

**AMENDMENT TO LEASE AGREEMENT
BETWEEN DONALD W. FERGUESON, AS LANDLORD
AND AT&T WIRELESS SERVICES OF COLORADO, LLC, AS TENANT**

THIS AMENDMENT TO LEASE ("Amendment") dated as of the date below, by and between DONALD W. FERGUESON, with an office/residing at HC 69 Box 3595, Kingston, OK, 73439, (hereinafter referred to as "Landlord") and AT&T WIRELESS SERVICES OF COLORADO, LLC, a Delaware limited liability company, d/b/a AT&T Wireless Services, Inc., a Delaware corporation, as successor in interest to, MCCA W COMMUNICATIONS OF COLORADO SPRINGS, INC., having an office at 8645 154th Avenue, NE, Redmond, Washington 98052 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement ("Lease") dated October 31, 1996;

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. Landlord and Tenant agree that the Rent payable under the Lease will be amended and that beginning with the Rent due on February 1, 2004, the new Rent amounts payable by Tenant will be the amounts set forth on Schedule I. Tenant will pay such Rent amounts for the period beginning February 1, 2004 and continuing each month for 180 months thereafter ("Term") as set forth on Schedule I. Tenant will be obligated to pay Rent during the Term and such obligation will not be subject to offset or termination by Tenant.

2. The Lease is amended to incorporate all the provisions set forth on Schedule II attached hereto, and in the event of a conflict between the Lease and the provisions set forth on Schedule II, the provisions set forth in Schedule II shall control.

3. The term of the Lease is amended as follows: The Lease term commenced on November 1, 1996 (the "Commencement Date") and shall end on the later of the defined period of 180 months or the current lease term immediately prior to this amendment including all extensions, which shall hereafter be known as October 31, 2026 (the "Termination Date").

4. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.

5. Except as expressly set forth in this Amendment to Lease, the Lease otherwise is unmodified, remains in full force and effect and is incorporated and restated herein as if fully set forth at length. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

6. This Amendment may be executed in counterparts each of which, when taken together, shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:

Donald W. Ferguson
Donald W. Ferguson

Witness: Dary A. Hicks

TENANT:

AT&T WIRELESS SERVICES OF COLORADO,
LLC, a Delaware limited liability company, d/b/a
AT&T Wireless Services, Inc.

By: AT&T WIRELESS SERVICES, INC., a
Delaware corporation, its Member

By: Ronald W. Cook
Name: Ronald Cook
Title: Director, WNS Property Management

Date: 12/29/03

Witness: Ela L

SCHEDULE I
To
LEASE AMENDMENT

Listing of monthly payments

**Lease Amendment
Schedule I
10-000918**

Lease Amendment Term (Monthly)	180 Months ending on January 31, 2019
Landlord	Donald W. Ferguson
Description of and date of Amendment to Lease Agreement	Amendment to Lease Agreement between AT&T Wireless Services of Colorado, LLC and Donald W. Ferguson dated <u>12-29-03</u>
Identification of Lease	That certain lease agreement dated October 31, 1996 between Donald W. Ferguson and AT&T Wireless Services of Colorado, LLC, an affiliate of AT&T Wireless Services, Inc.
Identification of Premises	WCP Number: 04860, Location Name: CORRAL BLUFFS, located at 2160 Blaney Road Lot 1 Block 1 In Ferguson Towers, Colorado Springs, CO 80929

