

Site: SUNVIEW RV PARK
BUN: 855798 / FA: 10093884

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (this "Amendment") is made effective this 8 day of December, 2016, by and between **LUELLA HOLTON**, a single woman ("Landlord"), having a mailing address of c/o Duane Henderson, 1408 W. Colorado Ave., Colorado Springs, Colorado 80904, and **NCWPCS MPL 29 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), with a mailing address of Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10093884, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through its attorney-in-fact, **CCATT LLC**, a Delaware limited liability company, with a mailing address of Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS:

WHEREAS, Landlord and Tenant are the current parties under that certain Option and Lease Agreement dated as of August 21, 2002, with a commencement date of February 15, 2003, originally by and between AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member ("AT&T"), as tenant, and Landlord, as landlord (the "Lease"), a memorandum of which was recorded on September 16, 2002 in Document Number 202156337 in the Public Records of El Paso County, Colorado and on October 29, 2003 in Document Number 203254809 in the Public Records of El Paso County, Colorado, whereby AT&T leased certain real property from Landlord, together with access and utility easements, that is more particularly described in the Agreement (the "Leased Premises"), which is located on a portion of Landlord's property that is more particularly described on **Exhibit "A"** ("Landlord's Property");

WHEREAS, the Lease was amended by that certain First Amendment to Option and Site Lease Agreement dated as of December 6, 2002;

WHEREAS, Tenant is the successor in interest to AT&T;

WHEREAS, the Lease as amended and assigned is referred to herein as the "Agreement";

WHEREAS, the Leased Premises may be used for the purpose of installing, removing, replacing, modifying, maintaining and operating a communications facility, including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Leased Premises, an antenna structure;

WHEREAS, the Agreement has an original term (including all Extension Terms) that will expire on February 28, 2033 (the "Original Term"), and Landlord and Tenant desire to amend the terms of the Agreement to provide for additional terms beyond the Original Term; and

WHEREAS, Landlord and Tenant desire to further amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Modified, Deleted or Replaced Sections or Sentences.

Section 3(b) of the Lease is hereby amended by deleting said Section 3(b) in its entirety and substituting the following language in lieu thereof:

“(b) This Agreement will automatically renew for twelve (12) additional five (5) year term(s) (each five (5) year term shall be defined as the “Extension Term”), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant’s intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then existing Term. The Term of this Agreement, including all Extension Terms, if exercised, will expire on February 28, 2073.”

3. One-Time Rent Increase. On the first day of the second full month following the full execution of this Amendment, the monthly rent shall increase to an amount equal to [REDACTED] per month. Following such increase, the monthly rent shall continue to adjust pursuant to the terms of the Agreement.

4. Right of First Refusal. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord’s interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Leased Premises, or Landlord’s interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant’s possessory or economic interest in the Leased Premises. Landlord’s notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord’s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord’s notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant’s right of first refusal shall

survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

5. Governmental Approvals. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Leased Premises for the purpose of constructing, maintaining and operating communications facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.

6. Notice. The parties agree and acknowledge that all notices provided to Tenant pursuant to the Agreement shall be sent to the following addresses:

NCWPCS MPL 29 – Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
Re: Fixed Asset No. 10093884
208 S. Akard Street
Dallas, Texas 75202-4206

With a copy to:

NCWPCS MPL 29 – Year Sites Tower Holdings LLC
c/o CCATT LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

7. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Amendment, Landlord owns the Leased Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Leased Premises, or any right of any individual, entity or

governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Leased Premises.

(d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Leased Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Leased Premises.

(e) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this Section, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

8. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

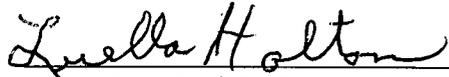
9. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement and all amendments thereto shall remain in full force and effect. Any portion of the Agreement and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.

10. Letter Agreement. This Amendment supersedes that certain Letter Agreement by and between Landlord and Tenant dated as of May 23, 2016 (the "May 2016 Letter Agreement"), and in the case of any conflict or inconsistency between the terms and conditions contained in the May 2016 Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall govern and control. In the event Landlord (as defined in this Amendment) includes any individual or entity that was not a party to the May 2016 Letter Agreement, such individual or entity agrees to be bound by the Landlord's (as defined in the May 2016 Letter Agreement) obligations, representations, and warranties set forth in the May 2016 Letter Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first written above.

