

Site: WWeber_Baugh
BUN: 829171

SECOND AMENDMENT TO SITE LEASE WITH OPTION

THIS SECOND AMENDMENT TO SITE LEASE WITH OPTION (this "Amendment") is made effective this 26 day of March, 2018, by and between **BAUGH ENTERPRISES, LLC**, a/k/a Baugh Enterprises, L.C., a Utah limited liability company ("Landlord"), having a mailing address of Attn: Dan Baugh and Tami Baugh, 4441 S 4300 W, West Haven, Utah 84401 and **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company ("Tenant"), whose address is 12920 SE 38th Street, Bellevue, Washington 98006, Attn: Lease Compliance/SL01312A, by and through its Attorney-in-Fact, CCTMO LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS:

WHEREAS, Landlord and Tenant are the current parties under that certain Site Lease with Option and addendum dated January 15, 2001, with a commencement date of October 1, 2002, originally by and between VoiceStream PCS II Corporation, a Delaware corporation ("VoiceStream"), as tenant, and Landlord, as landlord (the "Lease"), a memorandum of which was recorded on January 3, 2003, as Entry No. 1902160, in Book 2304, Page 1395 in the Public Records of Weber County, Utah, whereby VoiceStream leased certain real property from Landlord, together with access and utility easements (the "Leased Premises"), that is more particularly described in the First Amendment (defined below), which is located on a portion of Landlord's property that is more particularly described on Exhibit "A" ("Landlord's Property");

WHEREAS, the Lease was amended by that certain Amendment to the Site Lease with Option dated as of June 28, 2002 (the "First Amendment");

WHEREAS, Tenant is the successor in interest under the Lease to VoiceStream;

WHEREAS, the Lease as amended and assigned is referred to herein as the "Agreement";

WHEREAS, the Leased Premises may be used for the purpose of installing, removing, replacing, modifying, maintaining and operating a communications facility, including, without limitation, antenna equipment, cable wiring, backup power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Leased Premises, an antenna structure;

WHEREAS, the Agreement has an original term (including all Renewal Terms) that will expire on September 30, 2032 (the "Original Term"), and Landlord and Tenant desire to amend the terms of the Agreement to provide for additional terms beyond the Original Term; and

WHEREAS, Landlord and Tenant desire to further amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Modified, Deleted or Replaced Sections or Sentences.

Section 5 of the Lease (Renewal) is hereby amended by deleting the first sentence contained therein and substituting the following language in lieu thereof:

“Tenant shall have the right to extend this Lease for nine (9) additional, five (5) year terms (each, a “Renewal Term”). The term of the Lease, including all Renewal Terms, if exercised, will expire on September 30, 2052.”

3. Current Rent and Future Rent Increases. Landlord and Tenant acknowledge that the current Rent under the Agreement is One Thousand [REDACTED] per month. For the remainder of the term, as same may be extended pursuant to this Amendment, Rent shall continue to increase on October 1 of each year (the “Adjustment Date”), by an amount equal to [REDACTED] of the Rent in effect for the month immediately preceding the applicable Adjustment Date.

4. Governmental Approvals. If requested by Tenant, Landlord will execute, at Tenant’s sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant’s absolute discretion to utilize the Leased Premises for the purpose of constructing, maintaining and operating communications facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord’s attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord’s behalf.

5. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey (“Survey”) specifically describing the Leased Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which shall update and replace the existing descriptions, at any time prior to or after the execution of this Amendment.

6. Signing Bonus. In consideration of Landlord's execution of this Amendment, Tenant agrees to pay Landlord the sum of [REDACTED] as a one-time payment (the "Bonus"), payable within sixty (60) days after the full execution of this Amendment and the memorandum of amendment. In the event that this Amendment and any applicable memorandum of amendment are not executed (and notarized, where applicable) by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Bonus to Landlord.

7. Notice. The parties agree and acknowledge that all notices provided to Tenant pursuant to the Agreement shall be sent to the following address:

T-Mobile West Tower LLC
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administration

With a copy to:

CCTMO LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Amendment, Landlord owns the Leased Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Leased Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Leased Premises.

(d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Leased Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Leased Premises.

(e) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this Section, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

(g) Landlord acknowledges that the Leased Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Amendment.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

10. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement and all amendments thereto shall remain in full force and effect. Any portion of the Agreement and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.

11. Letter Agreement. This Amendment supersedes that certain Letter Agreement by and between Landlord and Tenant dated as of March 1, 2018 (the "March 2018 Letter Agreement"), and in the case of any conflict or inconsistency between the terms and conditions contained in the March 2018 Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall govern and control. In the event Landlord (as defined in this Amendment) includes any individual or entity that was not a party to the March 2018 Letter Agreement, such individual or entity agrees to be bound by the Landlord's (as defined in the March 2018 Letter Agreement) obligations, representations, and warranties set forth in the March 2018 Letter Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first written above.

