

SAL-A,XX

ORIGINAL

FILED FOR RECORD AT THE REQUEST OF:  
AND WHEN RECORDED RETURN TO: MARTA REGO

US WEST NEWVECTOR GROUP  
REAL ESTATE  
3350 161st AVE. S.E.  
P.O. BOX 7329  
BELLEVUE, WA 98008-1329

380

4583270

05 FEBRUARY 88 04:06 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE INSURANCE AGENCY  
REC BY: REBECCA GRAY, DEPUTY

LEASE AGREEMENT  
(Antenna Site)

4583270

This Agreement is entered into August 10, 1987,  
between U. S. WEST NEWVECTOR GROUP, INC., hereinafter called,  
"Tenant," UTAH COMMUNICATIONS AND ELECTRONICS, INC., hereinafter  
called "Lessor," and BENEFICIAL LIFE INSURANCE COMPANY,  
hereinafter called "Owner".

RECITALS

A. The Owner holds title to certain air space and  
improvements contained therein known as the Beneficial Life Tower  
and consisting of the 7th through the 27th Floor of the office  
building located at 36 South State Street, Salt Lake City, Utah,  
together with rights of ingress and egress in common with others  
through common areas, stairways and elevators beneath the 7th  
Floor level in said office building.

\*and the of\*

Lessor holds a lease, and right to sublease, in respect  
to the rooftop space/27th Floor/Beneficial Life Tower available  
for antennas and microwave dishes. Said lease is between  
Beneficial Life Insurance Company and Utah Communications and  
Electronics, Inc., dated to be effective March 1, 1981; and, so  
long as said lease remains in effect under the renewal provisions  
thereof, the sublease made by this writing between the three  
parties named above will be subordinate to and is made pursuant  
to the provisions of said earlier lease of March 1, 1981, which  
is therefore attached (as Exhibit "B") and made a part of this  
lease. It is understood that the rights of Utah Communications  
and Electronics, Inc., under its lease of March 1, 1981, is  
subject to termination or renewal on a year to year basis; hence  
the approval of this lease by the Owner herein is an agreement by  
the Owner, as a potential successor in interest to the Lessor, to  
abide by the provisions of this lease.

B. Tenant desires to lease a portion of said real  
property, consisting of rooftop space for antennas, and microwave  
dishes. The leased portion shall be hereinafter referred to as  
"Property", including rights-of-way and easements for ingress,  
egress and utilities thereto described on Exhibit "A", and its  
subparts attached hereto and incorporated herein by this  
reference.

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[Handwritten initials in a box]

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\* approximately 390 square feet to house its equipment and space for

C. Lessor is willing to rent to Tenant certain space in the aforesaid property for such purpose, under the following terms and conditions:

NOW, THEREFORE, the parties hereto agree as follows:

1. **Leased Premises.** Lessor hereby leases to Tenant for Tenant's exclusive use space on the roof/~~27th Floor~~ of the Beneficial Life Tower for a minimum of four antennas with an option to add up to six additional antennas for future growth. NO MICROWAVE DISHES TO ADD AT PRESENT TIME, BUT with an option to add up to two - 6 foot diameter microwave dish(es) for future growth, also including necessary waveguide and appurtenances, to be mounted on the roof of Lessor's building located at 36 South State Street more particularly described as Beneficial Life Tower, City of Salt Lake, County of Salt Lake, State of Utah, (said antennas dishes and room hereinafter referred to as "Property"). Lessor further grants to Tenant for the period of time this lease remains in effect the non-exclusive right for ingress and egress to said Property. ~~Said access will be subject to such building securities rules as may be established by the Owner for the reasonable protection of its property and that of other tenants.~~ Said Property, right-of-way and easement for ingress, egress and utilities are described herein in Exhibit "A", and its subparts, attached hereto and made apart hereof by this reference.

2. ~~RIGHT TO DETAILED DESCRIPTION.~~ Lessor also hereby grants to Tenant the right to obtain metes and bounds legal description and/or a survey of said Property, and said metes and bounds legal description and/or survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A" and its subparts. Cost of such work shall be borne by Tenant.

3. **TERM OF LEASE AND RENTAL RATE.** This Agreement shall be for an initial term of five (5) years, beginning no later than September 1, 1987, beginning at an annual rental of Ten Thousand Two Hundred dollars (\$10,200) to be paid in equal monthly installments on the first day of each month, in advance, to Utah Communications and Electronics, Inc., its successor in interest, as Lessor, or to such other person, firm, or place as the Lessor may, from time to time, designate in writing at least thirty (30)

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days in advance of any rental payment date. This annual rental rate after the third year this lease is in effect and thereafter shall be as stated in Addendum A, attached hereto and made a part hereof.

4. **RIGHT TO RENEWAL.** Tenant shall have the right to extend this lease for two (2) additional five (5) year terms by giving the Lessor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

5. **AUTOMATIC RENEWAL.** After the end of the second (2nd) five (5) year extension term, either the Lessor or the Tenant may terminate this lease by written notice to the other at least six (6) months prior to the end of the then current term. ~~If~~ <sup>if</sup> this Agreement has not been so terminated at the close of the second (2nd) or third (3rd) five (5) year extension terms, this Agreement shall continue in force upon the same covenants, terms, and conditions, and at a rental determined according to the terms of Addendum A attached hereto, for a further term of five (5) years. If this lease has not been so terminated at the end of the fourth (4th) five (5) year extension term, it shall thereafter automatically renew for only one (1) year extension terms until terminated by either party giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of the then current term.

6. **USE OF PREMISES AND TERMINATION.** Tenant shall use the Property for the purpose of constructing, maintaining, and operating a Mobile Communications Facility and uses incidental thereto, related directly to Tenant's use. All improvements shall be at the Tenant's expense. Tenant agrees to protect the leased premises, and Lessor, from all claims of contractors, laborers and materialmen. Tenant shall maintain the Property in reasonable condition. It is understood and agreed that Tenant's ability to use the Property is contingent upon its obtaining, after the execution date of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor shall cooperate with Tenant in its efforts to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Tenant. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use that Property for its intended purposes, Tenant shall have the right to terminate this

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<i>Yuel</i>	<i>[Signature]</i>
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Agreement. Said termination right shall also apply in the event that Tenant is otherwise, within reasonable discretion, precluded from using the Property for its intended purpose. Notice of the Tenant's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the Lessor as evidenced by the return receipt. All rentals paid for the lease of the Property to said termination date shall be retained by Lessor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

**7. TENANT'S AGREEMENT TO INDEMNIFY OWNER AND LESSOR.**

Tenant shall indemnify and hold Lessor and Owner harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by acts of the Lessor, Owner or their servants or agents.

**8. NO HARMFUL INTERFERENCE WITH TENANT'S USE.**

This Agreement shall not be construed so as to preclude additions, deletions, or modifications by Lessor to Lessor's own facilities at this location. Lessor agrees, however, not to make or allow to be made, during the term of this Agreement, any such additions, deletions, or modifications to its own facilities, or those of any third party, at this location which, within Tenant's reasonable discretion, harmfully interfere with Tenant's intended use. Likewise, no such additions, deletions, or modifications to Tenant's facilities at this location shall be made which, within Lessor's sole discretion, harmfully interfere with Lessor's use at its location.

**9. COMPATIBILITY OF EQUIPMENT.**

Tenant acknowledges notice that other communication sending and receiving equipment has been installed in the Beneficial Life Tower roof. Tenant warrants that the equipment being installed under the provisions of this lease can and will be installed and operated in a manner to avoid interference with other communications equipment in its area. Tenant also agrees to hold the Lessor harmless in respect to any action or claim which may be brought against it which arises out of the use of Tenant's communication equipment installed under the provisions of this lease.