LANDLORD:



LUELLA HOLTON, a single woman

[TENANT'S SIGNATURE PAGE TO FOLLOW]

TENANT:

NCWPCS MPL 29 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney-in-Fact

By:  _____
Name: Matthew Norwood
Real Estate Transaction Manager
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

TRACT IN SE4SE4 SEC 2-16-67 AS FOLS, COM AT SE COR OF SD SE4, TH N 39<25' W 427.7 FT TO PT ON WLY LN OF STATE HWY 115 FOR POB, TH S 27<31' W 25 FT ON SD WLY R/W LN, ANG R 100<59' WLY 103.3 FT, ANG L 15<52' WLY 178.3 FT, ANG L 27<58' WLY 297.4 FT, N 33<09' W 1005 FT, TH E TO NE COR OF SD SE4SE4, S ON E LN OF SEC TO A PT 712.9 FT N OF SE COR OF SD SE4, S 54<05' W 53.9 FT, TH S 27<31' W TO POB EX TRS CONV BY BKS 1559-252, 1729-532, 2134-921 SUB TO + TOG WITH EASEMENT AS DES IN BK 3267-905.

Tax Parcel Identification Number: 76024-00-004

Common Address: 10410 S. State Highway 115, Colorado Springs, Colorado 80926

Market: Pueblo
AWS Site ID: L3COPB=SSP03035

FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (this "**Amendment**") is entered into as of the _____ day of _____, 20__ by and between Luella Holton, a Sole Owner ("**Landlord**") and AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member ("**Tenant**").

WHEREAS, Landlord and Tenant entered into that certain Option and Site Lease Agreement dated **August 19, 2002** (the "**Agreement**") in regard to the lease of certain property located at 10410 S. State Highway 115, Colorado Springs, CO 80926, in the County of El Paso, State of Colorado, and relating to the installation and operation of Tenant's communications equipment; and,

WHEREAS, Landlord and Tenant desire to amend the Agreement to: (1) provide for the Rent to be paid to **Dwane O. Henderson** and **Lee Roy Henderson**; and (2) provide for the relocation of the Premises within the Property ; and,

WHEREAS, Landlord and Tenant hereby express their mutual desire and intent to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration Landlord and Tenant hereby agree as follows:

1. Paragraph 4(a) of the Agreement is hereby replaced in its entirety with the following paragraph.

(a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay a monthly rental payment of [REDACTED] ("**Rent**"), on or before the 5th day of each calendar month in advance. [REDACTED] of the Rent shall be paid to **Dwane O. Henderson** with a social security number of [REDACTED] at the address of **1236 Sherwood Lane, Colorado Springs, CO 80906** and [REDACTED] of the Rent shall be paid to **Lee Roy Henderson** with a social security number of [REDACTED] at the address of **2931 Virginia Street, Colorado Springs, CO 80907**. Rent will be prorated for any partial month.

2. The Premises shall be relocated within the Property as depicted on **Exhibit 1** attached hereto.

3. All capitalized terms not herein defined shall have the same definitions as in the Agreement.

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

5. Except as expressly set forth in this Amendment, the Agreement 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 Agreement to itself shall be deemed also to refer to this Amendment.

IN WITNESS WHEREOF, the parties below have caused this Amendment to be executed as of the date first written above.

LANDLORD:

Luella Holton, Sole Owner

By: Luella Holton

Name: Luella Holton

Its: Sole Owner

TENANT:

AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member

By: Beth Davison

Name: Beth Davison

Its: Program Manager – Western Region

LANDLORD

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

I CERTIFY that on October 15, 2002, **Luella Holton** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the **Sole Owner** named in this document; and
- (b) this document was signed and delivered by the sole owner as her voluntary act and deed.

~~MICHELLE L. RAY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires~~

Michelle Ray
Notary Public

My Commission Expires: 4/9/06

MICHELLE L. RAY
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 04/09/2006

TENANT

STATE OF Colorado)
) ss
COUNTY OF Adams)

I CERTIFY that on December 6, 2002, **Beth Davison** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as **Program Manager, Western Region of AT&T Wireless Services, Inc.** a corporation of the State of **Delaware**, which is the member of AT&T Wireless PCS, LLC, the limited liability company named in this document; and
- (b) this document was signed and delivered by the corporation as its voluntary act and deed, as the member of the limited liability company, on behalf of said limited liability company.