LANDLORD:

BAUGH ENTERPRISES, LLC,
a Utah limited liability company

By: Tanya Tami Susan Baugh

Name: Tanya Tami Susan Baugh

Its: Manager

[TENANT'S SIGNATURE PAGE TO FOLLOW]

TENANT:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney-in-Fact

By:  _____

Name: Matthew Norwood
Senior Transaction Manager

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Land in Weber County, Utah more particularly described as follows:

All that property as conveyed by Weber County to Southern Pacific Company recorded November 5, 1969 Instrument No. 527565 Official Records Weber County Utah, situate in the NE ¼ of Section 20, Township 6 North, Range 2 West, of the Salt Lake Base and Meridian, County of Weber, State of Utah, more particularly described in said deed as follows:

Beginning at the point of intersection of westerly line of county road know as 4300 West Street with the northerly property line of land of Southern Pacific Company, said point of beginning being West 43.66 feet of a point South 1703.12 feet of the NE corner of said Section 20; thence along said northerly property line for three (3) courses and distances as follows: (1) North 89° 38' West, being parallel with and 50.0 feet northerly from and at right angles to the surveyed center line of Central Pacific Railway Company as existed prior to September 1900, 1297.6 feet to a point in the west line of the E ½ of the NE ¼ of said Section 20, and 50 feet northerly from and at right angles to Railroad ES 1114+41.1, (2) North 0° 22' East, 40.00 feet in said west line of E ½ of said NE ¼ of Section 20, (3) North 89° 38' West, being parallel with and 90.0 feet northerly from and at right angles to aforesaid surveyed center line, 1243.5 feet to a point in easterly line of county road known as 4700 West Street; thence leaving said northerly property line and running North 0° 21' 30" East, 497.05 feet along the easterly line of said county road to a point east 30.67 feet of a point south 1171.02 feet of the northern ¼ corner of said Section 20; thence South 89° 06' East, 1227.50 feet, more or less, to a point of curve; thence easterly and southeasterly on a curve to the right having a radius of 905.98 feet and central angle of 32° 36' 30" an arc distance of 515.50 feet to a point of tangent; thence South 56° 29' 30" East, 391.90 feet to a point of curve; thence southeasterly and easterly on a curve to left having radius of 1008.2 feet and a central angle of 30° 09' 24" an arc distance of 530.65 feet to a point in the westerly line of said county road know as 4300 West Street; thence South 0° 26' 30" West, 1.38 feet to the Place of Beginning.

Containing an area of 21.90 acres, more or less

Tax Parcel Identification Number: 15-055-0023

Common Address: 4311 W 1200 S, Ogden, Utah 84404

**AMENDMENT TO THE
SITE LEASE WITH OPTION**

This AMENDMENT TO THE SITE LEASE WITH OPTION ("Amendment") is effective this 28th day of June, 2002, and is intended to modify that certain Site Lease With Option dated the 4th day of December 2000, ("Lease") Baugh Enterprises LLC ("Lessor"), and VoiceStream PCS II Corporation, A Delaware corporation, formerly known as Western PCS III License Corporation ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. Exhibits A and B are herewith replaced.

IN WITNESS WHEREOF, this Amendment is effective and entered into as of the date first written above.

LESSOR: Baugh Enterprises, LLC
By: [Signature]
Printed Name: Dan Baugh
Its: Co. Owner

LESSEE: VoiceStream PCS II Corporation
By: [Signature]
Bryon Gunnerson

Its: Vice President-Development and Operations/Western Region

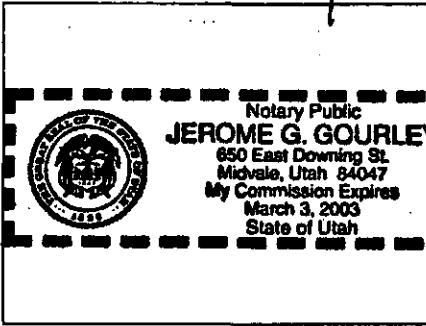
[Signature]
Approved as to form
Regional Counsel

Site Number: SL1312
Site Name: West Weber
Market: SL

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I certify that I know or have satisfactory evidence that Dan Baugh is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Co-owner of Baugh Enterprises LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/28/02



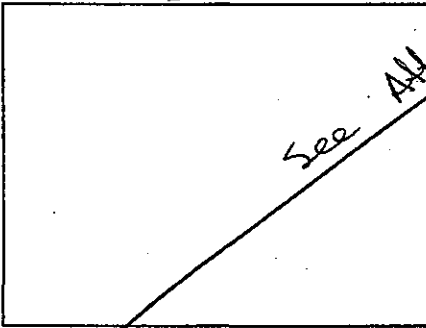
(Use this space for notary stamp/seal)

Home of Gour
Notary Public _____
Print Name Jerome G. Gourley
My commission expires 3/3/2003

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I certify that I know or have satisfactory evidence that Peter Van Wickler 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 Operations and Technical Development of Voicestream PCS II Corporation, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public _____
Print Name _____
My commission expires _____

