

145725

LEASEHOLD DEED OF TRUST

Recording requested by  
And when recorded mail to:

GIBSON, DUNN & CRUTCHER  
One Montgomery Street  
Telesis Tower, 31st Floor  
San Francisco, California 94104-4505  
Attn: Veronica McGregor

(space above this line for recorder's use)

LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as  
of the 10th day of September, 1993, by and among Nevada 2 Cellular  
Corporation ("Trustor"), whose place of business is 2572 Idaho St.,  
Suite A3, Elko, NV 89801, whose place of business is  
whose place of business is \_\_\_\_\_, and  
NORTHERN TELECOM Finance Corporation, a Delaware corporation  
("Beneficiary"), whose principal place of business is 220 Athens  
Way, Nashville, Tennessee 37228. All initially capitalized terms  
used herein and not otherwise defined herein shall have the  
meanings ascribed to them in the Financing Agreement (as defined  
below).

RECITALS

A. Beneficiary, General Cellular Corporation, a  
Delaware corporation ("GCC") and certain of GCC's direct and  
indirect subsidiaries (the "Borrower Subsidiaries") are parties to  
that certain Cellular System Financing Agreement dated as of August  
6, 1993 (the "Financing Agreement").

B. Pursuant to the Financing Agreement, Beneficiary has  
agreed to provide financing to GCC and the Borrower Subsidiaries,  
on the terms and conditions set forth in the Financing Agreement.

C. In order to secure the obligations of GCC and the  
Borrower Subsidiaries under the Financing Agreement and the other  
Financing Documents (as defined in the Financing Agreement), each  
of GCC and the Borrower Subsidiaries has agreed to grant  
Beneficiary a security interest in substantially all of its assets,  
including their leasehold interests in real property.

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Original

D. In connection therewith, Trustor desires to enter into this Deed of Trust in order to grant Beneficiary a security interest in its leasehold interest in the Property (defined below).

#### ARTICLE I

#### GRANT OF SECURITY INTEREST

FOR GOOD AND VALUABLE CONSIDERATION, TRUSTOR HEREBY GRANTS, TRANSFERS, CONVEYS AND ASSIGNS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all rights, titles, interests, estates, powers and privileges that Trustor now has or may hereafter acquire in or to the following property and interests therein:

(a) Land. All of Trustor's right, title and interest in that certain parcel of real property (the "Land") in the county of Eureka, State of Nevada, described in Exhibit A attached hereto and by this reference incorporated herein, which interest is a leasehold interest created by that certain lease (the "Lease") by and between the owner of the Property (the "Landlord") and Trustor, attached hereto as Exhibit B, and by this reference incorporated herein including, without limitation, (i) all options to extend or renew the Lease, (ii) all security deposits and prepaid rents made by or on behalf of the Trustor, and (iii) all of Trustor's other rights, titles and interests under the Lease.

(b) Improvements. All buildings and other improvements now or hereafter erected on the Land and covered by the Lease, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements"). The Land and Improvements are hereinafter referred to collectively as the "Property".

(c) Rents. All rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "Rents"), subject to the right, power and authority hereinafter given to Trustor to collect and apply such rents.

(d) Leases. All leases and subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of a similar nature.

(e) Options To Purchase. All right, title and interest of Trustor in and to all options to purchase the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired by Trustor.

(f) Easements. All easements, rights-of-way and rights used in connection with the Property or as a means of access thereto or which are otherwise of benefit thereto to the users thereof, and all tenements, hereditaments and appurtenances thereof and thereto.

(g) Personal Property. All right, title and interest of Trustor in all tangible personal property (the "Personal Property") now or at any time hereafter located on or appurtenant to the Property and used in connection with the management or operation of the Property.

(h) Additional Interests. All other interests, estates, rights, claims or demands, both in law and in equity, which Trustor now has or may hereafter acquire in the Property, including, without limitation, (i) any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, (ii) any and all proceeds of insurance in effect with respect to all or any part of the Property, and (iii) any and all claims or demands which Trustor now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Property.

## ARTICLE II SECURED OBLIGATIONS

This Deed of Trust (and the Lien created hereby) is made for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

(a) Payment and performance by Trustor of all indebtedness and other obligations evidenced by that certain Equipment Line of Credit Note and that certain Third Party Equipment Line of Credit Note (together, the "Notes") executed by Trustor in favor of Beneficiary, together with interest thereon, which Notes (together with any and all modifications, extensions and renewals thereof) are hereby made a part hereof;

(b) Payment and performance by Trustor of all indebtedness and other obligations evidenced by that certain Guaranty set forth in Exhibit 10 to, and made a part of, the Financing Agreement, pursuant to which Trustor guarantees the obligations of GCC arising in connection with the working capital line of credit Note;

(c) Payment and performance of all indebtedness and other obligations of Trustor to Beneficiary contained in (i) the Financing Agreement and (ii) the other Financing Documents;

(d) Payment by Trustor of all amounts advanced by or on

behalf of Trustee or Beneficiary to improve, protect or preserve the Property or the security of this Deed of Trust; and

(e) Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing (including, without limitation, (i) amendments or modifications of the required principal payment dates or interest payment dates, or both, as the case may be, or (ii) amendments, modifications, extensions or renewals at a different rate of interest), whether or not any such amendment, modification, extension, renewal or replacement is evidenced by a new or an additional promissory note or notes or another document.

**ARTICLE III**  
**COVENANTS**

Trustor hereby covenants and agrees as follows:

3.1 Payment of Secured Obligations. Trustor shall pay when due the principal, interest, and all other amounts due to Beneficiary as provided in the Financing Agreement, the Notes and the other Financing Documents; the principal of and interest on any amount advanced in the future and secured by this Deed of Trust; and all other charges, fees and other sums as provided in the Financing Agreement or any of the other Financing Documents.

3.2 Maintenance and Repair. Trustor shall keep the Property in good condition and repair.

3.3 Required Insurance. Trustor shall at all times maintain in full force and effect, at Trustor's sole cost and expense, policies of insurance in form, substance, amounts and with companies as required by the Financing Agreement. In the event of any damage or destruction to the Property, all insurance proceeds shall be applied in accordance with the terms of Section 5.6 of the Financing Agreement.

3.4 Condemnation and Other Awards. Trustor hereby assigns to Beneficiary, as security for the Secured Obligations, all compensation, awards, damages and other amounts payable to Trustor in connection with any condemnation or other taking of all or any part of the Property for public or semi-public use (including, but not limited to, the proceeds of any settlement, proceedings of whether or not condemnation or other taking are instituted in connection therewith). All such proceeds shall be applied in the same way as insurance proceeds, as set forth in Section 5.6 of the Financing Agreement.

3.5 Taxes and Impositions. As set forth in Section 5.12 of the Financing Agreement, Trustor shall pay or cause to be paid all Taxes imposed upon it.

3.6 Utilities. Trustor shall promptly pay or cause to be paid all gas, electricity, water, sewer and other utility charges which are incurred for the benefit of the Property or which may become a Lien against the Property.

3.7 Liens. Trustor shall not cause, incur, suffer or permit to exist or become effective any Lien, encumbrance or charge upon all or any part of the Property or any interest therein, other than Permitted Liens. Trustor shall pay and promptly discharge, at Trustor's sole cost and expense, all Liens, encumbrances and charges upon all or any part of the Property or any interest therein, other than Permitted Liens.

3.8 Sale or Lease of Property. Except as otherwise expressly provided in the Financing Agreement and except for subleases of portions of the Improvements by Trustor, in accordance with its past business practices, to other persons in the business of operating broadcast stations or cellular radio-telephone systems, Trustor shall not sell, lease or otherwise transfer all or any part of the Property or any interest therein without the prior written consent of Beneficiary (which consent may be withheld in its sole and absolute discretion).

3.9 Defense of Actions. Trustor, at no cost or expense to Beneficiary or Trustee, shall appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust, all or any part of the Property, or the interests, rights, powers or duties of Beneficiary or Trustee hereunder. If Beneficiary or Trustee elects to become a party to such action or proceeding, or is made a party thereto, Trustor shall indemnify, defend and hold Trustee and Beneficiary harmless from all liability, damage, cost and expense incurred by Trustee and Beneficiary, or either of them, by reason of such action or proceeding (including, without limitation, reasonable attorneys' fees and expenses), whether or not such action or proceeding is prosecuted to judgment or decision.

3.10 Indemnification. If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Property by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor



shall pay to Beneficiary reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of breach.

3.11 Waiver. The obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Trustor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor.

3.12 Protection of Security. Upon the occurrence of an Event of Default (as defined in Section 6.1 below), Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may take such actions as either of them may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Property; (ii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; and (iii) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing

rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees.

