

7533447

Site Name: SL1006D
Market: Salt Lake City

7533447
12/14/1999 02:59 PM 38.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
VOICE STREAK WIRELESS
1497 S 700 W
SALT LAKE CITY UT 84106
BY: RDJ, DEPUTY - WI 15 P.

Rooftop Lease Agreement

THIS ROOFTOP LEASE AGREEMENT (this "Lease") is effective this 26th day of January, 1996 (the "Commencement Date"), between Clift Building Partnership ("Landlord"), and Western PCS II Corporation, a Delaware corporation ("Tenant").

1. Premises. Subject to the following terms and conditions, Landlord leases to Tenant certain space on the roof of, and within, the building (the "Building") located on the real property (the "Property") described in the attached Exhibit A, sufficient for placement of Antenna Facilities (as defined below). The location and orientation of Tenant's space on the roof and within the Building, together with all necessary space and easements for access and utilities, is generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located at 10 West Broadway, Suite 500, Salt Lake City, Salt Lake County, Utah comprises approximately 200 square feet in the Building and approximately 200 square feet of rooftop space.

2. Term. The initial term of this Lease shall be five years beginning at commencement of construction, (the " Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred.

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the installation, 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 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 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. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, environmental survey or soils tests or governmental approvals prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

4. Rent.

(a) Tenant shall pay Landlord, as Rent, Eight Hundred Dollars (\$800.00) per month ("Rent"). Rent shall be payable on the fifth day of each month, in advance, the Clift Building Partnership at Landlord's address specified in Paragraph 12 below. Late rent penalty of 5% if not paid within 10 days of the 1st. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month.

(b) On the Anniversary Date of this Lease, and every Anniversary Date thereafter, the Rent shall be increased by ten percent 10 over the Rent paid over the preceding term.

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(c) 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 Rent shall be refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for two additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth paragraph 4. (b) herein.

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.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term 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 lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Neither, Landlord nor its Tenants shall install radio equipment which electronically interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written 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 written 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 necessary to operate its system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease, subject to the consent of Landlord which will not be unreasonably withheld. 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 have the right to remove the Antenna Facilities upon termination of this Lease.

(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, subject to the consent of Landlord which will not be unreasonably withheld.

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

(d) 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). Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Tenant shall have the right to install

necessary conduit and sleeving from the roof to the point of connection within the Building. Landlord shall diligently correct any variation, interruption or failure of utility service.

(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 Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, 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. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon fifteen (15) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that 15-day period;

(b) for non monetary defaults, upon thirty (30) days written notice by either party if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

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

(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.

(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 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.

9. 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 Property and Building. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right to pay said taxes and deduct them from Rent amounts due under this agreement.

10. 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.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from any and all 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.

12. 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:

Cliff Bldg. Partnership
10 W. Broadway, Suite 500
Salt Lake City, UT 84093
Phone: (801) 516-9900
Fax: (801) 521-9208

with a copy to:

Tad R. Callister
700 N. Brand Blvd., Suite 560
Glendale, CA 91203
Phone: (818) 500-1890
Fax: (818) 246-5535

If to Tenant, to:

Western PCS II Corporation
330 - 120th Avenue NE, Suite 200
Bellevue, WA 98005
Attn: PCS Leasing Administrator
Phone: (206) 635-0300
Fax: (206) 635-0126

Western PCS II Corporation
330 - 120th Avenue NE, Suite 200
Bellevue, WA 98005
Attn: Legal Department
Phone: (206) 635-0300
Fax: (206) 635-0126

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and Building 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; and (iii) 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.

14. 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

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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, that arising solely from Tenant's or Tenant's agents 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 14 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.

15. Assignment and Sublicensing. Tenant may assign this Lease and all other leases in the State of Utah, upon written notice, 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 sublease this Lease, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease. Except as provided in the first sentence above, Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld. In such case Tenant shall not be relieved of all liabilities and obligations hereunder.

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 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, however, Tenant will not be released from its obligations hereunder. 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 or to remove any property of Tenant or Mortgagee located on the premises, except that the cure period for any Mortgagee shall not be less than the time period, as provided in Section 8 of this Lease. All such notices to Mortgagee shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the premises, as provided in Section 18 of this Lease.

16. 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.



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17. Mediation and Arbitration. If any dispute or claim on law or equity arises out of the Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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 the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee'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 in substantially the form attached as Exhibit E) 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. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

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(k) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property) and Exhibit C (the site plan) may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibit(s).

EXHIBIT A

Legal Description

To the Site Lease Agreement dated _____, between _____
as Landlord, and Western PCS II Corporation, as Tenant.

The Property is legally described as follows:

To be provided when available and approved and initialed by
owner.