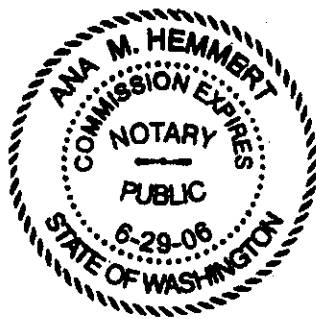
Site Number: SL 1312
Site Name: West Weber
Market: SL

STATE OF WASHINGTON

COUNTY OF KING

On 7-10-02, before me, Ana M. Hemmert, Notary Public, personally appeared Bryon Gunnerson, the Vice President Development and Operations Western Region of VoiceStream PCS II Corporation, a Delaware corporation personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribe to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Ana M. Hemmert

Print Name: Ana M. Hemmert

Notary Public in and for the State of Washington,
residing in Spanaway, WA

My commission expires: 6/29/06

EXHIBIT A
Legal Description

The Property is legally described as follows:

NARRATIVE

The purpose of this survey is to locate and describe a parcel of land for a telecommunications lease site. The basis of bearing and horizontal control are derived from the Weber County Surveyor's Section corner Tie Sheets for Section 20, T6N., R2W., SLB&M. This datum is in terms of NAD 1927 U.S. Survey feet and has been converted to NAD 1983 Geographic Coordinates for FAA requirements.

LEASE PARCEL DESCRIPTION

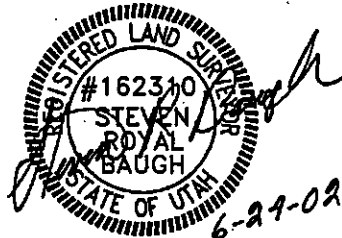
A parcel of land being part of an entire tract of land as described in that certain Warranty Deed recorded as Entry No. 1733788 in Book 2098 at Page 323-324 and situate in the Northeast quarter of Section 20, Township 6 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:

Beginning at a point on the northerly right-of-way line of SOUTHERN PACIFIC COMPANY, said point being 1703.39 feet S.00°50'20"W along the Section line and 1250.35 feet N.89°14'30"W from the Northeast corner of said Section 20 and running thence N.89°14'30"W (DEED-N.89°38"W) 40.00 feet along said right-of-way line; thence N.00°22'00"E 40.00; thence S.89°14'30"E 40.00 feet; thence S.00°22'00"W 40.00 feet to the point of beginning. The above described part of an entire tract contains 1600 square feet or 0.037 acres.

TOGETHER WITH all rights of ingress and egress over, through and across the existing driveways, sidewalks and asphalt parking areas of the grantor's land for the purpose of constructing and maintaining said telecommunications site.

SURVEYOR'S CERTIFICATION

I, Steven Royal Baugh, of Salt Lake City, Utah, do hereby certify that I am a Registered Land Surveyor and that I hold License No. 162310 as prescribed by the State of Utah, and that I did supervise a survey of the above described Lease parcel. I further certify that all data depicted on the survey meet or exceed FAA 2C horizontal and vertical tolerances, as set forth by the FAA.