**10. INSTALLATION SPECIFICATIONS.**

The antennas, microwave dishes, waveguide and appurtenances described in paragraph 1 shall be specified and provided by Tenant along with plans and specifications for their installation, as a part of Exhibit "A"

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hereto. Said plans and specifications are subject to Lessor's approval, such approval not to be unreasonably withheld. These items shall be installed by Tenant at Tenant's cost. Subsequent maintenance and replacement shall be the responsibility and discretion of Tenant. Additions, deletions or modifications thereto shall be subject to Lessor's approval, such approval not to be unreasonably withheld.

Lessor will maintain the building in a secure and weather-tight condition, will promptly repair any damage upon Tenant's notification, and will permit Tenant to construct temporary protection for Tenant's equipment in the event of damage which results in the building not being in such a condition. Lessor will provide secure locks and hardware on the building, will provide Tenant's personnel with keys and other means to open such locks, and will give Tenant reasonable notice when such locks are changed.

**11. MUTUAL RELEASE.** Lessor, Owner and Tenant, and all parties claiming under them, hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the Property, or covered by insurance in connection with property on, or activities conducted on, the Property, regardless of the cause of the damage or loss. Lessor agrees that Tenant may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

**12. TENANT TO PAY COST OF INSTALLATION AND UTILITIES.** Tenant will be responsible for installation and payment of all utilities required by its use of the Property. Tenant may make a separately metered connection to the commercial electric transformer located on the premises provided sufficient capacity above that required for Lessor's use exists. Tenant shall pay any real estate taxes levied against Property based on value added by reason of the improvements constructed thereon by Tenant.

**13. TENANT TO RESTORE PROPERTY ON TERMINATION.** Except as may then be otherwise agreed by the Lessor and Tenant in writing, Tenant, upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes Tenant to remain on the Property after termination of this Agreement,

Tenant shall pay rent at the then existing monthly rate or the existing monthly pro-rata basis if based on a longer payment term, until such time as the removal of personal property and fixtures is completed.

**14. RIGHT TO QUIET AND PEACEFUL ENJOYMENT.**

Lessor covenants that Tenant, on paying the rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the leased Property.

**15. LESSOR'S WARRANTY OF RIGHT TO LEASE.**

Owner covenants that Owner is seized of good and sufficient title and interest in the Property and Lessor covenants that it has full authority to enter into and execute this Agreement. Owner and Lessor further covenants that there are no other liens, judgments, or impediments of title on the Property.

**16. CONTROLLING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the law of the State of Utah.

**17. COST OF LITIGATION.** In the event that either party hereto shall institute suit to enforce any rights hereunder, the prevailing party shall be entitled to recover court costs and a reasonable attorney's fee. Upon appeal, the prevailing party shall be entitled to recovery of court costs and reasonable attorneys' fees incurred as a result of such appeal.

**18. NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: U S WEST NEWVECTOR GROUP, INC.,  
3350 161st Avenue Southeast  
P. O. Box 7329  
Bellevue, Washington 98008-1329  
Attn: Real Estate Department

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LESSOR: UTAH COMMUNICATIONS & ELECTRONIC, INC.  
1202 South 300 West  
Salt Lake City, Utah 84101  
Attn: Derrell Miller

**19. ASSIGNMENTS BY PARTY TO AGREEMENT.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto. In particular, should the Lessor, or Owner, at any time during the term of this Agreement, decide to sell all or any part of their respective interest in the Property (the Property to include only the property leased hereunder) to a purchaser other than Tenant, such sale shall be under and subject to this Agreement and Tenant's right hereunder, and any such sale by the Lessor or Owner of the portion of the Lessor's property underlying any and all rights-of-way and easements for ingress, egress and utilities herein granted shall be under and subject to the right of the Tenant in and to such rights-of-way and easements.

**20. SUBORDINATION.** At Owner's option, this Agreement shall be subordinate to any mortgage by Owner which, from time to time, may encumber all or part of the Property and any or all Rights-of-Way and easements thereto; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of Owner's interest and also Tenant's right to remain in occupancy of and have access to the Property as long as Tenant is not in default of this Agreement. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. If the Property is presently encumbered by one or more mortgages, Owner will provide Tenant with a Non-Disturbance Agreement in recordable form for each such mortgage.

**21. RESTRICTION ON ASSIGNMENT BY TENANT.** This Agreement may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the Lessor, such consent not to be unreasonably withheld.

**22. DAMAGE OR DESTRUCTION OF PREMISES:** In the event of partial destruction of the premises during the term of this lease, Lessor shall forthwith repair the same, provided such repairs can, under the laws and regulations of state, county,

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federal or municipal authorities, be made within sixty days of the occurrence of the damage, but such partial destruction shall in no way void or annul this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, such reduction to be based on the extent to which the making of such repairs shall interfere with the business carried on by the Tenant in the premises. If such repairs cannot be made within said sixty days, Lessor may, at its option, make them within a reasonable time, this lease continuing in full force and effect and with the rent proportionately reduced as provided above in this paragraph; provided, however, that if such repairs cannot be made within one hundred-twenty days of the occurrence of the damage, and such partial destruction materially affects Tenant's ability to carry on its business, Tenant may terminate this lease. In the event that Lessor does not elect to make such repairs that cannot be made within sixty days as provided in this paragraph, or such repairs cannot be made under such laws and regulations, this lease may be terminated at the option of either party. In the event that the building in which the premises are situated is destroyed to the extent of not less than thirty-three and one-third percent of the replacement cost thereof, Lessor may elect to terminate this lease, whether the premises leased hereunder are injured or not.

**23. EMINENT DOMAIN-TERMINATION OF LEASE:** If the leased premises shall be taken by right of eminent domain, in whole or in part, for public purposes, then this lease, at the option of either party, shall forthwith cease and terminate, and the current rent shall be properly apportioned to the date of such taking; and in such event, Lessor shall receive the entire award for the lands and improvements so taken, provided that Tenant shall have the right to that portion of the award attributable to Tenant's leasehold estate, moving expenses, trade fixtures, Tenant improvements paid for by Tenant's business interruption and lost profits.

**24. LESSOR'S CONSENT REQUIRED FOR SIGNS:** Tenant shall not display or erect any lettering, sign, advertisement or other projection in or on the leased premises without the prior written consent of Lessor.

**25. INSPECTION, CLEANING AND MAINTENANCE:** Tenant shall permit Lessor and its agents to enter upon the premises at all reasonable times for the purpose of inspecting the same, or for the purpose of maintaining the building in which the premises are situated, or for the purpose of making repairs, alterations or



additions to any other portion of said building, including the erection of scaffolding, props, or other mechanical devices, or for the purpose of posting notices of nonliability for alternations, additions, or repairs, without the rebate or abatement of rent to Tenant or damage for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Lessor and its agents may, within thirty days prior to the expiration of this lease, at reasonable hours, enter upon the premises and exhibit the same to prospective tenants.

26. **RULES AND REGULATIONS:** Tenant hereby agrees to comply fully with any and all reasonable written rules and regulations furnished it by Lessor regarding the building in which leased premises are located.

27. **PROPERTY INSURANCE:** Tenant shall not permit any acts to be done on the premises which will increase the existing rate of property insurance on the building or to cause the cancellation of such insurance. If any act on the part of Tenant shall cause, directly or indirectly, any increase of Lessor's insurance costs such additional expense shall be paid by Tenant to Lessor upon demand. Tenant shall not permit to be kept upon the premises any article or substance which may be prohibited by the standard form of fire or liability insurance policies.

28. **REMEDIES:** In the event of any breach of this lease by Tenant, then Lessor, besides other rights or remedies it may have, shall have the right of re-entry in accordance with procedures established by law and upon providing Tenant with at least five (5) days advanced written notice and may remove all persons and property from the premises; such property may be removed and stored in any other place in the building in which the demised premises are situated, or in any other place, for the account of and at the expense and at the risk of Tenant. ~~Tenant hereby waives all claims for damages which may be caused by the re-entry of Lessor and taking possession of the premises or removing or storing the furniture and property as aforesaid provided, and will hold Lessor harmless from any loss, costs or damages occasioned Lessor thereby, and no such re-entry shall be considered an eviction.~~ Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease, or it may from time to time, without terminating this lease, relet said premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to make alterations and

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repairs to the premises. Rentals received by Lessor from such reletting shall be applied as follows: first, to the payment of any indebtedness, other than rent, due hereunder from Tenant to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting; fourth, to the payment of the cost of any alterations and repairs to the premises; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid that month by Tenant hereunder, then Tenant shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term. The remedies herein given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not exclude the use of any other remedy. Waiver of any payment, charge or other provision or remedy of this lease shall not constitute a waiver of any subsequent payment, charge of other provision or remedy, whether of the same nature or otherwise.

