

FOURTH AMENDMENT TO
PCS SITE AGREEMENT

By (Party) A Date 2/1/08 Doc Type J
UN: 880534 Lease # 47460

THIS FOURTH AMENDMENT TO PCS SITE AGREEMENT (the "Fourth Amendment") is entered into this 30th day of January, 2008, by and between TODD POTTER, an individual dealing with his sole and separate property, with a mailing address of 2449 West 4000 South, Roy, Utah 84067 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee"), by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company.

RECITALS

WHEREAS Lessor and MajorCo, L.P., a Delaware limited liability company d/b/a Sprint Telecommunications Venture ("Original Lessee") entered into a PCS Site Agreement dated April 17, 1996 (the "Original Agreement") whereby Lessee leased certain real property, together with access and utility easements, located in Weber County, Utah from Lessor (the "Site"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS the Original Agreement was amended by that certain Amendment to PCS Site Agreement dated April 14, 2000 ("First Amendment"), by that certain Second Amendment to PCS Site Agreement dated July 27, 2000 ("Second Amendment"), and by that certain Amendment to PCS Site Agreement dated February 14, 2002 ("Third Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to herein as the "Agreement"); and

WHEREAS STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that expired on April 16, 2001 (“Initial Term”). The Agreement provides for four Renewal Terms of five years each, the first and second of which were exercised by Lessee. According to the Agreement, the final Renewal Term expires April 16, 2021; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

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

2. Term. Section 2 of the Original Agreement is hereby deleted in its entirety and the following is inserted in its place:

The initial term of this Agreement shall be for a period of five years commencing on April 17, 1996 and expiring on April 16, 2001 (the “Initial Term”). At the conclusion of the Initial Term, Lessee shall be entitled to fourteen extensions of five years each, with the final lease extension expiring April 16, 2071 (each extension is referred to as a “Renewal Term”). The Initial Term and any Renewal Term shall be collectively referred to as the “Lease Term”. The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety days prior to the expiration of the then current five year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised the first and second Renewal Terms, leaving a balance of twelve Renewal Terms.

3. Rent Escalation. The last sentence of Section 2 of the First Amendment, which amended the last sentence of Section 3 of the Original Agreement, is hereby amended as follows:

Commencing on April 1, 2008 and on the anniversary of that date each year thereafter (the “Adjustment Date”), the monthly Rent and Additional Rent, as may be applicable, shall increase by [REDACTED] above monthly rental amount being paid during the previous annual period.

4. Single Rent Increase. Upon the commencement of the fifth Renewal Term (April 17, 2021), the then current Rent and Additional Rent will be increased by ten percent [REDACTED] above the

the most recent rental amount. This shall be a one time adjustment only, and will be applied instead of, rather than in addition to, the rent adjustment outlined in Section 3 of this Fourth Amendment. Thereafter, the Rent and Additional Rent will continue to be adjusted in accordance with said Section 3.

5. Expansion Option. Lessor and Lessee expanded the Site by the First, Second and Third Amendments. Lessor hereby grants Lessee the option to expand the Site further on the terms and conditions outlined below:

a. Lessor and Lessee agree that Lessee shall have the irrevocable right and option to expand the Site by up to an additional one thousand nine hundred fifteen (1,915) square feet contiguous to the Site at a location to be mutually agreed upon by Lessor and Lessee (the "Expansion Space"). Lessee may elect to exercise the Expansion Option for less than the entire Expansion Space and may exercise the Expansion Option as many times as it wishes; provided, however, the maximum amount of space taken cannot exceed 1,915 square feet. The parties further agree, upon exercise of the Expansion Option, to prepare, execute, and record such instruments, including an amendment to the Agreement, as may be necessary to memorialize Lessee's expansion of the Site.

b. If, during the Lease Term, Lessor receives an offer to lease any space contiguous to the Site prior to Lessee's exercise of the Expansion Option outlined above, Lessor shall notify Lessee in writing of such offer. Lessee shall have thirty (30) days following receipt of Lessor's notice to exercise the Expansion Option, which election shall be made in writing to Lessor prior to the end of the 30-day period. If Lessee does not so elect to rent the additional space within such time period, Lessor may lease the space to another Lessee. Lessee's election either to exercise or not to exercise the Expansion Option as to particular offered space shall not terminate its continuing right to exercise the Expansion Option as to other space contiguous to the Site.

c. Upon the exercise of the Expansion Option, Lessee shall pay additional rent for the Expansion Space equal to the square footage rate of the then current Rent being paid under the Agreement times the square footage of the Expansion Space ("Expansion Space Rent"),

which shall commence upon the date that Lessee begins construction on the Expansion Space. In the event that Lessee no longer desires to use the Expansion Space, Lessee shall have the right to terminate its use of the Expansion Space by providing Lessor thirty (30) days prior written notice of termination. Once Lessee has vacated the Expansion Space and restored it in accordance with the provisions of the Agreement, Lessee shall no longer be required to pay Lessor the Expansion Space Rent.