NOT VALID UNLESS SIGNED



GRAPHIC SCALE

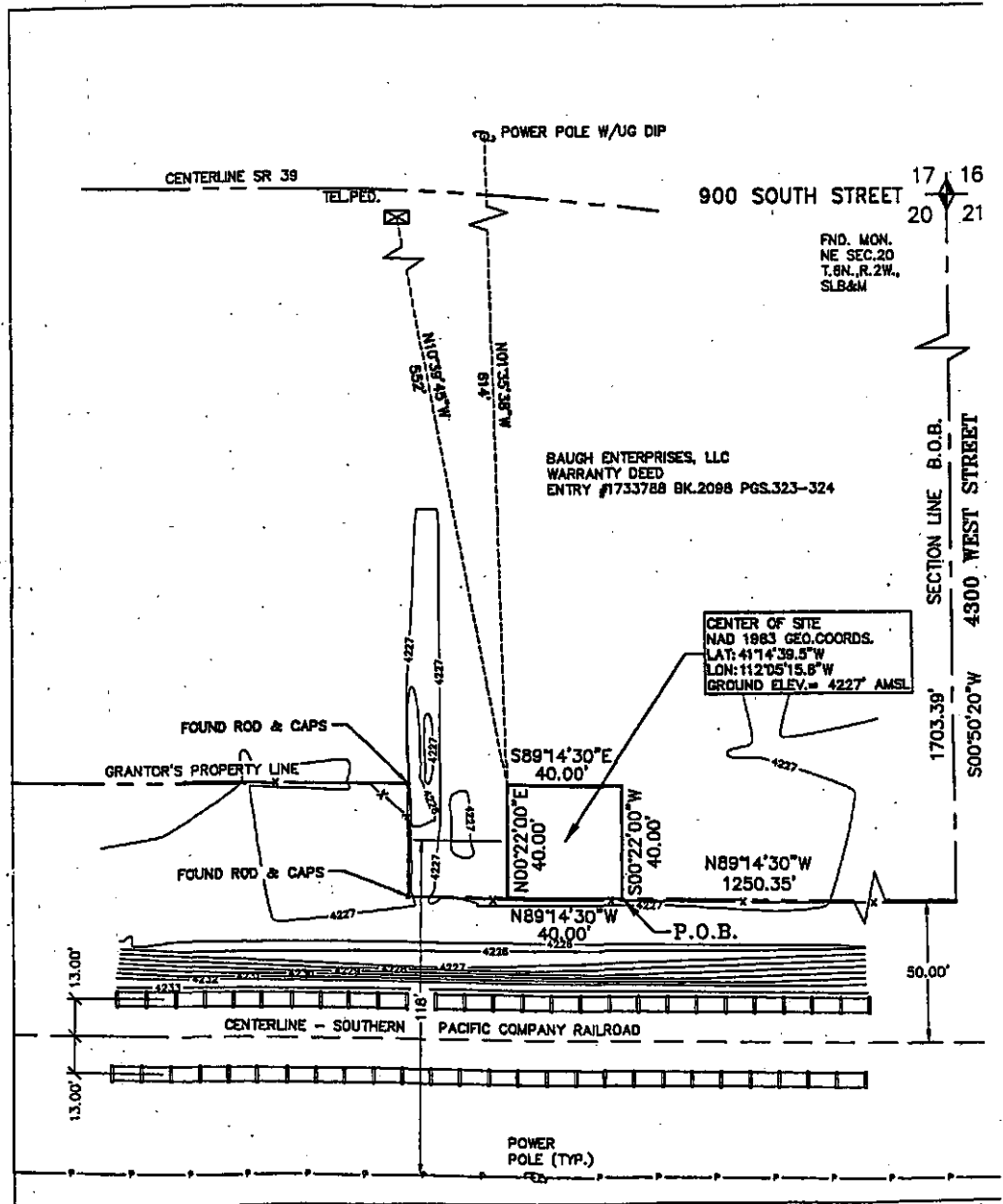


(IN FEET)
1 inch = 40 ft.

Site Number: SL 1312
Site Name: West Weber
Market: Salt Lake

Version 10-2-01

EXHIBIT B
The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



Site Number: SL 1312
 Site Name: West Weber
 Market: Salt Lake

Version 10-2-01

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION ("Lease") is by and between Baugh Enterprises, LLC ("Landlord") and VoiceStream PCS II Corporation, a Delaware Corporation ("Tenant").

1. Option to Lease

(a) In consideration of the payment of [REDACTED] (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of [REDACTED] ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, 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 (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") (the "Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on 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. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 4800 West 12th Street, West Weber, Utah, comprise approximately 40 X 40, 1600 SF square feet.

2. Term. The initial term of the Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

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 construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, [REDACTED] per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to Baugh Enterprises, LLC at Landlord's address specified in Section 12 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 Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) 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 by [REDACTED] of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial 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.

Site Number: SL1312
Site Name: West Weber
Market: Salt Lake

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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). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property 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 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 a court 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 communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities"). 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 have the right to remove the Antenna Facilities at any time during and 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, without limitation, the construction of a fence.

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

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. 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 in, under and across the Property for ingress, egress, utilities and access (including access for the purposes 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 Initial Term of this Lease or any Renewal Term (collectively, "Easement"). The 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 Initial 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 thirty (30) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

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

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, or the Antenna Facilities 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;

(e) immediately upon written notice by Tenant 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; or

(f) at the time title to 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 directly attributable to, the Antenna Facilities. Landlord shall pay any real property taxes or other fees and assessments attributable to the Property. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease.

10. Insurance and Subrogation.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the 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 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 for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:

VoiceStream PCS II Corporation
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Leasing Administrator
With a copy to: Attn: Legal
Department

With a copy to:

Kara Larsen
Attn: Lease Administrator
1485 South 700 West
Salt Lake City, UT 84104

If to Landlord, to:

Baugh Enterprises, LLC
4441 South 4300 West
Hooper, Utah 84315

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 free and clear of any liens or mortgages, except those disclosed to Tenant and 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.

Site Number: SL1312
Site Name: West Weber
Market: Salt Lake

Rev. 2/00

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not by Landlord or Tenant prior to and during the Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty (50) percent of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. 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 the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

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 (collectively "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 or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the Easement granted herein shall run with the land, and 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 which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees 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.

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 twenty (20) 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) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit C) 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. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

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

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) 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.

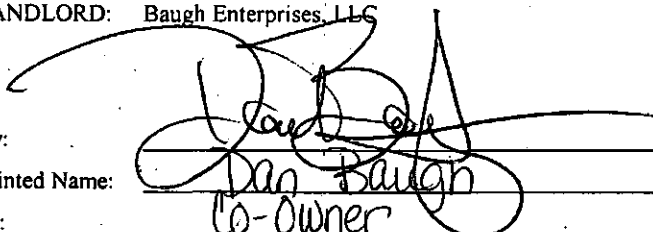
(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign ("Effective Date").