3.13 Additional Security. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder and, in connection therewith, Trustor hereby waives all rights of marshaling.

3.14 Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter, at any reasonable time, the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Financing Documents.

3.15 Beneficiary's Powers. Without affecting the liability of Trustor or any other Person liable for the payment of any obligation herein mentioned, and without affecting the Lien or charge of this Deed of Trust upon any portion of the Property not then or heretofore released as security for the full amount of all unpaid obligations, Beneficiary may in accordance with the Financing Agreement and the other Financing Documents, and from time to time and without notice (i) release any Person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) waive any provisions contained herein or grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

### 3.16 Lease.

(a) Except as expressly provided otherwise herein (and in that certain Landlord Waiver and Consent executed by Landlord in connection herewith), this Deed of Trust is made subject to whatever rights and interests the Landlord may have under the Lease and the covenants, conditions and restrictions set forth therein.

(b) Trustor shall keep and perform each and every covenant, agreement and obligation of the lessee set forth in the Lease, and shall not commit, suffer or permit any breach thereof. If Trustor shall default under the Lease, Beneficiary may at its option, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder or removing or waiving any default hereunder, take any action necessary or desirable to cure any default by Trustor in the performance of any of the terms, covenants and

conditions of the Lease, and is authorized to enter upon the Property for such purposes. All costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Beneficiary in connection therewith shall be repayable upon demand by Trustor, with interest thereon at the Post-Default Rate, and shall be secured hereby. Any default by Trustor under the Lease shall be a default hereunder, subject to Section 6.1(b) hereof.

(c) Except as otherwise permitted under the Financing Agreement, Trustor shall not, without Beneficiary's prior written consent (which consent shall not be unreasonably withheld), materially modify, or cause or permit the termination of, the Lease, or waive or in any way release the Landlord from any of the Landlord's obligations under the Lease. If, in conformance with the Financing Agreement, Trustor takes any of the actions described in the immediately preceding sentence, Trustor shall provide Beneficiary with written notice at least ten (10) Business Days prior to the taking thereof.

(d) Trustor shall give immediate notice to Beneficiary of the occurrence of any material default by the Landlord under the Lease within Trustor's knowledge or of the receipt by it of any notice from the Landlord under the Lease, claiming the occurrence of any default or event of default by Trustor under the Lease. Trustor hereby assigns to Beneficiary the proceeds of any claims that Trustor may have against the Landlord for any breach of the Lease by the Landlord, as security for the Secured Obligations.

(e) So long as this Deed of Trust is in effect, there shall be no merger of the leasehold estate created by the Lease with the fee estate in the Property or any portion thereof notwithstanding the union of such estates in the Landlord, or the Trustor or in a third party. In case Trustor acquires the fee title or any other estate, title or interest in the Property covered by the Lease, this Deed of Trust shall attach to and cover and be a Lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the Lien of this Deed of Trust. Trustor shall notify Beneficiary of any such acquisition by Trustor and, on written request by Beneficiary, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the opinion of Beneficiary be required to carry out the intent and meaning hereof.

(f) All subleases entered into by Trustor with respect to all or any portion of the Property (and all existing subleases modified by Trustor) shall provide that (i) such subleases are subordinate to the Lien of this Deed of Trust, as amended from time to time, and (ii) if Beneficiary forecloses under this Deed of Trust, each sublease shall, if Beneficiary so elects,



remain in full force and effect and the subtenant shall atorn to Beneficiary or its assignee.

(g) Trustor shall exercise any option or right to renew or extend the term of the Lease, or shall give Beneficiary written notice of its intent not to exercise such option or right, at least thirty (30) days prior to the date of termination of any such option of right. If there shall have occurred and be continuing a Default or an Event of Default and Trustor fails to exercise any such option or right or if the failure by Trustor to exercise any such option or right would cause a Default or an Event of Default, Beneficiary may exercise the option or right as Trustor's agent and attorney-in-fact pursuant to this Deed of Trust, or in Beneficiary's own name or in the name of and on behalf of a nominee of Beneficiary, as Beneficiary elects in its sole and absolute discretion.

(h) If there shall have occurred and be continuing a Default or an Event of Default or if a surrender of the Lease would cause a Default or an Event of Default, no surrender (except a surrender upon the expiration of the term of the Lease or upon the termination by the Landlord thereunder pursuant to the provisions thereof) by Trustor, as lessee under the Lease, to the Landlord under the Lease, or any portion thereof or of any interest therein, shall be valid or effective, and neither the Lease nor the terms thereof may be amended, modified, changed, surrendered or canceled, or subordinated to any fee mortgage, to any lease, or to any other interest, either orally or in writing, without the prior written consent of Beneficiary so long as this Deed of Trust is in effect.

(i) Trustor shall, promptly after the execution and delivery of this Deed of Trust or of any instrument or agreement supplemental thereto, notify the Landlord under the Lease in writing of the execution and delivery thereof and deliver to the Landlord a copy of such Deed of Trust, instrument or agreement, as the case may be.

(j) Trustor hereby warrants that the Lease is in all respects valid and subsisting; that it is not in default under any of its terms or provisions; that no controversies exist involving any claim of default; that it owns the entire lessee's interest under the Lease; and that it has the right to execute this Deed of Trust.

### 3.17 Effect of Bankruptcy on Lease.

(a) In the event of the termination, rejection, or disaffirmance by the Landlord under the Lease pursuant to any section or chapter of the Bankruptcy Code or any similar law (each such law being referred to herein as a "Bankruptcy Law" and all such laws being collectively referred to herein as "Bankruptcy Law")

"Laws"), Trustor hereby agrees to make or refrain from making any election available to lessees under any Bankruptcy Law (including, without limitation, the election available pursuant to Section 365(h) of the Bankruptcy code) only after notice to and the consent of Beneficiary, which consent shall not be unreasonably withheld. Any such election, if made by Trustor without the prior written consent of Beneficiary, shall be void and of no force or effect.

(b) In the event there is a termination, rejection, or disaffirmance by the Landlord under the Lease as described in subparagraph (a) above and Beneficiary consents to Trustor's remaining in possession under any legal right Trustor may have to occupy the Property, then (i) Trustor shall remain in such possession and shall perform all acts necessary for Trustor to retain its right to remain in such possession, whether such acts are required under the then existing terms and provisions of the Lease or otherwise, and (ii) all of the terms and provisions of this Deed of Trust and the Lien created hereby shall remain in full force and effect and shall be extended automatically to such possession, occupancy, and interest of the Trustor, to all rights of Trustor to such possession, occupancy, and interest, and to all of Trustor's rights and remedies against the Landlord under the Bankruptcy Laws.

(c) In the event that there is a termination, rejection or disaffirmance by the Landlord under the Lease as described in subparagraph (a) above and Beneficiary consents to Trustor's agreement to such rejection, Trustor hereby irrevocably assigns to Beneficiary all of Trustor's rights to damages arising from such rejection, as security for the Secured Obligations. At Beneficiary's election, Beneficiary and Trustor shall proceed jointly or in the name of Trustor in respect of any claim or proceeding relating to the rejection of the Lease, including without limitation the right to file and prosecute any proofs of claim, complaints, motions and other documents in any case in respect of the Landlord under the Bankruptcy code. Any amounts received by Beneficiary or Trustor as damages arising from the rejection of the Lease as aforesaid shall be applied first to all costs reasonably incurred by Beneficiary (including attorneys' fees) in connection with this subsection (c) and then in accordance with the other applicable provisions of this Deed of Trust and the Financing Agreement.

**ARTICLE IV  
ENVIRONMENTAL MATTERS**

4.1 Representations and Warranties. Trustor hereby represents and warrants that, as of the date hereof:

(a) Except (i) as disclosed to Beneficiary in writing or (ii) where the failure to so comply would not have a

material adverse effect on Trustor, (A) neither Trustor nor, to the best of Trustor's knowledge, any previous occupant or user of the Property, has engaged in or permitted any operations or activities upon, or any use or occupancy of the Property, or any portion thereof, for the purpose of or in any way involving the generation, storage or disposal of any Hazardous Materials (as defined in the Financing Agreement) (whether legal or illegal, accidental or intentional) on, under, in or about the Property (except in compliance in all material respects with Environmental Laws), or transported any Hazardous Materials to, from or across the Property (except in compliance in all material respects with Environmental Laws), and (B) no Hazardous Materials are presently located on, under, in or about the Property (except in compliance in all material respects with Environmental Laws).

