

# AMENDMENT OF SITE LEASE WITH OPTION

THIS AMENDMENT OF Site Lease with Option ( this "Amendment") is made this 29 day of May, 1997, by and between Western PCS III License Corporation, a Delaware corporation, ("WPCS") and James L and Teresa D Meisman, Individuals ( collectively the "Landlord")

Whereas, WPCS and Landlord entered into that certain Site Lease with Option (hereafter referred to as the "Agreement"), on or about July 26, 1996

Now, therefore, for consideration of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and WPCS mutual consent do hereby agree to amend the Agreement as follows

(1) To add the third paragraph of Section 4c shall read as follows

At which time as WPCS agrees with another carrier to collocate on this site, and at which time as WPCS receives lease payments from another carrier WPCS agrees to increase the monthly rent payment made to the Landlord by [REDACTED] per month in addition to the amount as stated in paragraph 4 (a)

*per Carrier  
J. L. McVoy*

Except as set forth above , all other terms and conditions of the Agreement shall remain the same, unchanged, and in full force and effect

The parties hereto have executed this Amendment as of the date and year first above written

Western PCS III License Corporation

BY: *Jennifer O. Schlentgen*

Its: *Jennifer Assistant VP*

Date: *May 29, 1997*

BY: *James L. Meisman*  
James L. Meisman, Landlord

BY: *Theresa D. Meisman*  
Theresa D. Meisman, Landlord



Site DN1088-A/Fountain Creek  
Market Colorado Springs, Colorado

## SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is effective this 26<sup>th</sup> day of JULY, 1996, between James L. and Theresa D Meisman, Individuals (collectively the "Landlord"), and Western PCS III License Corporation, a Delaware corporation ("Tenant").

### 1 Option to Lease.

(a) In consideration of the payment of \_\_\_\_\_ (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 attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of nine (9) months, commencing on the date hereof and ending nine (9) months from such date (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 (the "Governmental Approvals") including appointing Tenant as agent for all conditional-use permit applications and variance 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, conditional-use permits, perform surveys, soil tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. 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 "Lease") the use of that certain 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 attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located at 7375 Southmoor Dr, El Paso County, Colorado, comprises approximately 900 square feet.

2. Term The initial term of this Lease shall be five years commencing on the date of delivery of Tenant's notice to exercise the Option pursuant to Section 1(b), above (the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3 Permitted Use The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, governmental approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

4 Rent

(a) Tenant shall pay Landlord, as Rent, [REDACTED] per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance on the fifth day of each month for the following month to James L. and Theresa D. Meisman at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month.

(b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be refunded to Tenant.

5 Renewal Tenant shall have the right to extend this Lease for five 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 shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6 Interference Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference) Similarly, Landlord shall not use, nor shall Landlord permit its tenants, 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 system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities") The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence within the Premises.

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

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of overhead or underground power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8 Termination Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord for failure to cure a material 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 defaults and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period,

(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any 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, Building 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 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,

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation

9 Taxes Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right but not the obligation to pay said taxes and deduct them from Rent amounts due under this agreement

10 Insurance and Subrogation

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of [REDACTED] and name Landlord as an additional insured on the policy or policies Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other

11 Hold Harmless Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12 Notices All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses

If to Tenant, to

Western PCS III License Corporation  
Attn PCS Leasing Administrator  
2001 NW Sammamish Rd  
Issaquah, WA 98027  
Phone [REDACTED]  
Fax [REDACTED]

with a copy to

Western PCS III License Corporation  
Attn Legal Department  
2001 NW Sammamish Rd  
Issaquah, WA 98027  
Phone [REDACTED]  
Fax [REDACTED]

If to Landlord to:

James L and Theresa D Meisman, Individuals  
7375 Southmoor Dr  
Fountain, CO 80817  
Phone [REDACTED]  
Fax [REDACTED]

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 which will not interfere with Tenant's rights to or use of the Premises, and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period

14 Environmental Laws Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D) Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's activities on the Property



Landlord agrees to defend, indemnify and hold Tenant harmless from and against any all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease

The indemnifications in this section 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.