LANDLORD: Baugh Enterprises, LLC

By: 
Printed Name: Dan Baugh
Its: Co-owner
Date: 12-4-00

Site Number: SL1312
Site Name: West Weber
Market: Salt Lake

Rev. 2/00

LANDLORD:

By: *Tami S. Baugh*
Printed Name: Tami S. Baugh
Its: Co-Owner
Date: 12-4-00

TENANT: VoiceStream PCS II Corporation

By: *Peter Van Wickler*
Printed Name: Peter Van Wickler
Its: Dir of Opers & Tech Development
Date: 11/18/00

Approved as to form

Site Number: SL1312
Site Name: West Weber
Market: Salt Lake

Rev. 2/00

**ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]**

In the event of conflict or inconsistency between the terms of this Addendum and the Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in the Lease.

Paragraph 3, Permitted Use, is deleted in its entirety and replaced with the following:

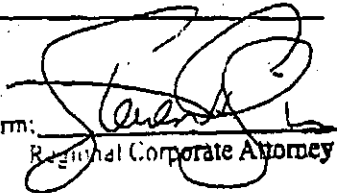
The premises may be used by Tenant for, among other things, the transmission and reception of radio communications signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. Any additional FCC-licensed telecommunications company wishing to co-locate on the premises, must first obtain a ground lease from the Landlord.

LANDLORD:

By: _____
Printed Name: _____
Its: _____

TENANT: **VoiceStream PCS II Corp., a Delaware corporation**

By: _____
Printed Name: **Peter Van Wickler**
Its: **Executive Director**
Date: _____

Approved as to form: 
Regional Corporate Attorney

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and the Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in the Lease.

Paragraph 3, Permitted Use, is deleted in its entirety and replaced with the following:

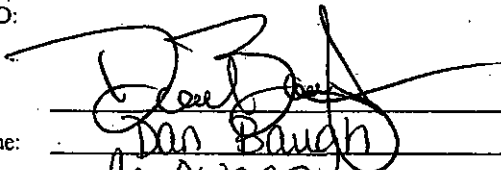
The premises may be used by Tenant for, among other things, the transmission and reception of radio communications signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. **Any additional FCC-licensed telecommunications company wishing to co-locate on the premises, must first obtain a ground lease from the Landlord.**

LANDLORD:

By:

Printed Name:

Its:



Dan Baugh

Co-owner

TENANT:

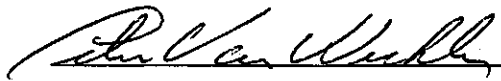
VoiceStream PCS II Corp., a Delaware corporation

By:

Printed Name:

Its:

Date:



Peter Van Wickler

Dir. of Opers. & Tech. Development

11/15/01

Site Number:

Site Name:

Market:

Denver MTA

EXHIBIT A
Legal Description

The Property is legally described as follows:

A PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF WESTERLY LINE OF COUNTY ROAD KNOWN AS 4300 WEST STREET WITH THE NORTHERLY PROPERTY LINE OF LAND OF SOUTHERN PACIFIC COMPANY, SAID POINT OF BEGINNING BEING WEST 43.66 FEET OF A POINT SOUTH 1703.12 FEET OF THE NORTHEAST CORNER OF SAID SECTION 20; THENCE ALONG SAID NORTHERLY PROPERTY LINE FOR THREE (3) COURSES AND DISTANCES AS FOLLOWS: (1) NORTH 89 DEG 38 MIN WEST, BEING PARALLEL WITH AND 50.0 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO THE SURVEYED CENTER LINE OF CENTRAL PACIFIC RAILWAY COMPANY AS EXISTED PRIOR TO SEPTEMBER 1900, 1297.6 FEET TO A POINT IN THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SAID SECTION 20, AND 50 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO RAILROAD ES 1114-41.1, (2) NORTH 0 DEG 22 MIN EAST, 40.00 FEET IN SAID WEST LINE OF EAST 1/2 OF SAID NORTHEAST QUARTER OF SECTION 20, (3) NORTH 89 DEG 38 MIN WEST BEING PARALLEL WITH AND 90.0 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO AFORESAID SURVEYED CENTER LINE, 1243.5 FEET TO A POINT IN EASTERLY LINE OF COUNTY ROAD KNOWN AS 4700 WEST STREET; THENCE LEAVING SAID NORTHERLY PROPERTY LINE AND RUNNING NORTH 0 DEG 21 MIN 30 SEC EAST, 497.05 FEET ALONG THE EASTERLY LINE OF SAID COUNTY ROAD TO A POINT EAST 30.67 FEET OF A POINT SOUTH 1171.02 FEET OF THE NORTHERN QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 89 DEG 06 MIN EAST, 1227.50 FEET, MORE OR LESS, TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 905.50 FEET AND CENTRAL ANGLE OF 32 DEG 36 MIN 30 SEC AN ARC DISTANCE OF 515.90 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO LEFT HAVING RADIUS OF 1008.2 FEET AND A CENTRAL ANGLE OF 30 DEG 09 MIN 24 SEC AN ARC DISTANCE OF 530.65 FEET TO A POINT IN THE WESTERLY LINE OF SAID COUNTY ROAD KNOWN AS 4300 WEST STREET; THENCE SOUTH 0 DEG 26 MIN 30 SEC WEST, 1.38 FEET TO THE PLACE OF BEGINNING.

