

the last day of the month, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

5. Interference. Landlord shall not use, nor shall Landlord permit its Lessees, licensees, invitees or agents to use, any portion of the Property or the Building in any way which interferes with the operations of the Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to terminate said interference. In the event any such interference does not cease promptly, Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Lease. Landlord shall not permit the installation of any additional microwave dishes, antennas or towers on the Building which Tenant reasonably determines would interfere with the Antenna Facilities installed or to be installed by Tenant.

6. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to place and maintain on the Building improvements, personal property and facilities described in Exhibit B attached hereto which include radio transmitting and receiving antennas (the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Tenant.

(b) Tenant shall separately meter the charges for the consumption of electricity for power and/or lighting associated with its use and shall pay all costs associated therewith. Landlord shall make available for Tenants' use in operating the Antenna Facilities electricity at such service levels as are set forth in Exhibit B. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building. Landlord shall act diligently to correct the cause of any temporary variation, interruption or failure of utility service that may occur.

(c) Landlord shall provide Tenant ingress, egress, and access over and under the Property to and within the Building adequate to service the Tower and the Antenna Facilities at all times during this Lease at no additional charge to Tenant. Landlord shall execute an easement evidencing this right upon Tenant's request.

(d) Tenant agrees to paint the rooftop equipment to match the building colors.

7. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, on 30 days' written notice as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within 60 days of receipt of

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written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business; or (c) by Tenant if the Premises are or become unacceptable under the Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong.

8. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Property which is directly attributable to Tenant's use of the Property, and Landlord agrees to furnish proof of such increase to Tenant.

9. Insurance.

(a) Tenant will provide Comprehensive General Liability Insurance and name Landlord as an additional insured on the policy or policies, in an amount of \$1,000,000 bodily injury and \$250,000 property damage.

(b) Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

10. Destruction of Premises. If the Property or the Antenna Facilities are destroyed or damaged so as, in Tenant's judgment to hinder the effective use of the Antenna Facilities, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Landlord not more than 45 days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant.

11. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's determination, to render the Property unsuitable for the use which Tenant was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid rent, and business dislocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the

face of the exercise of the power, shall be treated as a taking by condemnation.

12. Hold Harmless. Tenant agrees to hold Landlord harmless from any and all claims arising from the installation, use, maintenance, repair or removal of Tenant's Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its agents or independent contractors.

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord, to: Radisson Suites Hotel
2510 Washington Blvd.
Ogden, UT 84401

If to Tenant, to: Salt Lake City Cellular Telephone
175 East 400 South Suite 506
Salt Lake City, Utah 84111

with a copy to: Legal Dept.
5808 Lake Washington Boulevard N.E.
Kirkland, Washington 98033
Attention: Jennifer Marsh

15. Title and Quiet Enjoyment.

(a) Landlord warrants that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Building free and clear of any liens or mortgages and (iii) the Property constitute a legal lot that may be leased without the need for any subdivision or platting approval. Landlord further warrants that Tenant shall have the quiet enjoyment of the Property during the term of this Lease.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Property or Tenant's ability to obtain leasehold financing, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

(c) Landlord represents and warrants to Tenant that hazardous substances have not been generated, stored or disposed of on the Premises nor have the same been transported to or over the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous

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or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Landlord will hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expenses or liability resulting from any breach of this representation and warranty including all attorneys' fees and costs incurred as a result thereof.

15. Assignment. Tenant may assign or sublet this lease upon notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease. Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any mortgagee shall not be less than ten (10) days after receipt of the default notice.

16. Successors and Assigns. This Lease shall run with the Property described on Exhibit A. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations

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or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Landlord agrees to cooperate with Tenant in executing any documents (including a Memorandum of Lease) necessary to protect Tenant's rights hereunder or Tenant's use of the Premises.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premise are located.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Tenant agrees to furnish one cellular telephone (mobil) for Landlord use during the month of October 1988. Landlord to pay the air time billing.

DATED as of the date first set forth above.