29. **RIGHT TO CURE:** Unless otherwise specified in this lease, in the event of breach, default or non-compliance hereunder, either party to the agreement shall, before exercising any right or remedy available hereunder, give to the other, in their assigns, written notice of the claimed breach, default or non-compliance. For the thirty days following the giving of such notice under this paragraph\*\* (~~See paragraph 20 on page 21 of this Lease Agreement (Att. A Site)~~) or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot be rectified within thirty days, Lessor or Tenant shall have the right to cure the breach, default or non-compliance involved, except that this right to cure shall not extend to any wilful breach, default or non-compliance or to any failure to Tenant to pay rent. Lessor's remedies for Tenant's failure to pay rent when due, shall not be modified or restricted by this provision for cure, except as set forth herein.

\*\* or five (5) days in the case of a default in a rental payment.

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and such assigns or purchaser shall attorn to the Tenant and abide by the terms of this Agreement. Unless the Owner assumes the Lessor's position in this Agreement as a result of the termination of the Lessor's interest in that Lease with Owner, which is referenced above in Recital A, the rights of Tenant hereunder shall be that of a sublease. Owner shall have privity of contract with Tenant only in the event that Owner assumes Lessor's position in this Agreement. This attornment provision shall also be applicable to a purchaser, successor or assignee, whether it be the owner or any other person or entity to the Lessor's interest under this Agreement.

**30. TENANT'S REMEDIES:** If Lessor breaches, or is in default with regard to any of the conditions required to be performed by it under this Lease, Tenant may either cure such breach and deduct the cost thereof from rent thereafter becoming due under this lease, or elect to terminate this Lease upon providing at least thirty (30) days notice to Lessor of its intention to terminate. In this event, this Lease shall terminate upon the date fixed in Tenant's notice, unless Lessor shall have cured such default prior thereto.

**31. ATTORNMENT:** In the event of the sale or assignment of Owner's interest in the building of which the premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Owner covering the leased premises, Tenant shall attorn to the assignee or purchaser and recognize such assigns or purchaser as succeeding to the position of the Owner in respect to this lease. ~~In all other events, except for the Owner's obligation to assume the Lessor's position under terms of this lease in the event the lease referred to in Recital A above and the Owner's confirmation of the Lessor's authority to make this lease, the rights of the Tenant shall be those of a sublessee as they arise under the terms of this lease and privity of contract for other purposes shall exist only between the Lessor and Tenant.~~ \*

**32. LEASE SURVIVAL:** This lease shall remain in full force and effect and Tenant's rights hereunder shall not be abridged by the termination of the March 1, 1981, Antenna Site Agreement between Owner and Lessor referred to in Recital A above. In that event, Owner and Tenant agree to attornment hereunder as Lessor and Tenant respectively.

**33. AUTHORITY OF SIGNATORIES:** Each person executing this lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing and that this lease is binding upon such entity in accordance with the terms hereunder.

**34. ENTIRE AGREEMENT.** It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and Tenant and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Lessor or Tenant in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:  
UTAH COMMUNICATIONS & ELECTRONICS, INC.

WITNESS:

\_\_\_\_\_ By: [Signature]  
Its: [Signature]

TENANT:  
U S WEST NEWVECTOR GROUP, INC.

WITNESS:

[Signature] By: J. M. Stokinski  
Its: V.P. Finance

OWNER:  
BENEFICIAL LIFE INSURANCE COMPANY

WITNESS:

\_\_\_\_\_ By: [Signature]  
Its: AVP

WITNESS:

\_\_\_\_\_ By: [Signature]  
Its: Secretary to General Counsel

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Addendum "A" Lease Payments

The annual rental for years four through eight of the agreement shall be increased to Eleven thousand seven hundred twenty four dollars (\$11,724) annually....

For years nine through thirteen of the agreement, the annual rental shall be Thirteen thousand four hundred eighty eight dollars (\$13,488)....

For years fourteen through fifteen of the agreement, the annual rental shall be Fifteen thousand five hundred and four dollars (\$15,504)....

For any period beyond the fifteenth year this lease is in force the annual rental rate shall be ~~subject to negotiation between the parties to the lease~~. the fair market rental rate for similar leased parcels in the vicinity of the subject property as negotiated between the parties to the Lease. *W*

Rental payments shall be paid in equal monthly installments on the first day of the month.

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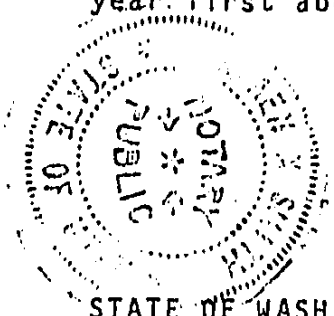
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STATE OF )  
COUNTY OF ) SS

On this 28 day of August, 1987, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Derrell G. Miller, to me known to be the Secretary & Treasurer, of Utah Communication & Electronics, Inc., the corporation that executed the 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/she is authorized to execute the said instrument and that the seal affixed; if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Karen M. Smith  
NOTARY PUBLIC in and for the  
State of Utah  
residing at Salt Lake City  
My Commission Expires 1-2-1990

STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this 29<sup>th</sup> day of September, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Stachowiak to me known to be the Vice President of Finance of U S West NewVector Group, Inc., the corporation that executed the 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/she) is authorized to execute the said instrument and that the seal affixed (if any is the corporation seal of said corporation).

WITNESS my hand and official seal hereto affixed the day and year first above written.



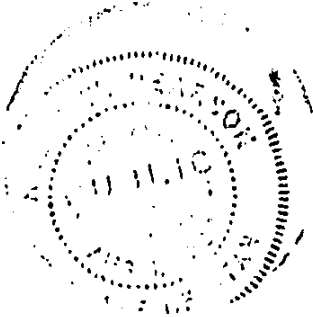
El Luis Gaylord  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Seattle  
My commission expires 4/30/89

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STATE OF )  
COUNTY OF ) SS

On this 28<sup>th</sup> day of August, 1987, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Reed L. Reeve, to me known to be the Assistant Vice President, of Beneficial Life Insurance Company, the corporation that executed the 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/she is authorized to execute the said instrument and that the seal affixed; if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Ralph W. Pearson  
NOTARY PUBLIC in and for the  
State of Utah  
residing at Salt Lake City  
My Commission Expires August 1, 1990