6. Right of First Refusal. Lessor hereby grants to Lessee the following right of first refusal, which shall be added to the Agreement:

If, during the Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Site: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent, or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Site or a perpetual easement for the Site. If the Lessor's Notice is for more than the Site and Lessee elects to purchase in fee or acquire a perpetual easement in only the Site, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

If at any time within five (5) years after the termination of this Lease Lessor receives an offer to enter into a lease or license with a third party for all or a portion of the Site or an offer to sell to a third party fee title or a perpetual easement for all or a portion of the Site or an offer to create any other real property or contractual right for all or a portion of the Site for the purpose of locating communications tower(s), antenna(s) or equipment thereon, Lessor shall immediately provide written notice to Lessee of said offer. Lessor's Notice shall include the prospective lessee's or buyer's name, the purchase price being offered or the consideration for the proposed lease, license or contract, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, leased or licensed, a description of said portion. Upon receipt of a valid Lessor's Notice, Lessee shall have a right of first refusal to purchase, lease or license the acreage described in the Lessor's Notice on the terms and conditions as in Lessor's Notice. If the Lessor's Notice is for more than the Site and Lessee elects to lease, license, purchase in fee or acquire a perpetual easement in only the Site, the terms and condition, including but not limited to the purchase price, shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an

acreage basis. If the Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days after Lessor's Notice, Lessor may sell or lease the property described in the Lessor's Notice in accordance with the Lessor's Notice. The right of first refusal granted herein is a covenant running with the Lessor's Property and shall not be extinguished by Lessee's exercise or non-exercise of such right on one or more occasions during said five (5) year term. This section and the rights granted herein shall survive the termination of this Lease.

7. Consideration. In consideration for amending the Agreement, Lessee will pay Lessor [REDACTED] within sixty days of full execution of this Fourth Amendment.

8. Ratification.

(a) Lessor and Lessee agree that Lessee is the current Lessee under the Agreement, the Agreement is in full force and effect, as it may have been previously amended and as amended herein, and the Agreement contains the entire agreement between Lessor and Lessee with respect to the Site.

(b) Lessor and Lessee agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Fourth Amendment are approved and ratified by the parties and the parties agree that no breaches or defaults exist as of the date of this Fourth Amendment.

9. Notices. Lessee's notice address for purposes of the Agreement is amended as follows:

LESSEE'S PRIMARY CONTACT

STC Five LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn. Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

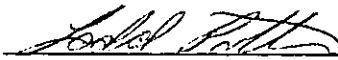
10. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Fourth Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding

Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. Remainder of Agreement Unaffected. The balance of the Agreement is hereby amended to reflect the purpose of this Fourth Amendment. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall control. Unless otherwise expressly defined herein, the terms in this Fourth Amendment shall have the same meanings assigned to such terms in the Agreement. This Fourth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

This Fourth Amendment is executed by Lessor as of the date first above written.

LESSOR:



TODD POTTER

[Lessee Execution Page Follows]

This Fourth Amendment is executed by Lessee as of the date first above written.

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company
Its: Attorney in Fact

By: Global Signal Services LLC, a Delaware limited liability company
Its: Manager

By: 
Name: R.Christopher Mooney
Its: Director - Land Acquisition Operations

*Copy to
Ballou*

AMENDMENT TO
PCS SITE AGREEMENT

This Amendment to PCS Site Agreement ("Amendment") is made and entered into as of the 14 day of FEBRUARY, 2002 ("Execution Date"), by and between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., F/K/A MajorCo, L.P. ("SSLP"), and Todd Potter ("Owner").

RECITALS

A. MajorCo, L.P., a Delaware limited partnership ("Parent") leased from Owner certain real property in Weber County, Utah pursuant to a PCS Site Agreement signed by Owner on February 21, 1996 and by Parent on April 17, 1996 ("Agreement"). Parent subsequently assigned its interest in the Agreement to SSLP, its successor in interest.

B. SSLP and Owner desire to amend the Agreement on the terms and conditions contained herein to enable SSLP to obtain additional ground space which will enable SSLP to allow _____ ("Co-Locator") to co-locate with SSLP on the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereby agree as follows:

1. The effective date ("Effective Date") of this Amendment shall be the date that SSLP enters into an agreement with Co-Locator whereby SSLP grants to Co-Locator the right to co-locate on the site ("Co-Location Agreement").

2. As of the Effective Date, Owner hereby lease to SSLP the additional 600 square feet of real property described in the attached Exhibit A ("Additional Space"). All references to the Site in the Agreement will be deemed to include the Additional Space.

3. SSLP will pay to Owner rent for the Additional Space ("Additional Rent") in advance in the amount of: _____ per month (total annual payment of: _____). Additional Rent will commence on the first day of the first month following the earlier of the (a) date that Co-Locator commences construction on SSLP's Site or (b) the date which is 90 days from the Effective Date (partial month to be prorated) and shall terminate upon the expiration of the Co-Location Agreement. The Additional Rent will escalate at the same time and in the same manner as described in Section 3 of the Agreement.

