Cell Site Number: 171

Address:

Cell site Name Snowbasin

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by Sinclair Oil Corporation, a Wyoming Corporation, with a Tax ID# having its principal office at 550 East South Temple Street, Attention: Director of Real Estate, Salt Lake City, Utah 84102 (hereinafter referred to as "Landlord") and AT&T Wireless Services of Utah, Inc. d/b/a AT&T WIRELESS SERVICES, A Nevada Corporation, having an office at 4393 S Riverboat Rd. Suite 400, Tayolorsville UT 84123 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord expects, pursuant to the Snowbasin Land Exchange Act of 1996, in early 2000 to own that certain plot, parcel or tract of land, consisting of approximately 7,857 sq. ft. in a 50 ft. radius from the existing power pole nearest the Northeast corner of the old Snowbasin day lodge, together with all rights and privileges arising in connection therewith, located at Snowbasin Resort, Weber County, State of Utah (collectively "Property"). The Property being further identified on the Legal Description of the Property attached hereto as **Exhibit A**. Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

- 1. LEASE OF PREMISES. Landlord leases to Tenant the temporary, non-exclusive use of a certain portion of the Property containing approximately 60 square feet on the ground, adjacent to the old day lodge and on exterior of the old Snowbasin day lodge as described on attached Exhibit B (collectively, "Premises").
- 2. PERMITTED USE. Tenant may use the Premises for the following: (i) transmission and reception of communications signals; and (ii) to construct, install, operate, maintain, repair, replace, protect and secure, the temporary communication fixtures and related equipment, cables, accessories and improvements as shown on the attached Exhibit B (collectively, the "Communication Facility"); Tenant and Landlord acknowledge that the Premises are to be constructed as a temporary facility. Within 90 days, plus any zoning process time, of receipt of notice from Landlord, Tenant will move its equipment once from the original location and install its antennas and equipment at a location mutually acceptable to Landlord and Tenant. During the Term of the Lease Tenant agrees to move its facilities once to either the proposed ski lift or other acceptable building location. Tenant acknowledges that Tenant shall not have the first right to choose its antenna location above that of any competing wireless carrier. Landlord and Tenant agree that Exhibit C shows the initial installation of Tenant and does not limit the rights of the Tenant to install additional communications equipment subject to Landlord's reasonable approval. Landlord's execution of this Agreement will signify Landlord's approval of Exhibit C. Tenant has the right

to install and operate transmission cables from the equipment to the antennas, electric lines from the main feed to the equipment and communication lines from the main entry point to the equipment.

- Tenant agrees to comply with all applicable governmental laws, INSTALLATIONS. rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant, subject to Landlord's reasonable right of prior approval in writing as to the appearance, size, characteristics, location and nature of the equipment, fixtures and property to be placed on Landlord's property, has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, subject to Landlord's prior written approval, which shall not be unreasonably withheld.
- 4. TERM. The initial lease term will be five (5) years ("Initial Term"), (a) commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.
- (b) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement, with the exception of monthly Rent, which shall be paid by Tenant at a rate equal to 500% of the monthly rent due during the final month of the initial term. Landlord and Tenant acknowledge that the Holdover Rent is set at a high rate to discourage Tenant from holding over against Landlord's wishes.
- (c) The Initial Term, and the Holdover Term are collectively referred to as the Term. ("Term").
- 5. RENT. (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of plus any applicable tax, plus a per month electrical charge, as called for in paragraph 15, to Landlord, at the address set forth above, on or before the 5th day of each calendar month in advance or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any due date. Rent will be prorated for any partial month.
- (b) Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.
- APPROVALS. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use from both an economic and technical engineering basis and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation

applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord specifically authorizes Tenant to prepare, execute and file all necessary or appropriate applications to obtain Governmental Approvals for its use under this Agreement and to reasonably cooperate with the same. Once Tenant has commenced construction on the Premises, Tenant has accepted the condition and suitability of the Premises, and Tenant's rights under this paragraph are waived.

- (b) Tenant has the right, at Tenants sole cost, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of choice.
- (c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.
- 7. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;
- (b) by Tenant on sixty (60) days prior written notice, if Tenant is unable to obtain, maintain, or otherwise forfeits any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if the Premises become unsuitable for Tenant's operation due to governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;
- (c) by Tenant on sixty (60) days prior written notice, if Tenant determines, in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic considerations in Tenant's sole discretion.
- (d) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgment, to adversely affect Tenant's use of the Premises; or
- (e) by Tenant immediately upon notice, if Tenant determines, in its sole discretion, due to the title results, survey results or Tests, that the condition of the Premises is unsatisfactory or Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability.