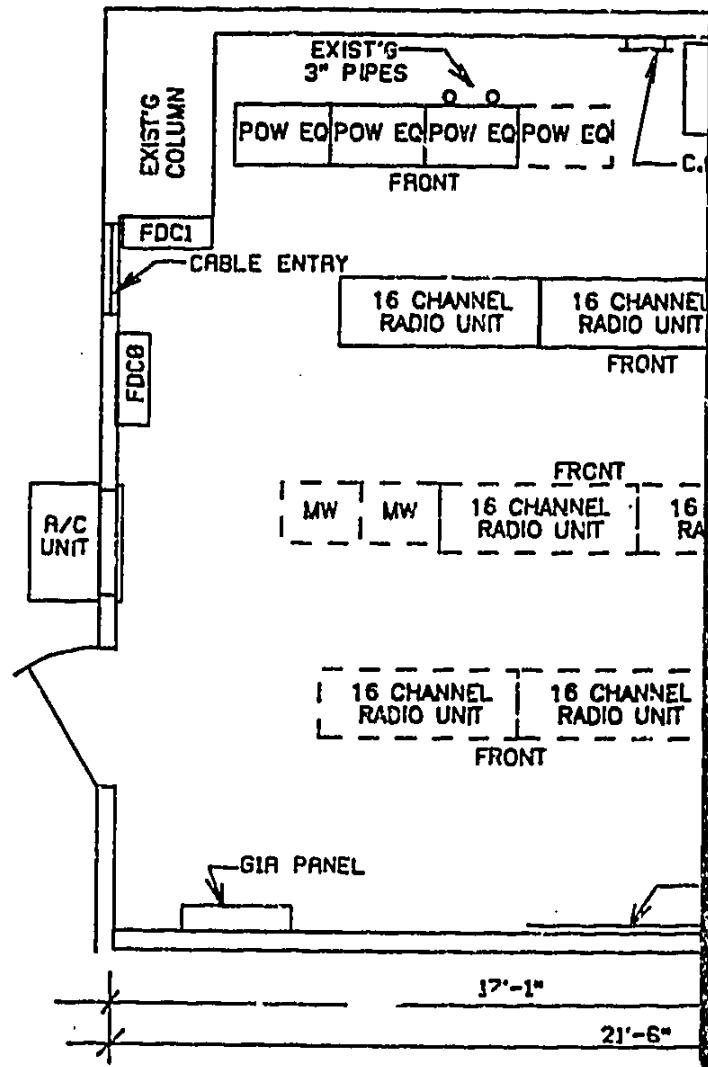
STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 23 day of October, 1987, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Ralph W. Pearson, Secretary and General Counsel, of Beneficial Life Insurance Company, the corporation that executed the 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 is authorized to execute the said instrument and that the seal affixed; if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Richard F. Burdick  
NOTARY PUBLIC in and for the  
State of Utah  
Residing at Salt Lake City  
My Commission Expires MY COMMISSION EXPIRES FEBRUARY 13, 1989

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INSTALLATION NOTES

1. INITIAL INSTALLATION INCLUDES  
32 VOICE CHANNELS
2. INITIAL INSTALLATION INCLUDES  
THE FOLLOWING POWER EQUIPMENT  
 -3 EA. 24V, 200 AMP RECTIFIERS.  
 -800 AMP, 24 V. POWER DISTRIBUTION PANEL  
 -2 EA. DC/DC CONVERTERS  
 -50 AMP, -48V. POWER DISTRIBUTION PANEL

EQUIPMENT PL

NOTES:

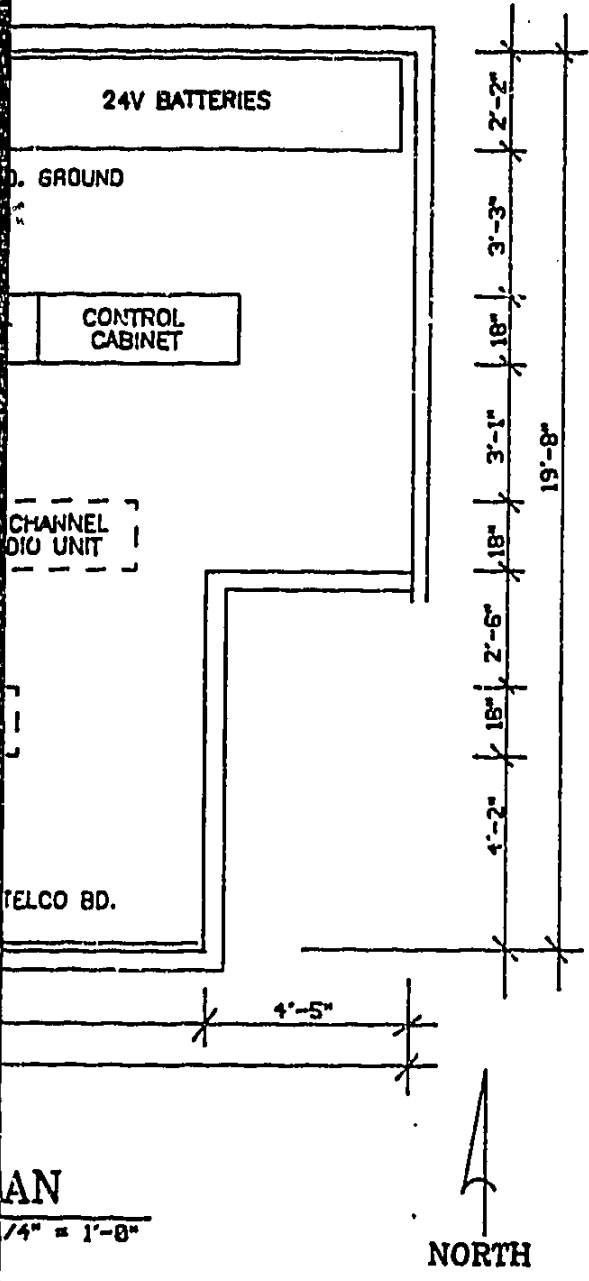
Interior equipment is located on Floor 27 of the Beneficial Life Tow



REVISIONS:  
 ① CABLE ENT. &  
 POW EQ MODS  
 8/31/87 JAM

**LEGEND**

MW MICROWAVE RADIO  
 POW EQ POWER EQUIPMENT  
 CB B CHANNEL BANKS  
 — ORIGINAL EQUIPMENT  
 - - - FUTURE EQUIPMENT



EQUIP 6002 PAGE 659

**ROSWEST**  
 NEWVECTOR GROUP

TITLE: EQUIPMENT PLAN

SITE: SAL-H,XX "BENEFICIAL LIFE"

DRAWN BY: JAM

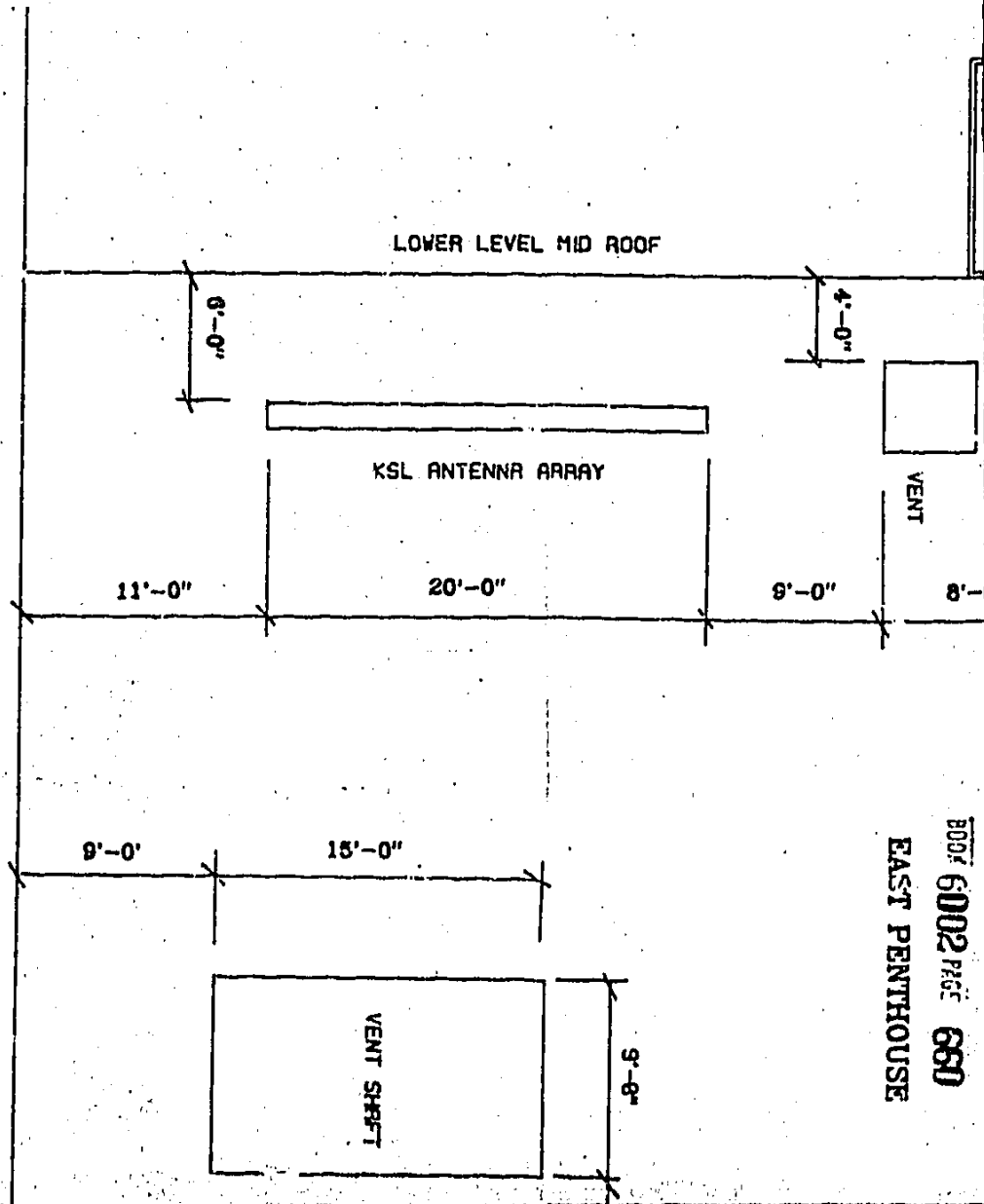
ENGINEER:

