

State: Utah
City: Salt Lake City
Cell I.D.: 7th East 21st South

05/22/97 3:24 PM 38.00
6651243
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
KES GARRICK
55 N 200 W STE 400
SLC UT
REC BY ID KILPACK DEPUTY - 67

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (This "Lease") is entered into this 22nd day of May, 1997 (Execution Date) between ABR Investment Company ("Landlord"), and Salt Lake City Cellular Telephone Company, a General Partnership ("Tenant").

1. **Premises**. Subject to the following terms and conditions, Landlord leases to Tenant a portion of the real property (the "Property") described in the attached Exhibit A. Tenant's use of the Property shall be limited to that portion of the Property, which does not include any existing improvements, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"), plus space to park one vehicle outside the fenced in area to service the site.

The Premises, located at approximately 2200 South 700 East (street address), Salt Lake City, Salt Lake, Utah (city, county, state), comprises approximately 800 square feet of asphalted property.

2. **Term**. The initial term of this Lease shall be five years, commencing upon the earlier of written notification by Tenant to Landlord of Tenant's receipt of all Governmental Approvals, or twelve months from Execution Date of this Lease (the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

If Tenant shall not have obtained all Governmental Approvals on or before the date specified in 2 above, then Tenant shall, by notice to Landlord, have the right to cancel all rights and obligations under this Lease.

3. **Permitted Use**. The Premises may be used by Tenant only for permitted uses, which are the transmission and reception of cellular telephone and radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. Landlord agrees that Tenant shall have the right to immediately terminate this Lease without any penalty or liability, if Tenant notifies Landlord of unacceptable results of any title report or of the survey or soils tests. Landlord also agrees that if, based on the result of any environmental investigation or inquiry, Tenant determines that the condition of the Property is unsatisfactory or if Tenant believes that leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability, Tenant may, without any penalty or liability, immediately terminate this Site Lease Agreement.

4. **Rent**.

Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of Six Hundred Dollars (\$600.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to ABR Investment Company, at Landlord's address specified in paragraph 13 below.

If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rents shall be refunded to Tenant.

5. **Renewal and Annual Rental Increases**. Tenant shall have the right to extend this Lease for four additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall be increased each year by a percentage equal to the percentage increase in the Consumer Price Index - US City Average - All Urban Consumers, or 8% whatever is the greater amount. The rental amount shall be adjusted each year throughout each five year renewal term and at the end of each year during the initial five year term. Landlord shall be responsible for communicating the amount of the rental adjustment to Tenant and shall provide Tenant with supporting data upon which the adjustment is calculated.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

6651243

SK 7673960425

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. **Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice.

7. **Improvements; Utilities; Access.**

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation an antenna tower and base, and any number of radio transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities"). Landlord's prior consent to the plans and specifications for such buildings and other improvements shall be required but shall not be unreasonably withheld or delayed and shall be deemed given as to those items listed in Exhibit C hereto. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall remove the Antenna Facilities upon termination of this Lease and restore the asphalted property to its original condition at time of lease initiation.

b. Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including the construction of a fence.

c. Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition.

d. Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities.

e. As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

f. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

a. if Tenant fails to pay amounts due under this Lease within ten (10) days of its receipt of written notice that such payments are overdue;

b. if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

9. **Termination:** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon ten (10) days' written notice in the event of a Default (as defined above);

(b) upon ninety (90) days' written notice by Tenant, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. 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. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(e) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises 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.

10. 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 Premises (excluding any additional taxes that relate to the period prior to the Commencement Date) which is directly attributable to Tenant's use of the Premises, and or Tenant's improvements on property, and Landlord agrees to furnish proof of such increase to Tenant.

