

THIS LEASE IS THE PROPERTY OF: Western PCS III Corporation
3650 – 131st Ave. SE, Suite 400
Bellevue, WA 98006

Cell Site ID: 2629.A Mercer Island WT
City: Mercer Island
County: King
State: Washington

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is entered into this 9th day of October 1998, between the City of Mercer Island, a municipal corporation ("Lessor"), and Western PCS III Corporation, a Delaware corporation ("Lessee").

1. **Premises.** Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property ("Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises is situated in the County of King, and located at:

4350 – 88th Avenue SE
Mercer Island, Washington 98040

2. **Term.** The initial term ("Term") of this Lease shall be Five (5) years, commencing upon the date ("Commencement Date") of the execution of this Lease agreement by the Lessor. The initial Term shall terminate at midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3. **Renewal.** Lessee shall have the right to extend this Lease for Five (5) additional, Five-(5) 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 as follows:

For the first Renewal Term, Lessor shall have the one-time right to negotiate the Rent increase. Lessor shall notify Lessee in writing within 60 (Sixty) days before expiration of the Term that it is exercising its right to so negotiate. The amount of Rent shall be mutually determined and based upon rents for comparable sites as defined by the size of the equipment installation, geographic area covered by the equipment installation, and the automobile traffic counts on main arterials within said coverage areas. Lessor and Lessee shall agree to the rent for the first renewal period within fifteen (15) business days of Lessee's receipt of the above written notice. If Lessor and

Lessee are unable to agree, they will appoint a mutually agreed upon Arbitrator within Seven (7) business days. The Arbitrator shall serve as a disinterested third party and shall, within Five (5) business days, request an opinion of value from a disinterested local telecommunications consulting company engaged in wireless telecommunications equipment site acquisition and permitting services ("Consultant"). The Consultant hired shall have engaged in such services in Western Washington during the previous three (3) years, and shall have acquired leases and obtained zoning and building permits for at least twenty (20) wireless telecommunications equipment sites during each of the previous three (3) years. All costs shall be borne equally between the Lessor and Lessee. The Consultant shall provide said opinion of value to Arbitrator with fifteen (15) business days of receipt of the request from arbitrator. Lessor and Lessee agree to adopt the opinion of value as the Rent for the first Renewal Term, so long as said Rent does not exceed One Hundred Fifty Percent (150%) of the Rent for the previous Term. In the event Lessor does not exercise its right to negotiate the Rent increase, the Rent shall be increased by a percentage equal to the percentage increase in the Consumer Price Index for the Seattle-Tacoma Metropolitan Statistical Area for the previous Term. However, Rent shall not increase more than fifteen percent (15%) of the Rent paid over the previous Term

Rent shall be increased at the beginning of each subsequent Renewal Term by a percentage equal to the percentage increase in the Consumer Price Index for the Seattle-Tacoma Metropolitan Statistical Area for the previous Renewal Term. However, Rent shall not increase by more than twenty-five percent (25%) of the Rent paid over the previous Renewal Term. Lessor shall be responsible for communicating the amount of the rental adjustment to Lessee and shall provide Lessee with supporting data upon which the adjustment is calculated.

This Lease shall automatically renew for each successive Renewal Term, unless Lessee shall notify Lessor, in writing, of Lessee's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Term or any Renewal Term.

If Lessee 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.

4. **Permits and Preliminary Requirements.** Lessor acknowledges that Lessee may be required to obtain governmental permits for the construction of radio communications facilities on the Property. Lessor hereby authorizes Lessee to make any and all applications and/or submissions necessary to obtain all licenses and permits ("Governmental Approvals") from all applicable governmental and/or regulatory entities required for construction of radio communications facilities on the Property. Lessor agrees to cooperate with Lessee (at no cost to Lessor) in the submission and/or processing of any such applications, and agrees to execute any documents, applications or other submissions required therefor. Lessee shall obtain, at Lessee's expense, all required Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures on, under and over the Property, necessary to determine that Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations and Governmental Approvals. After any

testing, Lessee shall restore Property to the condition existing prior to testing. Lessor agrees that Lessee shall have the right to immediately terminate this Lease if Lessee notifies Lessor of unacceptable results of any of the above requirements, provided Lessee reimburses Lessor for actual, reasonable, legal or other preparatory expenses incurred.