(b) Except (i) as disclosed to Beneficiary in writing or (ii) where the failure to so comply would not have a material adverse effect on Trustor, the Property, the existing uses and activities thereon and, to the best of Trustor's knowledge after reasonable due diligence (which shall not include the hiring of environmental consultants or engineers unless in the reasonable judgment of Trustor such persons should be retained to inspect the Property or investigate any condition on the Property), the prior uses and activities thereon by or on behalf of Trustor, comply and have at all times complied in all material respects with all Environmental Laws (as defined in the Financing Agreement).

(c) Except (i) as disclosed to Beneficiary in writing or (ii) where the failure to so comply would not have a material adverse effect on Trustor, Trustor has obtained all permits, licenses and other authorizations which are required under all Environmental Laws relating to the generation, storage or disposal of Hazardous Material in, on or about the Property. Trustor is in compliance in all material respects with all terms and conditions of required permits, licenses and authorizations, and is also in compliance in all material respects with all other Environmental Laws.

(d) Except (i) as disclosed to Beneficiary in writing or (ii) where the failure to so comply would not have a material adverse effect on Trustor, neither Trustor nor, to the best of Trustor's knowledge, any prior owner, occupant or user of the Property has received notice or other communication concerning any alleged violation of Environmental Laws, or notice or other communication concerning alleged liability for any alleged breach of such Environmental Laws, and to the best of Trustor's knowledge, there exists no writ, order or judgment outstanding, nor any lawsuit, proceeding or investigation, pending or threatened, relating to the ownership, use, maintenance or operation of the Property or from alleged violation of any Environmental Laws, and there are no potential liabilities for cleanup costs pursuant to any Environmental Laws.

The above representations and warranties contained in this Section 4.1 shall survive the termination and release of this Deed of Trust and the discharge of Trustor's other obligations hereunder.

4.2 Environmental Covenants. Trustor shall at all times comply with the following requirements:

(a) Trustor shall not cause, permit or suffer any Hazardous Material to be generated upon, stored upon or disposed upon the Property or any portion thereof by Trustor or its agents, employees, contractors, or invitees, or any other party, except in compliance in all material respects with all Environmental Laws. (b) Trustor shall not cause permit a material violation of any Environmental Law upon, within or beneath the Property.

(c) Trustor shall not create or suffer to exist with respect to the Property or permit any of its agents to create or suffer to exist any environmental lien, security interest or other environmental charge or encumbrance of any kind.

(d) Trustor shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision to comply with any Environmental Law, which requirements or necessity arise from the presence upon, about or beneath the Property, of a Hazardous Material or a violation of any Environmental Laws.

(e) If Trustor shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Laws, then Trustor shall deliver to Beneficiary, within ten (10) days of the receipt of such notice or communication by Trustor, a written description of said violation, liability, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of Beneficiary to defend or otherwise respond to any such notification.

(f) TRUSTOR AGREES TO INDEMNIFY, REIMBURSE, DEFEND, EXONERATE, PAY AND HOLD HARMLESS BENEFICIARY, ITS SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, EXPERTS, LICENSEES, AFFILIATES, LESSEES, TRUSTEES, AND INVITEES, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, PENALTIES, EXPENSES, ACTIONS, SUITS, OBLIGATIONS, LIABILITIES AND LIENS ARISING FROM THE PRESENCE OF HAZARDOUS MATERIALS UPON, ABOUT OR BENEATH THE PROPERTY OR MIGRATING TO OR FROM THE PROPERTY, OR ARISING IN ANY MANNER WHATSOEVER OUT OF THE VIOLATION OF ANY ENVIRONMENTAL LAWS PERTAINING TO THE PROPERTY AND THE ACTIVITIES THEREON, WHETHER



FORESEEABLE OR UNFORESEEABLE, AND REGARDLESS OF WHEN SUCH LOSSES, CLAIMS, PENALTIES, EXPENSES, ACTIONS, SUITS, OBLIGATIONS, LIABILITIES OR LIENS OCCURRED.

**ARTICLE V  
ASSIGNMENT OF RENTS, ISSUES AND PROFITS**

5.1 Assignment of Rents. Trustor hereby presently and absolutely assigns and transfers to Beneficiary all the rents, issues and profits of the Property, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits; provided, however, that Trustor shall have a license to collect such rents, issues and profits (but not more than two months in advance unless the written approval of Beneficiary has first been obtained) prior to or at any time there is not an Event of Default (defined in Section 6.1 hereof). The assignment of the rents, issues and profits of the Property in this Article V is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Trustor to Beneficiary contingent only upon the occurrence of an Event of Default (defined in Section 6.1 hereof).

5.2 Collection upon Default. Upon the occurrence of an Event of Default (defined in Section 6.1 hereof), Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

**ARTICLE VI  
REMEDIES UPON DEFAULT**

6.1 Events of Default. The occurrence of any of the following events shall constitute an event of default ("Event of Default") hereunder:

(a) An Event of Default occurs under the Financing Agreement or any of the other Financing Documents; or

(b) Any representation or warranty contained herein shall be inaccurate or incomplete in any material respect on



the date when made; or

(c) Borrower shall fail to perform any covenant contained in this Deed of Trust (within any grace period provided for such performance); or

(d) Any event or circumstance occurs which gives the Lessor under the Lease a right to terminate the Lease, and Trustor fails to cure such event or circumstance within the greater of (i) fifteen (15) days after the giving of written notice by Lessor or Beneficiary, or (ii) any applicable cure period provided under the Lease or granted by Lessor in writing; provided, however, that, as set forth in Section 3.16(b) hereof, Beneficiary may take such actions which it deems necessary to prevent the termination of the Lease prior to the expiration of any such periods.

6.2 Acceleration Upon Default, Additional Remedies. In the event of an Event of Default, Beneficiary may, at its option, declare all indebtedness secured hereby to be due and payable without any presentment, demand, protest or further notice of any kind, and the same shall thereupon become due and payable; and whether or not Beneficiary exercises said option, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Financing Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Exercise any or all of the remedies available to a secured party under the applicable provisions of the Uniform Commercial Code.

(d) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Property is located.

(e) Seek a judgment that Trustor has breached its

covenants, representations and/or warranties set forth in this Deed of Trust regarding Environmental Laws and/or Hazardous Materials, by commencing, maintaining and concluding, and enforcing a judgment arising from, an action for breach of contract pursuant to California Code Civil Procedure ("CCP") Section 736 (or to the extent that the law of another state applies to this Deed of Trust, pursuant to any applicable comparable provisions of the law of such state), including without limitation all damages, costs and expenses specified in CCP Section 736(b) (or to the extent that the law of another state applies to this Deed of Trust, pursuant to any applicable provisions of the law of such state), it being conclusively presumed between Trustor and Beneficiary that any costs advanced or expenses incurred by Beneficiary relating to the cleanup, remediation or other response action with respect to the Property were made or incurred by Beneficiary in good faith. TRUSTOR ACKNOWLEDGES AND AGREES THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXPRESS OR IMPLIED, IN THIS DEED OF TRUST OR IN ANY OF THE FINANCING DOCUMENTS (INCLUDING WITHOUT LIMITATION ANY NONRECOURSE OR EXCULPATORY LANGUAGE), TRUSTOR SHALL BE PERSONALLY LIABLE FOR ANY RECOVERY DESCRIBED IN THIS PARAGRAPH AND SUCH LIABILITY SHALL NOT BE LIMITED TO THE AMOUNT OF THE INDEBTEDNESS SECURED HEREBY AND ANY SUCH ACTION TO SEEK SUCH RECOVERY SHALL SURVIVE AND SHALL BE UNAFFECTED AND UNIMPAIRED BY THE RECONVEYANCE OF THE LIEN OF THIS DEED OF TRUST, OR ANY TRUSTEE'S SALE OR JUDICIAL FORECLOSURE HEREUNDER OR DEED IN LIEU THEREOF;

(f) Exercise all other rights and remedies permitted to be exercised by a beneficiary of a deed of trust or a secured party or both under the Financing Documents or pursuant to applicable law and equity.

6.3 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and

performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Financing Document, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Financing Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

MISCELLANEOUS  
ARTICLE VII

7.1 Governing Law; Severability. This Deed of Trust shall be governed by the laws of California as to all matters other than (a) those matters relating to the enforcement or exercise of any and all remedies of Beneficiary hereunder, which shall be governed by the laws of the State of Nevada, and (b) matters which, under applicable conflict of law principles, require the application of laws of a state other than California. In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable.

7.2 Amendments. This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

7.3 Trustor Waiver of Rights. Trustor hereby waives, to the fullest extent permitted by law, the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the property, and (ii) any extension of the time for the enforcement of the collection of the

Notes or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. Trustor also waives, to the extent permitted by law, rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created.