15 Assignment and Subleasing Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder Tenant may sublease the Premises, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than 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 Mortgagee at the address specified by Tenant upon entering into a financing agreement Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section 17 of this Lease

16 Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns

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, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent

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 ten (10) days after request, such truthful estoppel information as the other may reasonably request

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party

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

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable

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

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

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

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

The Execution Date of this Lease is the 5 day of AUGUST, 1996

LANDLORD James L. and Theresa D. Meisman, Individuals

By James L. Meisman  
James L. Meisman, Individual

By Theresa D. Meisman  
Theresa D. Meisman, Individual

TENANT Western PCS III License Corporation

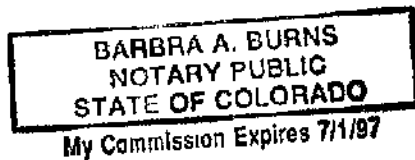
By [Signature]

Its. CP

STATE OF Colorado )  
 )  
COUNTY OF El Paso ) SS

On this 26<sup>th</sup> day of July, 1996, before me personally appeared Theresa D. Heisman and James L. Heisman, known to me to be the owners of 7375 Southmoor Dr., El Paso County, Colorado, the Persons that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Persons for the uses and purposes therein mentioned, and on oath, stated that they <sup>are</sup> was authorized to execute said instrument

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



Barbara A. Burns  
NOTARY PUBLIC in and for the State of  
Colorado  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) SS

On this 5 day of AUGUST, 1996, before me personally appeared DAVID A. MILLER, known to me to be the VICE PRESIDENT of Western PCS III License Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that He was authorized to execute said instrument

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



Amy S. Repasky  
NOTARY PUBLIC in and for the State of  
WASHINGTON  
My commission expires 11/03/99

EXHIBIT A

Legal Description

To the Site Lease with Option dated July 26, 1996, between James L and Theresa D Meisman as Landlord, and Western PCS III License Corporation, as Tenant

The Property is legally described as follows:

TRACT IN SE4 SEC 24-15-66 AS FOLS, BEG AT SWLY COR OF TR CONV BY BK 2018-106, TH NWLY 93.00 FT ALG SWLY LN OF SD TR, ANG L 88<11' SWLY 519.83 FT TO ELY LN OF COUNTY RD, ANG L 91<18' SELY 93.33 FT ALG SD R/W LN, TH ANG L 88<42' NELY 520.67 FT TO POB

TRACT IN E2SE4 SEC 24-15-66 AS FOLS, COM AT SW COR OF SE4SE4 OF SD SEC, TH NLY 809.54 FT ON W LN FOR POB, ANG R 144<22' SELY 97.50 FT ALG ELY LN OF CO RD, ANG L 88<42' NELY 238.91 FT, ANG L 91<49' NWLY 197.0 FT, ANG L 88<11' SWLY 166.98 FT, TH ANG L 55<40' SLY 120.46 FT TO POB

TRACT IN E2SE4 SEC 24-15-66 AS FOLS, COM AT SW COR OF SE4SE4 OF SD SEC, TH NLY 809.54 FT ON W LN, ANG R 144<22' SELY 97.50 FT ALG ELY LN OF CO RD, ANG L 88<42' NELY 238.91 FT FOR POB, TH ANG L 91<49' NWLY 197.0 FT, ANG R NELY 258.02 FT M/L, ANG R SELY 197.0 FT, TH ANG R SWLY TO POB

