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Agreement Lessee: VoiceStream PCS II Corporation
Agreement Geographic Area: Utah, Idaho, Wyoming
Agreement Time Frame: April 1, 1997 - March 31, 2000
Parcel No. Lease No.

Exhibit A

NON-EXCLUSIVE PREMISES LEASE AGREEMENT

PacifiCorp, an Oregon corporation ("Lessor") and **VoiceStream PCS II Corporation**, a Delaware corporation ("Lessee"), enter into this PREMISES LEASE AGREEMENT ("Premises Lease") this day of ,

In consideration of the mutual terms, covenants, and conditions contained in this Premises Lease and in the Master Lease between the parties dated April 1, 1997, which is incorporated herein by reference, and to which this Premises Lease is subject, the parties agree as follows:

1. **Lease:** Lessor leases to Lessee the Premises described on Exhibit 1 attached hereto: Lessor has possession of the Site pursuant to [indicate]:

- Conveyance of title
- Pole lease
- Permit, license, or easement from _____

2. **Term:** The term of this Premises Lease shall be thirty (30) years commencing on 30th day of July 30, 1999, and shall run until 29th day of July 2029, subject to the conditions and provisions set forth in the Master Lease and this Premises Lease.

3. **Rent:** During the term of this Premises Lease, Lessee shall pay Basic Rent to Lessor in the initial amount of FOUR HUNDRED FIFTY DOLLARS (\$450.00) per month, to be increased as provided in the Master Lease, together with the additional rent described in Section 4 of the Master Lease. If Lessee is responsible to construct Improvements under Section 5(b) of the Master Lease and Section 4 of this Premises Lease, Lessee's obligation to pay Basic Rent shall commence on the date Lessee commences construction. If Lessor is responsible to construct Improvements under Section 5 of the Master Lease and Section 4 of this Premises Lease, Lessee's obligation to pay Basic Rent shall commence on the date on which Lessor notifies Lessee of the completion of construction. Prior to commencement of Lessee's obligation to pay Basic Rent, Lessee shall pay Lessor ONE HUNDRED DOLLARS (\$100.00) per month to Lessor as consideration for Lessor holding the Premises for Lessee's potential use. Lessee also agrees to reimburse Lessor for any reasonable expenses (using Lessor's standard rate plan for such charges) incurred by Lessor relating to Lessee's inspection, testing, use, or occupancy of the Premises, or activities preparatory to or constituting construction of Improvements or attachment of Equipment to Improvements on the Premises, regardless of whether Lessee terminates this Premises Lease prior to expiration of the term thereof.

7533426
12/14/1999 02:58 PM 20.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
VOICE STREAM WIRELESS
1497 S 700 W
SALT LAKE CITY UT 84106
BY: RDJ, DEPUTY - WI 6 P.

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4. **Improvements:** The following described Improvements are in existence or will be constructed on the Premises: [describe monopole, antenna tower type, height, manufacturer, and model number, as well as other Improvements: Three antennas and coax cable,

If the Improvements are to be constructed on the Premises, Lessee shall be responsible for the construction. If Lessor is responsible for the construction, the Construction Period shall be N/A weeks, commencing upon the date on which all necessary Governmental Approvals are obtained; provided, however, if Lessor encounters unanticipated delays through no fault of Lessor, the parties agree to extend the construction period.

5. **Equipment:** Lessee may use the following Equipment on the Premises: (Describe transmitters and receivers [with operating frequencies for each], and other personal property)
Antennas: 3 EMS 1930.2-1944.6 & 1850.2 -1864.6

6. **Addresses:** For purposes of payment of rent and giving notice, the parties' addresses and telephone numbers are as follows:

Lessor:	Lessee:
Address : <u>PacifiCorp</u>	<u>VoiceStream PCS II Corporation</u>
<u>1407 West North Temple</u>	<u>3650 - 131st Avenue SE, Suite 400</u>
<u>Salt Lake City, Utah 84140</u>	<u>Bellevue, Washington 98006</u>
Telephone: <u>801-220-2000</u>	<u>425-586-8700</u>
Fax _____	_____

IN WITNESS WHEREOF, the parties have executed this Premises Lease as of the date stated above.