DATE: 7/1/87

DRAWING NO. ESAL,XXX

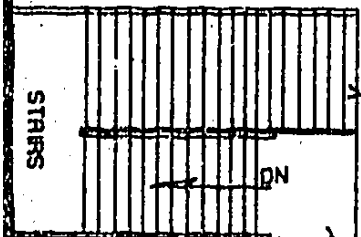
APPROVAL DATE:

AN  
 1/4" = 1'-8"



PARTIAL ROOF PLAN

SCALE = 1/8" = 1'-0"



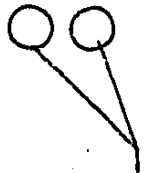
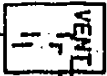
32'-0"

LOWER LEVEL MID ROOF

9'-0"

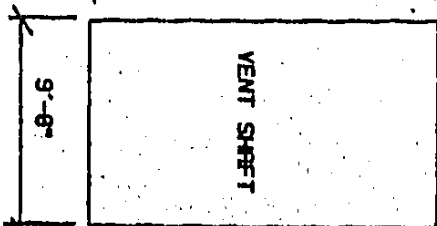


NEW VECTOR EQUIPMENT  
ROOM BELOW



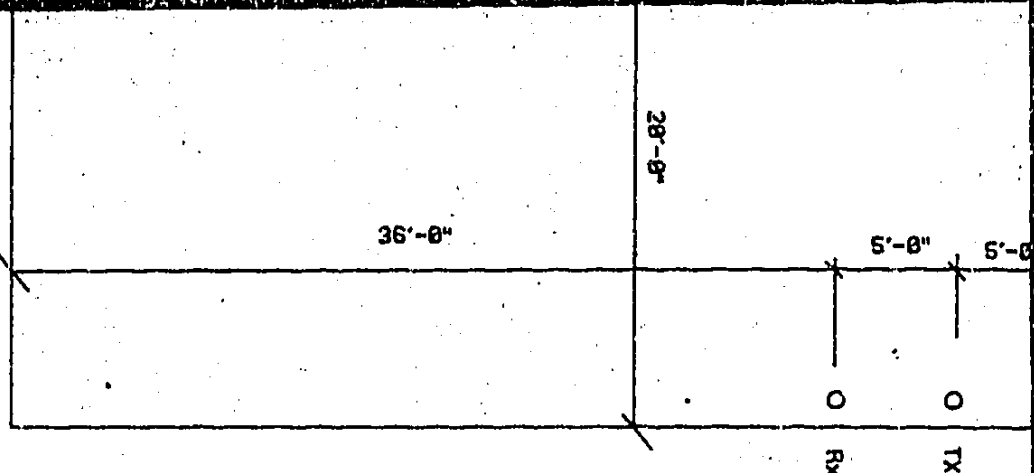
16'-0"

9'-0"



9'-8"

BOB 6002 PAGE 661



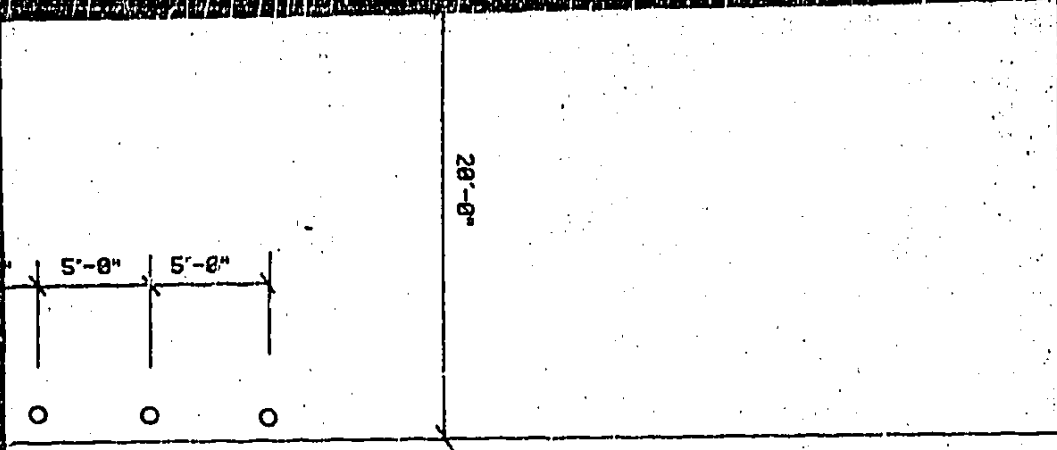
NORTH

TYP. AN  
PARAPET  
SEPARAT

BOOK 6002 PAGE 602

DATE: SEPT. 1, 1987 SCALE: 1/8"=1'-0" DRAWN: REHE PROJECT: FSLC00X SHEET: 1	SLC-A, XX      SALT LAKE CITY
	ANTENNA MOUNTING CONFIGURATION

LOCATED ON ROOF OF THE BENEFICIAL



TENNES DB-562E  
MOUNTED w/ 5'-0"  
ION

BOOK 6002 PAGE 663



NEWVECTOR GROUP

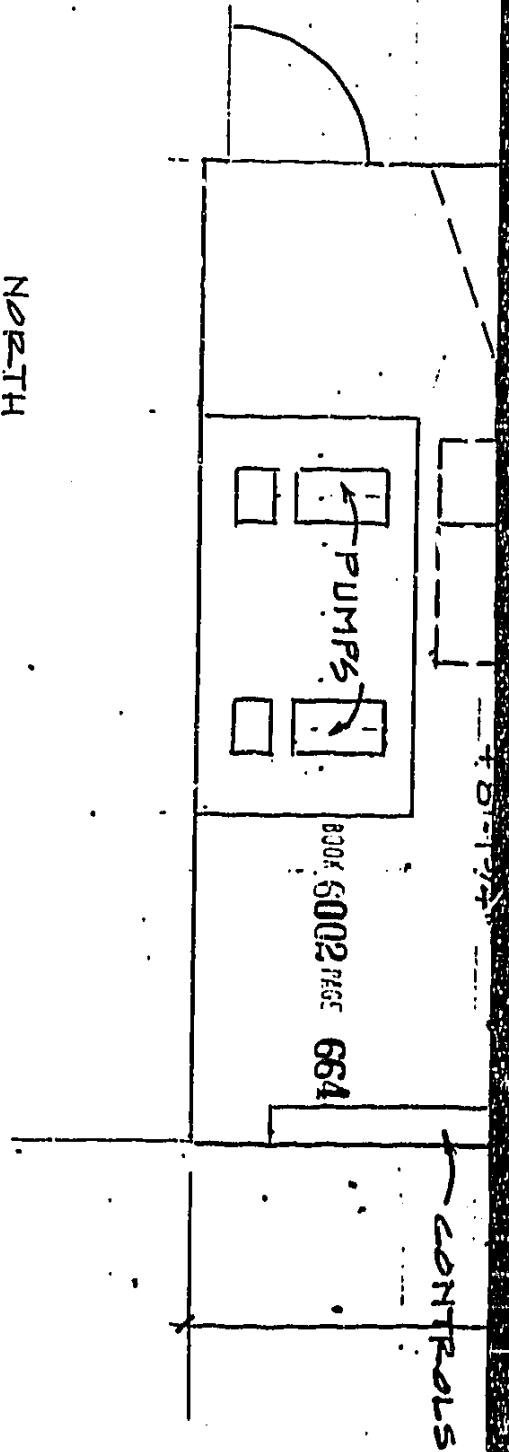
REVISIONS:

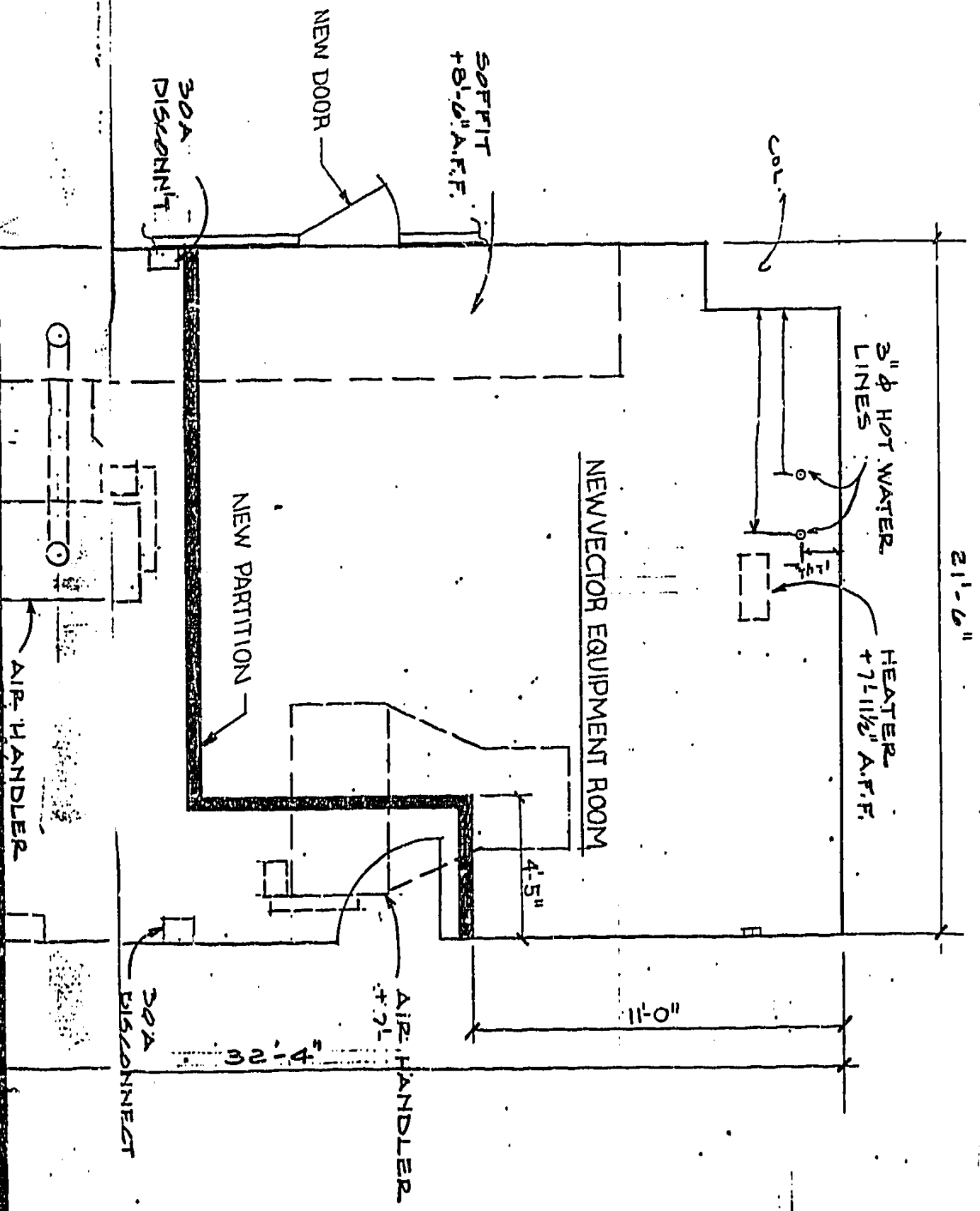
TION

LIFE TOWER

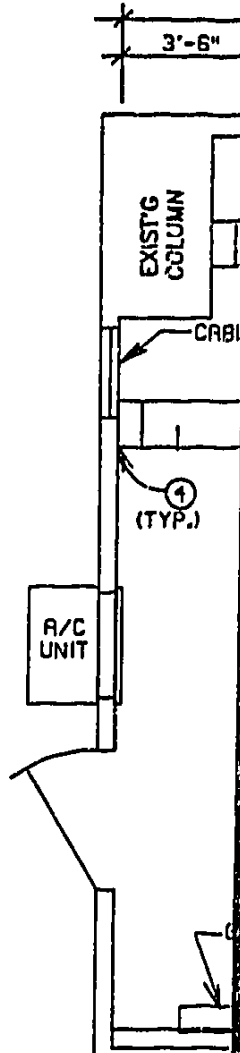
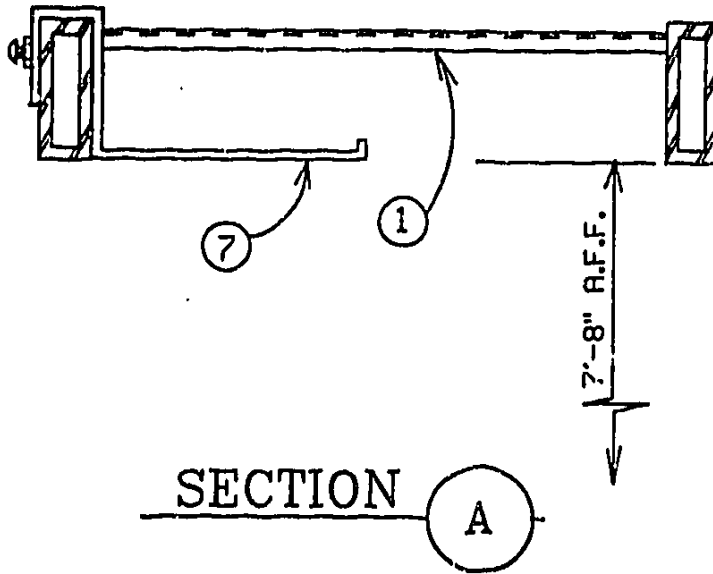
BENEFICIAL LIFE TOWER  
SALT LAKE CITY

NORTH  
FLOOR PLAN  
1/4" = 1'-0"





ITEM	QTY	PART #	DESCRIPTION
①	7	2003-21	12"X9'-11" CABLE RACK
②	6	2012	SPLICE KIT
③	9	2014	RUNWAY JUNCTION KIT
④	0	2003-2	WALL ANGLE
⑤	30	3022-2	THREADED ROD 5/8"X12"
⑥	30	3030	RUNWAY SUPPORT BRACKET
⑦	35	2106	AUXILIARY CABLE BRACKET
⑧	30	P1012-S	UNISTRUT NUT & SPRING
⑨	90	3014-8	5/8" HEX NUT
NEWTON INSTRUMENT COMPANY, INC.			