5. Rent.

(a) Upon the Commencement Date, Lessee shall pay Lessor, as Rent, [REDACTED] per year. Rent shall be payable upon the Commencement Date, and thereafter, on the anniversary of each lease year, in advance.

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

(c) As additional consideration, upon commencement of Lease, Lessee shall pay to Lessor, Two Thousand Five Hundred & 00/100 Dollars (\$2,500.00) to reimburse Lessor for actual, reasonable, legal or other preparatory expenses incurred.

6. Permitted Use. The Premises may be used by Lessee only for permitted uses, which include the transmission and reception of radio communication signals and the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities.

7. Non-Interference. Lessee shall not use the Premises in any way which materially interferes with the use of the Property as it exists on the Commencement Date by Lessor, or tenants or licensees of Lessor, with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Lease, including non-interference). Lessor shall have the right to permit co-location of other telecommunications equipment on the Property, provided that such co-located equipment does not materially interfere with the operations of Lessee, and Lessor shall not permit its tenants, licensees, employees, invitees or agents to use, any portion of Lessor's Property in any way which materially interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon 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 it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon written notice.

For the purposes of this provision, "Interference" may include, but is not limited to, any other use on the Lessor's property that causes material electronic, physical obstruction or interference with, or degradation of, the Lessee's communications uses and/or radio signals. Accordingly, Lessor shall not allow such future uses on Lessor's property without the prior written consent of the Lessee, which consent shall not be

unreasonably withheld or delayed. Any level of discernible or measurable signal degradation or other interference is deemed as material in nature and will fall within this section.

8. Improvements, Utilities and Access.

(a) Lessee shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including, without limitation, an antenna tower and base, radio transmitting and receiving antennae, and an electronic equipment shelter (collectively the "Antenna Facilities"), subject to all restrictions and conditions of the City of Mercer Island Land Use Code. Lessor's prior consent to the plans and specifications for such buildings and other improvements shall be obtained but shall not be unreasonably withheld or delayed and shall be deemed given as to those items listed in Exhibit B hereto. Lessee shall have the right to replace or upgrade the Antenna Facilities at any time during the Term, or any Renewal Term, of this Lease. Lessee 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 Lessee. Lessee shall have the right to remove the Antenna Facilities upon termination of this Lease.

(b) Lessee, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including the construction of a fence, subject to review and approval of the Lessor, which approval shall not be unreasonably withheld or denied.

(c) Lessee shall, at Lessee's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the Term, or any Renewal Term, of this Lease. Upon termination of this Lease, the Premises shall be returned to Lessor in good condition. Foundation shall be removed to a level three (3) feet below existing grade.

(d) Lessee shall pay any additional utilities charges due to Lessee's use. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Premises. Lessor hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities. Lessee shall obtain Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, before installing new utilities or improving the current utilities on the Property.

(e) As partial consideration for Rent paid under this Lease, Lessor hereby grants Lessee an easement ("Easement") for ingress, egress, and access (including access as described in Exhibit B) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the Term of this Lease or any Renewal Term. Upon ninety (90) days written notice to Lessee, Lessor shall have the right, at Lessor's sole expense, to relocate the Easement to the Premises, provided such new location shall not materially interfere with Lessee's operations. Any Easement provided hereunder shall have the same Term (including Renewal Terms) as

this Lease. The Easement is attached hereto and incorporated herein with the Premises as Exhibit B.

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

9. **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 Lessor, if Lessee fails to cure a default for payment of amounts due under this Lease within that 30-day period;

(b) upon sixty (60) days written notice by either party, if the other party defaults and fails to cure such default within that 60-day period, or such longer period as may be required to diligently complete a cure commenced within that 60-day period;

(c) upon sixty (60) days written notice by Lessee, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Lessee's business;

(d) upon sixty (60) days written notice by Lessee, if the Premises are, or become, unacceptable under Lessee's sole discretion regarding Lessee'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 Lessee'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 Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. If Lessee elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored by the respective owner 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 Lessee's determination to render the Premises unsuitable for Lessee's use. Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises 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.

10. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Lessor shall pay, when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly

attributable to Lessee's use of the Premises, and Lessor agrees to furnish proof of such increase to Lessee.

11. **Insurance and Subrogation.**

Lessee shall maintain throughout the term of this Lease Agreement a policy of liability insurance covering the Lessee, which shall list the Lessor as an additional insured, in amounts of no less than the following. Lessee shall have the right to self-insure for the amounts and types of insurance required herein.

(a) Comprehensive General Liability: Combined single limit of not less than One Million Dollars (\$1,000,000.) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate.

(b) Comprehensive Automobile Liability: Combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate.

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(c) Lessor and Lessee 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.

12. **Indemnity and Hold Harmless.**

(a) Lessee agrees to indemnify and hold Lessor harmless from any and all claims for physical injury, loss, damage or liability, costs or expenses arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except to the extent attributable to the negligent or intentional acts or omissions of Lessor, its employees, agents or independent contractors.

(b) Lessor agrees to indemnify and hold Lessee harmless from any and all claims for physical injury, loss, damage or liability, costs or expenses arising from any act, omission or negligence of Lessor or its employees or agents, or the breach of this agreement, except to the extent attributable to the negligent or intentional acts or omissions of Lessee, its employees, agents or independent contractors.

13. **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, or such other address as a party may from time to time advise in writing:

If to Lessor, to:

City of Mercer Island
9611 SE 36th Street
Mercer Island, Washington 98040-9598
Attn: City Attorney

If to Lessee, to;

Western PCS III Corporation
3650 - 131st Ave. SE, Suite 400
Bellevue, WA 98006
Attn: PCS Leasing Administrator

With a copy to:

Attn: Legal Department

14. **Quiet Enjoyment, Title and Authority.** Lessor covenants and warrants to Lessee that Lessor has full right, power and authority to execute this Lease; it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Lessee and described on an attached Exhibit D, which will not interfere with Lessee's rights to or use of the Premises; and 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 Lessor.

Lessor covenants that at all times during the Term, and subsequent Renewal Terms, of this Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

15. **Environmental Laws.** Lessee 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 C). Lessor 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 C) as of the date of this Lease.

Lessor 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 Lessee, that have occurred or which may occur on the Property.

Lessee agrees to defend, indemnify and hold Lessor 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 attorneys' fees that Lessor 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 is caused by or result from Lessee's activities on the Property.

Lessor agrees to defend, indemnify and hold Lessee 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 attorneys' fees that Lessee 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 Lessor'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 costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

The provisions of this Paragraph will survive the expiration or termination of this Agreement and the Lease.

16. **Assignment and Subleasing.** Lessee may not assign this Lease Agreement or sublet the Antenna Facilities without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed or denied, provided that the assignee or transferee assumes by written agreement all of the Lessee's obligations under this Lease Agreement. The provision of such consent shall be contingent upon assignee or assignee registering with Lessor's Finance Department. Notwithstanding the foregoing, Lessee may sublet and assign this Lease or portion thereof, and its other rights and obligations hereunder without Lessor's consent to any person or business entity which is a parent, subsidiary or affiliate of Lessee, or any person or entity that, after first receiving the necessary FCC licenses, acquires Lessee's radio communications business or assets and assumes all obligations of Lessee under this Lease. Upon notification to Lessor of any assignment, Lessee shall be relieved of all performance, liabilities and obligations under this Lease, and the Assignee shall become responsible for all performance, liabilities and obligations under this Lease.

17. **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.

18. **Waiver of Lessor's Lien.** Lessor 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 same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of same from time to time in Lessee's sole discretion and without Lessor's consent.

