

SECOND AMENDMENT TO SITE LEASE WITH OPTION

THIS SECOND AMENDMENT TO SITE LEASE WITH OPTION (this "Amendment") is made and entered into by and between Robert J. Boileau, III and Kimberly L. Boileau, husband and wife, as successors in interest to Allen P. Goodman ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company, as successor in interest to VoiceStream PCS II Corporation ("Tenant").

WHEREAS, Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Site Lease with Option dated February 18, 2004 (including all prior amendments and modifications thereof, the "Lease") with respect to Premises located at 17995 Sierra Way, Monument, Colorado, and both desire to amend the Lease as follows;

NOW, THEREFORE, for and in consideration of [REDACTED] and no Dollars ([REDACTED]) paid by Tenant to Landlord, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Exhibit B of the Lease is hereby amended by adding thereto the attached Exhibit B-1, which is incorporated herein by this reference. It is the intent of Landlord and Tenant that Exhibit B-1 more particularly describes certain utility Easements granted to Tenant by Landlord as contemplated in Lease Section 7(e).
2. All capitalized terms not otherwise defined herein shall have the same meanings ascribed to such terms in the Lease. In the event of any conflict or inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall govern and control. Except as modified by this Amendment, the Lease remains in full force and effect and is ratified and confirmed by Landlord and Tenant.
3. Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile West LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site # DN03490A

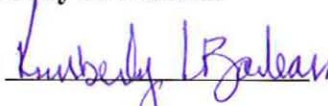
EXECUTED effective as of the date of execution by the last party to sign.

LANDLORD:

Robert J. Boileau, III

Kimberly L. Boileau

By: 

By: 

Date: 1-30-13

Date: 1-30-13

TENANT:

T-Mobile West LLC,
a Delaware limited liability company

By: 

Name: Scott W. DuBuke

Its: Director, Engineering and Operations

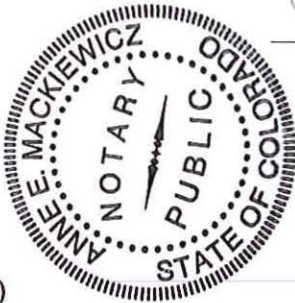
Date: 1/31/13

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30th day of January, 2013,
by Robert & Kimberly Boukhan.

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

My commission expires:
5/27/2015

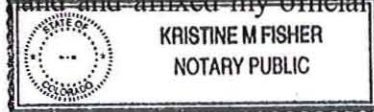


Anne E. Mackiewicz
NOTARY PUBLIC

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 31 day of January, 2013,
by Scott DuBuke.

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



MY COMMISSION EXPIRES FEBRUARY 2, 2016
NOTARY PUBLIC

My commission expires:
2/2/2016

LEGAL DESCRIPTION

5 FOOT UTILITY EASEMENT A

A 5 foot strip of land located in that parcel of land known as Tract 78 of Arrowwood Subdivision No.2 as recorded in Plat Book A2, Page 66 of the Public Records of El Paso County, situated in the East Half of Section 18, Township 11 South, Range 66 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, said 5 foot strip being 2.5 feet on both sides of the following described centerline:

For the purposes of this description the bearings are based on the northerly line of said Tract 78 of Arrowwood Subdivision No.2, assumed to bear North 74°49'17" East.

Commencing at the northeast corner said Tract 78 of Arrowwood Subdivision No.2

THENCE South 00°45'53" East along the easterly line of said Tract 78 of Arrowwood Subdivision No.2 a distance of 27.87 feet to the POINT OF BEGINNING;

THENCE North 40°31'58" West a distance of 16.68 feet;

THENCE South 74°47'49" West a distance of 141.05 feet to a point hereinafter known as Point A;

THENCE South 09°01'45" West a distance of 52.34 feet;

THENCE South 00°50'24" East a distance of 23.38 feet;

THENCE South 17°24'27" West a distance of 19.65 feet more or less to the northerly line of an existing building and the POINT OF TERMINUS.