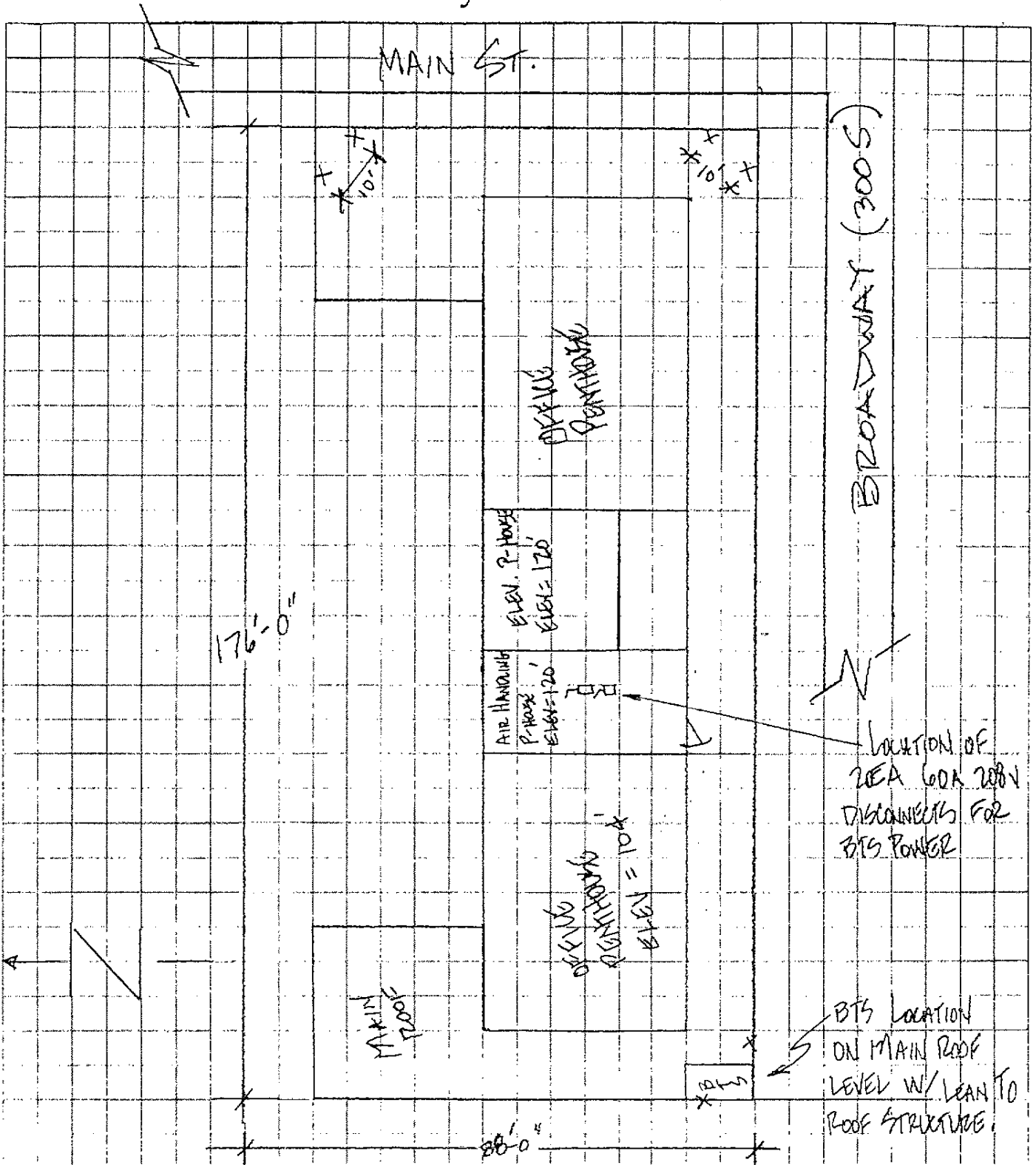
VTDI 15-01-280-033-0000	DIST 01A	TOTAL ACRES	0.31
CLIFT BUILDING PARTNERSHIP	PRINT P UPDATE	REAL ESTATE	644400
	LEGAL	BUILDINGS	923950
	TAX CLASS NE	MOTOR VEHIC	0
10 W BROADWAY ST # 500	EDIT 1 FACTOR BYPASS A	TOTAL VALUE	1568350
SALT LAKE CITY UT	841012002 GROWTH PCT 100		
LOC: 10 W 300 S	EDIT 1 BOOK 6456 PAGE 2933	DATE	05/29/92
SUB:		TYPE UNKN	PLAT

PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG AT SE COR LOT 1, BLK 58, PLAT "A", SLC SUR, N 79.5 FT; W
 10 RDS; S 79.5 FT E 10 RDS TO BEG. ALSO COM FR SW COR LOT 1,
 BLK 58, PLAT "A", SLC SUR., N 79.5 FT; W 5 FT; S 79.5 FT; E
 5 FT TO BEG. 5199-0999, 5325-1573, 1576, 1589, 1586
 6410-1723



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Preliminary Exhibit B Sketch



Site #: SL1006	Site Name: CLIFT BUILDINGS
APN:	Address: 10 WEST BROADWAY SLCL
Date: 12-20-95	Project Engineer: L. W. PAVLOS