19. **Future Telecommunications Ordinance.** Lessor and Lessee acknowledge that Lessor, as a municipal corporation, anticipates adoption of a telecommunications ordinance within one year of the date of this agreement to regulate

uses including those permitted in paragraph 6 of this agreement. Lessor and Lessee agree that when said ordinance is passed, Lessor and Lessee will enter into good faith discussions to amend this Lease Agreement to comply with the terms of said ordinance, so long as said amendment does not unreasonably interfere with Lessee's permitted uses, diminish the term by which Lessee may occupy the Premises as defined in paragraph 2 or the renewals as defined in paragraph 3, or increase Lessee's rent as defined in paragraphs 3 and 5.

20. **Miscellaneous:**

(a) Any claim, controversy or dispute arising out of this Lease shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have the authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

(b) Each party agrees to furnish to the other, within ten (10) business 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 necessary to protect its rights or use of the Premises, including but not limited to, a Memorandum of Lease, easement agreements, and attornment to and non-disturbance agreement from any existing or future mortgagee or ground lessor, assuring that Lessee may remain in possession of the Premises without reduction in its rights under this Lease should Lessor default under said mortgage or ground lease. Such documents shall be commercially reasonable in content and in form suitable for recordation. The Memorandum of Lease may be recorded in place of this Lease, by either party.

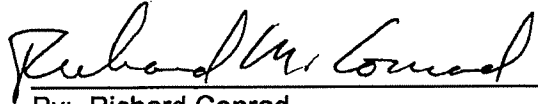
(f) This Lease shall be construed in accordance with the laws of the county and state in which the Property is located.

(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.

(h) The parties agree that the terms and conditions of this Agreement are privileged information, and that such information will be treated in full confidence and will not be revealed to other persons, firms or organizations.

The Execution Date of this Lease is the date first written above.

LESSOR: City of Mercer Island, a municipal corporation

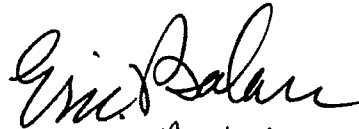


By: Richard Conrad

Its: City Manager

Federal Tax ID # _____

LESSEE: Western PCS III Corporation



By: Eric Baker

Its:

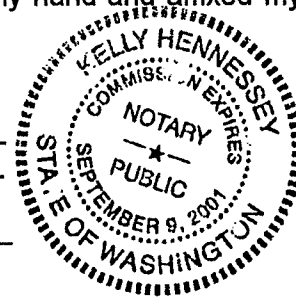
Assistant Vice-President

STATE OF WASHINGTON)
) ss:
COUNTY OF King)

On this 17th day of November 1998, before me personally appeared RICHARD CONRAD, known to me to be the City Manager of Mercer Island, the municipality that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality 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.

Kelly Hennessey
Printed Name: Kelly Hennessey
NOTARY PUBLIC in and for the State of Washington
Residing at Bornell WA
My commission expires: 9-9-01



STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 9 day of October 1998, before me personally appeared Eric Butler known to me to be the ASVP, 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.

Regina M. Delgado
Printed Name: Regina M. Delgado
NOTARY PUBLIC in and for the State of Washington
Residing at King WA
My commission expires: 11/03/00

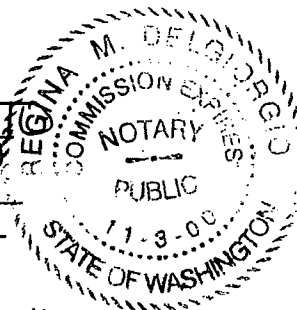


EXHIBIT A

to the Site Lease Agreement dated Oct 9. 98, 1998, between
the City of Mercer Island, as Lessor, and
Western PCS III Corporation, as Lessee.

Legal Description

The property is legally described as follows:

The land referred to in this lease is situated in the county of King, state
of Washington, and described as follows:

Lots 1 through 16, inclusive, Block 5, Lucas Heights, according to the
plat thereof, recorded in Volume 17 of Plats, page 5, in King County,
Washington.

EXHIBIT B

to the Site Lease Agreement dated _____, 1998, between
the City of Mercer Island, as Lessor, and
Western PCS III Corporation, as Lessee.