MAUREEN R MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES:
MARCH 20, 2005

Maureen Martinez
Notary Public

My Commission Expires: March 20, 2005

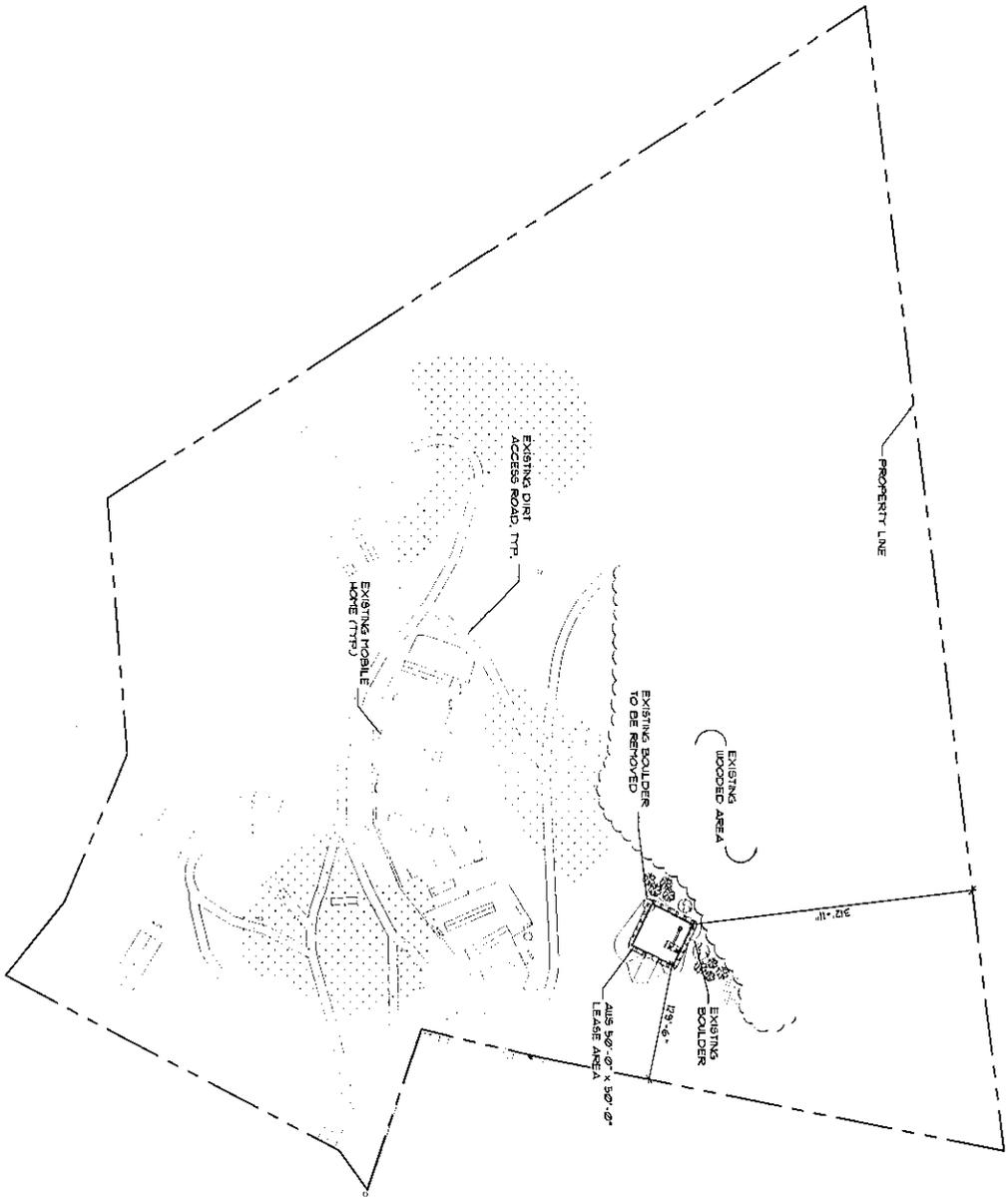
EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____, 200__, by and between **Luella Holton**, as Landlord, and **AT&T WIRELESS PCS, LLC**, a Delaware limited liability company, d/b/a **AT&T Wireless**, by **AT&T Wireless Services, Inc.**, a Delaware corporation, its member, as Tenant.

Lease Exhibit attached and following.



1 SITE PLAN
 1"=200'-0"
 0 50 100 150

TRUE NORTH ARROU ALIGN ON
 THIS DRAWING IS APPROXIMATE
 ONLY AND MUST BE VERIFIED



Wireless Services
 2729 Prospect Park Dr
 Rancho Cordova, CA 95670

GENERAL DYNAMICS
 1450 Academy Fork Loop
 Colorado Springs, CO 80910



TRK ENGINEERING
 1100 PROSPECT STREET SUITE 330
 BLAINE, WA 98007-5108
 TEL: (662) 574-6437
 FAX: (662) 574-6438
 EMAIL: info@trkeng.com
 WEB: www.trkeng.com

PROJECT NO. 0208-35

DRAWN BY: N/A

CHECKED BY: N/A

CAD FILE: 0208-35LE09

SUBMITTALS

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS THE PROPERTY OF THE CLIENT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED.