If this Agreement is terminated for any reason outlined in this paragraph, any prepaid rent will be refunded on a prorata basis.

8. INSURANCE. (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii)

commercial general liability insurance with a minimum limit of liability of \$ 5,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

- (b) Tenant will name the Landlord as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days. Tenant shall provide satisfactory proof of insurance to Landlord upon request.
- (c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims (except for willful misconduct and negligence) against the other party, and each of the other party's, employees, agents, officers, invitees and directors. Landlord and Tenant will make a reasonable effort to include in their property insurance policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

9. INTERFERENCE.

- (a) Landlord shall provide Tenant with a list of all radio frequencies in use by Landlord on the Premises from time to time to permit Tenant to evaluate for potential interference with Tenant's operation of the Premises.
- (b) Landlord reserves the right to place radio frequency repeaters (including related equipment and antennas) on the Premises to support operations in Snowbasin resort. Such repeaters, or equipment related thereto, may be placed inside the Premises and connected to Tenant's power supply, provided that any such equipment placed inside the Premises shall be located in a manner to avoid interference with Tenant's operations and that Landlord reimburses Tenant for the cost of electric power used by such repeaters. Landlord's radio frequency repeaters shall remain the property of Landlord, and Landlord shall have access to the Premises at reasonable times to install, service, maintain and remove such repeaters.
- (c) Tenant agrees to participate and cooperate in Federal Communication Commission ("FCC") frequency review and allocation proceedings in connection with Snowbasin.
- (d) Nothing contained herein shall restrict Landlord's right to use any legally available radio frequencies for its own operations at Snowbasin or to permit others to install facilities or conduct communications operations provided that such uses comply with applicable FCC rules and regulations, and provided further that, (i) Landlord shall not grant any third party the right to install facilities or conduct communications operations at Snowbasin unless such third party agrees to cooperate with Landlord, Tenant and the FCC in the coordination of frequencies, and (ii) Tenant shall be deemed to be a third party beneficiary of the third parties agreement to cooperate in frequency coordination. Landlord and Tenant agree to cooperate with each other, with other persons conducting communications operations at Snowbasin and with the FCC in the coordination of frequencies at Snowbasin.
- 10. INDEMNIFICATION. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

- (b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.
- 11. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself thereto through the party set forth as signatory for the party below.
- (b) Landlord represents and warrants that: Landlord (i) expects, in early 2000, to solely own the Property as a legal lot in fee simple, or control the Property by lease or license, (ii) as long as Tenant is not in default, and Landlord has not terminated this Lease, then Landlord grants to Tenant non-exclusive, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord.
- 12. ENVIRONMENTAL. (a) Landlord represents, warrants and agrees that: the Property and its uses and operations complies, and will comply, with all local, state and federal statutes or regulations, or ordinances pertaining to the environment or natural resources ("Environmental Laws"); Landlord warrants and represents that it will be solely liable for the clean-up and removal of Hazardous Substance and any related activities, including but not limited to the restoration of the Property related to Hazardous Substances now and in the future existing on the Property except to the extent generated by Tenant. Landlord will defend, indemnify and hold Tenant harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, consultant fees and expert witness fees, related to Landlord's breach of any of the above representations and warranties.
- (b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Leased Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environment that are caused by Tenant's use of the Premises.
- (c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

13. ACCESS. Landlord will be permitted access to the Premises: (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected.

At all times throughout the term of this Agreement, and at no additional charge to Tenant, Landlord will provide Tenant and its employees, agents, and subcontractors, with twenty-four hour, seven day access to and over the Property.

- 14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within sixty (60) days of the termination of this Agreement, Tenant will remove all such improvements.
- 15. MAINTENANCE; UTILITIES. (a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
- (b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Tenant will use Landlord's electricity and pay the Landlord an additional per month for electricity. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.
- 16. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence (b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure,

however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence.