The location of the Premises (including easements) within the Property is more
particularly depicted as follows:

(To be supplied with Building Permit application)

↑
North

EXHIBIT C

to the Site Lease Agreement dated Oct. 9, 1998, 1998, between
the City of Mercer Island, as Lessor, and
Western PCS III Corporation, as Lessee.

Environmental Laws

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., and Washington 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.

EXHIBIT D

to the Site Lease Agreement dated OCT. 9, 98, 1998, between
the City of Mercer Island, as Lessor, and
Western PCS III Corporation, as Lessee.

Lessor's list of liens and mortgages are as follows:

None

EXHIBIT E
Memorandum of Lease

to the Site Lease Agreement dated OCT. 9, 98, 1998, between
the City of Mercer Island, as Lessor, and
Western PCS III Corporation, as Lessee.

Memorandum of Lease, with cover sheet, notary page(s) and Exhibit A.

Document Attached

Return Address:

Western PCS III Corporation
3650 - 131st Avenue SE #400
Bellevue, WA 98006
Attn: PCS Lease Coordinator

MEMORANDUM OF LEASE

Grantor:
CITY OF MERCER ISLAND

Grantee:
WESTERN PCS III CORPORATION

Legal Description:

Complete legal description is on page D-4 of document.

Assessor's Property Tax Parcel Account Number(s): _____

After recording, please return to:

Western PCS III Corporation
3650 - 131st Avenue SE #400
Bellevue, WA 98006
Attn: PCS Lease Coordinator
Phone: (425) 586-8700
Fax: (425) 586-8040

Site Identification: 2629.A Mercer Island WT
Market: Seattle

Memorandum of Lease
CITY OF MERCER ISLAND ("Lessor")
and WESTERN PCS III CORPORATION ("Lessee")

A Site Lease Agreement ("Lease") dated as of OCTOBER 9, 1999, by and between CITY OF MERCER ISLAND ("Lessor") and WESTERN PCS III CORPORATION ("Lessee") was made regarding the following premises:

See attached Exhibit A.

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

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum on the 9 day of OCTOBER, 1999.

LESSOR: CITY OF MERCER ISLAND

By: Richard M. Conrad

Its: City Manager

LESSEE: WESTERN PCS III CORPORATION

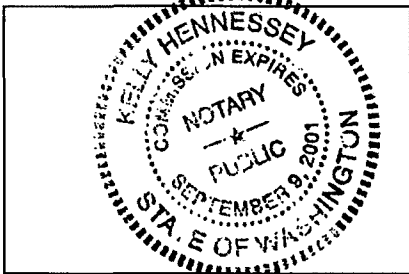
By: Eric Baker

Its: Assistant Vice-President

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Mr. Rich Conrad is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the City Manager of the CITY OF MERCER ISLAND to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 17, 1998



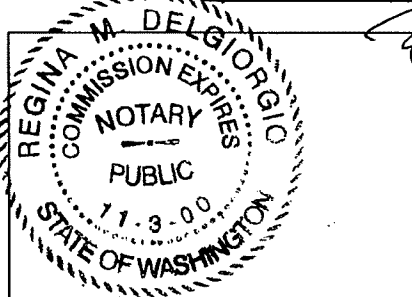
(Use this space for notary stamp/seal)

Kelly Hennessey
Notary Public
Print Name Kelly Hennessey
My commission expires 9-9-01

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Eric Miller is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Asst VP of WESTERN PCS III CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-9-98



(Use this space for notary stamp/seal)

Regina M. DelGiorgio
Notary Public
Print Name Regina M. DelGiorgio
My commission expires 11-3-2000

EXHIBIT A
Legal Description

To the Memorandum of Lease dated ~~October~~ 9 1998, between the CITY OF MERCER ISLAND, as Lessor, and WESTERN PCS III CORPORATION, as Lessee.

The Property is legally described as follows:

Lots 1 through 16, inclusive, Block 5, Lucas Heights, according to the plat thereof, recorded in Volume 17 of Plats, page 5, in King County, Washington.