4. If Co-Locator and SSLP have not entered into a Co-Location Agreement one hundred eighty (180) days following the Execution Date, either Owner or SSLP may terminate this Amendment at any time prior to the date that Co-Locator and SSLP enter into the Co-Location Agreement by providing written notice of termination to the other party.

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5. Section 6 of the Agreement entitled "Notices" is hereby deleted in its entirety and replaced with the following:

"All notices must be in writing and are effective when deposited in US Mail, certified and postage prepaid, or when sent via over night delivery to the following addresses:

If to SSLP: 4457 Willow Road, Suite 202
Pleasanton, California 94588

With copies to: 8140 Ward Parkway
Kansas City, Missouri 64114
Attention: Business Law Group

Sprint Spectrum L.P.
6450 Sprint Parkway
MS: KSOPHN0116
Attn: Contracts
Overland Park, KS 66251

If to Owner: 2449 West 4000 South
Roy, UT 84067

6. All capitalized terms not defined herein shall have the meaning given to such terms in the Agreement. Except as explicitly amended hereby, the Agreement remains in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

**SECOND AMENDMENT TO
PCS SITE AGREEMENT**

This Second Amendment to PCS Site Agreement ("Amendment") is made and entered into as of the 27th day of July, 2000 ("Execution Date"), by and between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("SSLP"), and Todd Potter ("Owner")

F

A. Sprint Spectrum L.P., a Delaware limited partnership f/k/a Majorco LP ("Parent") leased from Owner certain real property in Weber County, Utah pursuant to a PCS Site Agreement signed by Owner on February 21, 1996 and by Parent on April 17, 1996 ("Agreement"). Parent subsequently assigned its interest in the Agreement to SSLP, its affiliate.

B. SSLP and Owner desire to amend the Agreement on the terms and conditions contained herein to enable SSLP to obtain additional ground space which will enable SSLP to allow _____ ("Co-Locator") to co-locate with SSLP on the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereby agree as follows:

1. As of the date ("Effective Date") that Co-Locator enters into an agreement with SSLP whereby SSLP grants to Co-Locator the right to co-locate on the Site ("Co-Location Agreement"), Owner hereby leases to SSLP the additional property described in the attached Exhibit A ("Additional Space"). All references to the Site in the Agreement will be deemed to include the Additional Space. If SSLP does not enter into a Co-Location Agreement ninety (90) days following the Execution Date with Co-Locator, either Owner or SSLP may terminate this Amendment at any time prior to the date that Co-Locator and SSLP enter into the Co-Location Agreement by providing written notice of termination to the other party.

2. SSLP will commence paying rent ("Additional Rent") in advance for the Additional Space in the amount of _____ per month commencing on the first day of the first month following the earlier of the (a) date that Co-Locator installs its equipment on SSLP's tower at the Site or (b) the date which is 90 days from the Effective Date (partial month to be prorated). The Additional Rent will escalate in the same manner and at the same time as described in Section 3 of the Agreement, as amended by the First Amendment to the PCS Site Agreement dated Apr. 14, 2000.

3. All capitalized terms not defined herein shall have the meaning given to such terms in the Agreement. Except as explicitly amended hereby, the Agreement remains in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

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

**SPRINT SPECTRUM REALTY COMPANY,
L.P.**

By: *Josephine G. Shields*
Name: Josephine Shields
Title: Director, Western Region
Sprint Sites USASM 1/28/00