Site Number: SL1312
Site Name: West Weber
Market: Salt Lake

Rev. 2/00

Memorandum of Lease and Option
Between Baugh Enterprises, LLC ("Landlord")
and VoiceStream PCS II Corporation, a Delaware Corporation ("Tenant")

A Site Lease with Option ("Lease") by and between Baugh Enterprises, LLC ("Landlord") and VoiceStream PCS II Corporation ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) month after date of Lease, with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the Fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

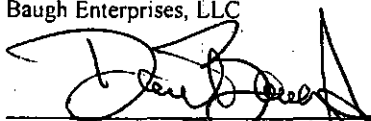
LANDLORD: Baugh Enterprises, LLC

By:

Printed Name:

Its:

Date:



Dan Baugh

Co-owner

10-4-00

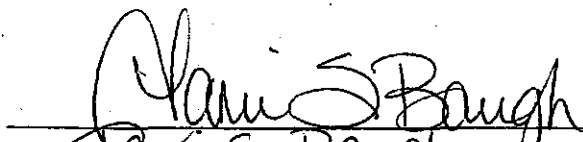
LANDLORD:

By:

Printed Name:

Its:

Date:



Pam S. Baugh

Co-owner

10-4-00

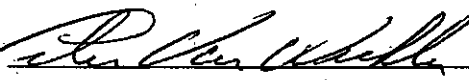
TENANT: VoiceStream PCS II Corporation, a Delaware Corporation

By:

Printed Name:

Its:

Date:



Peter VanWickler

Dir. of Opers & Tech. Development

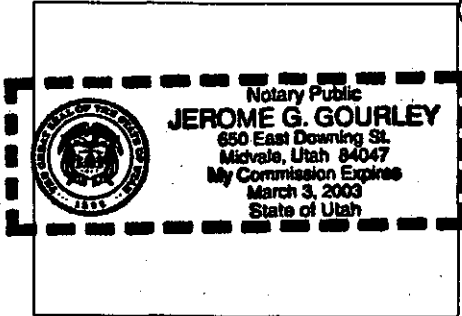
[Notary for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

This instrument was acknowledged before me on 12/4/2000 by Yvan Praugh, [title] Co-owner of Baugh Enterprises LLC [type of entity], on behalf of said Praugh Enterprises

Dated: 4 Dec 2000



(Use this space for notary stamp/seal)

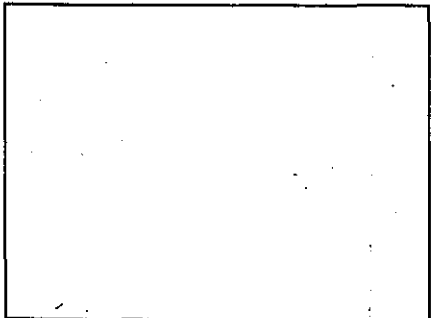
Jerome G. Gourley
Notary Public
Print Name Jerome G. Gourley
My commission expires 3/3/2003

[Notary block for Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

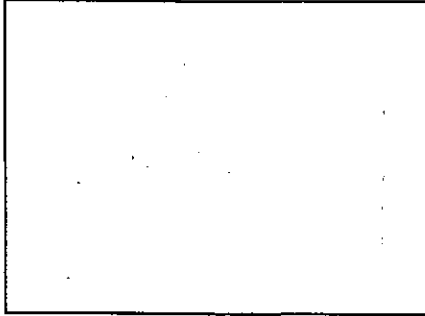
(Notary block for Tenant)

STATE OF Colorado)
) ss.
COUNTY OF Denver)

I certify that I know or have satisfactory evidence that Peter VanWickler 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 Dir. of Opers & Tech. Development ^{maint} VoiceStream PCS II Corporation, a Delaware Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-15-01

Linda Lee Theesfeld



Notary Public
Print Name _____
My commission expires _____

LINDA LEE THEESFELD
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires February 15, 2002

(Use this space for notary stamp/seal)

EXHIBIT A
Legal Description

The Property is legally described as follows:

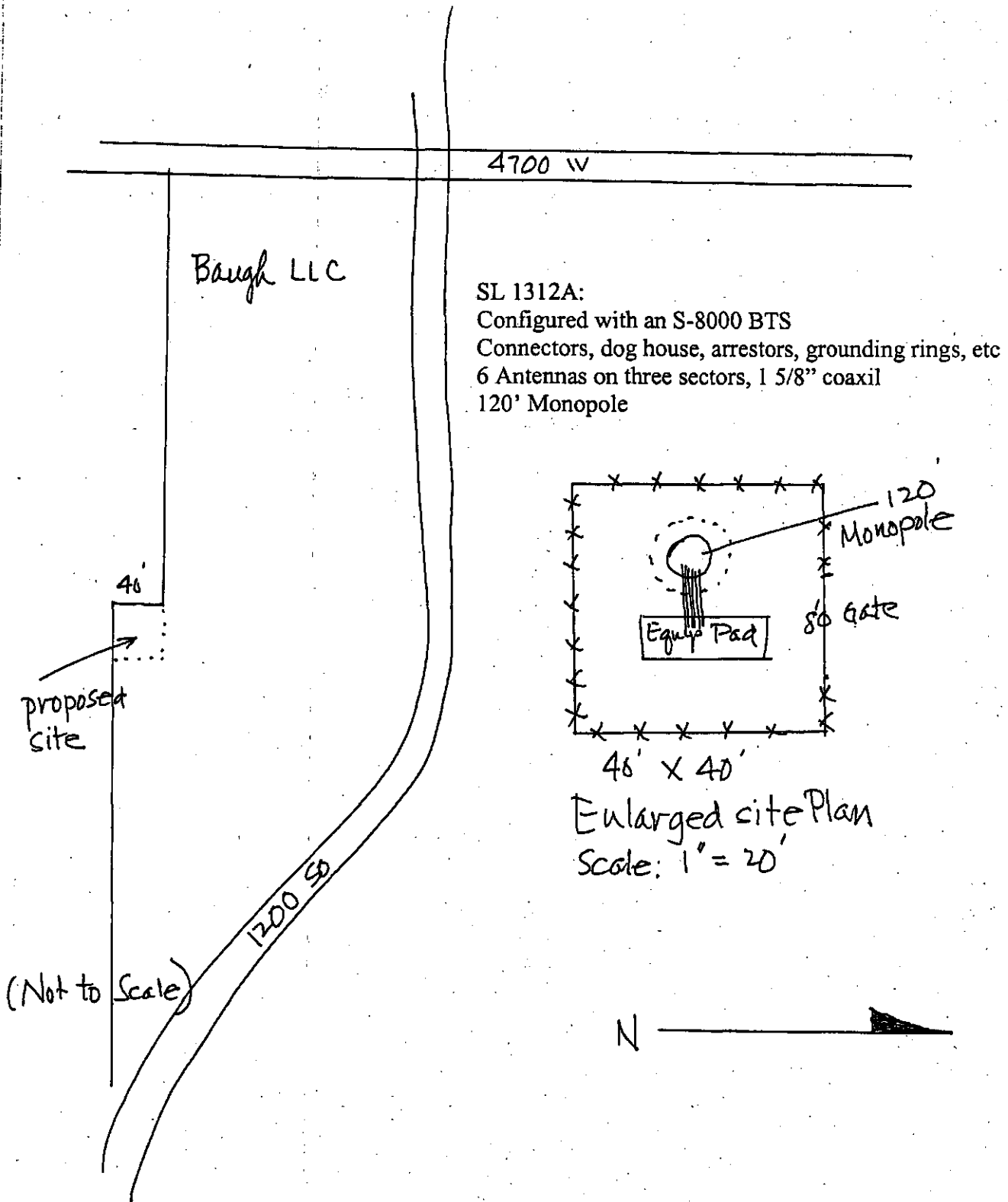
A PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF WESTERLY LINE OF COUNTY ROAD KNOWN AS 4300 WEST STREET WITH THE NORTHERLY PROPERTY LINE OF LAND OF SOUTHERN PACIFIC COMPANY, SAID POINT OF BEGINNING BEING WEST 43.66 FEET OF A POINT SOUTH 1703.12 FEET OF THE NORTHEAST CORNER OF SAID SECTION 20; THENCE ALONG SAID NORTHERLY PROPERTY LINE FOR THREE (3) COURSES AND DISTANCES AS FOLLOWS: (1) NORTH 89 DEG 38 MIN WEST, BEING PARALLEL WITH AND 50.0 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO THE SURVEYED CENTER LINE OF CENTRAL PACIFIC RAILWAY COMPANY AS EXISTED PRIOR TO SEPTEMBER 1900, 1297.6 FEET TO A POINT IN THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SAID SECTION 20, AND 50 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO RAILROAD ES 1114+41.1, (2) NORTH 0 DEG 22 MIN EAST, 40.00 FEET IN SAID WEST LINE OF EAST 1/2 OF SAID NORTHEAST QUARTER OF SECTION 20, (3) NORTH 89 DEG 38 MIN WEST BEING PARALLEL WITH AND 90.0 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO AFORESAID SURVEYED CENTER LINE, 1243.5 FEET TO A POINT IN EASTERLY LINE OF COUNTY ROAD KNOWN AS 4700 WEST STREET; THENCE LEAVING SAID NORTHERLY PROPERTY LINE AND RUNNING NORTH 0 DEG 21 MIN 30 SEC EAST, 497.05 FEET ALONG THE EASTERLY LINE OF SAID COUNTY ROAD TO A POINT EAST 30.67 FEET OF A POINT SOUTH 1171.02 FEET OF THE NORTHERN QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 89 DEG 06 MIN EAST, 1227.50 FEET, MORE OR LESS, TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 905.50 FEET AND CENTRAL ANGLE OF 32 DEG 36 MIN 30 SEC AN ARC DISTANCE OF 515.90 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO LEFT HAVING RADIUS OF 1008.2 FEET AND A CENTRAL ANGLE OF 30 DEG 09 MIN 24 SEC AN ARC DISTANCE OF 530.65 FEET TO A POINT IN THE WESTERLY LINE OF SAID COUNTY ROAD KNOWN AS 4300 WEST STREET; THENCE SOUTH 0 DEG 26 MIN 30 SEC WEST, 1.38 FEET TO THE PLACE OF BEGINNING.