7.4 Reconveyance by Trustee. Upon written request of Trustor stating that all sums secured hereby have been paid, and upon surrender by Beneficiary of this Deed of Trust and the Notes to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the Person legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

7.5 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing, shall be sent or otherwise communicated to the addressee at its address indicated in the first page hereof, and shall be deemed to have been duly given or made (a) when delivered by hand, (b) the following Business Day when sent by overnight delivery service by courier, or when transmitted by facsimile after 4:00 p.m. on any Business Day, or (c) the third (3rd) Business Day after the day when mailed by certified mail, or (d) on 4:00 p.m. the same day, when transmitted on a Business Day by facsimile (and confirmation of transmission having been printed by sender's facsimile machine) before 4:00 p.m. on any Business Day. A copy of any notice given by facsimile shall also be mailed, postage prepaid, to the addressee.

7.6 Successors and Assigns. Subject to Section 3.8 hereof, this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Notes, whether or not named as Beneficiary herein.

7.7 Security Interest in Personal Property. Pursuant to that certain Borrower Subsidiary Security Agreement dated as of September 15, 1993, Trustor has granted to Beneficiary a security interest in, *inter alia*, substantially all of its personal property now or hereafter affixed to or located on or at the Property.

7.8 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing in the official Records of the County Recorder of the county in which the Property



is located with respect to any and all fixtures included within the term "Property" as used herein and with respect to any personal property that may now be or hereafter become fixtures (each a "Fixture" and collectively the "Fixtures"). It is understood and agreed that, to protect Beneficiary against the effect of California Commercial Code Section 9313, as amended from time to time (or to the extent that the law of another state applies to this Deed of Trust, pursuant to any applicable comparable provisions of the law of such state), in the event that (a) any Fixture owned by Trustor on the Property, or any part thereof, is replaced or added to, or any new Fixture owned by Trustor is installed or substituted by Trustor, and in each case such Fixture (together with all Fixtures being replaced, added to, installed or substituted at or about the same time) has a cost or fair market value in excess of \$20,000 and such replacement, addition, installation or substitution is not in the ordinary course of business consistent with past practice, and (b) such Fixture is or may be subject to a security interest held by a seller or any other party:

(a) Trustor or any owner of all or any part of the Property shall, before the replacement, addition, installation, or substitution of any such Fixture give Beneficiary written notice that a security agreement with respect to such Fixture is proposed to be consummated and obtain the prior written approval of Beneficiary thereto, which notice shall contain the following information:

(i) a description of the Fixture to be replaced, added to, installed or substituted;

(ii) a recital of the address at which the Fixture will be replaced, added to, installed or substituted;

(iii) a statement of the name and address of the holder and the amount secured by the security interest; and

(iv) the date of the purchase of such Fixture.

Neither this subsection (a) nor any consent by Beneficiary pursuant to this subsection (a) shall constitute an agreement to subordinate any right of Beneficiary in Fixtures or other property covered by this Deed of Trust.

(b) In the event Trustor shall fail, beyond any applicable notice and grace periods, to make any payment or perform any covenant related to any security interest in favor of any Person other than Beneficiary, Beneficiary may, at its option, within five (5) days after notice to Trustor or if Beneficiary's



immediate action is reasonably necessary to protect the Lien hereof or its security for the indebtedness under the Financing Documents, at any time without prior notice to Trustor, pay the amount secured by such security interest, and the amount so paid shall be (i) secured by this Deed of Trust and shall be a Lien on the property enjoying the same priorities vis-a-vis the estates and interests encumbered hereby as this Deed of Trust, (ii) added to the amount of the indebtedness under the Financing Documents, and (iii) payable on demand with interest at the Post-Default Rate; and if Trustor shall fail to make such payment for ten (10) days after demand, the entire sum secured hereby shall, at the option of Beneficiary, become due and payable immediately, anything contained in this Deed of Trust or the other Financing Documents to the contrary notwithstanding; or Beneficiary shall have the privilege of acquiring by assignment from the holder of such security interest any and all contract rights, accounts receivable, chattel paper, negotiable or non-negotiable instruments and other evidence of Trustor's indebtedness secured by such fixtures, and, upon acquiring such interest by assignment, shall have the right to enforce the security interest as assignee thereof, in accordance with the terms and provisions of the California Uniform Commercial Code (or to the extent that the law of another state applies to this Deed of Trust, pursuant to any applicable comparable provisions of the Uniform Commercial Code as in effect in such State), as amended or supplemented, and in accordance with other law.

(c) Whether or not Beneficiary has paid or taken an assignment of such security interest, if at any time Trustor shall be in default for a period of ten (10) days under the security agreement covering the fixtures, such default shall be a material breach of Trustor's covenants under this Deed of Trust, and shall at the option of Beneficiary constitute an Event of Default under this Deed of Trust, and all amounts secured hereby shall, at the option of Beneficiary, become due and payable immediately.

(d) The provisions of subsections (b) and (c) of this Section 7.8 shall not apply if the goods which may become fixtures are of at least equivalent value and quality as any property being replaced and if the rights of the party holding such security interest have been expressly subordinated, at no cost to Beneficiary, to the Lien of this Deed of Trust in a manner satisfactory to Beneficiary.

7.9 Headings. Article and section headings are included in the Deed of Trust for the convenience of reference only and shall not be used in construing this Deed of Trust.

7.10 No Merger. If both the Landlord's and Trustor's estates under the Lease or any portion thereof which constitutes a part of the Property shall at any time become vested in one owner, this Deed of Trust and the Lien created hereby shall not be

7.13 WAIVER OF JURY TRIAL. NO PARTY TO THIS DEED OF TRUST OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS DEED OF TRUST, ANY RELATED AGREEMENT OR

7.12 Further Assurances. Trustor agrees to do or cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, powers and instruments, as Beneficiary or Trustee may reasonably require or deem advisable to correct any defect, error or omission in this Deed of Trust or the execution or acknowledgment of this Deed of Trust, to subject to the Lien of this Deed of Trust any of Trustor's properties covered or intended to be covered hereby, to perfect and maintain such Lien, to keep valid and effective the charges and Lien hereof, to carry into effect the purposes of this Deed of Trust or to better assure and confirm to Beneficiary or Trustee their respective rights, powers and remedies hereunder.

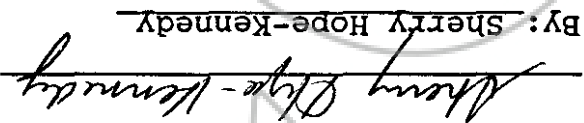
7.11 Appointment of Successor Trustee. Trustee or any successor acting hereunder may resign and thereupon be discharged of the trusts hereunder upon thirty (30) days' written notice to Beneficiary. Regardless of whether such resignation occurs, Beneficiary may, from time to time, substitute a successor or successors to any Trustee named herein or acting hereunder in accordance with any statutory procedure for such substitution; or it Beneficiary, in its sole discretion, so elects, Beneficiary may substitute such successor or successors by recording in the office of the recorder of the county or counties where the property is situated, an instrument executed by Beneficiary, and containing the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee, which instrument shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers and duties hereunder.

destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the Lien created by this Deed of Trust on the Property pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

INSTRUMENT, ANY OTHER COLLATERAL FOR THE INDEBTEDNESS SECURED HEREBY OR THE DEALINGS OR THE RELATIONSHIPS BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN DULY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, Trustor has duly executed this Deed of Trust as of the date and year first above written.

"TRUSTOR": Nevada 2 Cellular Corporation

  
By: Sherry Hope-Kennedy

Title: Assistant Secretary

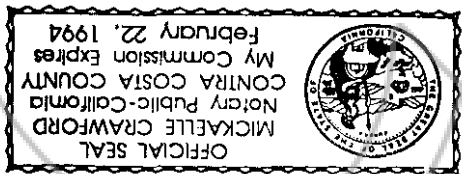
ALL-PURPOSE ACKNOWLEDGEMENT

State of California )  
County of Solano )  
)

On September 10, 1993 before me Sherry Hope-Kennedy,  
personally appeared and personally known to me to be the person(s)  
whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

*Sherry Hope-Kennedy*  
\_\_\_\_\_  
Signature of Notary



Capacity Claimed by Signer: Signer is Representing: (Name of Person(s) or Entity(ies))

Individual(s) Corporate Officer(s) XXX Nevada 2 Cellular Corporation

Title Assistant Secretary Title

Partner(s) Attorney-in-Fact Trustee(s) Subscribing Witness Guardian/conservator Other

This Certificate Must be Attached to the Document Described Below:

Title or Type of Document Leasehold Deed of Trust

Number of Pages 91 + Exhibits

Date of Document September 10, 1993

Signer(s) Other Than Named Above None

LEGAL DESCRIPTION

A portion of Section 2, Township 33 North, Range 58 East, MDB&M, in Elko County, State of Nevada, described as follows:

Beginning at the Northeast corner of Section 1, Township 33 North, Range 58 East, MDB&M said corner being a standard brass cap monument set by the U.S. General Land Office in 1917; thence South 82.37'36" West, 8174.32 feet to the true point of beginning; thence South 0.07'44" East, 208.71 feet to a point which bears North 38.02'02" West 13,057.03 feet more or less from the Southwest corner of Section 7, Township 33 North, Range 59 East, MDB&M, said corner being a standard brass cap monument set by the U.S. General Land Office in 1917; thence South 89.52'16" West, 208.71 feet; thence North 0.07'44" West 208.71 feet; thence North 89.52'16" East 208.71 feet to the true point of beginning containing 1.000 Acre, *lt*

together with an easement described as follows:

An easement for a perpetual right-of-way over and across the adjoining property owned by grantors (for the purpose of this paragraph only, said grantors shall mean Loyd Sorensen and Alta H. Sorensen, as husband and wife, identified as "grantors" in an instrument entitled "Deed", recorded in Book 35, Pages 613-616 in the Official Records of Elko County, Nevada), which easement shall be forty (40) feet in width from the easterly boundary of the property conveyed by this deed and running in an easterly direction for approximately .005 miles to the existing county road, all in Section 2, Township 33 North,

Page 1 of Exhibit "A"

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01/09/91  
LAWOFFICE, NV

Exhibit A

BOOK 252 PAGE 179

BOOK 745 PAGE 493



Range 58 East MDB&M, in Elko County, State of Nevada, all or any part of which may be used by grantee, its successors and assigns for road purposes and paralleling said easement at a safe distance or, in the discretion of grantee, within the bounds of said easement, the right thereof to construct, use, maintain, repair, replace, and/or remove such lines of wire, together with the necessary poles, guys and anchors, cross-arms, wires and other fixtures and appurtenances for the conveyances of electric energy, with further right to construct, repair and maintain, cut and fill the slopes adjacent to said road in order to construct and/or maintain and repair said road.

BOOK 745 PART 494

302684

BOOK 252 PAGE 180

Page 2 of Exhibit "A"

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01/09/91  
LAWOFFICE, NV

RECORDED BK 715 PG 190  
JERRY D. REYNOLDS  
ELKO CO. RECORDER

302684 FILE # 900  
FEE \$900  
FILED FOR RECORD AT REQUEST OF Frontier Title Co.  
91 FEB -5 P2:15  
INDEXED

THIS LEASE AGREEMENT (the "Lease") is made as of this 6 day of August, 1992, by and between Nevada 2 Cellular Corp., a Delaware corporation, (hereinafter referred to as "LESSEE"), and Prime Communications Sites, a Nevada Corporation, (hereinafter referred to as "LANDLORD").

#### RECITALS

WHEREAS, LANDLORD is the owner of the property located south of Elko, Nevada, (the "Property"), a copy of the deed to which is attached hereto as Exhibit A;

WHEREAS, LESSEE desires to lease space at the Property for purposes of operation of a communications facility including installation of tower, microwave facilities and cellular antennas;

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties set forth herein, including specified monetary consideration, it is agreed as follows:

1. **Leased Premises.** Landlord hereby leases to LESSEE and LESSEE leases from Landlord space at the Property (collectively the "Premises") required to house, place and fully contain cellular communications and microwave equipment in Landlord's existing building, and tower space on which LESSEE may install and all associated antenna(s) utilized in the operation of LESSEE's cellular communications operations. The Premises shall be as depicted on Exhibit B attached hereto and incorporated herein by this reference. LESSEE's equipment shall initially consist of three microwave repeaters and one rectifier, consisting of four (4) equipment racks, requiring front and rear access. All equipment, and any future equipment up to seven equipment racks, shall be installed in existing building and will connect with existing AC electrical power and emergency electrical supply. LESSEE may install additional equipment racks at any time at its election. LESSEE may mount microwave antennas on existing tower. Landlord shall remove existing dishes from tower, and move existing NEC microwave equipment within building, at its sole cost. LESSEE's use and occupancy of the Premises shall be nonexclusive.

2. **Lease Term.** This Lease shall be for a term of sixty (60) months, commencing August 1, 1992, and ending July 31, 1997, at 11:59 p.m. (the "Lease Period"). LESSEE shall have the right to extend the Lease for three (3) additional sixty (60) month periods. Exercise of this right shall be by written notice to LANDLORD delivered at least ninety (90) days prior to expiration of the Lease Period and each subsequent extension period.

3. **Rent.** Rental hereunder shall be at the rate of \$100.00 per month, per equipment rack, which sum shall be paid in advance on the first (1st) day of each month (and shall be prorated on the basis of a thirty (30) day month for any partial month at the commencement, expiration or termination of this Agreement). The initial installation shall consist of four (4) equipment racks and associated antennas, for a monthly cost of \$400.00. Commencing with the first renewal of this Lease and every renewal thereafter, the monthly rent shall be increased by 25%.

4. **Utilities.** LESSEE shall be responsible for the installation, maintenance and payment for electrical power for its equipment located on the Premises. If the electrical power is not separately metered, LESSEE shall be billed monthly for electrical consumption based upon the equipment manufacturer's data for electrical consumption, based on twenty-four (24) hour operation. At LESSEE's election, and at LESSEE's expense, the electrical service for the equipment may be separately metered at any time during the term of this Agreement. LESSEE acknowledges that the Premises are in good repair and condition and agrees to maintain the Premises in good repair and condition during the term of this Agreement, and to return the Premises to Landlord upon termination of this Agreement in the same condition they were in when LESSEE took possession thereof, fair wear and tear excepted. LESSEE may remove existing dishes from tower, and move existing NEC microwave equipment within building, at its sole cost. Landlord shall in all other respects be responsible for maintaining the tower in good repair and condition.

5. **Ingress and Egress.** Landlord grants to LESSEE, its agents, employees, contractors and subcontractors the right of ingress and egress over and upon the Property to the extent reasonably convenient or necessary to permit installation, operation, maintenance, repair and removal of LESSEE's equipment, including the right to run conduit and wiring to the Premises, the tower and the equipment building.

6. **Lessee's Insurance.** LESSEE shall maintain liability insurance coverage in the amount of one million dollars (\$1,000,000), naming Landlord as additional insured, insuring against injury to persons or property as a result of the negligence of LESSEE, its agents, employees, contractors, subcontractors or invitees in Lessee's use or occupation of the Premises. Notwithstanding anything to the contrary in this lease LESSEE hereby waives any and all right of recovery which it might otherwise have against Landlord, their agents, employees, contractors, subcontractors or invitees for any loss, injury, or damage to the extent the same is

1

Exhibit B

BOOK 252 PAGE | 81

covered by LESSOR'S insurance, notwithstanding that such loss, injury, or damage may result from the negligence or fault of Landlord, their agents, employees, independent contractors or invitees.

7. Landlord's Insurance. Landlord hereby waives any and all rights of recovery which it might otherwise have against LESSOR, its parent, subsidiaries or affiliates, or their directors, officers, servants, agents, contractors, subcontractors or employees, for any loss, injury, or damage to the extent the same is covered by LANDLORD'S insurance, notwithstanding that such loss, injury, or damage may result from the negligence or fault of LESSOR, its parent, subsidiaries or affiliates, or its or their directors, officers, agents, employees, contractors, subcontractors or invitees.

8. Termination of Lease. This Lease may be terminated, without any penalty or further liability, on thirty (30) days' notice as follows:

a. By either party upon a default of any covenant or term hereof by the other which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof);

b. If LESSOR is unable to obtain or maintain or elects to sell or transfer the licenses, permits or other approvals necessary for the construction and/or operation of the cellular communications system or the facilities on the Premises;

c. By LESSOR if the Premises are not suitable for use as a transmitting site or hereafter become unacceptable within LESSOR's design or engineering specifications or business plans for its cellular communications and microwave equipment or the communications system to which the equipment so belongs;

Upon the termination or expiration of this Lease for any reason, LESSOR (or its assigns) may enter the Premises and remove LESSOR's personal property and equipment with no further liability to Landlord, and Landlord shall refund to LESSOR any rental payments prepaid to Landlord by LESSOR.

9. Destruction of Premises. If the Premises or LESSOR's improvements thereon are partially or totally destroyed or damaged, LESSOR shall have the right, in addition to its other rights and remedies, to terminate this Lease as of the date of the damage or destruction by notice given to Landlord in writing not more than forty-five (45) days following the date of damage or destruction. In such event, all rights and obligations of the parties shall cease as of the date that LESSOR removes all of its equipment (or any debts resulting from destruction of the equipment), and the monthly rental payments shall cease effective as of such date, and any rental payments prepaid to Landlord by LESSOR shall be refunded to LESSOR.