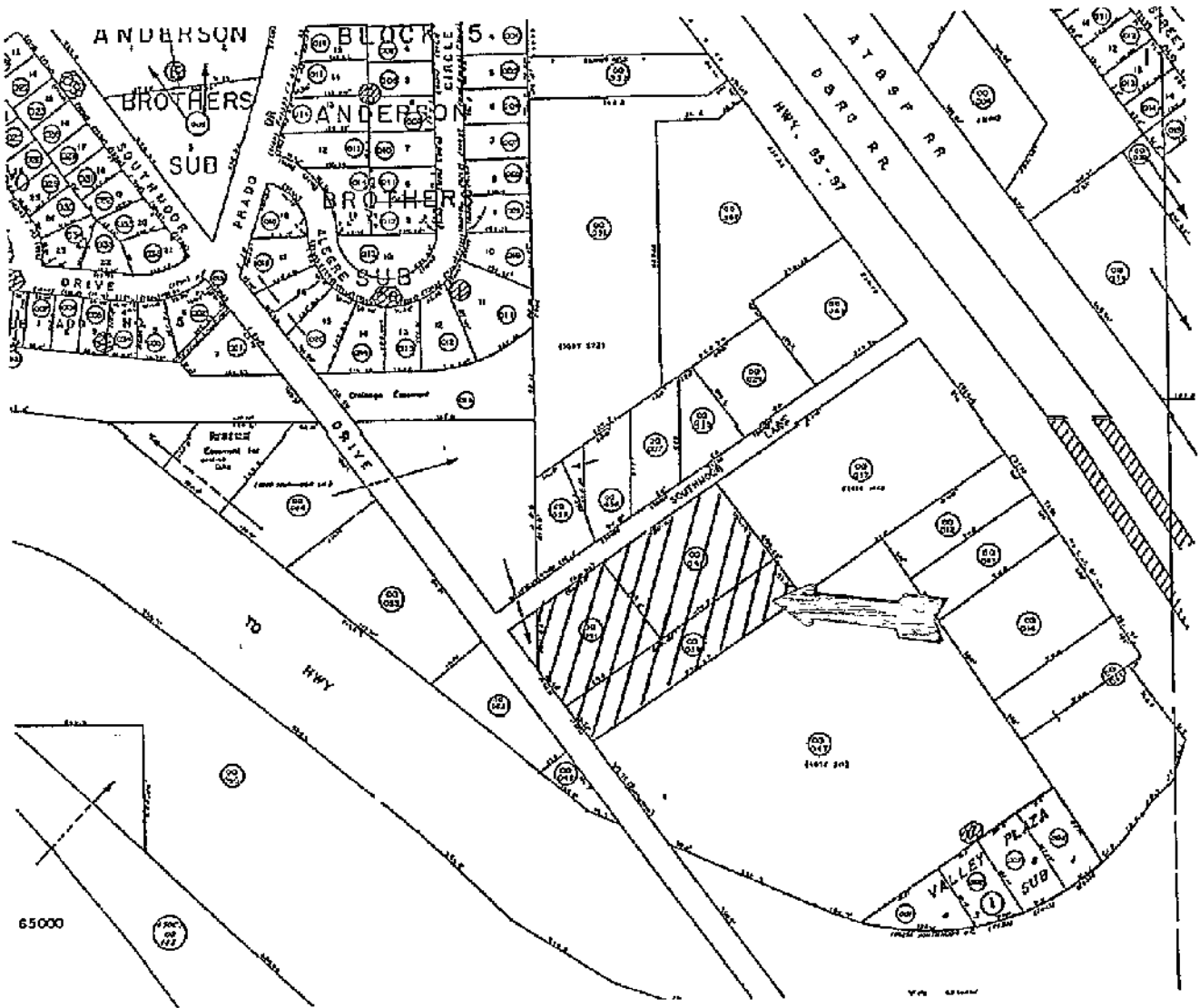
County of El Paso,  
State of Colorado.

# EXHIBIT B

## Premises Location Within the Property

To the Site Lease with Option dated JULY 26, 1996, between James L. and Theresa D. Meisman as Landlord, and Western PCS III License Corporation, as Tenant