11. Insurance and Subrogation.

a. Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

b. Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, 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, or sent by overnight carrier to the following addresses:

If to Landlord, to:

ABB Investment Company
4749 Idlewild Road
Salt Lake City, Utah 84124

If to Tenant, to:

Salt Lake City Cellular Telephone Company
5 Triad Center, Suite 400
Salt Lake City, Utah 84180
Attn: Site Acquisition Manager

14. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that Landlord has full right, power and authority to execute this Lease; it has good title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; the Premises constitute a legal

JK7673PG0427

lot; and execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

15. **Environmental Laws**. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment arising solely from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

16. **Assignment and Subleasing**. Provided Landlord's rights and interests are not adversely affected, Tenant may assign this Lease to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublet this Lease, upon notice to Landlord, only if such sublease is subject to the provisions of this Lease. All other assignments of this Lease must be approved by Landlord, which approval will not be unreasonably withheld.

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"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. 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 Mortgagees shall not be less than ten (10) days after receipt of the default notice.

17. **Successors and Assigns**. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. **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 which shall be deemed personal property for the purposes of this Lease, 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.

19. **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 ten (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 or understandings of any kind not set forth herein. Any amendments to this 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) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is 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.

Signed by the parties on the Execution Date specified on page 1.

LANDLORD:

ABB Investment Company
By Joe Anderson
Its Saint Venture Manager

TENANT:

Salt Lake City Cellular Telephone Company
By [Signature]
Its VP & GM

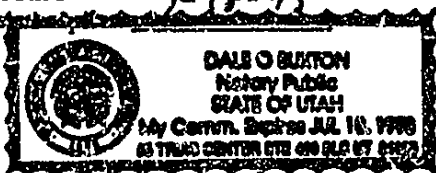
STATE OF Utah)
COUNTY OF Salt Lake) ss:

On this 30 day of August, 1995, before me personally appeared Terrence Connor, known to me to be the Vice President/General Manager of Salt Lake City Cellular Telephone Company, the General Partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said General Partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Dale O. Burton
NOTARY PUBLIC
My commission expires 7-18-95

AGR156
L.Rev. 110692

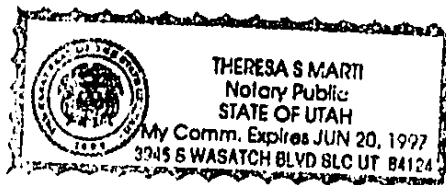


STATE OF Utah)
COUNTY OF Salt Lake) ss:

On this 21 day of August, 1995, before me personally appeared _____, known to me to be the individual described herein, who executed the within and foregoing instrument, and acknowledged that _____ signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Theresa S. Marti
NOTARY PUBLIC
My commission expires: 6-20-97



JK 7673PG0429

EXHIBIT A

to the Site Lease Agreement dated 8/30/95
between ABB Investment Company, as Landlord,
and Salt Lake City Cellular Telephone Company, as Tenant

Legal Description

LOTS 6, 7 & EAST 1/2 OF LOT 8 BLK 1 FOREST DALE PLAT 1

EXHIBIT B

to the Site Lease Agreement dated 8/30/95
between ABB Investment Company, as Landlord,
and Salt Lake City Cellular Telephone Company, as Tenant

The location of the Premises (including easements) within the Property is more particularly described or depicted as follows:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 5, BLOCK 1, FOREST DALE PLAT A IN SALT LAKE CITY, UTAH. SAID POINT BEING 11.00 FEET $50^{\circ} 13' 27''$ W ALONG SAID WEST LINE FROM THE NORTHWEST CORNER OF SAID LOT 5 AND ALSO BEING 624.46 FEET $89^{\circ} 58' 51''$ E ALONG THE MONUMENT LINE OF WILMINGTON AVE AND 153.06 FEET $90^{\circ} 13' 27''$ E FROM THE MONUMENT AT 600 EAST STREET AND WILMINGTON AVE. THENCE $50^{\circ} 13' 27''$ W 40.00 FEET ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF LOTS 4 AND 3. THENCE $N89^{\circ} 46' 33''$ W 17.50 FEET; THENCE $N0^{\circ} 13' 27''$ E 40.00 FEET; THENCE $S89^{\circ} 46' 33''$ E 17.50 FEET TO THE POINT OF BEGINNING
CONTAINING 0.016 ACRE

EXHIBIT C

to the Site Lease Agreement dated 8/30/95
between ABB Investment Company, as Landlord,
and Salt Lake City Cellular Telephone Company, as Tenant

Site Plan

(See attached full size site plan)