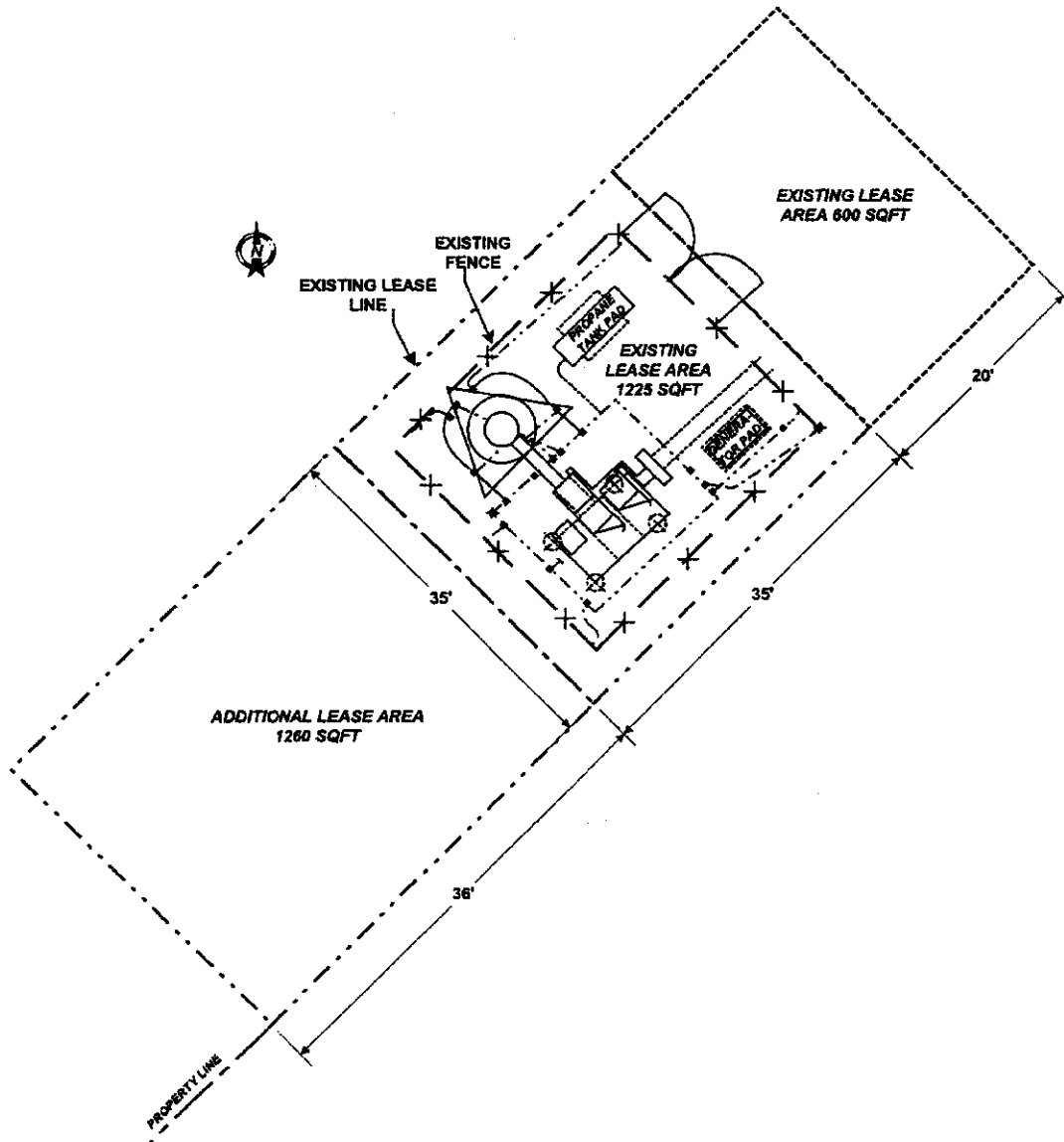
Todd Potter

By: *Todd Potter*
Name: Todd Potter
Title: Owner

EXHIBIT A

DESCRIPTION OF "ADDITIONAL SPACE"

The "Additional Space" is described and/or depicted as follows:



Notes:

This Exhibit is not to scale and may be replaced by a land survey of the Additional Space once it is received by Lessee. Setback of the Additional Space from the Land's boundaries shall be the distance required by the applicable governmental authorities. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments. The type, number and mounting positions and locations of antennas and transmission lines, if depicted, are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above

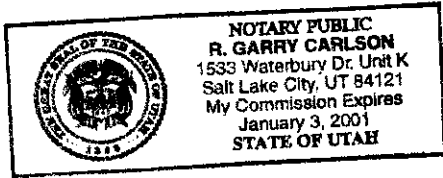
Initials
J.P.
CC

ACKNOWLEDGEMENTS

STATE OF UTAH)
) ss.
COUNTY OF WEBER

This instrument was acknowledged before me this 27th day of July, 2000, by Todd Petter, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

WITNESS my hand and official seal.

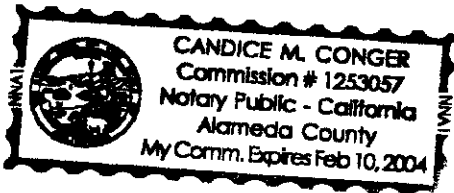


[Signature]
Notary Public

STATE OF California)
) ss.
COUNTY OF Alameda

This instrument was acknowledged before me this 28th day of July, 2000, by Josephine T. Shields, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

WITNESS my hand and official seal.



[Signature]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2000, by _____, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

WITNESS my hand and official seal.

Notary Public

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**AMENDMENT TO
PCS SITE AGREEMENT**

This Amendment to PCS Site Agreement ("Amendment") is made and entered into as of the 14th day of April, 2000 ("Execution Date"), by and between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("SSLP"), and Todd Potter ("Owner")

RECITALS

A. Sprint Spectrum L.P., a Delaware limited partnership f/k/a Majorco LP ("Parent") leased from Owner certain real property in Weber County, Utah pursuant to a PCS Site Agreement signed by Owner on February 21, 1996 and by Parent on April 17, 1996 ("Agreement"). Parent subsequently assigned its interest in the Agreement to SSLP, its affiliate.

B. SSLP and Owner desire to amend the Agreement on the terms and conditions contained herein to enable SSLP to obtain additional ground space which will enable SSLP to allow

to co-locate

with SSLP on the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereby agree as follows:

1. As of the date ("Effective Date") that an agreement with SSLP whereby SSLP grants to _____ the right to co-locate on the Site ("Co-Location Agreement"), Owner hereby leases to SSLP the additional property described in the attached Exhibit A ("Additional Space"). All references to the Site in the Agreement will be deemed to include the Additional Space. If SSLP does not enter into a Co-Location Agreement ninety (90) days following the Execution Date with either _____ either Owner or SSLP may terminate this Amendment at any time prior to the date that either _____ and SSLP enter into the Co-Location Agreement by providing written notice of termination to the other party.