The sidelines of said strip are to be lengthened or shortened to intersect northerly line of the existing building and the easterly line of said Lot 78, Arrowwood Subdivision No.2.

Containing 1255 Square Feet or 0.03 Acres, more or less.

5 FOOT UTILITY EASEMENT B

A 5 foot strip of land located in that parcel of land known as Tract 78 of Arrowwood Subdivision No.2 as recorded in Plat Book A2, Page 66 of the Public Records of El Paso County, situated in the East Half of Section 18, Township 11 South, Range 66 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, said 5 foot strip being 2.5 feet on both sides of the following described centerline:

Commencing at Point A as described above;

THENCE South 85°45'02" West a distance of 7.67 feet to the POINT OF TERMINUS.

The sidelines of said strip are to be lengthened or shortened to intersect the 5 foot utility easement described above and be perpendicular to the point of terminus.

Containing 26 Square Feet more or less.

PAGE 1 OF 2

JOB NO.: 1203-004

SCALE: 1" = 50'

DATE: 11/28/12

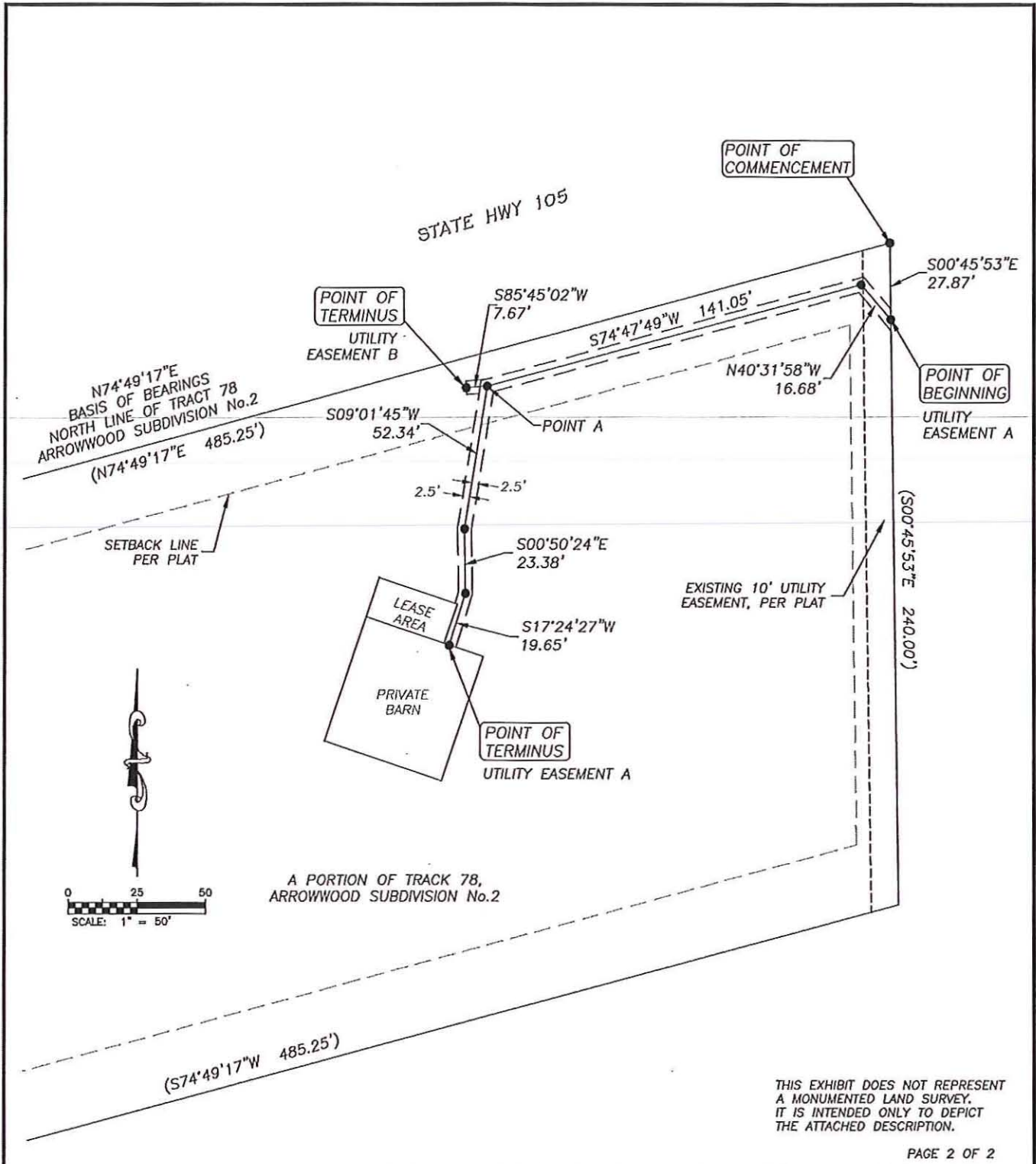
SURVEYOR: TD/RD

DRAWN BY: RD

SITE-DN03490A
GOODMAN & SONS
T-MOBILE FIBER OPTIC EASEMENT
ATECS LLC

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE, #361
PARKER, CO 80134
303 953 9841

EXHIBIT



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

JOB NO.: 1203-004
SCALE: 1" = 50'
DATE: 11/28/12
SURVEYOR: TD/RD
DRAWN BY: RD

SITE-DN03490A
GOODMAN & SONS
T-MOBILE FIBER OPTIC EASEMENT
ATECS LLC

DALEY LAND
SURVEYING, INC.
 17011 LINCOLN AVE, #361
 PARKER, CO 80134
 303 953 9841

**AMENDMENT TO THE
SITE LEASE WITH OPTION**