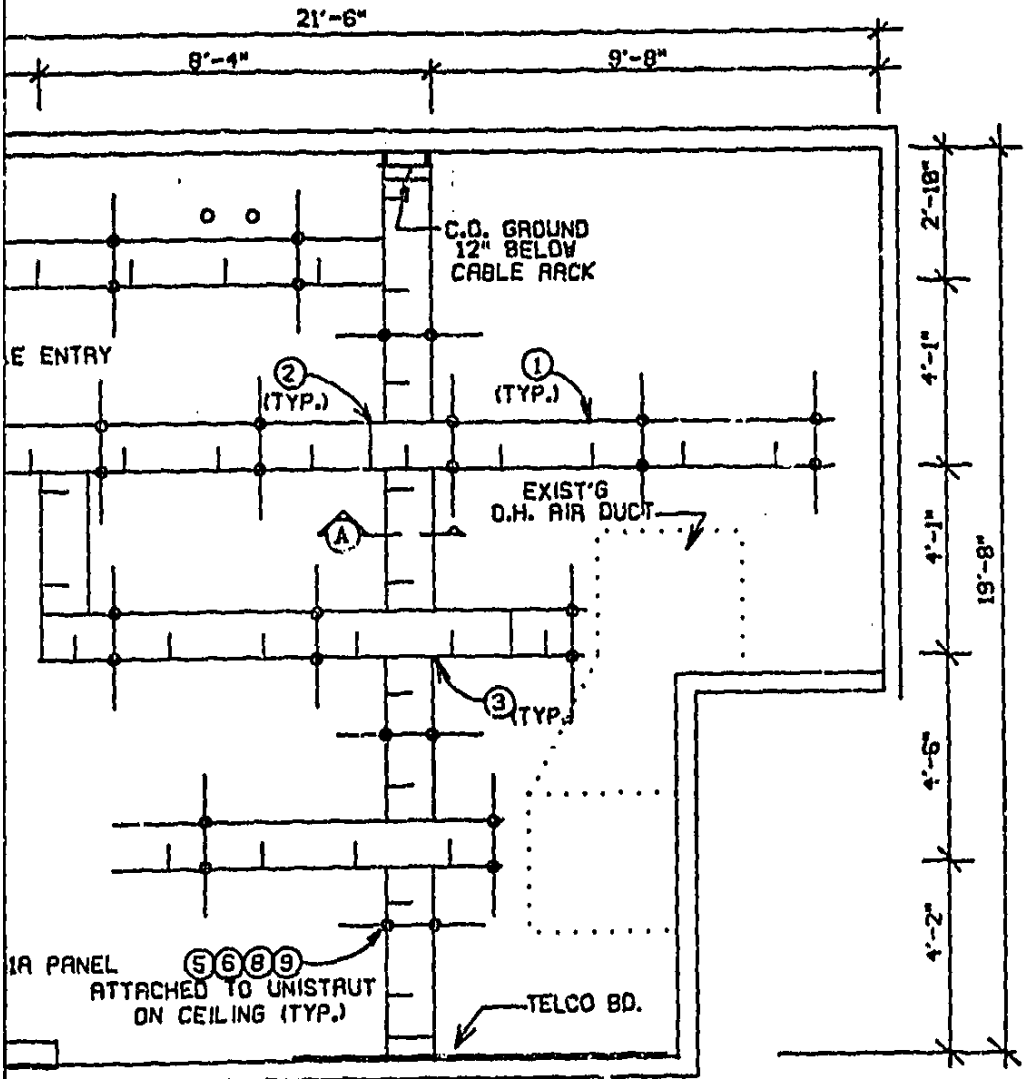


NOTES:

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 BK B172



REVISIONS:



**CABLE RACK PLAN**

1/4" = 1'-8"



**LOWEST**  
NEWVECTOR GROUP

TITLE: CABLE RACK PLAN

MTD SAL-A,XX "BENEFICIAL LIFE"

DATE: 8/20/87

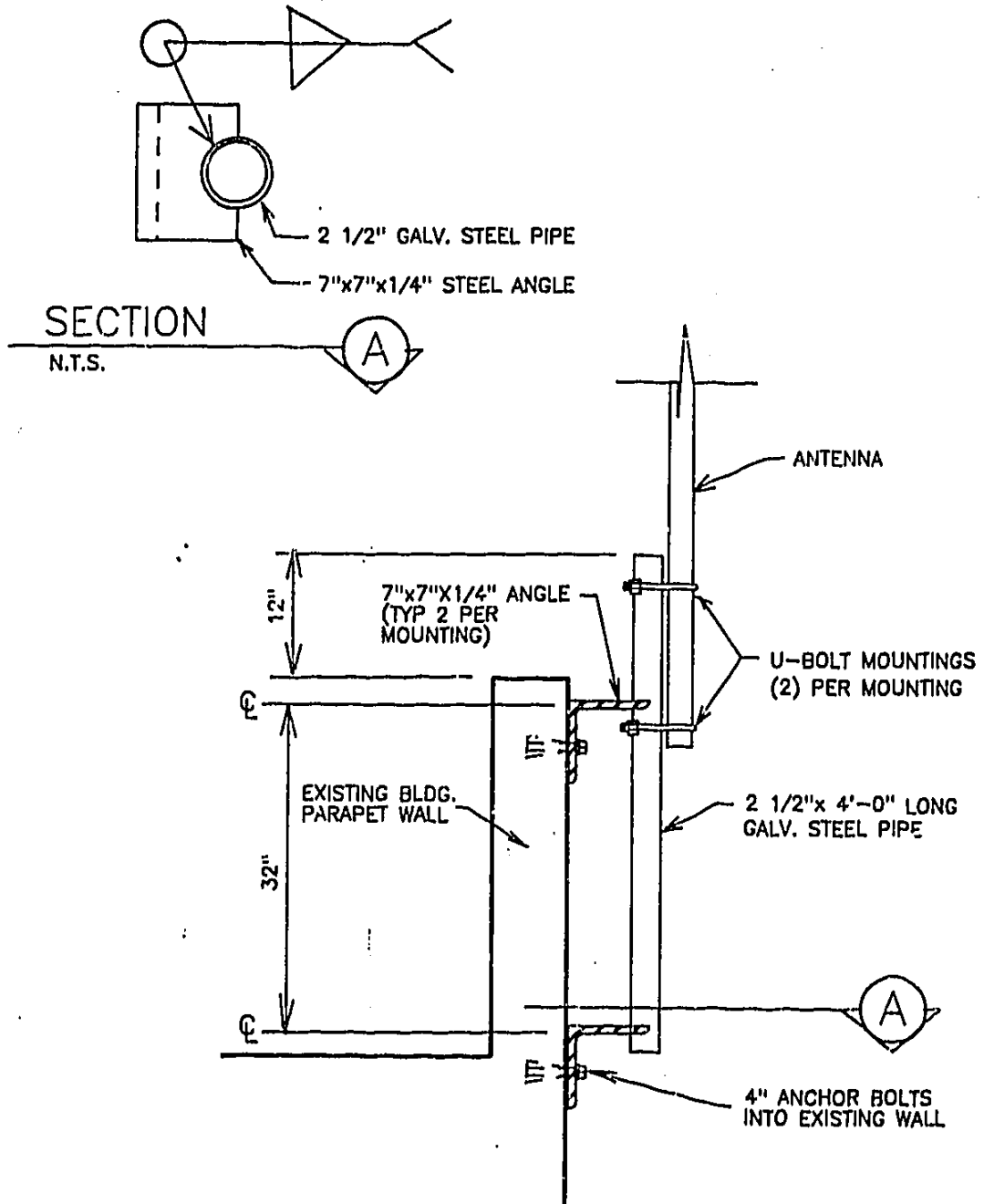
DRAWING NO. ESPLA,XX

DRAWN BY: JAM

ENGINEER:

APPROVAL DATE:

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ANTENNA MOUNTING DETAIL

SCALE = 3/4" = 1'-0"

"SLC-A,XX"  
SALT LAKE CITY  
PROJECT- SLCAXXDE  
SEPT. 23, 1987  
DRAWN: RIEHLE

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US WEST NEWVECTOR GROUP  
SPECIFICATIONS FOR INSTALLATION

EXHIBIT "B"

ANTENNA SITE AGREEMENT

This agreement is entered into between BENEFICIAL LIFE INSURANCE COMPANY, hereinafter called "Owner" and UTAH COMMUNICATIONS, hereinafter called "Managing Lessee", to be effective on March 1, 1981.