Schedule of Monthly Payment Amounts

Period	Due Date	Modified Payment Amount
1	02/01/04	\$652.50
2	03/01/04	\$652.50
3	04/01/04	\$652.50
4	05/01/04	\$652.50
5	06/01/04	\$652.50
6	07/01/04	\$652.50
7	08/01/04	\$652.50
8	09/01/04	\$652.50
9	10/01/04	\$652.50
10	11/01/04	\$652.50
11	12/01/04	\$652.50
12	01/01/05	\$652.50
13	02/01/05	\$652.50
14	03/01/05	\$652.50
15	04/01/05	\$652.50
16	05/01/05	\$652.50
17	06/01/05	\$652.50
18	07/01/05	\$652.50
19	08/01/05	\$652.50
20	09/01/05	\$652.50
21	10/01/05	\$652.50
22	11/01/05	\$652.50
23	12/01/05	\$652.50
24	01/01/06	\$652.50
25	02/01/06	\$652.50
26	03/01/06	\$652.50
27	04/01/06	\$652.50
28	05/01/06	\$652.50
29	06/01/06	\$652.50
30	07/01/06	\$652.50
31	08/01/06	\$652.50
32	09/01/06	\$652.50
33	10/01/06	\$652.50
34	11/01/06	\$652.50
35	12/01/06	\$652.50
36	01/01/07	\$652.50
37	02/01/07	\$652.50
38	03/01/07	\$652.50
39	04/01/07	\$652.50
40	05/01/07	\$652.50
41	06/01/07	\$652.50
42	07/01/07	\$652.50
43	08/01/07	\$652.50
44	09/01/07	\$652.50
45	10/01/07	\$652.50
46	11/01/07	\$652.50
47	12/01/07	\$652.50
48	01/01/08	\$652.50
49	02/01/08	\$652.50
50	03/01/08	\$652.50
51	04/01/08	\$652.50

52	05/01/08	\$652.50
53	06/01/08	\$652.50
54	07/01/08	\$652.50
55	08/01/08	\$652.50
56	09/01/08	\$652.50
57	10/01/08	\$652.50
58	11/01/08	\$652.50
59	12/01/08	\$652.50
60	01/01/09	\$652.50
61	02/01/09	\$652.50
62	03/01/09	\$652.50
63	04/01/09	\$652.50
64	05/01/09	\$652.50
65	06/01/09	\$652.50
66	07/01/09	\$652.50
67	08/01/09	\$652.50
68	09/01/09	\$652.50
69	10/01/09	\$652.50
70	11/01/09	\$652.50
71	12/01/09	\$652.50
72	01/01/10	\$652.50
73	02/01/10	\$652.50
74	03/01/10	\$652.50
75	04/01/10	\$652.50
76	05/01/10	\$652.50
77	06/01/10	\$652.50
78	07/01/10	\$652.50
79	08/01/10	\$652.50
80	09/01/10	\$652.50
81	10/01/10	\$652.50
82	11/01/10	\$652.50
83	12/01/10	\$652.50
84	01/01/11	\$652.50
85	02/01/11	\$652.50
86	03/01/11	\$652.50
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92	09/01/11	\$652.50
93	10/01/11	\$652.50
94	11/01/11	\$652.50
95	12/01/11	\$652.50
96	01/01/12	\$652.50
97	02/01/12	\$652.50
98	03/01/12	\$652.50
99	04/01/12	\$652.50
100	05/01/12	\$652.50
101	06/01/12	\$652.50
102	07/01/12	\$652.50
103	08/01/12	\$652.50
104	09/01/12	\$652.50
105	10/01/12	\$652.50
106	11/01/12	\$652.50
107	12/01/12	\$652.50
108	01/01/13	\$652.50
109	02/01/13	\$652.50
110	03/01/13	\$652.50
111	04/01/13	\$652.50
112	05/01/13	\$652.50
113	06/01/13	\$652.50
114	07/01/13	\$652.50
115	08/01/13	\$652.50
116	09/01/13	\$652.50
117	10/01/13	\$652.50
118	11/01/13	\$652.50
119	12/01/13	\$652.50
120	01/01/14	\$652.50
121	02/01/14	\$652.50
122	03/01/14	\$652.50