This AMENDMENT TO THE SITE LEASE WITH OPTION is effective this 30th day of September, 2005, and is intended to modify that certain Site Lease With Option dated the 18th day of February 2004, between Allen P. Goodman, an individual, and VoiceStream PCS II Corporation, a Delaware Corporation.


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. Tenant shall pay Landlord [REDACTED] as an option to lease the use of a portion of real property located at 17995 Sierra Way, Monument, Colorado. The option shall be for a term of twelve (12) months commencing at the date specified above.
2. Tenant shall pay Landlord, as rent, [REDACTED] per month ("Rent").
3. On the anniversary of the Commencement Date, and each anniversary thereafter, Rent shall increase by 3% over the Rent Paid in the Preceding year .
4. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Lease.
5. In the event of any conflict or inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall govern and control.
6. Except as otherwise provided for in this Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease.

IN WITNESS WHEREOF, this Amendment is effective and entered into as of the date first written above.

LANDLORD:

By:

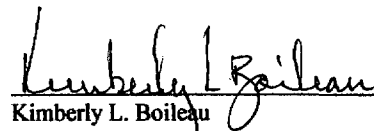

Robert J. Boileau III

Its:

Joint Tenant

LANDLORD:

By:

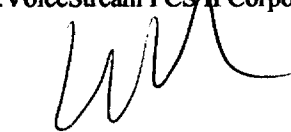

Kimberly L. Boileau

Its:

Joint Tenant

TENANT: VoiceStream PCS II Corporation

By:


Wayne Leuck

Its:

Mountain West Area Director

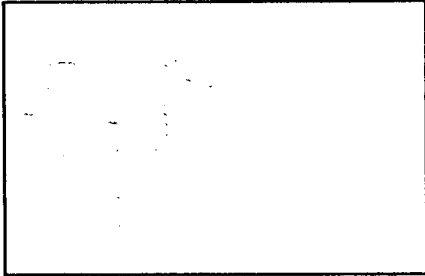
Site Number: DN3490A
Site Name: Goodman & Sons
Market: Denver MTA

[Notary block for Landlord]

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on September 30th, 2005 by Robert & Kimberly Boileau, as Joint Tenants.