Recital. The Owner holds title to the upper stories (7th floor and above), to include the roof, of the Beneficial Life Tower, hereinafter called "Tower", at 36 South State Street in Salt Lake City, Utah. The roof of this building is a desirable site for communication antennae. Beneficial wishes to make the use of said roof available for lease on a nondiscriminatory and harmonious basis by individuals and companies operating communications equipment. At the same time it wishes to provide for sound and technically qualified management of such use, to protect the appearance and structure of the Tower and to protect the rights of all parties who may be affected by such use, to include the general public.

NOW THEREFORE, the parties hereto agree as follows:

1. Rights Leased. Subject to the provisions of this agreement, the Owner leases to the Managing Lessee the right to locate equipment on the Tower roof, license the use of such equipment and to sublease portions of the equipment location capacity of said roof.
2. Term of Lease. This lease is for a term of 1 year commencing on the above stated effective date and ending on February 28, 1982.
3. Consideration. In consideration of the rights granted to the Managing Lessee herein, the Managing Lessee will pay to the Owner on or before the      day of each month an amount equal to 70 % of; the total amount due to the Managing Lessee under licensing and sublease agreements it has in effect pursuant to this agreement, the market value of use by the managing Lessee, for purposes other than leasing and licensing to others, during the

CO. RECORDER

—FOOT COPY—

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preceding calendar month of equipment it has installed on the Tower roof, and rents due under leases described in Paragraph 4 below.

4. Lease Subject to Existing Leases. Copies of the following five leases made by the Owner prior to the effective date of this agreement have been attached to this agreement;

<u>Lessee</u>	<u>Effective Date</u>
Industrial Communications	7 June 1976
KUTV	1 July 1980
Placid Oil Company	1 March 1980
Bonneville International Corporation	15 May 1977
Utah Department of Transportation	1 September 1975

In addition to these five leases, as a public service, the Salt Lake City Police and Salt Lake City Fire Department have been given the privilege of locating communication equipment on the Tower roof without charge. This is on an oral basis and is subject to change or cancellation by notice.

The lease rights of the Managing Lessee described in this agreement are granted subject to the previously existing rights arising under the above listed leases. The Owner will make no other lease of the Tower roof for competitive or interfering facilities while this agreement is in effect.

5. Appointment of Managing Lessee as Owner's Special Agent. The Owner hereby appoints the Managing Lessee as Owner's agent to administer Owner's rights under the above listed leases. As Owner's agent the Managing Lessee shall have authority to collect rents due under existing agreements, promulgate necessary regulations governing the use of leased facilities and to negotiate the replacement of said existing lease by sublease between said Lessees and the Managing Lessee, as sublessor. The Managing Lessee shall not have the authority as Owner's special agent to take any action which will obligate Owner to pay for services or materials.

6. Subleases and Licenses for Use to Be Subject to This Agreement. All subleases and licenses granted by Managing Lessee and cancellation or termination thereof must be approved by the Owner in writing. All subleases and licenses

CL REORDER

SALT LAKE CITY

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granted under this agreement shall be made subject to the terms of this agreement, which shall be attached to and made a part thereof by reference, and Owner shall be furnished with a fully executed copy of each sublease or licenses granted by Managing Lessee.

7. Nondiscrimination. In considering an application for renewal or grant of a sublease or license; the setting of rents, fees and charges; and in all other management decisions the managing Lessee will act equitably and on the basis of sound business principles. In no case will the lease or license be denied or cancelled by the Managing Lessee for business purposes extrinsic to the purposes stated in the Recital above.

8. Advance Payments Under Subleases and Licenses. The Managing Lessee shall not accept advance payments under any sublease or license agreement except advance payments specifically required under the terms thereof.

9. Required Consent to Attachments. Plans for any attachments to the Tower roof pursuant to paragraph 1 above must be approved by Owner in writing prior to implementation. This provision does not apply to antennae or other items of equipment being attached to an approved attached structure designed to receive such attachment.

10. Determination of Market Value of Managing Lessee's Use. The market value of the Managing Lessee's use, for purposes other than subleasing or licensing to other users, of equipment it has located on the Tower roof will be determined by charges being made to the sublessees or licenses hereunder in regards to comparable type and volume of use; except that if such use is not clearly comparable to existing subleased or licenses use, said market value will be negotiated between the Owner and Managing Lessee. If no agreement on the matter is reached no such use will be permitted.

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11. Noninterference. Managing Lessee agrees that in its use of said premises it will not interfere in any way with the rights of a sublessee or licensee, the Owner, or of any third parties. Managing Lessee further agrees that upon receipt of written notice thereof from Owner it will perform any acts which may be required of it to remedy any such interference.

12. Statement of Responsibility and Indemnity. Managing Lessee hereby releases the Owner from any and all liability, expenses, losses, claims, demands, suits or charges growing out of or in any way connected with use of the subject premises by the Managing Lessee, its subleases, and its licenses; and, Managing Lessee agrees to indemnify Owner and save it harmless from any and all liability, expenses, losses, claims, demands, suits or charges, including attorney's fees, arising out of or in any way connected with Managing Lessee's use of the subject premises. Managing Lessee agrees to maintain in force a policy of Liability insurance in the amount of \$ 2,000,000. to assure Owner of its ability to meet the obligations stated in this paragraph.

13. Expense of Operation. This agreement covers only the right to locate the specified equipment on Owner's premises. Managing Lessee shall bear all costs of installation, maintenance or modification of the equipment and all costs of preparing or modifying the site including but not limited to running power, telephone or other necessary lines or cables. This agreement is not intended to make available power lines or cables or to grant easements for the Managing Lessee to run such lines or cables; it only contemplates the use of separately metered power from lines now available on the Tower roof.

14. Removal of Installation. Upon the expiration of this Agreement, Managing Lessee agrees to promptly remove all equipment and structures located or installed pursuant to this agreement in a neat and workmanlike manner, and, upon the completion of said removal, to lease said premises in the same conditions as prior to the location of said equipment thereon, normal wear and tear excepted.

15. Entire Agreement. This Agreement expresses the entire understanding of the parties with reference to the subject matter hereof and there is no other understanding, agreement, representation or warranty, express or implied, statutory or otherwise, in any way limiting, extending, defining or relating to the provisions hereof. No agreement altering, modifying or extending the terms of this Agreement shall be valid unless in writing duly signed by the parties or by their duly authorized representatives.

16. User Responsibility. Any user coming in shall have the responsibility to remedy any interference caused by him or his equipment and, in the event of interference with facilities already in use, shall cease operation until such interference can be avoided. In case it cannot be avoided said user's lease or license shall be terminated.

17. Renewal. This Agreement will remain in force for the period stated in paragraph 2 above. It shall be automatically renewed for additional one (1) year terms unless either party shall give written notice to the sixty (60) days before the expiration of this Agreement, or any renewal thereof, of its desire to cancel at the expiration of the then current term.

IN WITNESS WHEREOF, the parties hereto has caused this agreement to be signed by them, or their duly authorized officers, on the 4 day of March, 1981.

BENEFICIAL LIFE INSURANCE COMPANY

By [Signature]

By \_\_\_\_\_  
OWNER

By [Signature]

By \_\_\_\_\_  
MANAGING LESSEE

COORDINATOR  
VOC 3 1 81  
RECEIVED

GA RECORDER

-FOR COPY-

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LEGAL DESCRIPTION

Beginning at point 15.51 feet West of the Southeast Corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey and running thence South 13.00 feet; thence South 45° West 3.54 feet; thence West 182.00 feet; thence North 45° West 3.54 feet; thence North 92.00 feet; thence North 45° West 3.54 feet; thence East 182.00 feet; thence South 45° East 3.54 feet; thence South 79.00 feet to the point of beginning.

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