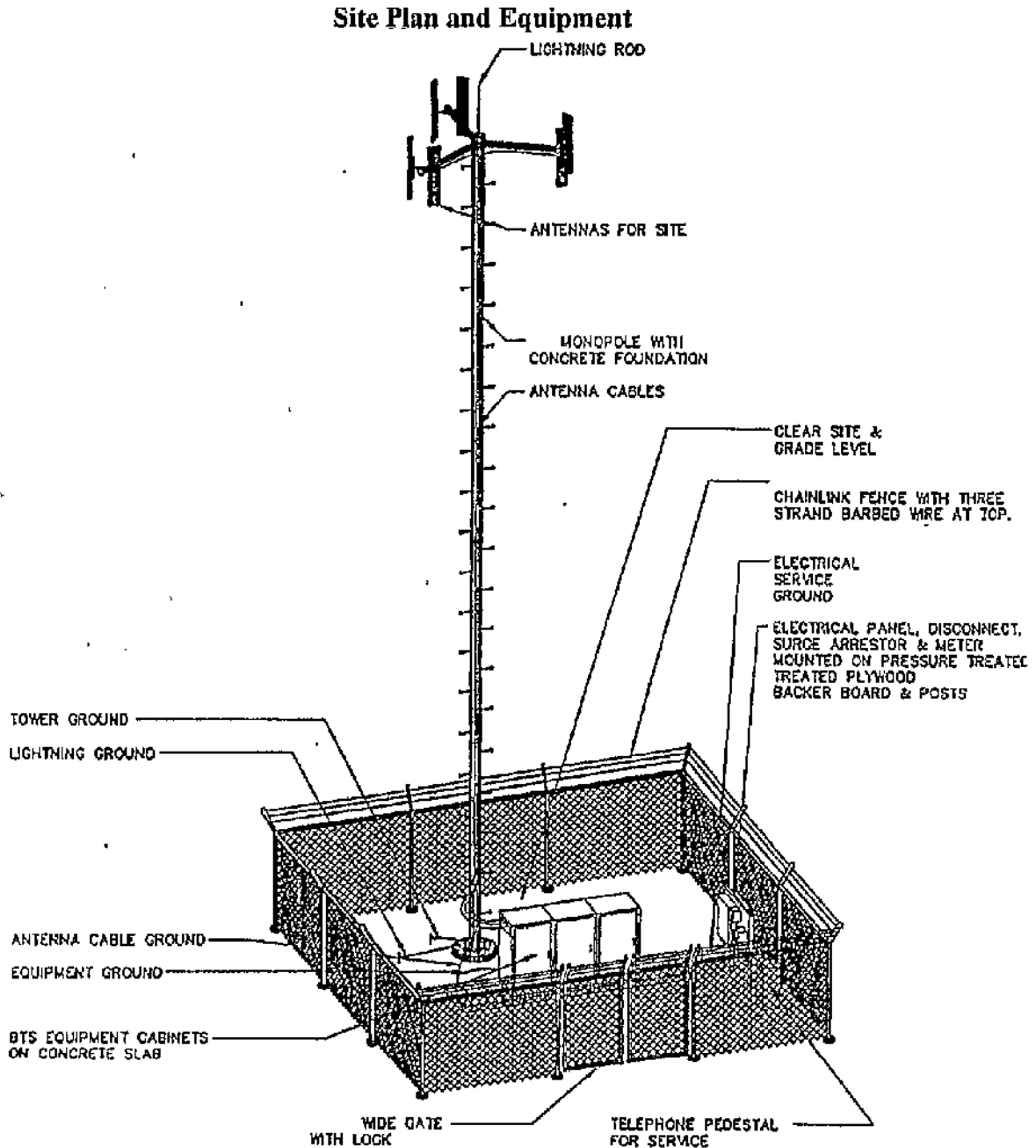
The location of the Premises within the Property is more particularly described and depicted as follows:



# EXHIBIT C

## Site Plan

To the Site Lease with Option dated JULY 26, 1996, between James L. and Theresa D Meisman as Landlord, and Western PCS III License Corporation, as Tenant.



1532552

CONCEPTUAL BTS GROUND SITE - MONOPOLE

July 25, 1995

## EXHIBIT D

### Environmental Laws

To the Site Lease with Option dated JULY 26, 1996, between James L. and Theresa D. Meisman as Landlord, and Western PCS III License Corporation, as Tenant.