Dated: 9/30/05



(Use this space for notary stamp/seal)

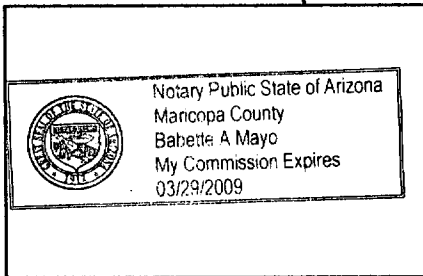
Sharon A Lacy
Notary Public
Print Name Sharon A Lacy
My commission expires My Commission Expires 06/30/2007

[Notary block for Tenant]

STATE OF Arizona)
) ss.
COUNTY OF Marcopa)

This instrument was acknowledged before me on Nov. 1, 2005 by Wayne Leuck, VoiceStream PCS II Corporation Mountain West Area Director.

Dated: 11/1/05



(Use this space for notary stamp/seal)

Babette A. Mayo
Notary Public
Print Name
My commission expires 3/29/09

Site Number: DN3490A
Site Name: Goodman & Sons
Market: Denver MTA

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Allen P. Goodman ("Landlord") and VoiceStream PCS II Corporation, a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of [REDACTED] (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 in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of [REDACTED] Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on 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. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 17995 Sierra Way, Monument, El Paso, Colorado 80132, comprises approximately 450 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, [REDACTED] per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to Allen P. Goodman at Landlord's address specified in Section 12 below. 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 immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by two percent (2%) of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. 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. Tenant shall not 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 lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with 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 bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

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 communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall have the right to alter, replace, expand, enhance and 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. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(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.

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

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term. In the event Landlord, its employees or agents impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to [REDACTED] per day for each day that Access is impeded or denied.

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 if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Property 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;

(d) immediately upon written notice by Tenant 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. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to 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. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With a copy to:

VoiceStream PCS II Corporation
2323 Delgany St.
Denver, CO 80216
Attn: Lease Administration Manager

If to Landlord to:

Allen P. Goodman
17995 Sierra Way

With a copy to:

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 and 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. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term 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. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. 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 sublease the Premises, upon written notice to Landlord.

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 (collectively "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 notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the 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. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the

right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous

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

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

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

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(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 finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(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) 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.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

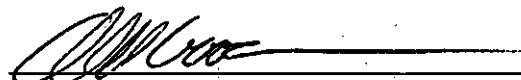
(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Allen P. Goodman

By:

Printed Name:


Allen P. Goodman

Site Number: DN03490
Site Name: Goodman & Sons
Market: DENVER MTA

Its: _____
Date: 9 Feb 04

LANDLORD:

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: VoiceStream PCS II Corporation

By: Wayne M
Printed Name: Wayne M
Its: Director of Engineers
Date: 2-13-2004


Approved as to form

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

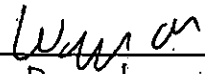
In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD: Allen P. Goodman

By: 
Printed Name: Allen P. Goodman
Its: _____
Date: 9 Feb 04

TENANT: VoiceStream PCS II Corporation

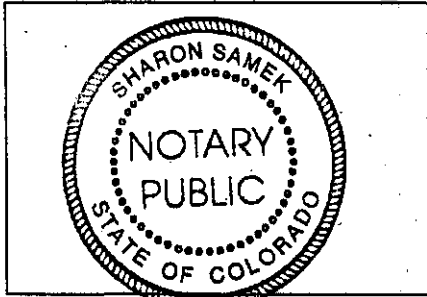
By: 
Printed Name: ~~Director of Engineering~~ Wayne Leuck
Its: Director of Engineering
Date: 2-18-2004

[Notary block for Individual]

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on February 9 2004, by Allen P. Goodman.