Site Number: SL1312
Site Name: West Weber
Market: Salt Lake

Rev. 2/00

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



SL 1312A:

Configured with an S-8000 BTS

Connectors, dog house, arrestors, grounding rings, etc

6 Antennas on three sectors, 1 5/8" coaxial

120' Monopole

Site Number: SL1312
Site Name: West Weber
Market: Salt Lake

B-1

Rev. 2/00

EXHIBIT C
Memorandum of Lease and Option
Between Baugh Enterprises, LLC ("Landlord")
and VoiceStream PCS II Corporation, a Delaware Corporation ("Tenant")

A Site Lease with Option ("Lease") by and between Baugh Enterprises, LLC ("Landlord") and VoiceStream PCS II Corporation ("Tenant") was made regarding a portion of following the property:

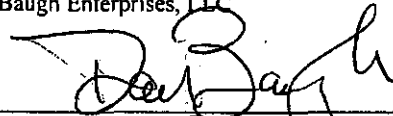
See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) month after date of Lease, with up to one additional twelve (12) month renewal ("Optional Period").

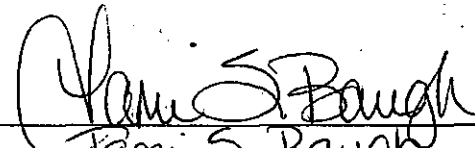
The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the Fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

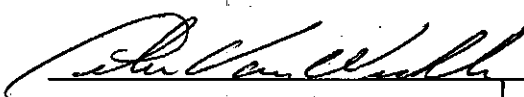
LANDLORD: Baugh Enterprises, LLC

By: 
Printed Name: Dan Baugh
Its: Co-Owner
Date: 10-4-00

LANDLORD:

By: 
Printed Name: Jami S. Baugh
Its: Co-Owner
Date: 10-4-00

TENANT: VoiceStream PCS II Corporation, a Delaware Corporation

By: 
Printed Name: Peter Van Wickler
Its: Dir. of Opers & Tech. Development
Date: 11/5/01

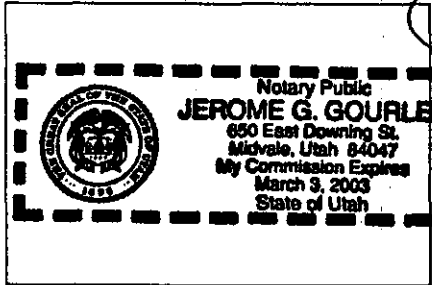
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

This instrument was acknowledged before me on 12/4/2000 by Tom Fraugh [title] Co-owner of Fraugh Enterprises LLC [type of entity] on behalf of said Fraugh Enterprises, LLC

Dated 4 Dec 2000



Jerome G. Gourley
Notary Public
Print Name Jerome G. Gourley
My commission expires 3/3/2003

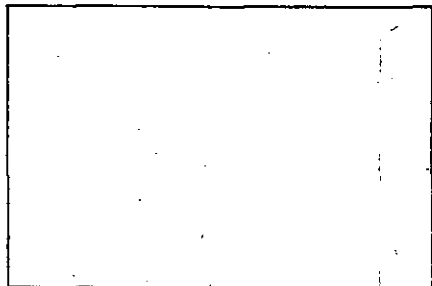
(Use this space for notary stamp/seal)

[Notary block for Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



Notary Public _____
Print Name _____
My commission expires _____

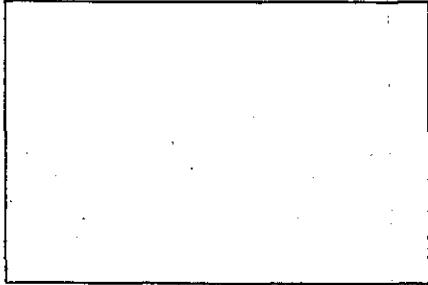
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Colorado)
) ss.
COUNTY OF Denver)

I certify that I know or have satisfactory evidence that Peter VanWickler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the DIR. OF OPER. & TECH. DEVELOPMENT of VoiceStream PCS II Corporation, a Delaware Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

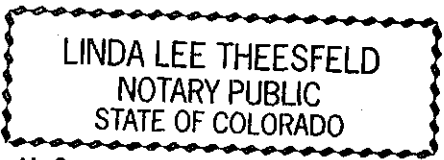
Dated: 1.15.01



(Use this space for notary stamp/seal)

Linda Lee Theesfeld

Notary Public
Print Name _____
My commission expires _____



My Commission Expires February 15, 2002