LANDLORD:

Radisson Suite Hotel

By [Signature]
Its General Manager

TENANT:

Salt Lake City Cellular Telephone Company
By McCaw Cellular Communications of Utah, Inc.
its general partner.

By [Signature]
Its Senior Vice President

STATE OF Washington)
COUNTY OF King) ss.

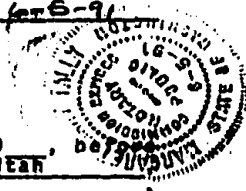
On this 4th day of September, 19 88, before me, a Notary Public in and for the State of Washington, personally appeared Steve Hooper, known to me to be the Senior Vice President of McCaw Communications of Utah, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto, if any, is the

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corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Margaret Mary Tully
Notary public in and for the state
of Washington, residing at Seattle
My appointment expires for 6-91



STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, I, _____, a Notary Public in and for the State of _____, personally appeared _____ known to me to be the _____ of _____, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary public in and for the state
of Utah, residing at _____
My appointment expires _____

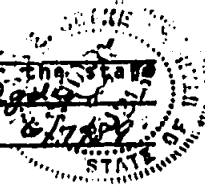
STATE OF Utah)
COUNTY OF Shaber) ss.

On this 16th day of August, 1988, before me, a Notary Public in and for the State of Utah, personally appeared Jan A. Schuman known to me to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

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Barbara E. Cooke
Notary public in and for the state
of Utah, residing at *Cedar*
My appointment expires *8/1/84*



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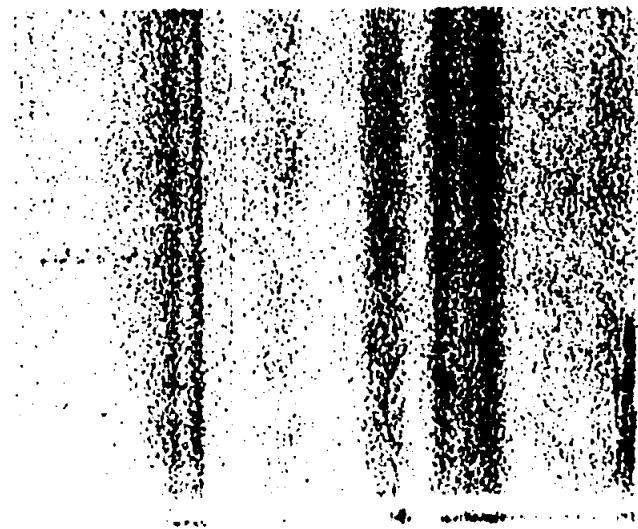


EXHIBIT A
LEGAL DESCRIPTION

to the Rooftop Lease Agreement dated November 1, 1987
between Radisson Suite Hotel, as Landlord,
and Salt Lake City Cellular Telephone Co., as Tenant

Pursuant to a Rooftop Lease Agreement dated
November 1, 1987, Salt Lake City Cellular Telephone Co.,
Tenant, is leasing from Radisson Suite Hotel, Landlord,
certain space on the Building (the "Building") which is located
on the following property owned by Landlord (the "Property"),
which Property is legally described as follows:

A part of Lots 5 and 6, Block 17, Plat "A" of Ogden City
Survey; beginning at the Northwest corner of said Lot 6, and
running thence South 0 degrees 58' West 200.0 feet; thence South
89 degrees 02' East 159.5 feet; thence North 0 degrees 58' East
100.0 feet; thence South 89 degrees 02' East 4.5 feet; thence
North 0 degree 58' East 100.0 feet; thence North 89 degrees 02'
West 164.0 feet to the place of beginning.

1068117

DOUG DROFFS
DEPUTY CLERK
BERNARD COUNTY RECORDS

1500

JAN 17 11:11 AM '89

McLain Cellular Communications
FILED AND RECORDED FOR

SEARCHED INDEXED
SERIALIZED FILED
VERIFIED MICROFILMED

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