Dated: February 9, 2004



(Use this space for notary stamp/seal)

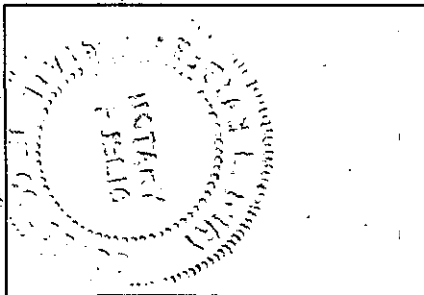
Sharon Samek
Notary Public
Print Name Sharon Samek
My commission expires MY COMMISSION EXPIRES 08/07/2007

[Notary block for Tenant]

STATE OF Colorado)
) ss.
COUNTY OF Denver)

I certify that I know or have satisfactory evidence that Wayne Leuck is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of Eng. Serv. of VoiceStream PCS II Corporation, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-18-2004



Rebekah L. Dury
Notary Public
Print Name Rebekah L. Dury
My commission expires 6-11-2004

(Use this space for notary stamp/seal)

EXHIBIT A
Legal Description

The Property is legally described as follows:

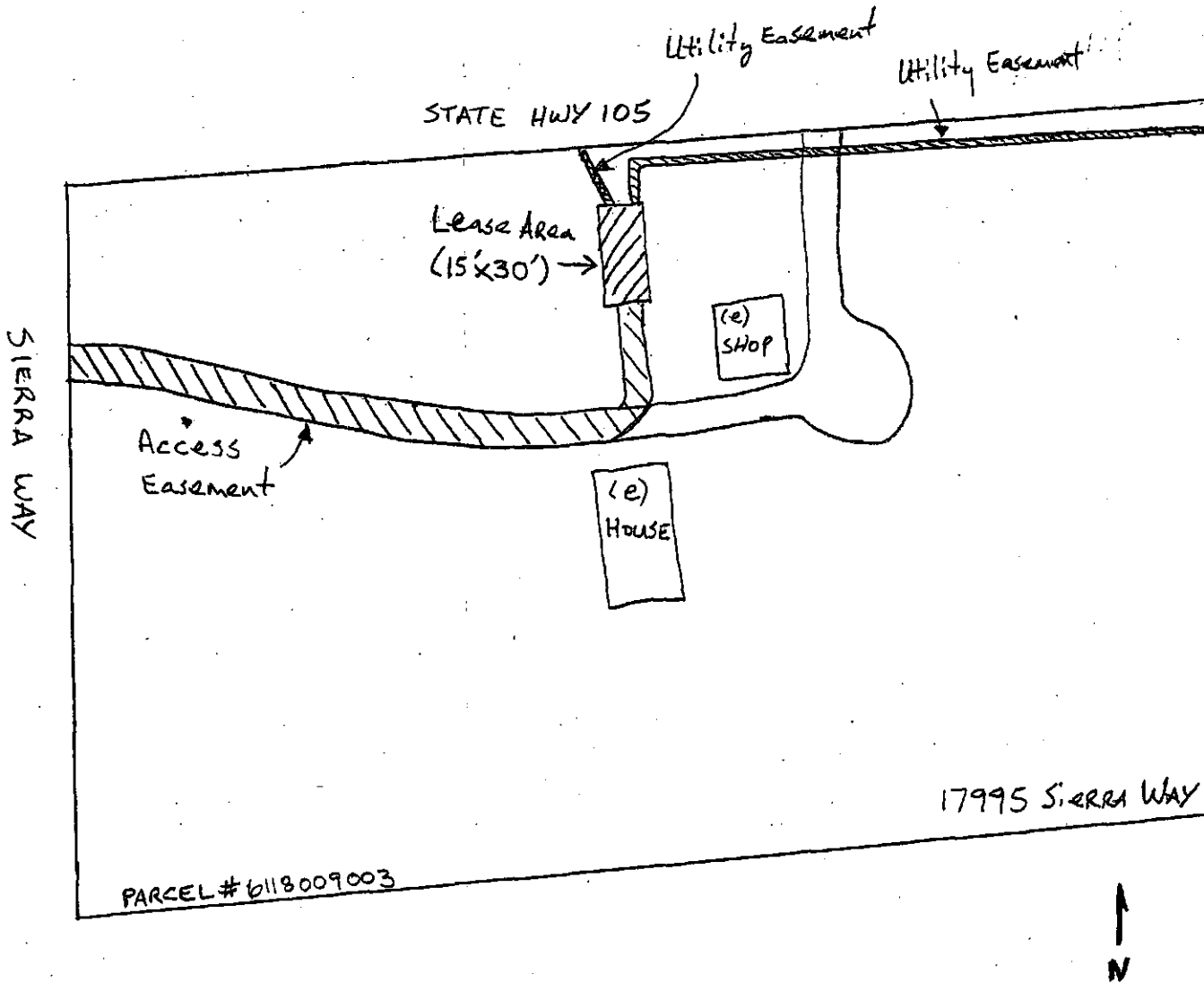
Tract 78 in Arrowwood Subdivision No. 2, El Paso County, State of Colorado

