

Site Lease with Option Agreement

THIS SITE LEASE WITH OPTION (this "Lease") is effective this ____ day of _____ 2001, between the City of Rapid City ("Landlord"), and WWC Holding Co., Inc. a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of Two Hundred Dollars (\$200) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described below, on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of 12 months, commencing on the date hereof and ending one (1) year thereafter (the "Option Period"). The Option Period may be extended by Tenant for an additional 12 months upon written notice to Landlord and payment of the sum of Two Hundred Dollars (\$200) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, perform surveys, soil tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension, Tenant may exercise the Option by notifying Landlord in writing, at Landlord's address in accordance with Section 12 herein.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant (the "Lease") the use of that certain portion of the Property sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities. The Premises is legally described as:

Tract "A" of Tract 1 of the W1/2 SW1/4 of Section 23, T1N, R7E, BHM,
Pennington County, South Dakota (as set out in Plat Book 11, Page 207 of the
Pennington County Register of Deeds.)

The Premises contains 6.90 Acres more or less and is located north of Golden Eagle Drive and adjacent to old Marine Life. At such time as the Tenant exercise its option under this agreement, the parties shall designate in writing the portion of the Premises sufficient for placement of the Antenna Facilities, which shall be then become a part of this lease as Exhibit A.

2. Term. The initial term of this Lease shall be five years commencing on the Exercise Date of the Option, (the "Commencement Date"), and terminating at Midnight on the last day of the initial term.

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair

or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations, and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, where required, to perform such procedures. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, Governmental Approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises.

4. Rent.

(a) Tenant shall pay Landlord, as Rent, One Thousand Two Hundred Fifty Dollars (\$1,250) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance on the fifth day of each month for the following month to Name of Landlord at Landlord's address specified in Section 12 below. For purposes of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month.

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

5. Renewal. Tenant shall have the right to extend this Lease for five additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be increased by ten percent (10%) of the rent paid over the preceding term.

This Lease shall automatically renew for each successive Renewal Term unless either party shall notify the other, in writing, of its intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term. If either party provides such notice, there must be good cause to support the non-renewal of this lease.

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

6. Interference. Subject to Tenant's right to use the Premises as set forth in Section 3, Tenant shall not otherwise use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with Tenant's use of the Premises or the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to (i) bring a court action to enjoin such interference or (ii) terminate this Lease immediately upon written notice. However, Landlord shall have the superior right to access the real property at all times for purposes of maintenance and repairs of the premises.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property, and facilities necessary to operate its system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall remove the Antenna Facilities within sixty (60) days upon termination of this Lease, weather permitting.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities including without limitation, the construction of a fence. However, Tenant shall provide Landlord with keys or other necessary means of access to the real property immediately upon completion.

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

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall install separate meters for utilities used on the Property.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant and Tenant's agents, employ or contractors, an easement ("Easement") for ingress, egress, and access (including access for the purposes described in Section 3) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of overhead or underground power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during

the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease. Tenant shall take reasonable care to avoid damage to the real property and shall promptly notify landlord and repair any damage that occurs as a result of Tenant's activities under this lease.

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

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

(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business. Tenant shall continue to pay rent until all Antenna Facilities are removed from the premises;

(d) upon ninety (90) days written notice by Tenant if the Property, Building or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. Tenant shall continue to pay rent until all Antenna Facilities are removed from the premises;

(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant;

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

9. Taxes. Tenant shall pay all taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities.

10. Insurance and Subrogation. Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

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

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

If to Tenant, to:

WWC License LLC
Attn: Leasing Administrator
3650 - 131st Avenue SE, #400
Bellevue, WA 98006
Phone: (425) 586-8700
Fax: (425) 586-8666

with a copy to:

WWC License LLC
Attn: Legal Department
3650 - 131st Avenue SE, #400
Bellevue, WA 98006
Phone: (425) 586-8700
Fax: (425) 586-8666

If to Landlord to:

Mayor's Office
City of Rapid City
300 Sixth Street
Rapid City SD, 57701
Phone: (605) 394-4110

with a copy to:

City Attorney's Office
City of Rapid City
300 Sixth Street
Rapid City SD, 57701
Phone: (605) 394-4140

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

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

14. Environmental Laws. Tenant represents, warrants, and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Landlord represents, warrants, and agrees that it has in the past and will in the future conduct its activities on the Property in

compliance with all applicable Environmental Laws and that to the best of landlord's knowledge, the Property is free of Hazardous Substances as defined in either the federal Resource Conservation and Recovery Act, 42 USC 6901, et seq., or the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as of the date of this Lease.

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

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

The indemnifications in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Such notice shall be give to Landlord within thirty (30) days of any assignment. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may not sublease the Premises, without written notice to Landlord, and such sublease must be subject to the provisions of this Lease.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises.

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

17. Miscellaneous.

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

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

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

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. Such Memorandum of Lease may be recorded in place of this Lease, by either party.

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

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

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

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

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

IN WITNESS WHEREOF: The City of Rapid City, South Dakota, its Council having duly approved this Site Lease with Option agreement, has caused this Site Lease with Option Agreement to be executed on its behalf by its Mayor, hereunto duly authorized, attested thereto by its Finance Officer, and has hereto attached its corporate seal this _____ day of _____, 2001.

THE CITY OF RAPID CITY, SOUTH DAKOTA

ATTEST:

By _____
JERRY MUNSON, MAYOR

Jim Preston, City Finance Officer

WWC Holding Co., Inc.

By _____

Its _____

State of South Dakota,)

) ss.

County of Pennington.)

ON THIS THE _____ DAY OF, _____, 2001, before me, the undersigned officer, personally appeared Jerry Munson, who acknowledged himself to be Mayor of the **CITY OF RAPID CITY**, a municipal corporation, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the **CITY OF RAPID CITY** by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Comm. Expires: _____

State of South Dakota,)

) ss.

County of Pennington.)

ON THIS THE _____ DAY OF, _____, 2001, before me, the undersigned officer, personally appeared James F. Preston, who acknowledged himself to be Finance Officer of the **CITY OF RAPID CITY**, a municipal corporation, and that he, as such Finance Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the **CITY OF RAPID CITY** by himself as Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public

My Comm. Expires:_____

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

On this _____ day of _____ 2001, before me personally appeared _____, known to me to be the _____ of WWC License LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that _____ was authorized to execute said instrument.

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

NOTARY PUBLIC in and for the State of

_____.
My commission expires _____.