123	04/01/14	\$652.50
124	05/01/14	\$652.50
125	06/01/14	\$652.50
126	07/01/14	\$652.50
127	08/01/14	\$652.50
128	09/01/14	\$652.50
129	10/01/14	\$652.50
130	11/01/14	\$652.50
131	12/01/14	\$652.50
132	01/01/15	\$652.50
133	02/01/15	\$652.50
134	03/01/15	\$652.50
135	04/01/15	\$652.50
136	05/01/15	\$652.50
137	06/01/15	\$652.50
138	07/01/15	\$652.50
139	08/01/15	\$652.50
140	09/01/15	\$652.50
141	10/01/15	\$652.50
142	11/01/15	\$652.50
143	12/01/15	\$652.50
144	01/01/16	\$652.50
145	02/01/16	\$652.50
146	03/01/16	\$652.50
147	04/01/16	\$652.50
148	05/01/16	\$652.50
149	06/01/16	\$652.50
150	07/01/16	\$652.50
151	08/01/16	\$652.50
152	09/01/16	\$652.50
153	10/01/16	\$652.50
154	11/01/16	\$652.50
155	12/01/16	\$652.50
156	01/01/17	\$652.50
157	02/01/17	\$652.50
158	03/01/17	\$652.50
159	04/01/17	\$652.50
160	05/01/17	\$652.50
161	06/01/17	\$652.50
162	07/01/17	\$652.50
163	08/01/17	\$652.50
164	09/01/17	\$652.50
165	10/01/17	\$652.50
166	11/01/17	\$652.50
167	12/01/17	\$652.50
168	01/01/18	\$652.50
169	02/01/18	\$652.50
170	03/01/18	\$652.50
171	04/01/18	\$652.50
172	05/01/18	\$652.50
173	06/01/18	\$652.50
174	07/01/18	\$652.50
175	08/01/18	\$652.50
176	09/01/18	\$652.50
177	10/01/18	\$652.50
178	11/01/18	\$652.50
179	12/01/18	\$652.50
180	01/01/19	\$652.50

SCHEDULE II
To
LEASE AMENDMENT

Additional Lease Terms and Conditions

The Agreement is amended to include the following terms and conditions:

1. Deleted.

2. Deleted.

3. Expansion of Permitted Use: Landlord hereby agrees, at the direction of Tenant, to allow the Tenant to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communications Facility increase the number of antennas thereon or relocate the Communications Facility within the leased premises at any time during the term of this Agreement and Landlord shall cooperate with Tenant in all respects in connection with the foregoing.

4. Cooperation in Zoning Compliance: Landlord agrees to cooperate fully with Tenant in obtaining any required zoning approvals or any other governmental approvals or permits, including attending and providing written expressions of support for Tenant in conjunction with any hearing pertaining to the issuance of any necessary or required zoning approvals, governmental approvals or permits for the erection, installation, maintenance or operation of the Communication Facility, as determined in Tenant's sole discretion.

5. Deleted.

6. Deleted.

7. Deleted.

8. Deleted.

9. Right to Terminate: Tenant may terminate the portions of this agreement related to operations at the leased premises at any time, in its sole discretion, upon ninety (90) days written notice to Landlord, provided that Tenant's obligation to pay rent during the Rent Term described in the Amendment shall remain in full force and effect for such Rent Term.

ORIGINAL

State: Colorado
City: MSA 117
Cell ID: Corral Bluffs

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (This "Lease") is entered into this 31 day of October 1996 ("Execution Date") between Donald W. Ferguson ("Landlord"), and McCaw Communications of Colorado Springs, Inc., d/b/a AT&T Wireless Services ("Tenant").

1. **Premises.** Subject to the following terms and conditions, Landlord leases to Tenant a portion of the real property (the "Property") described in the attached Exhibit A. Tenant's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located at NE/4 NE/4 of Section 5, Township 14 South, Range 64 West of the 6th P.M., El Paso County, Colorado, comprises 1.06 acres, more or less.

2. **Term.** The initial term of this Lease shall be five years, commencing upon Landlord Execution Date of this Lease (the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3. **Permitted Use.** The Premises may be used by Tenant only for permitted uses, which are the transmission and reception of cellular telephone and 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 licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils 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. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. Landlord agrees that Tenant shall have the right to immediately terminate this Lease without any penalty or liability, if Tenant notifies Landlord of unacceptable results of any title report or of the survey or soils tests. Landlord also agrees that if, based on the result of any environmental investigation or inquiry, Tenant determines that the condition of the Property is unsatisfactory or if Tenant believes that leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability, Tenant may, without any penalty or liability, immediately terminate this Site Lease Agreement.