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

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



**EXHIBIT E**  
**Memorandum of Lease**

To the Site Lease with Option dated JULY 26, 1996, between James L. and Theresa D. Meisman as Landlord, and Western PCS III License Corporation, as Tenant

After recording, please return to: Western PCS III License Corporation  
Attr: PCS Leasing Administrator  
2001 NW Sammamish Rd  
Issaquah, WA 98027  
Phone [REDACTED]  
Fax. [REDACTED]

Site Identification: DN1088-A/Fountain Creek      Market: Colorado Springs, Colorado  
**Memorandum of Lease Between James L. and Theresa D. Meisman ("Landlord") and Western PCS III License Corporation ("Tenant")**

A Site Lease with Option between James L. and Theresa D. Meisman ("Landlord") and Western PCS III License Corporation ("Tenant") was made regarding the following premises

(See attached Exhibit A)

The date of execution of the Site Lease with Option was AUGUST 6, 1996. Subject Lease is for a term of five (5) years and will commence on the Commencement Date outlined in the notice to exercise provided to the Landlord and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five additional five year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this 6 day of AUGUST, 1996

LANDLORD      James L. and Theresa D. Meisman, Individuals

By James L. Meisman  
James L. Meisman, Individual

By Theresa D. Meisman  
Theresa D. Meisman, Individual

TENANT      Western PCS III License Corporation

By. [Signature]

Its [Signature]

STATE OF Colorado )  
 )  
 COUNTY OF El Paso ) SS

On this 26<sup>th</sup> day of July, 1996, before me personally appeared Theresa D. Meisner & James L. Meisner, known to me to be the owners of 7345 Southmoor Dr, El Paso County, Colorado, the Persons that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Persons for the uses and purposes therein mentioned, and on oath, stated that they <sup>are</sup> was authorized to execute said instrument

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

**BARBRA A. BURNS  
 NOTARY PUBLIC  
 STATE OF COLORADO**  
 My Commission Expires 7/1/97

Barbra A. Burns  
 NOTARY PUBLIC in and for the State of  
Colorado  
 My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
 COUNTY OF KING ) SS

On this 5 day of AUGUST, 1996, before me personally appeared DAVID A. MILLER known to me to be the VICE PRESIDENT of Western PCS III License Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument

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

**AMY S. REPASKY  
 COMMISSION EXPIRES  
 11-03-99  
 NOTARY PUBLIC  
 STATE OF WASHINGTON**

Amy S. Repasky  
 NOTARY PUBLIC in and for the State of  
WASHINGTON  
 My commission expires 11/03/99

## ASSIGNMENT OF SITE LEASE WITH OPTION

This Assignment of Site Lease with Option (this "Assignment") is effective this 14 day of April, 1997, between Western PCS III License Corporation, a Delaware corporation ("Assignor"), and Western PCS II Corporation ("Assignee")

### RECITALS

A Assignor entered into that certain Site Lease with Option Agreement dated July 26, 1996 (the "Lease") by and between Assignor and James L and Teresa D Meisman.

B. Assignee desires to assume the Lease

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and sets over onto Assignee all of Assignor's rights, title and interest in, to and under the Lease as set forth in attached Exhibit A, the Site Lease with Option Agreement, and Exhibit B, zoning approval documents. Assignee hereby assumes and agrees to perform and observe, from and after the date hereof, all of the covenants, conditions, provisions and obligations of Assignee under the Lease.

2. Assignor shall be relieved of all liabilities and obligations under the Lease and Assignee shall indemnify and hold Assignor harmless from and against any and all claims, costs, expenses, damages and actions arising out of or in connection with the Lease from and after the date thereof. Notwithstanding the foregoing, Assignee, or any subsequent assignee, shall not (a) be liable for any previous act or omission of Assignor under the Lease, (b) be subject to any offset which shall theretofore have accrued to Landlord against Assignor; (c) have any obligations with respect to prepaid rent under the Lease unless such prepaid rent has been physically delivered to Landlord, or (d) be bound by any previous modifications unless such modifications shall have expressly been approved in writing by the Landlord and shall have been disclosed to the Assignee prior to the date hereof.

3 This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado

4. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to the extent, be invalid or unenforceable, then the remainder of this Assignment or the application of such provision to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected by such invalidity or unenforceability

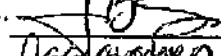
5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns

6. The substantially prevailing party and any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

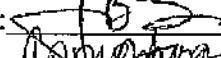
7 Assignor represents and warrants that Assignor has obtained all consents and approvals required by the Lease for this assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

ASSIGNOR: Western PCS III License Corporation

By:   
Its Assistant Vice President

ASSIGNEE. Western PCS II Corporation

By:   
Its Assistant Vice President

**EXHIBIT A**