Site Number: DN03490
Site Name: Goodman & Sons
Market: DENVER MTA

Version 10-2-01

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



Landlord Initials: *AK*

Tenant Initials: *WT*

This Exhibit "B" may be replaced by Tenant with surveyed metes and bounds descriptions of the "Premises" and utility and access easements.

EXHIBIT C

**Memorandum
of
Lease**

Site Number: DN03490
Site Name: Goodman & Sons
Market: DENVER MTA

Version 10-2-01

Memorandum of Lease
Assessor's Parcel Number: 6118009003
Between Allen P. Goodman ("Landlord")
and VoiceStream PCS II Corporation ("Tenant")

A Site Lease with Option (the "Lease") by and between Allen P. Goodman ("Landlord") and VoiceStream PCS II Corporation, a Delaware corporation ("Tenant") was made regarding a portion of following the property:


See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) month renewal ("Optional Period").


The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Allen P. Goodman

By: 
Printed Name: Allen P. Goodman
Date: 9 Feb 04

TENANT: VoiceStream PCS II Corporation

By: 
Printed Name: Wayne Leuck
Its: Director of Engineering
Date: 2-27-2004

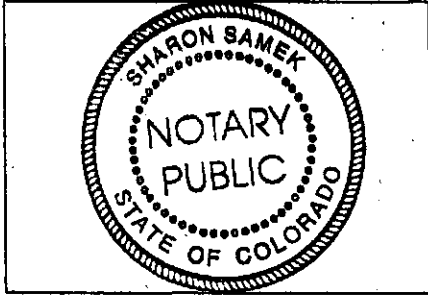
[Notary block for Landlord]

[Notary block for Individual]

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on February 9, 2004, by Allen P. Goodman.

Dated: February 9, 2004



(Use this space for notary stamp/seal)

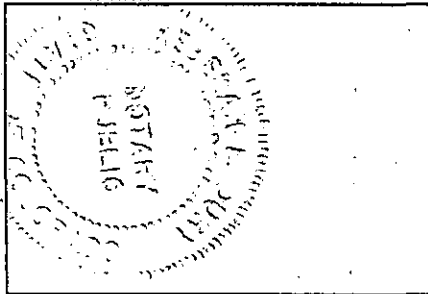
Sharon Samek
Notary Public
Print Name Sharon Samek
My commission expires MY COMMISSION EXPIRES 08/07/2007

[Notary block for Tenant]

STATE OF Colorado)
) ss.
COUNTY OF Denver)

I certify that I know or have satisfactory evidence that Waym Leck is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of VoiceStream PCS II Corporation, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/10/04



(Use this space for notary stamp/seal)

Rebekah L. Day
Notary Public
Print Name Rebekah L. Day
My commission expires 6/16/2004

**Memorandum of Lease EXHIBIT A
Legal Description**

The Property is legally described as follows:

Tract 78 in Arrowwood Subdivision No. 2, El Paso County, State of Colorado

Site Number: DN03490
Site Name: Goodman & SONS
Market: DENVER MTA

Version 10-2-01