PacifiCorp

By *Mik Wolf*
Title *Property Agent*

VoiceStream/PCS II Corporation

By *[Signature]*
Title *Assistant Vice-President*

Exhibit A

Description of Premises

The Premises that are the subject of the Premises Lease to which this Exhibit 1 is attached are located in Sandy in Salt Lake County, State of Utah, at the Site location of 8490 South Wasatch Blvd., and is more particularly described as follows:

VTDI 08-34-477-004-0000	DIST 11	TOTAL ACRES	14.63
UTAH POWER & LIGHT COMPANY	PRINT V UPDATE	REAL ESTATE	1303900
	LEGAL	BUILDINGS	3570000
% PACIFIC CORP - R. STRONG	TAX CLASS SA	MOTOR VEHIC	0
700 NE MULTNOMAH ST #700	EDIT 1 FACTOR BYPASS	TOTAL VALUE	0
PORTLAND OR	972322131		
LOC: 1407 W NORTHTEMPLE ST	EDIT 1	BOOK 5429	PAGE 0002
SUB:			DATE 00/00/0000
			TYPE UNKN PLAT
11/30/1999 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY			
COM AT SE COR SEC 34 T 1N R 1W SL MER W 36 RDS N 40 RDS TO S			
LINE OF NORTH TEMPLE ST E 632.9 FT S 250 FT E 536 FT S 410			
FT W 574.9 FT TO BEG 14.64 AC			

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

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Exhibit B

Leased Premises

Known as Pole Number 114-02-01, 359103

Exhibit C

MEMORANDUM OF LEASE

This is a Memorandum of Lease of a Master Lease and Premises Lease between **PacifiCorp**, whose address is 1407 West North Temple, S.L.C., Utah, as Lessor, and **VoiceStream PCS II Corporation**, whose address is 3650 - 131st Ave. SE, Suite 400, Bellevue, Washington 98006 as Lessee.

Date of Master Lease: April 1st 1997

Date of Premises Lease: July 15th, 1999

Description of Premises. See Exhibit 1 attached hereto.

Length of Term: 30 years

Commencement Date: July 15th, 1999

Renewal Options: 5 Five year terms

The purpose of this Memorandum of Lease is to give record notice of the Master Lease and the Premises Lease and of the rights created thereby, all of which are hereby confirmed and incorporated herein.

EXECUTED as of the dates set forth in the respective acknowledgments of the parties.

PacifiCorp

VoiceStream PCS II Corporation

By Mike Wolf

By [Signature]

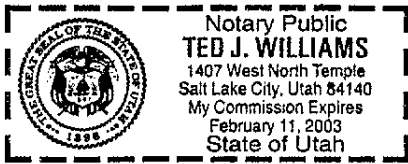
Title Property Agent

Title Assistant Vice-President

STATE OF Utah)

COUNTY OF S.L.) :SS

On the 30 day of July, 1999, Mike Wolf personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same for and on behalf of PacifiCorp as its PROPERTY AGENT



[Signature]
Notary Public

Residing at 7562 Kipling Ct.
SLC Ut. 84121

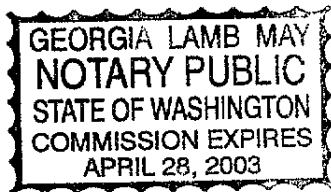
My commission expires:

2/11/03

STATE OF Washington)

COUNTY OF King) :SS

On the 11th day of August, 1999, Eric Baker personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same for and on behalf of VoiceStream PCS II Corporation as its Assistant Vice-President



[Signature]
Notary Public

Residing at Washington State

My commission expires:

4/28/03