10. Property Taxes. In the event that any personal property taxes are assessed to Landlord and attributed to the equipment placed in the Premises by LESSOR, or if any real property taxes are assessed to the Landlord and attributed to improvements on the Premises by LESSOR, or if any real property taxes are assessed to LESSOR, LESSOR shall pay the part of said taxes attributable to its equipment or improvements. Landlord shall be responsible for, and agree to pay, as they become due and payable and before they become delinquent, all other general and special taxes, and all general assessments and governmental charges which may be lawfully levied upon or against the Premises or the Property.

11. Assignment and Subletting. LESSOR may, without the consent of Landlord, assign this Lease or sublet the Premises to any person or entity with (a) an ownership interest in LESSOR, any affiliate of such person or entity, (b) any person or entity that acquires LESSOR's business, (c) any other party holding the permit for operation of a cellular transmission and communications system in the county in which the Property is located, or any affiliate thereof or (d) Mortgagees of as defined in Section 12 below.

12. Mortgage of Lessor's Property. LESSOR may, without the consent of Landlord, mortgage or grant a security interest in this Lease and any of LESSOR's property on the Premises (including, but not limited to, the inventory listed on Exhibit C) to any lender of LESSOR or LESSOR's business or property (hereafter "Mortgagee" or "Mortgages"). Landlord agrees that LESSOR's personal property notwithstanding the manner or mode of its attachment to the Premises. Said property shall not become fixtures and may be removed from the Premises at any time by LESSOR. Landlord agrees to execute and deliver such further documents to LESSOR and/or its Mortgagees as may be required by LESSOR's Mortgagees to protect the interests of said Mortgagees. Landlord shall refrain from taking any action which would be adverse to the interests of LESSOR's Mortgagees.

13. Landlord's Representations. Landlord covenants, warrants, and represents to LESSOR that:

a. Landlord owns the Premises and the Property in fee simple, subject to no encumbrances, liens, restrictions, ground leases, overleases, mortgages, deeds of trust or easements, except as are expressly disclosed in Exhibit E attached hereto;

b. Landlord, and no other person, has full and complete authority to execute this Agreement, without the joinder or approval of any other person;

c. Landlord (if a corporation, limited partnership or general partnership) is duly established and organized in accordance with the laws of the state of organization or Landlord and is licensed to do business in the state in which the Property is located;

d. LESSOR's contemplated use of the Premises is not prohibited by or in violation of any zoning

Revision 2.1

or other municipal laws, ordinances, rules or regulations, or any restrictions contained in any deed, lease, or other instrument relating to the Premises or Property.  
c. LESSOR may peacefully and quietly hold, occupy and enjoy the Premises, the Property, and the appurtenances thereto throughout the term of this Lease, without hindrance, interference, ejection or molestation by any person, and Landlord shall do all things necessary to defend such right of LESSOR.  
f. Landlord has had no dealings with any broker or agent in connection with this Lease, and Landlord agrees to defend, indemnify and hold LESSOR harmless from and against any and all costs, expense or liability for any damages (including attorneys' fees and expenses), compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof, arising out of the conduct or conversations of Landlord, or third parties for whom Landlord may be legally responsible.  
g. All improvements on the Premises, including but not limited to the equipment building and/or tower have been constructed and maintained in conformance with all applicable laws, rules, regulations, and ordinances of the Federal Communications Commission, Federal Aviation Administration, Occupational Safety and Health Administration, the State of Nevada and any political subdivision thereof in which the Premises is located and the improvements presently meet and will in the future comply with all applicable federal and state health and safety regulations and notice requirements.

14. **Escrow Letter.** Landlord agrees that, within thirty (30) days of LESSOR's written request from time to time, Landlord will provide to LESSOR, at no cost to Landlord, an escrow letter certifying to the best of Landlord's knowledge, whether this Lease is in full force and effect, whether this Lease has been amended or modified, the amount of annual rent paid by LESSOR and the date to which rents have been paid.  
15. **Dispute Resolution.** Any disputes relating to or in connection with this Lease, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association then pertaining. The cost and expenses of arbitration, including arbitrator's fees, shall be split evenly between the parties; provided, however, that each party shall bear all costs and expenses incurred in preparation and presentation of its case, including, but not limited to, its attorneys' fees, unless otherwise provided herein.  
16. **Notice and Payments.** All notices and payments required under the terms of this Agreement shall be sent to the parties at the addresses set forth below:

LESSOR:  
Nevada 2 Cellular Corp.  
c/o GenCell Management, Inc.  
1891 Woolmer Avenue  
Fairfield, CA 94533  
Attn: President

Landlord:  
Prime Communications Sites  
5400 Julian St.  
Los Angeles, CA 90040  
(213) 726-7652

Any notice shall be deemed given and received seven-two (72) hours after deposit into the United States mail, certified or registered, return receipt requested, addressed to the foregoing address, or to such other address as a party may specify by written notice delivered as herein provided.  
17. **Recording.** At the request of either party, the parties shall execute a written memorandum of this Lease, which shall be recorded as appropriate under the recording laws of the county and state in which the Property is located. At the expiration or termination of this Agreement, LESSOR shall promptly execute a quitclaim of any interest in the Property, in recordable form, and deliver the same to Landlord.

18. **Entire Agreement.** This Lease constitutes the entire agreement between the parties governing the matters addressed herein. This Lease shall supersede and replace all prior agreements or representations, whether verbal or written, between the parties concerning the subject matter hereof.

19. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

20. **Severability.** The invalidity of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease.

21. **No Waiver of Remedies.** Any failure by either Landlord or LESSOR to enforce any of the provisions of this Lease upon any default, breach, or cause shall not be deemed a waiver of any of Landlord or LESSOR's rights or remedies with respect to any subsequent default, breach, or cause.

22. **Mutuality of Performance.** The covenants of LESSOR, and their performance, shall be dependent upon the covenants of Landlord, and their performance, anything to the contrary in applicable law notwithstanding.

Revision 21

-3-

23. Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon Landlord, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

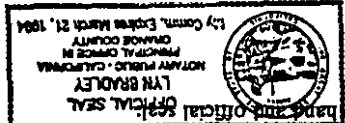
Prime Communications Sits

By: [Signature]  
Charles Crawford  
President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this 6th day of August, 1992, before me, Lvn Bradley, Notary Public, personally appeared Charles Crawford, personally known to me to be the person who executed the within instrument, and acknowledged that she executed it.



LESSOR:

By: [Signature]  
Nevada Cellular Corp.

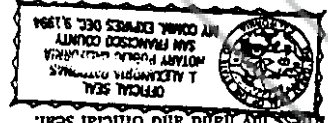
Bob Stapleton

President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this 2nd day of September, 1992, before me, [Signature] Notary Public, personally appeared [Signature], personally known to me to be the person who executed the within instrument, and acknowledged that she executed it.



[Signature]  
Notary Public, State of California  
My Commission Expires: 12/31/94