AND SEAL

SUNVIEW RV PARK
 12410 HWY 115
 COLORADO
 SPRINGS, CO
 RRC075-53F-03035

SHEET TITLE
 SITE PLAN

SHEET NUMBER
 LE01

Market: Pueblo

Cell Site Number: L3COPB=SSP03035 (AKA 963001035A05 - Sunview RV Park)

Address: 10410 S. State Highway 115, Colorado Springs, CO 80926

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by **Luella Holton, a Sole Owner**, having a mailing address of 1408 W. Colorado Avenue, Colorado Springs, CO 80904-4025, (hereinafter referred to as "Landlord") and **AT&T WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member**, having a mailing address of 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 10410 S. State Highway 115, Colorado Springs, CO 80926, in the County of El Paso, State of Colorado (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE. (a)

Landlord hereby grants to Tenant an option (the "Option") to lease a portion of the Property measuring approximately Two Thousand, Five Hundred (2,500) square feet as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property as described on the attached **Exhibit 1** (collectively the "Premises").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of [REDACTED] within thirty (30) days of the execution of this Agreement. The Option will be for an initial term of one (1) year (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional [REDACTED] no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and

rev. 01-30-02

Option Land Lease

conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"); such use may include the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.** (a) The initial lease term will be ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurs.

(b) This Agreement will automatically renew for four (4) additional five (5) year Term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the same terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. **RENT.** (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of [REDACTED] ("Rent"), at the address set forth above on or before the 5th day of each calendar month in advance. Rent will be prorated for any partial month.

(b) Beginning with year one (1) of each Extension Term, the monthly Rent will increase by [REDACTED] over the previous year's Rent.

5. **APPROVALS.** (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental

investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on sixty (60) days written notice for any reason, so long as Tenant pays Landlord a termination fee equal to six (6) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of a termination of this Agreement by Tenant under any one or more of paragraphs 6(a), 6(b), 8, 18, 19 or 20 of this Agreement.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

8. **INTERFERENCE.** (a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective

frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communications Facility. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. **INDEMNIFICATION.** (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent

contractors.

(c) Notwithstanding anything to the contrary in this Agreement, each of Tenant and Landlord hereby waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order,

summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) day pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord hereby grants to Tenant an easement for such access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord hereby agrees to grant additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on

the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any

and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure, No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign or sublet this Agreement, in whole or in part, without the Landlord's consent. Upon notification to Landlord of such assignment or sublease, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed as follows. As to Tenant, AT&T Wireless, Attn.: Property Specialist - Western Region, Property Management; Re: Cell Site # 089-CO-1935 (AKA 963001035A05 - Sunview RV Park); at 2729 Prospect Park Drive, Rancho Cordova, CA 95670; with a copy to AT&T Wireless, Legal Department; Re: Cell Site # 089-CO-1935 (AKA 963001035A05 - Sunview RV Park); at 2729 Prospect Park Drive, Rancho Cordova, CA 95670; and as to Landlord, 1408 W. Colorado Avenue, Colorado Springs, CO 80904-4025. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said

unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

21. WAIVER OF LANDLORD'S LIENS.

Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.**

Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and supersedes all prior offers, negotiations and agreements.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other

charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either

party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signature/No Option.**

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and effective as of the date the last party executed this Agreement below.

"LANDLORD"

By: X Luella Holton

Print Name: Luella Holton

Its: Sole Owner

Date: X 8-19-2002

"TENANT"

By: Beth Davison

Print Name: Beth Davison

Its: Program Manager - Western Region

Date: 8/21/02

LANDLORD

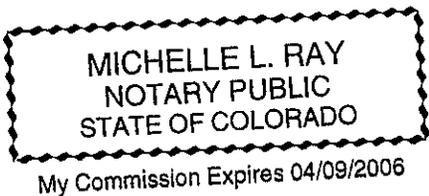
STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

I CERTIFY that on August 19, 20002, **Luella Holton** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the **Sole Owner** named in this document; and
- (b) this document was signed and delivered by the sole owner as her voluntary act and deed.