2. Section 3 of the Agreement entitled "Rent" is hereby deleted in its entirety and replaced with the following:

"Beginning on the fourth anniversary of the Commencement Date, Rent for the initial term shall be _____ per month and shall be due and payable on the first of the month (partial months to be prorated). SSLP will commence paying rent ("Additional Rent") in advance for the Additional Space in the amount of: _____ per month commencing on the first day of the first month following the earlier of the (a) date that either _____ installs its equipment on SSLP's tower at the Site or (b) the date which is 90 days from the Effective Date (partial month to be prorated). The rent for each Renewal Term will be the rent in effect,

inclusive of Additional Rent, for the Initial Term or prior Renewal Term, as the case may be, increased by

3. Section 5 of the Agreement entitled "Assignment/Subletting" is hereby deleted in its entirety and replaced with the following:

"SSLP may assign or transfer this Agreement or sublet all or any portion of the Site without the consent of or notice to Owner."

4. All capitalized terms not defined herein shall have the meaning given to such terms in the Agreement. Except as explicitly amended hereby, the Agreement remains in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

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

**SPRINT SPECTRUM REALTY COMPANY,
L.P.**



By: Josephine T. Shields
Name: Josephine T. Shields
Title: Director
Sprint Sites USASM

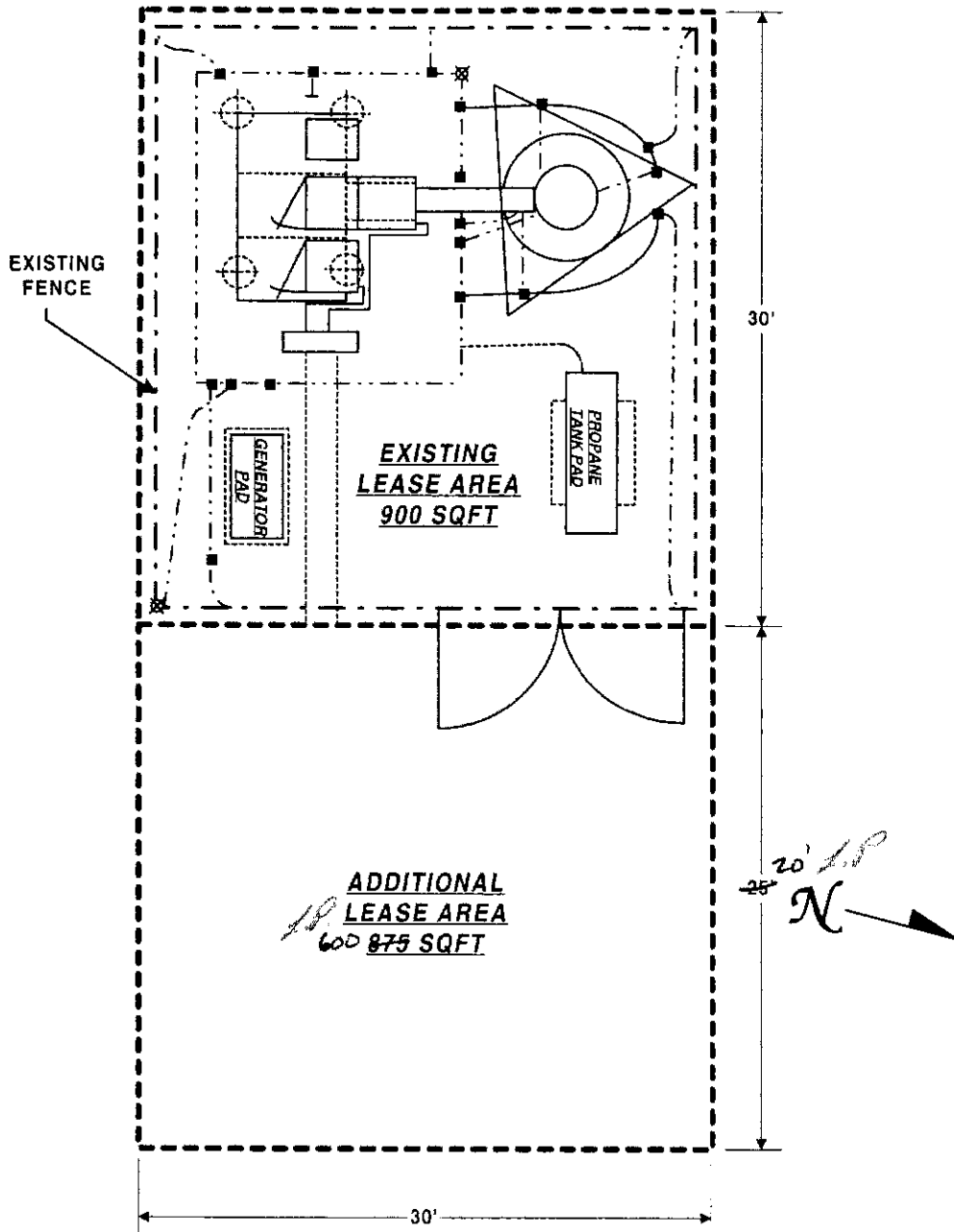
Todd Potter

By: Todd Potter
Name: Todd Potter
Title: Owner

EXHIBIT A

DESCRIPTION OF "ADDITIONAL SPACE"