4. **Rent.**

a. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of Six-Hundred Dollars (\$600.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to Landlord, at Landlord's address specified in paragraph 13 below.

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 Rents 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 after each term by a percentage equal to the percentage increase in the Consumer Price Index for the Denver Metropolitan Statistical Area. However, Rent shall not increase more than twenty-five percent (25%) of the rent paid over the preceding term. Landlord shall be responsible for communicating the amount of the rental adjustment to Tenant and shall provide Tenant with supporting data upon which the adjustment is calculated.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal 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 tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Landlord agrees to notify Tenant prior to the installation of any additional communications facilities on Landlord's property in an effort to ascertain any interference possibilities. Tenant's written approval on the design and placement of additional communication facilities is required; said approval not to be unreasonably withheld.

Such interference shall be deemed a material breach by the interfering party, who shall, upon 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 action to enjoin such interference or to terminate this Lease immediately upon 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, including without limitation an antenna tower and base, and any number of radio transmitting and receiving antennas, and an electronic equipment shelter (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 have the right to remove the Antenna Facilities upon termination of this Lease.

b. Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence.

c. Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition.

d. Tenant shall pay any additional utilities charges due to Tenant's use. 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). Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities.

e. As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

In the event ingress, egress, and/or access is such that Tenant must use Landlord's existing road, Tenant agrees to share equally with Landlord and any other party or parties granted access by Landlord, all reasonable maintenance expense incurred on said road. If Landlord grants ingress, egress and/or access to any third party or parties on a road constructed by Tenant, it is hereby understood that said third party or parties must enter into a road maintenance agreement with Tenant. If the use of said access road constructed by Tenant, is for Tenant's use only, Tenant shall be solely responsible for the road maintenance expense. The term of this maintenance commitment shall be the same as term of the 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. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

a. if Tenant fails to pay amounts due under this Lease within ten (10) days of its receipt of written notice that such payments are overdue;

b. if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

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

a. upon ten (10) days' written notice in the event of a Default (as defined above);

b. upon ninety (90) days' written notice by Tenant, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

c. upon ninety (90) days' written notice by Tenant if the Premises 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 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 Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

e. 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 Premises 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.

10. **Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

11. **Insurance and Subrogation.**

a. Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$500,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining 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.

12. **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 negligence or intentional acts of Landlord, its employees, agents or independent contractors.

13. **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 Landlord, to:

Donald W. Ferguson
PO Box 9896
Colorado Springs, CO 80932

If to Tenant, to:

AT&T Wireless Services
1001 16th Street, Suite C-1
Denver, CO 80265
Attn.: Real Estate Manager

14. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants to Tenant that Landlord has full right, power and authority to execute this Lease; it has good and unencumbered title to the Premises 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; the Premises constitute a legal lot; and 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.

15. **Environmental Laws.** Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit C). 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 the Property is free of Hazardous Substance (as defined in attached Exhibit C) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

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 released into the environment arising solely from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant 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 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 costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

16. **Assignment and Subleasing.** Landlord agrees that Tenant may assign or sublet this Lease, and all rights, benefits, liabilities and obligations hereunder, to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, controls or is controlled by or under common control with Tenant, is merged or consolidated with Tenant or purchases a majority or controlling interest in the ownership or assets of Tenant. Upon notification to Landlord by Tenant of any such action, Tenant shall be relieved of all future performance, liabilities and obligations under this lease. Tenant may not otherwise assign or sublet this lease without Landlord's consent, not to be unreasonably withheld or delayed.

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 such 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 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 except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

17. **Successors and Assigns.** This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. **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, regardless of whether or not same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

19. **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. Each party agrees to furnish to the other, within ten (10) 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. 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.

e. 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. The Memorandum of Lease may be recorded in place of this Lease, by either party. At Landlord's option, this Agreement shall be subordinate to any mortgage by Landlord which, from time to time, may encumber all or part of the Premises; provided, however, every such mortgage shall recognize the validity of the Agreement in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Premises as long as Tenant is not in default of the Agreement. If the Property is presently encumbered by one or more mortgages, a Non-Disturbance Agreement in recordable form shall be executed.