- Landlord may assign this Agreement **17**. ASSIGNMENT/SUBLEASE. (a) provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Agreement.
- (b) Tenant may, subject to Landlord's prior written consent, assign or sublet all or any part of this Agreement, and all or any rights, benefits, liabilities and obligations hereunder, to (i) any person or business entity which is a parent, or subsidiary of Tenant; (ii) any person or business entity that controls or is controlled by or under common control with Tenant; (iii) any person or business entity that is merged or consolidated with Tenant or purchases a majority or controlling interest in the ownership or assets of Tenant without Landlord's consent.
- 18. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received. Notice will be addressed to the parties at the addresses set forth above (as to Tenant, Attn.: System Development Manager: with a copy to AT&T Wireless Services, John McDonough, Attn.: Legal Department 10000 Goethe Road, Sacramento, CA 95827). Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.
- If any term or condition of this Agreement is found 19. SEVERABILITY. unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.
- 20. TAXES. Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.
- In the event Landlord receives notification of any condemnation 21. CONDEMNATION. proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within 15 If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. Tenant will be entitled to reimbursement for any prepaid Rent.
- 22. Landlord will provide notice to Tenant of any casualty affecting CASUALTY. the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property

is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

23. BROKER FEES. Tenant and Landlord each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of this Article will survive the termination of this Agreement.

24. MISCELLANEOUS.

- (a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Landlord and Tenant. No provision may be waived except in writing signed by the party waiving said right.
- (b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.
- (c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.
- (e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.
- (g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this

Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this 22 day of _FEB____, 2000.

"LANDLORD

SINCLAIR OIL CORPORATION

Print Name: CHRISTIA Its: VICE PRESIDEM

"TENANT"

AT&T Wireless Services of Utah, Inc.

Print Name: Dale Buxton

Its: System Development Manager

CORPORATE ACKNOWLEDGMENT
STATE OF UTAH
ss: COUNTY OF SALT LAKE
i CERTIFY that on FIBRUSRY 12 , 2000, CHAISTIAN N. FETERSON [name or representative] personally came before me and acknowledged under oath that he or she:
(a) is the <u>VICE PRESIDENT</u> [title] of <u>SINCLAIR OIL CORPORATION</u> [name o corporation], the corporation named in the attached instrument,
(b) was authorized to execute this instrument on behalf of the corporation and
(c) executed the instrument as the act of the corporation.
NOTARY PUBLIC Notary Public
550 East South Temple Salt Lake City, UT 84102 My Commission Expires November 17, 2001 My Commission Expires
STATE OF UTAH
CORPORATE ACKNOWLEDGMENT
STATE OF UTAH ss:
COUNTY OF SALT LAKE
I CERTIFY that on <u>68 28</u> , 2000, DALE O. BUXTON personally came before me and acknowledged under oath that he:
(a) is the SYSTEM DEVELOPMENT MANAGER of AT&T WIRELESS SERVICES, the corporation named in the attached instrument,
(b) was authorized to execute this instrument on behalf of the corporation and
(c) executed the instrument as the act of the corporation.
How alf Harriet
Notary Public My Commission Expires: 3/2/02

NOTARY PUBLIC
KM M. GARRINCK
1483 Greenfield Ave.
Self Lake City, UT 54121
My Commission Expires
Manch E. 2002
STATE COTYCLAR

10

EXHIBIT A

To that Lease Agreement dated _______

Between Sinclair Oil Corporation as Landlord and

AT&T Wireless Services as Tenant

The legal description of the Property is:

A portion of the NW1/4SW1/4 of Section 33 Township 6 North, Range 1 East consisting of approximately 7,857 sq. ft. in a 50 ft. radius from the existing power pole nearest the Northeast corner of the old Snowbasin day lodge