The "Additional Space" is described and/or depicted as follows:



Notes:

This Exhibit is not to scale and may be replaced by a land survey of the Additional Space once it is received by Lessee. Setback of the Additional Space from the Land's boundaries shall be the distance required by the applicable governmental authorities. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments. The type, number and mounting positions and locations of antennas and transmission lines, if depicted, are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above

Initials
Z.P.
PA

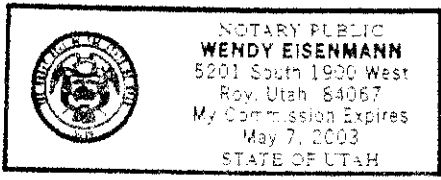
ACKNOWLEDGEMENTS

STATE OF Utah)
) ss.
COUNTY OF Wasatch)

This instrument was acknowledged before me this 11 day of April, 2000, by Todd Potter, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

WITNESS my hand and official seal.

Wendy Eisenmann
Notary Public

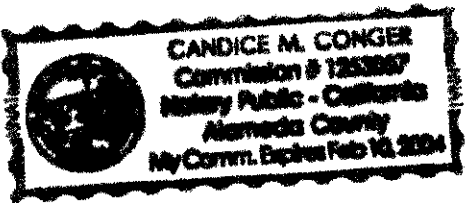


STATE OF California)
) ss.
COUNTY OF Alameda)

This instrument was acknowledged before me this 14th day of April, 2000, by Josephine T. Shields, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

WITNESS my hand and official seal.

Candice M. Conger
Notary Public



STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2000, by _____, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

WITNESS my hand and official seal.

Notary Public

PCS SITE AGREEMENT

136

Site Name Potter

Site I.D. 253 A

1. Premises and Use. Owner leases to MajorCo, L. P., a Delaware limited partnership ("MLP"), d/b/a Sprint Telecommunications Venture, the site described below:

(Check appropriate box(es))

- Real property consisting of approximately 1225 square feet of land;
- Building interior space consisting of approximately _____ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of MLP, source of electric and telephone facilities. The Site will be used by MLP for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. MLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") MLP signs this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless MLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Rent will be paid annually in advance beginning on the Commencement Date and on each anniversary of it. Until the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, or (b) the first day of the month following commencement of physical preparation of the Site, the rent will be _____, the receipt of which Owner acknowledges. Thereafter the annual rent will be _____ partial years to be prorated. The annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by _____.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that MLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as MLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. MLP will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, MLP may assign or sublet without Owner's prior written consent to any party controlling, controlled by or under common control with MLP or to any party which acquires substantially all of the assets of MLP.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

7. Improvements. MLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with MLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, MLP may remove its equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. MLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. MLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when MLP desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment which results in technical interference problems with MLP's then existing equipment.

10. Utilities. Owner represents that utilities adequate for MLP's use of the Site are available. MLP will pay for all utilities used by it at the Site. Owner will cooperate with MLP in MLP's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. MLP may terminate this Agreement at any time by notice to Owner without further liability if MLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority. Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if MLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose. Upon termination all prepaid rent shall be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and MLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. MLP shall not introduce or use any such substance on the Site in violation of any applicable law.

15. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by MLP, Owner agrees promptly to execute and deliver to MLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitute the entire agreement between the parties and supersedes all prior written or verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement is not rendered invalid or unenforceable, and the application of such provision to persons other than those to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutual agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, and C, 2.