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

g. 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.

Signed by the parties on the Execution Date specified on page 1.

LANDLORD:

Donald W. Ferguson

Donald W. Ferguson

TENANT:

McCaw Communications of Colorado Springs, Inc.

Sandra P. Heller

By: Sandra P. Heller, System Development Manager
For AT&T Wireless Services of Colorado, Inc.,
a Delaware Corporation

STATE OF Oklahoma

COUNTY OF Marshall

) ss:

On this 30 day of Sept., 1996, before me personally appeared DONALD W. FERGUESON, known to me to be the individual described herein, who executed the within and foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

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

Sandra P. Heller
NOTARY PUBLIC
My commission expires: 9/6/97

STATE OF COLORADO)

) ss:

COUNTY OF DENVER)

On this 3 day of October, 1996, before me personally appeared SANDRA P. HELLER, known to me to be the System Development Manager of AT&T Wireless Services, the corporation 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 he 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.

Dennis Willig
NOTARY PUBLIC
My commission expires: 2-7-98

EXHIBIT A

to the Site Lease Agreement dated this ____ day of _____, 1996
between Donald W. Ferguson, as Landlord,
and McCaw Communications of Colorado Springs, Inc., d/b/a AT&T Wireless Services, as Tenant

Legal Description

The property is legally described as follows:

A tract of land located in a portion of the NE/4 NE/4 Section 5,
Township 14 South, Range 64 West, El Paso County, Colorado.

EXHIBIT B

to the Site Lease Agreement dated this _____ day of _____, 1996
between Donald W. Ferguson, as Landlord,
and McCaw Communications of Colorado Springs, Inc., d/b/a AT&T Wireless Services, as Tenant

The location of the Premises (including easements) within the Property is more particularly described or depicted as follows:

LEGAL DESCRIPTION: A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER ON SECTION 5, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO, THENCE: SOUTH 01 DEG 00 MIN 10 SEC EAST ALONG THE EAST LINE OF SAID SECTION 5 FOR 1309.43 FEET, THENCE: SOUTH 89 DEG 50 MIN 36 SEC WEST ALONG THE SOUTH LINE OF SAID SECTION 5 FOR 30.00 FEET TO THE POINT OF BEGINNING, THENCE; (1) CONTINUE SOUTH 89 DEG 50 MIN 36 SEC WEST ALONG THE SOUTH LINE OF SAID SECTION 5 FOR 586.03 FEET; (2) NORTH 01 DEG 51 MIN 56 SEC WEST ALONG THE EAST LINE OF A U.S. GOVERNMENT LEASE FOR 700.00 FEET; (3) SOUTH 89 DEG 50 MIN 36 SEC WEST ALONG THE NORTH LINE OF A U.S. GOVERNMENT LEASE FOR 250.00 FEET; (4) NORTH 01 DEG 51 MIN 56 SEC WEST FOR 30.01 FEET; (5) NORTH 89 DEG 50 MIN 36 SEC EAST FOR 290.01 FEET; (6) SOUTH 01 DEG 51 MIN 56 SEC EAST FOR 700.00 FEET; (7) NORTH 89 DEG 50 MIN 36 SEC EAST FOR 536.47 FEET; (8) SOUTH 01 DEG 00 MIN 10 SEC EAST ALONG THE WEST RIGHT-OF-WAY LINE OF BLANEY ROAD FOR 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.06 ACRES OF LAND MORE OR LESS.

EXHIBIT C

to the Site Lease Agreement dated this _____ day of _____, 1996
between Donald W. Fergusson, as Landlord,
and McCaw Communications of Colorado Springs, Inc., d/b/a AT&T Wireless Services, as Tenant

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Act of 1990, 33 U.S.C. §§2701, et seq., and Colorado (state laws), or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.