Show landmarks, dimensions, magnetic & true North, access, equipment, coax runs, existing electrical & telco, electrical/telco runs

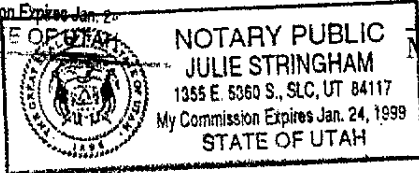
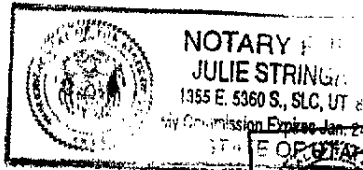
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STATE OF UTAH)
COUNTY OF SALT LAKE)

SS:

On this 30th day of January, 1996, before me personally appeared Allan H. Dietlein, known to me to be a Partner of the Clift Building Partnership, the partnership 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 Allan H. Dietlein was authorized to execute said instrument.
JANEETE C. WATKINS

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



Julie Stringham
NOTARY PUBLIC in and for the State of Utah
My commission expires 1-24-99

STATE OF Washington)
COUNTY OF King)

SS:

On this 22 day of February, 1996, before me personally appeared David Miller known to me to be the Vice President of Western PCS II Corporation, 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.

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



Amy S. Repasky
NOTARY PUBLIC in and for the State of Washington
My commission expires 7/1/99

EXHIBIT E

Memorandum of Lease

To the Rooftop Lease Agreement dated 26th day of January 1996 between the Clift Building Partnership, as Landlord, and Western PCS II Corporation, as Tenant.

After recording, please return to: Western PCS II Corporation
Attn: PCS Leasing Administrator
330 - 120th Avenue NE, Suite 200
Bellevue, WA 98005

Site Identification: SL1006D Market: Salt Lake City

Memorandum of Lease Between the Clift Building Partnership ("Landlord") and Western PCS II Corporation ("Tenant")

A Rooftop Lease Agreement between the Clift Building Partnership ("Landlord") and Western PCS II Corporation ("Tenant") was made regarding the following premises:

See attached exhibit A

The date of execution of the Rooftop Lease Agreement was _____. Subject Lease is for a term of five (5) years and will commence at the start of construction (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for two additional five year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this 21st day of February, 1996.

LANDLORD: The Clift Building Partnership

By: Jeanette Watkins as agent
Allan H. Dietlein

Its: Partner

TENANT: Western PCS II Corporation

By: [Signature]

Its: [Signature]



Amy S. Repasky
February 26, 1996



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Exhibit C
SL 1006D

Approximate Equipment List

Six (6) Panel Antennas
Six (6) Antenna Mounting Bases w/ Down Tilt Brackets
Two (2) BTS Cabinets
One (1) Demarcation Box for Electrical and Telco Connections



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EXHIBIT D

Environmental Laws

To the Rooftop Lease Agreement dated _____, between the Clift Building Partnership, as Landlord, and Western PCS II Corporation, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300j, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

EXHIBIT E

Memorandum of Lease

To the Rooftop Lease Agreement dated _____, between the Clift Building Partnership, as Landlord, and Western PCS II Corporation, as Tenant.

After recording, please return to: Western PCS II Corporation
Attn: PCS Leasing Administrator
330 - 120th Avenue NE, Suite 200
Bellevue, WA 98005

Site Identification: SL1006D Market: Salt Lake City

Memorandum of Lease Between the Clift Building Partnership ("Landlord") and Western PCS II Corporation ("Tenant")

A Rooftop Lease Agreement between the Clift Building Partnership ("Landlord") and Western PCS II Corporation ("Tenant") was made regarding the following premises:

See attached exhibit A

The date of execution of the Rooftop Lease Agreement was _____. Subject Lease is for a term of five (5) years and will commence at the start of construction (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five additional five year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this 20th day of January, 1996.

LANDLORD: The Clift Building Partnership

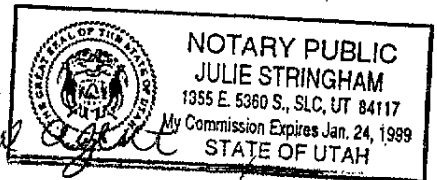
By: Jeanette Watkins as agent
Allan H. Dietlein

Its: Partner

TENANT: Western PCS II Corporation

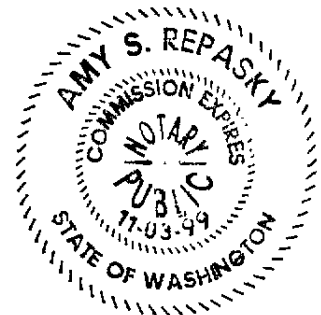
By: [Signature]

Its: VP



Julie Stringham

Amy S. Repasky
February 22, 1996



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The Execution Date of this Lease is the 26 day of January , 1996.

LANDLORD: The Clift Building Partnership

By: Jeanette Watkins as agent
Allan H. Dietlein

Its: Partner

TENANT: Western PCS-II Corporation

By: [Signature]

Its: VP

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