OWNER: Todd Potter

By: Todd Potter

Its: Owner

S.S./Tax No.: _____

See Exhibit A for continuation of Owner signatures

Address: 2449 West 4000 South
Roy, Utah 84067

Date: 2-21-96

MAJORCO, L.P., Delaware limited partnership

By: David Parcell

Its: DIRECTOR

Address: 1105 W. 2400 S., Ste A
SAC, UT 84119

Date: 4/1/96

EXHIBIT A*
Site Description

Site Name **Potter**

Site I..D. 253 A

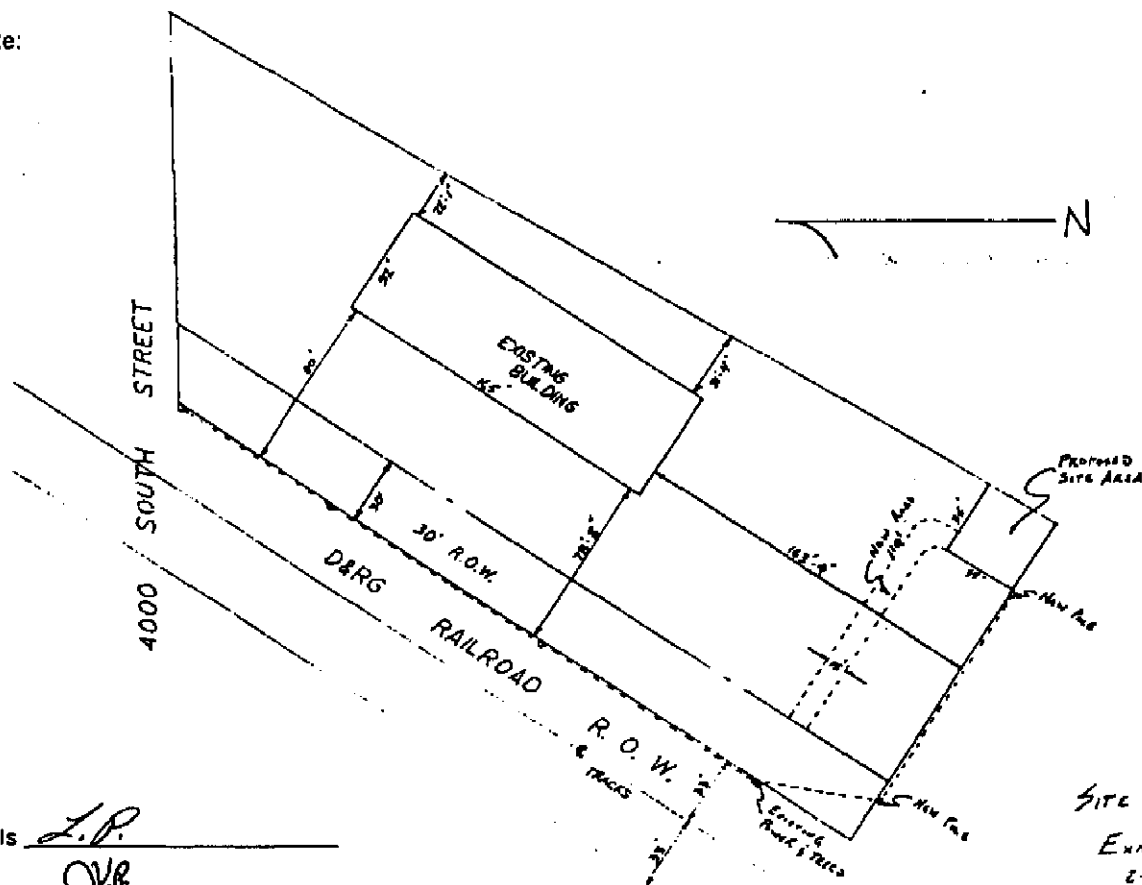
Site situated in the City of Roy, County of Weber, State of Utah commonly described as follows:

Legal Description:

Description

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY. BEGINNING AT A POINT ON THE SOUTH SIDE OF 4000 SOUTH STREET AND THE EAST RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEGINNING 917.20 FEET, NORTH 89°53'27" WEST AND SOUTH 34°21' WEST 39.92 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, RUNNING THENCE SOUTH 34°21' WEST 357.06 FEET, ALONG THE EAST LINE OF SAID RIGHT OF WAY, THENCE SOUTH 55°29' EAST 170.21 FEET, TO THE WEST RIGHT OF WAY OF OREGON SHORTLINE RAILROAD; THENCE NORTH 31°53' EAST 453.23 FEET, ALONG THE OSR RAILROAD WEST RIGHT OF WAY LINE, THENCE NORTH 89°53'27" WEST 179.82 FEET, ALONG THE SOUTH BOUNDARY LINE OF 4000 SOUTH STREET TO THE POINT OF BEGINNING.

Sketch of Site:



Owner Initials L.P.
 MLP Initials OVB

SITE # 253 A
 EXHIBIT 'A'
 2-A-76

Note: Owner and MLP may, at MLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