Revision 2.1

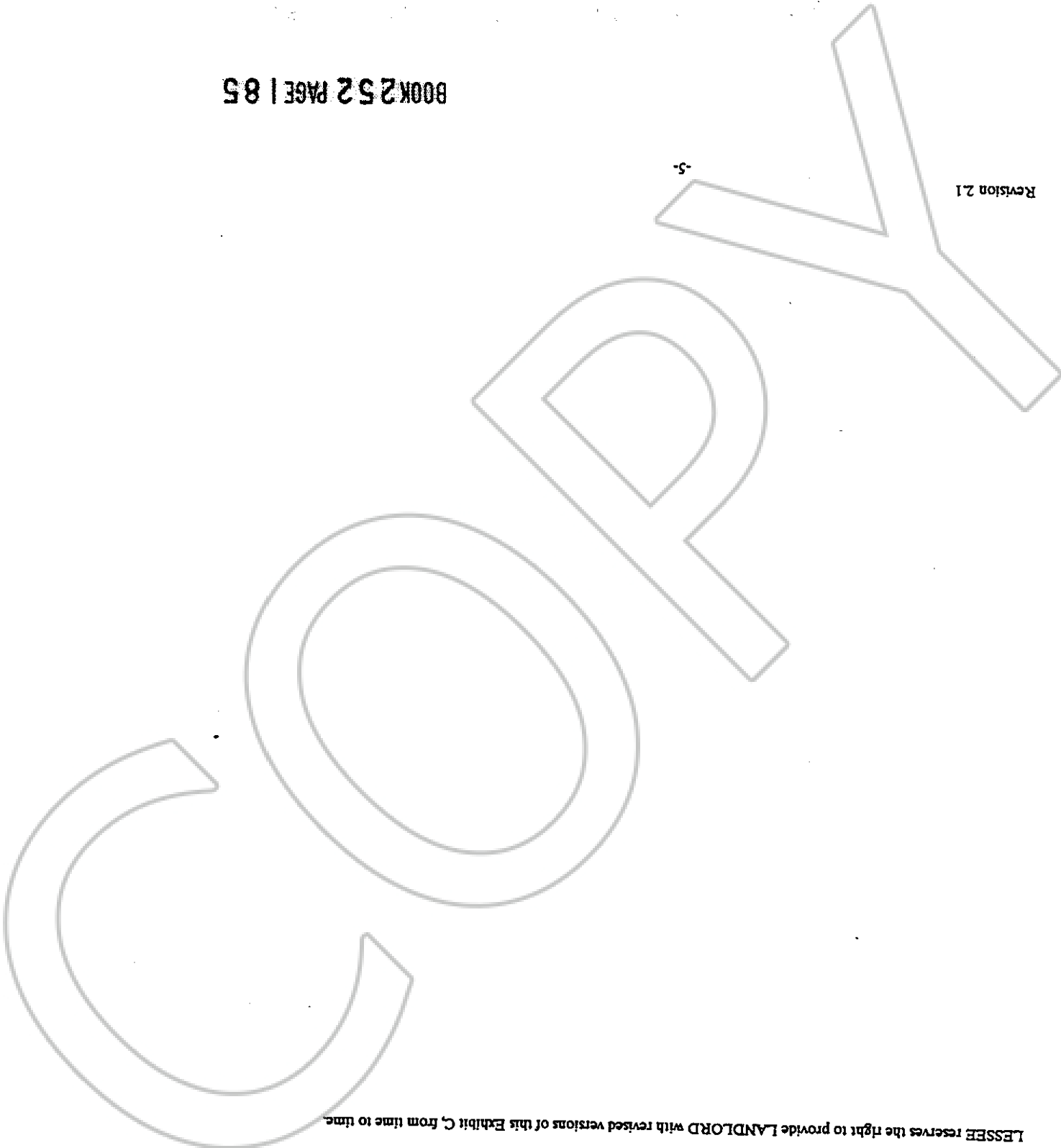


**REQUIRED EXHIBITS**

- Exhibit A - Landlord's Deed to Property
- Exhibit B - Survey or Diagram of Premises
- Exhibit C - List of Lessee's Chattels

And any and all additions, replacements, upgrades, and substitutions of the foregoing items, wherever located, together with all attachments, components, parts, equipment and accessories, and improvements installed thereon or affixed thereto.

LESSEE reserves the right to provide LANDLORD with revised versions of this Exhibit C, from time to time.



Revision 2.1

-5-

Cellular Equipment:

3 (three) Microwave Equipment Racks

1 (one) Rectifier Rack

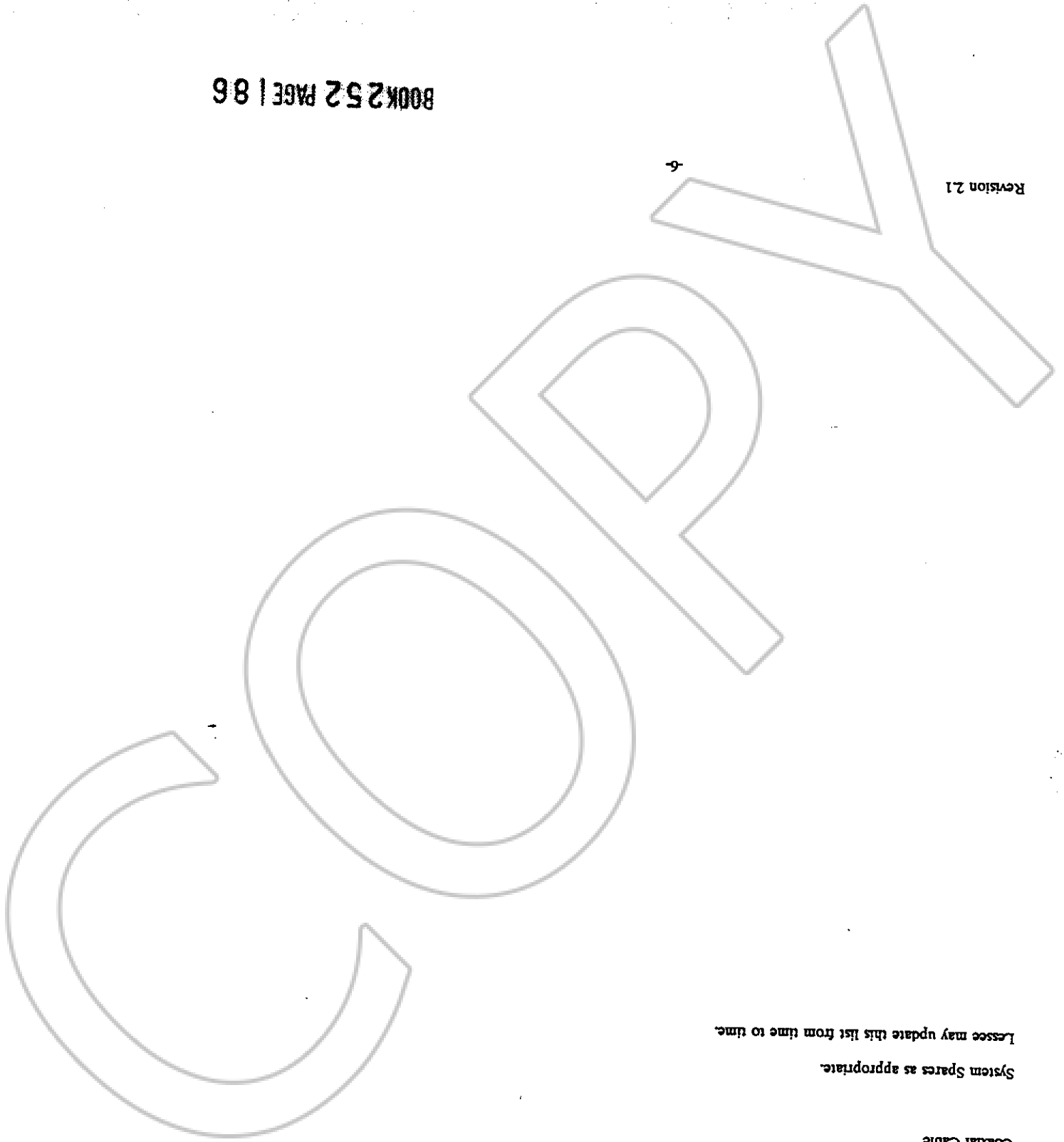
Outside Antenna Equipment

Microwave Dish(es)

Coaxial Cable

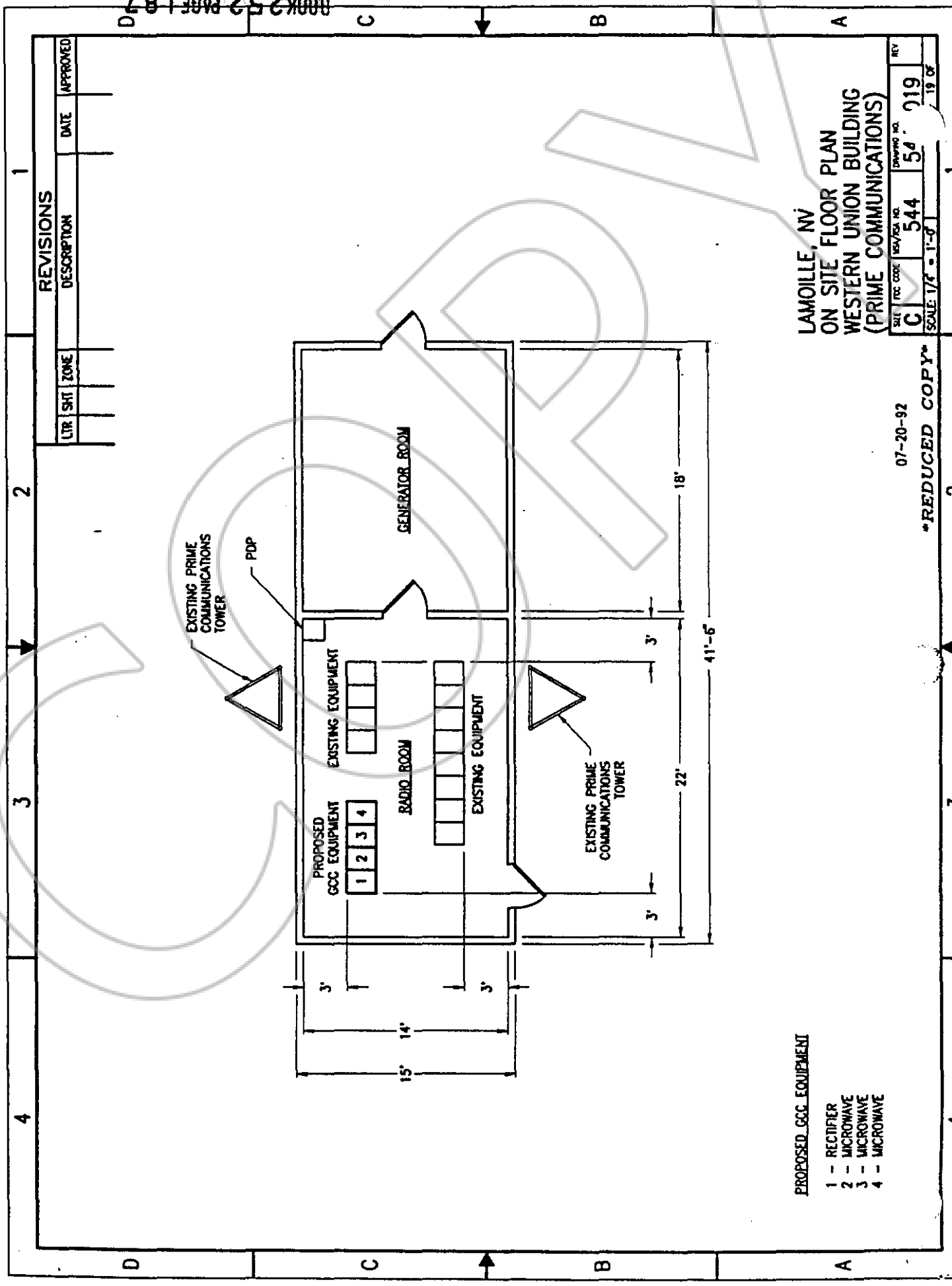
System Spares as appropriate.

