

SLC 0408

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

JOHN HENDRICKSON
DAVIS WRIGHT TREMAINE, LLP
1800 BELLEVUE PLACE
10500 NE 8TH STREET
BELLEVUE, WA 98004-4300

7782472
12/18/2000 04:10 PM 18.00
Book - 8408 Pg - 8057-8061
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
DAVIS WRIGHT TREMAINE LLP
10500 NE 8TH ST
BELLEVUE WA 98004-4300
BY: RDJ, DEPUTY - WI 5 P.

7782472

MEMORANDUM OF ROOF TOP SITE LEASE AGREEMENT

THIS MEMORANDUM OF ROOF TOP SITE LEASE AGREEMENT ("Memorandum"), dated for reference purposes as 11/28/00, 2000, is entered into by and between Boyer-Madsen Seventh East, L.C., a Utah limited liability company, whose address is set forth below ("Lessor"), and Cricket Utah Property Company, a Delaware corporation, whose address is set forth below ("Lessee").

WHEREAS, Lessor and Lessee have executed that certain Roof Top Site Lease Agreement ("Agreement") dated as of 11/28/00, 2000, covering certain premises and related improvements ("Premises") in certain buildings situated on certain real property located in the City of Salt Lake City, County of Salt Lake, State of Utah, and more particularly described in Exhibit A ("Property") attached hereto and incorporated herein by this reference; and

WHEREAS, the Premises are more particularly described in Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Agreement in the Official Records of Salt Lake County, Utah;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. **Demise.** Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor, subject to the terms, covenants, and conditions contained in the Agreement.

2. **Expiration Date.** The term of the lease of the Premises under the Agreement ("Term") is scheduled to commence on or about 12/01, 2000, and shall expire (5) five years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Agreement for, at Lessee's election, five (5) additional terms of (5) five years each.


3. **Agreement Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Agreement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control.

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IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date and year first written above.

LESSOR

Boyer-Madsen Seventh East, L.C., a Utah limited liability company

By  _____

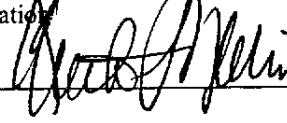
H. Roger Boyer, General Partner

TAX ID#: 87-0355392

Address: 127 South 500 East
Suite 100
Salt Lake City, UT 84102

LESSEE

Cricket Utah Property Company, a Delaware corporation

By  _____

Keith D. Morris, Regional Network Director

TAX ID#: 87-0648421

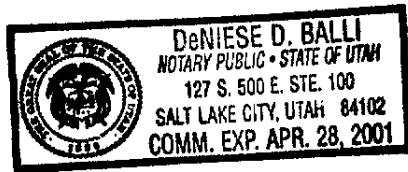
Address: 1700 Louisiana Boulevard NE
Suite 200
Albuquerque, NM 87110

LESSOR ACKNOWLEDGEMENT:

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 29 day of Nov, 2000, before me, a Notary Public in and for the State of Utah, personally appeared H. Roger Boyer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it as the General Partner of Boyer-Madsen Seventh East, L.C., a Utah limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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



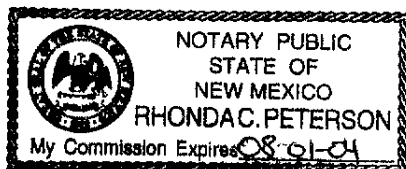
Denise D. Balli
NOTARY PUBLIC in and for the State of Utah,
residing at Salt Lake County
My appointment expires 4-28-01
Print Name Denise D. Balli

LESSEE ACKNOWLEDGEMENT:

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

On this 24th day of Nov, 2000, before me, a Notary Public in and for the State of New Mexico, personally appeared Keith D. Morris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it as the Regional Network Director of Cricket Utah Property Company, a Delaware corporation to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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



Rhonda Peterson
NOTARY PUBLIC in and for the State of New Mexico,
residing at ABQ, NM
My appointment expires 08-01-04
Print Name Rhonda C. Peterson
Property Manager
Cricket Region III

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Exhibit A to Memorandum of Roof Top Site Lease Agreement, dated _____, 2000, by and between Boyer-Madsen Seventh East, L.C., a Utah limited liability company, as Lessor, and Cricket Utah Property Company, a Delaware corporation, as Lessee.

State: Utah


County: Salt Lake

City: Salt Lake City

The Property of which the Premises are a part is legally described as follows:

BEGINNING at the Southwest corner of Lot 1, Block 32, Plat "B", Salt Lake City Survey; and running thence South 89°57'40" West 297.00 feet along the South line of said Lot 1 to the East right-of-way line of Green Street; thence North 0°00'29" West 218.625 feet along said right-of-way line, thence North 89°57'40" East 148.50 feet; thence South 0°00'29" East 96.625 feet; thence North 89°57'40" East 148.50 feet to the Westerly right-of-way line of 700 East Street; thence South 0°00'29" East 122.00 feet to the point of BEGINNING.

Sidwell No. 16-5-307-011 (Tax District No. 02)

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EXHIBIT B

DESCRIPTION OF PREMISES

Exhibit B to Memorandum of Roof Top Site Lease Agreement, dated _____, 2000, by and between Boyer-Madsen Seventh East, L.C., a Utah limited liability company, as Lessor, and Cricket Utah Property Company, a Delaware corporation, as Lessee.

State: Utah

County: Salt Lake

City: Salt Lake City


The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

BEGINNING at the Southwest corner of Lot 1, Block 32, Plat "B", Salt Lake City Survey; and running thence South 89°57'40" West 297.00 feet along the South line of said Lot 1 to the East right-of-way line of Green Street; thence North 0°00'29" West 218.625 feet along said right-of-way line, thence North 89°57'40" East 148.50 feet; thence South 0°00'29" East 96.625 feet; thence North 89°57'40" East 148.50 feet to the Westerly right-of-way line of 700 East Street; thence South 0°00'29" East 122.00 feet to the point of BEGINNING.

Sidwell No. 16-5-307-011 (Tax District No. 02)

ZEROX BUILDING
675 East 500 South
Salt Lake City, Utah

If a survey is made of the Premises, Lessor and Lessee agree to sign and attach the legal description or depiction of the Premises hereto, which will then become the description of the Premises.

 Initial

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