EXHIBIT A*
Site Description

Site Name **Potter**

Site I.D. 253 A

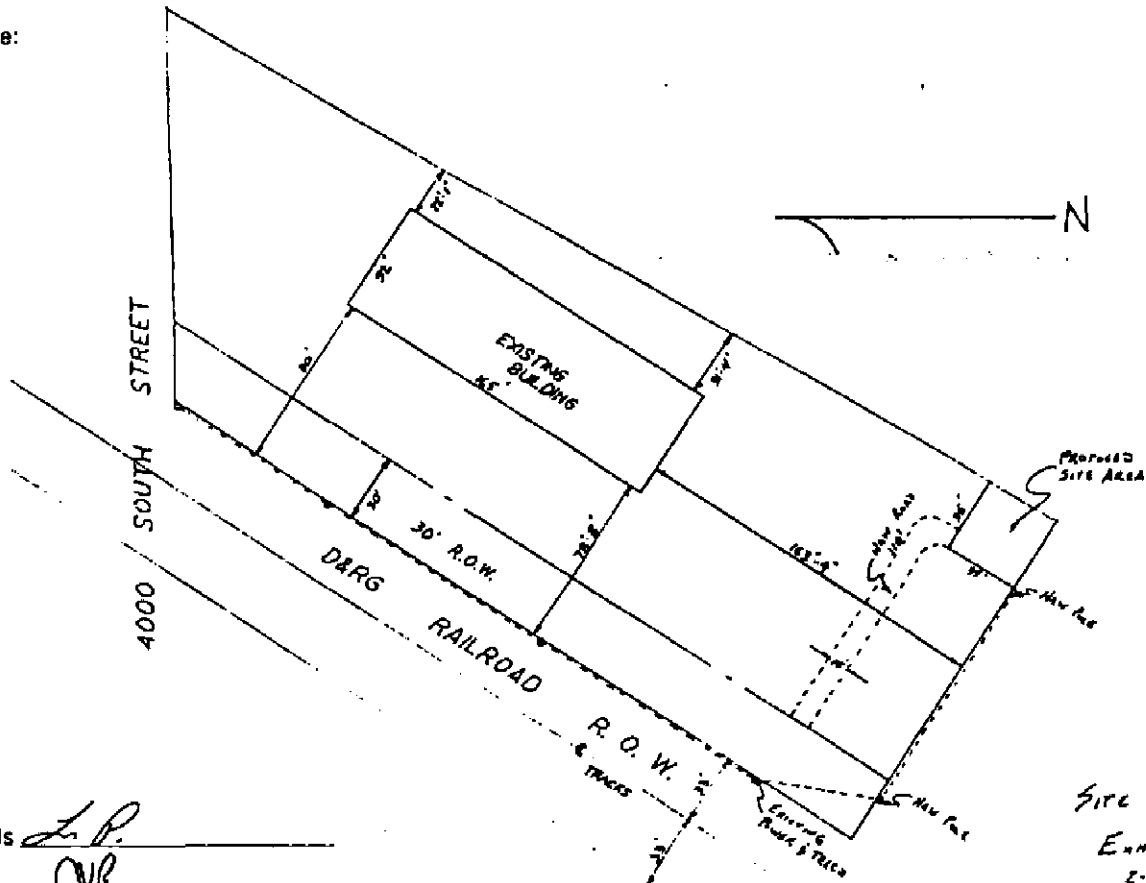
Site situated in the City of Roy, County of Weber, State of Utah commonly described as follows:

Legal Description:

Description

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY. BEGINNING AT A POINT ON THE SOUTH SIDE OF 4000 SOUTH STREET AND THE EAST RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEGINNING 917.20 FEET, NORTH 89°53'27" WEST AND SOUTH 34°21' WEST 39.92 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, RUNNING THENCE SOUTH 34°21' WEST 357.06 FEET, ALONG THE EAST LINE OF SAID RIGHT OF WAY, THENCE SOUTH 55°29' EAST 170.21 FEET, TO THE WEST RIGHT OF WAY OF OREGON SHORTLINE RAILROAD; THENCE NORTH 31°33' EAST 458.23 FEET, ALONG THE OSR RAILROAD WEST RIGHT OF WAY LINE, THENCE NORTH 89°53'27" WEST 178.82 FEET, ALONG THE SOUTH BOUNDARY LINE OF 4000 SOUTH STREET TO THE POINT OF BEGINNING.

Sketch of Site:



Owner Initials L.P.
 MLP Initials VP

Site # 253 A
 Exhibit A
 2-A 76

Note: Owner and MLP may, at MLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*(Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.)

EXHIBIT B
PCS Site Agreement

Site Name Potter

Site I.D. 253 A

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 199__, between Todd Potter ("Owner") and MajorCo, L.P., a Delaware limited partnership ("MLP"), d/b/a Sprint Telecommunications Venture, the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to MLP a certain site ("Site") located at 2449 West 4000 South, City of Roy, County of Weber, State of Utah, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 199__, which term is subject to four (4) additional five (5) year extension periods by MLP.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

"MLP"

By: Todd Potter

Name: Todd Potter

Title: Owner

See Exhibit B1 for continuation of Owner signatures

Address: 2449 West 4000 South

Roy, Utah 84067

Owner Initials T.P.

MLP Initials MLP

MajorCo, L.P., a Delaware limited partnership

By: Dennis Paschke

Name: DENNIS PASCHKE

Title: DIRECTOR

Address: 1105 W. 2400 S., Ste A

SLC, UT 84119

Attach Exhibit A - Site Description

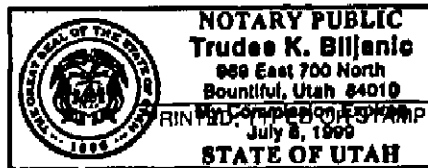
STATE OF Utah
COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 21st day of Feb, 1996, by
TODD POTTER

(AFFIX NOTARIAL SEAL)

Trudee K. Biljanic
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Utah

My commission expires: 7-6-99



STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT C
PCS Site Agreement

Site Name Potter

Site I.D. 253 A

Subordination and Non-Disturbance

The foregoing Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement, and Owner will cooperate with MLP toward such end to the extent that such cooperation does not cause Owner additional financial liability or administrative expense.

Owner Initials L.P.

MLP Initials OV