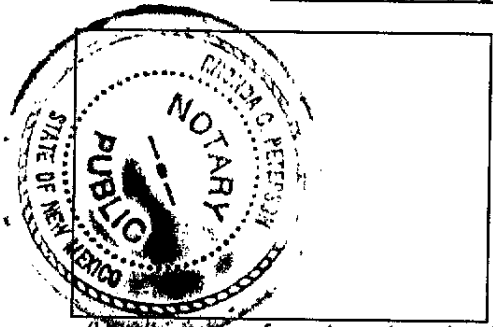
By: 
Its: KEITH D MORRIS
REGIONAL NETWORK DIRECTOR
CRICKET REGION III

STATE OF New Mexico)
COUNTY OF Bernalillo) ss.

I certify that I know or have satisfactory evidence that Keith D Morris is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Regional Network Director of Cricket Utah Property Co. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-29-00

Rhonda C Peterson



Notary Public Rhonda C. Peterson
Print Name Property Manager
My commission expires Cricket Region III 08-01-04

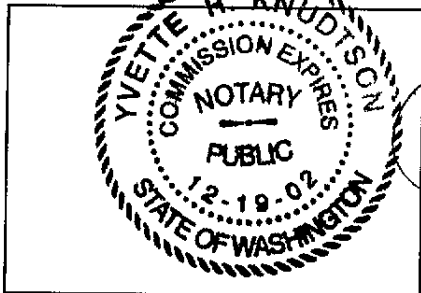
(Use this space for notary stamp/seal)

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that S. Shawn Jamail is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director of Legal Affairs of VoiceStream PCS II Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/12/00

Yvette R. Knudtson



Notary Public
Print Name Yvette R. Knudtson
My commission expires 12-19-02

(Use this space for notary stamp/seal)

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ATTACHMENT 1

LEGAL DESCRIPTION OF PROPERTY

to the Tower Lease dated October 12 2000 by and between VoiceStream PCS II Corporation, as Landlord, and Cricket Utah Property Company, as Tenant.

The legal description of the property is attached hereto 2 page(s).

Notes:

1. This Attachment may be replaced by a land survey of the Property once it is received by Tenant.

LEGAL DESCRIPTION
EXHIBIT A

Order No. 50715

Said property is a portion of Lot 159, SUNNYSIDE HEIGHTS, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian, thence North 0 degrees 02' 30" East along 2700 East Street 1138.67 feet; thence North 89 degrees 57' 30" West 33 feet to the true point of beginning; thence continuing North 89 degrees 57' 30" West 205.21 feet to the Southeast corner of Lot 106 of said Sunnyside Heights; thence along the Southerly line of Lot 106 South 62 degrees 54' West 77.12 feet to the Southeast corner of Lot 107; thence along the Southerly line of Lot 107, South 57 degrees 42' West 69.71 feet; thence leaving said lot line and running thence South 36 degrees 04' 10" East 123.06 feet; thence South 9 degrees 33' 04" West 92.15 feet; thence South 35 degrees 13' 03" West 18.98 feet; thence South 1 degree 21' 50" West 41.68 feet; thence South 29 degrees 14' 56" West 88.52 feet; thence South 49 degrees 28' 02" West 91.85 feet; thence South 21 degrees 56' 00" West 40.84 feet to the North line of Lot 206 of Sunnyside Heights No. 2, a plat of record, and lying within said Lot 206; thence along the Northerly line of said Lot 206 South 68 degrees 04' East 43.59 feet to an angle point on said Lot 206; thence South 15 degrees 00' 00" East 90 feet to the Southeast corner of said Lot 206; thence continuing South 15 degrees 00' 00" East along the East line of Lot 205; said Sunnyside Heights No. 2, 30.00 feet to the Northerly line of Lot 124, Sunnyside Heights; thence along the Northerly line of said Lot 124 North 59 degrees 00' 00" East 64.00 feet to the Northeast corner of said Lot 124, thence continuing North 59 degrees 00' 00" East along the Northerly line of 2665 East Street 50.00 feet; thence along the Easterly line of said Street South 31 degrees 00' 00" East 110.13 feet to the point of curvature of a 30-foot radius curve left, (the long chord of which bears South 60 degrees 28' 27" East 29.52 feet); thence long the arc of said curve 30.87 feet to its point of tangency, such point being on the North line of 4060 South Street; thence along the North line of said street South 89 degrees 57' 00" East 138.72 feet to the point of curvature of a 25-foot radius curve left (the long chord of which bears North 45 degrees 02' 45" East 35.36 feet); thence along the curve 39.27 feet to its point of tangency, such point being on the West line of 2700 East Street; thence along the West line of said street North 0 degrees 02' 30" East 652.08 feet to the true point of beginning. Together with vacated 2665 East Street.

LESS AND EXCEPTING the following described property:

COMMENCING at the Northeast corner of Lot 206, Sunnyside Heights No. 2 Subdivision, according to the official plat filed in Book "Y" of Plats at Page 99, records of Salt Lake County, Utah, and running thence North 68 degrees 04' West 75.37 feet; thence South 70 degrees 48' East 73 feet, more or less, to a point North 15 degrees 00' West 4.5 feet from the point of commencement; thence South 15 degrees 00' East 4.5 feet to the place of COMMENCEMENT.

ALSO LESS AND EXCEPTING that property now located within the plat of Capricorn Way Subdivision.

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LEGAL DESCRIPTION
EXHIBIT A

Order No. 50715

ALSO LESS AND EXCEPTING therefrom the following described property:

COMMENCING at a point on the West line of 2700 East Street that is 210.0 feet, more or less, East of the Southeast corner of Lot 106, SUNNYSIDE HEIGHTS, according to the official plat on record thereof in the office of the County Recorder, Salt Lake County, and running thence South along the West line of 2700 East Street 125 feet, thence West 100 feet, thence North 125 feet, thence East 100 feet, to the point of beginning, said property being the most Northeasterly piece of Lot 159, Sunnyside Heights Subdivision, with frontage of 125 feet on 2700 East Street. Together with a right of ingress and egress over a parcel of land with 25-foot frontage on 2700 East Street and 100 feet in depth contiguous to the South line of the above described property.

Tax ID # 16-34-479-017

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10/25/2000 02:45 PM 22.00
Book - 8396 Pg - 6182-6187
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
DWIGHT WRIGHT TREMAINE
JOE WARD
10500 NE 8TH ST #1800
BELLEVUE WA 98004
BY: RDJ, DEPUTY - MA 6 P.

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