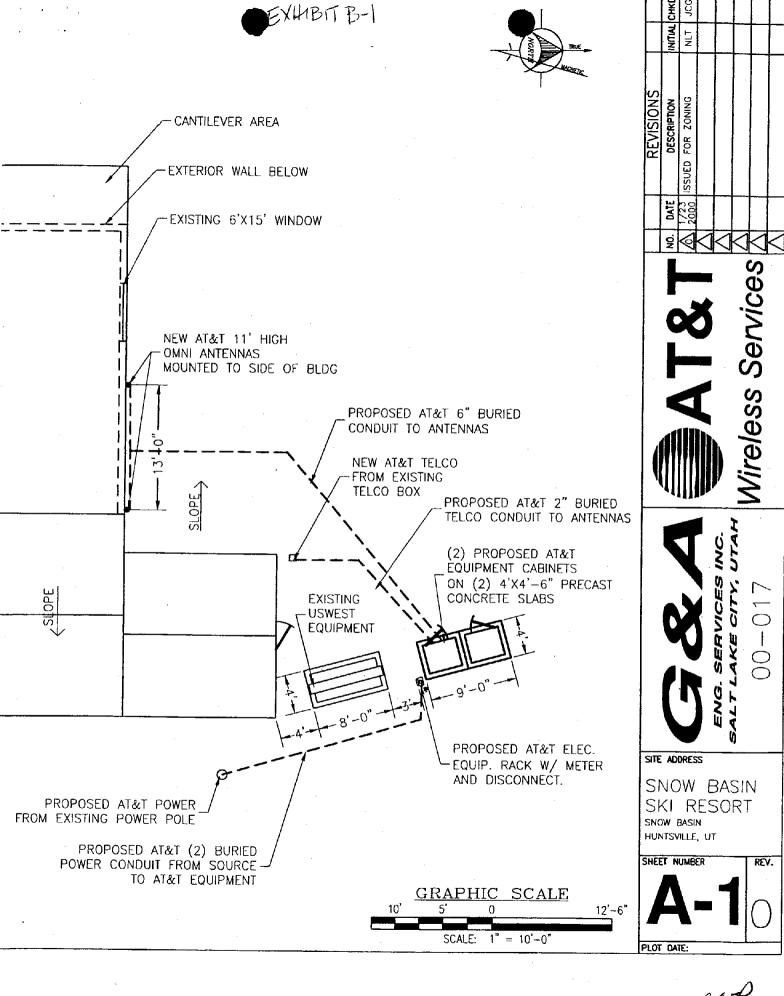
EXHIBIT B

To that Lease Agreement dated _______

Between Sinclair Oil Corporation as Landlord and

AT&T Wireless Services as Tenant

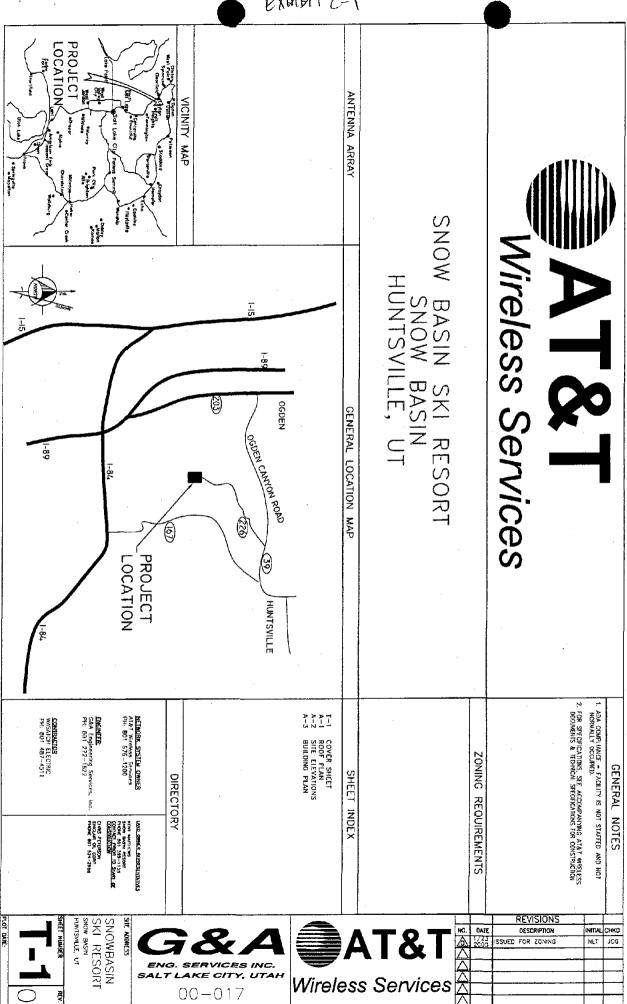