Lessee may update this list from time to time.



Revision 2.1

6



REVISIONS		
LTR	SHT	ZONE

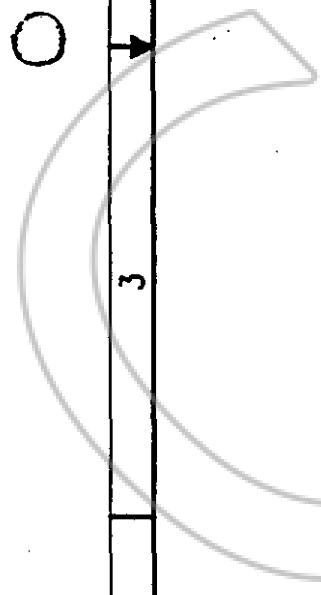
DESCRIPTION	DATE	APPROVED

LAMOILLE, NV  
 ON SITE FLOOR PLAN  
 WESTERN UNION BUILDING  
 (PRIME COMMUNICATIONS)

SITE	FCC CODE	NSA/FCSA NO.	DRAWING NO.	REV.
C		544	5d	019
SCALE: 1/4" = 1'-0"				19 OF

07-20-92  
 \*REDUCED COPY\*

- PROPOSED\_GCC\_EQUIPMENT
- 1 - RECTIFIER
  - 2 - MICROWAVE
  - 3 - MICROWAVE
  - 4 - MICROWAVE



1100\TXP0065  
01/09/91  
Lamotte, NY

BOOK 252 PAGE 188  
BOOK 745 PAGE 490

See Exhibit "A" attached hereto and incorporated herein by this reference.  
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining and the reversion and reversions, remainder or remainders, rents, issues and profits thereof.

described as follows:

That the grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and other good and valuable consideration to it in hand paid by the grantee, receipt of which is hereby acknowledged, does by these presents grant, bargain and sell to the grantee, and to its successors and assigns forever, certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada,

W I L N E S S E T H :

THIS INDENTURE, made this 1/14 day of January, 1991, by and between MICRONET, INC., a Delaware corporation, grantor, and THE ULTAMAX GROUP, a California corporation, grantee.

GRANT, BARGAIN AND SALE DEED

Name: Commonwealth Land Title Ins. Co. The Ultagrad Group  
Street Address: 8 Penn Center  
City & State: Phila, PA  
Zip code: 19103  
SACR Title Co. ST  
Los Angeles, CA 90008

GRANTEE'S ADDRESS:

WHEN RECORDED MAIL TO:

42280-7

TO HAVE AND TO HOLD all and singular the premises,

together with the appurtenances, unto the said grantee and to its successors and assigns forever, upon the express condition that if the one-acre tract conveyed hereby shall be abandoned by

grantee for a period of three (3) years, said grantor (for the purpose of this paragraph only, said grantor shall mean Loyd

Sorensen and Alta H. Sorensen, as husband and wife and B. H.

Robinson and Fern L. Robinson, as husband and wife, identified as

"grantors" in an instrument entitled "Deed", recorded in Book 35,

Pages 613-616 in the Official Records of Elko County, Nevada),

its successors and assigns, may enter and terminate the estate

hereby transferred.

IN WITNESS WHEREOF, the grantor has executed this

conveyance the day and year first above written.

MICRONET, INC., a Delaware corporation

BY:

Name (Print): Carl Candelosi

Title: President

APN: 67-686-041-



11001TKP00065  
01/09/91  
Lanollis, NV



110017X00065  
01/09/91  
Lancaster, NY

3

QUESTIONS CONCERNING THIS INSTRUMENT  
PLEASE CONTACT  
M. CONNORS  
NOTARY PUBLIC

[ s e a l ]

*James M. Ballin*  
Notary Public



WITNESS my hand and official seal.

Notary Public in and for said State, personally appeared  
Carl Cangelosi personally known to me or proved to me on the  
basis of satisfactory evidence, to be the person who executed the  
within instrument, as the President of Micronet, Inc., a Delaware  
corporation, on behalf of such corporation.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF *Lancaster*

SS

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Section 2, Township 33 North, Range 58 East, MDB&M, in Elko County, State of Nevada, described as follows:

Beginning at the Northeast corner of Section 1, Township 33 North, Range 58 East, MDB&M said corner being a standard brass cap monument set by the U.S. General Land Office in 1917; thence South 82.37'36" West, 8174.32 feet to the true point of beginning; thence South 0.07'44" East, 208.71 feet to a point which bears North 38.02'02" West 13,057.03 feet more or less from the southwest corner of Section 7, Township 33 North, Range 59 East, MDB&M, said corner being a standard brass cap monument set by the U.S. General Land Office in 1917; thence South 89.52'16" West, 208.71 feet; thence North 0.07'44" West 208.71 feet; thence North 89.52'16" East 208.71 feet to the true point of beginning containing 1.000 Acre, *lf*

together with an easement described as follows:

An easement for a perpetual right-of-way over and

across the adjoining property owned by grantors (For the purpose of this paragraph only, said grantors shall mean Loyd Sorensen and Alta H. Sorensen, as husband and wife, identified as

"Grantors" in an instrument entitled "Deed", recorded in Book 35, Pages 613-616 in the Official Records of Elko County, Nevada),

which easement shall be forty (40) feet in width from the

easterly boundary of the property conveyed by this deed and

running in an easterly direction for approximately .005 miles to the existing county road, all in Section 2, Township 33 North,

1100\TRP00065  
01/09/91  
Lamolle, NV

Page 1 of Exhibit "A"

BOOK 252 PAGE 191

BOOK 745 PAGE 493

Range 58 East MDB&M, in Elko County, State of Nevada, all or any part of which may be used by grantee, its successors and assigns for road purposes and paralleling said easement at a safe distance or, in the discretion of grantee, within the bounds of said easement, the right thereof to construct, use, maintain, repair, replace, and/or remove such lines of wire, together with the necessary poles, guys and anchors, cross-arms, wires and other fixtures and appurtenances for the conveyances of electric energy, with further right to construct, repair and maintain, cut and fill the slopes adjacent to said road in order to construct and/or maintain and repair said road.

BOOK 745 PAGE 494

BOOK 252 PAGE 9-2 302684

Page 2 of Exhibit "A"

110017300065  
01/09/91  
LAWOFFICE, NV

145725

RECORDED BY JERRY D. REYNOLDS  
ELKO CO. RECORDER  
715 FEB 1990

EUREKA COUNTY, NEVADA  
M.N. REBALFEATHL. RECORDER  
FILE NO. FEE \$ 40.00

INDEXED

91 FEB -5 P2:15

93 SEP 15 P4:18

Frontier Title Co.

*Marguerite & Associates*

FILED FOR RECORD AT REQUEST OF

OFFICIAL RECORDS RECORDED AT THE REQUEST OF

302684 FILE # 900

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