See attached B-1

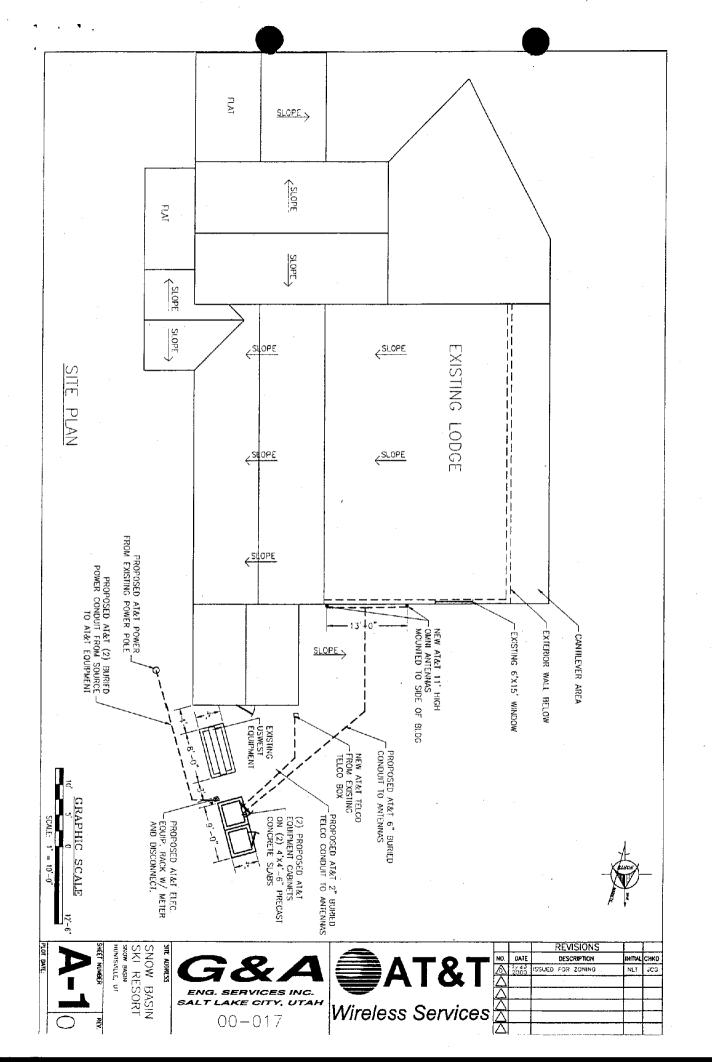


CNP

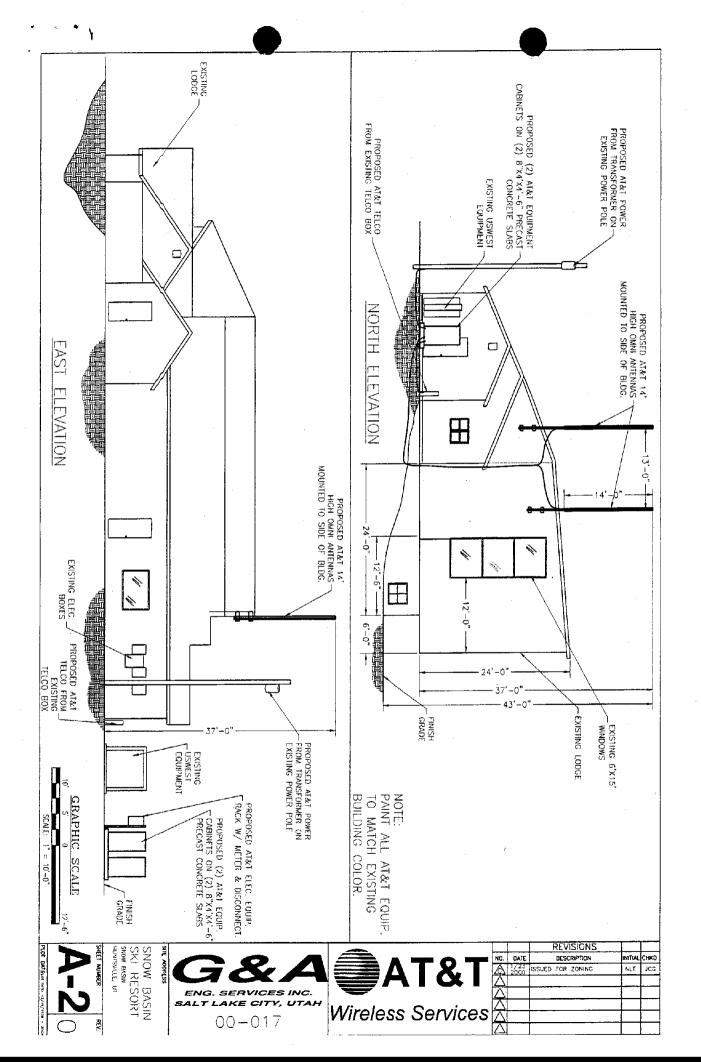
EXHIBIT C

See attached C-1 (construction drawings)





CAT



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