Michelle L Ray
Notary Public

My Commission Expires: April 9, 2006



TENANT

STATE OF Colorado)
) ss
COUNTY OF Arapahoe)

I CERTIFY that on 8/21, 2002, **Beth Davison** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as **Program Manager, Western Region of AT&T Wireless Services, Inc.** a corporation of the State of **Delaware**, which is the member of AT&T Wireless PCS, LLC, the limited liability company named in this document; and
- (b) this document was signed and delivered by the corporation as its voluntary act and deed, as the member of the limited liability company, on behalf of said limited liability company.

Colleen J. Cousino
Notary Public

My Commission Expires: 8/5/03

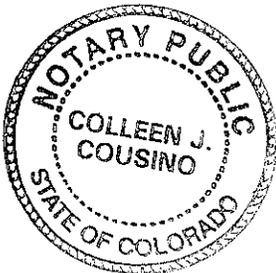


EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

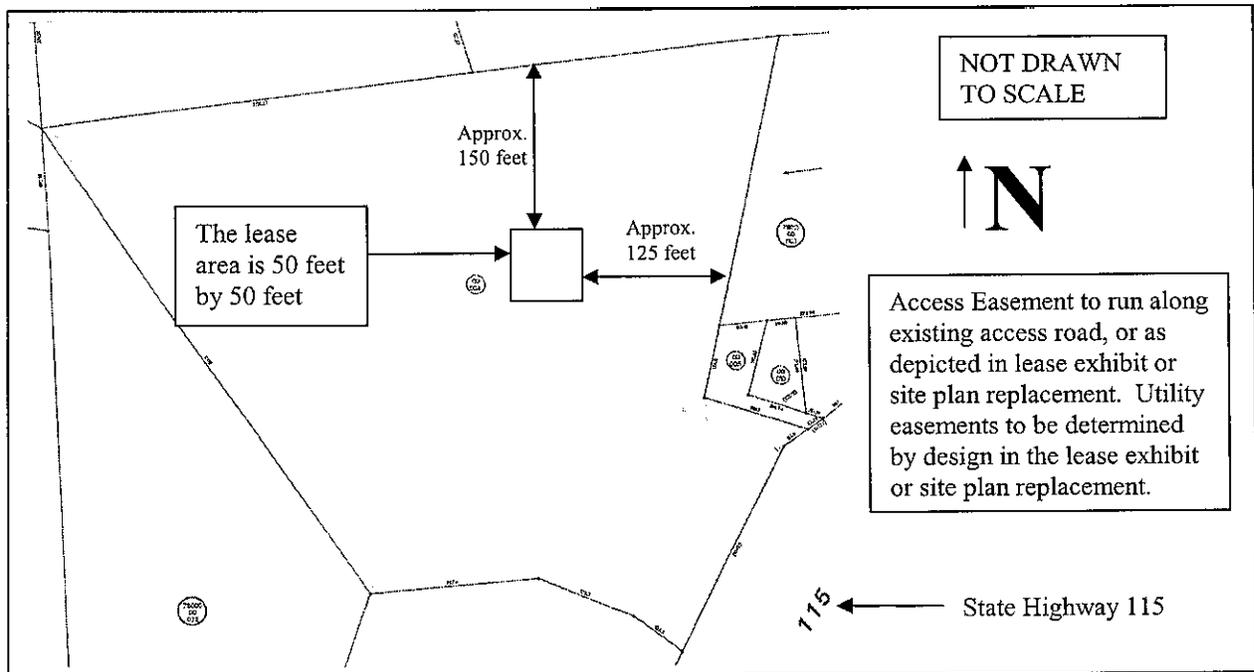
to the Agreement dated _____, 200__, by and between Luella Holton, as Landlord, and AT&T WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member, as Tenant.

The Premises are described and/or depicted as follows:

Legal Description of the Parent Tract:

TRACT IN SE4SE4 SEC 2-16-67 AS FOLDS, COM AT SE COR OF SD SE4, TH N 39<25' W 427.7 FT TO PT ON WLY LN OF STATE HWY 115 FOR POB, TH S 27<31' W 25 FT ON SD WLY R/W LN, ANG R 100<59' WLY 103.3 FT, ANG E 15<52' WLY 178.3 FT, ANG L 27<58' WLY 297.4 FT, N 33<09' W 1005 FT, TH E TO NE COR OF SD SE4SE4, S ON E LN OF SEC TO A PT 712.9 FT N OF SE COR OF SD SE4, S 54<05' W 53.9 FT, TH S 27<31' W TO POB EX TRS CONV BY BKS 1559-252, 1729-532, 2134-924, SUB TO + TOG WITH EASEMENT AS DES IN BK 3267-905

This Site Drawing may, at the Tenant's sole option, be replaced by a lease exhibit or a site plan drawing, attached to this lease agreement and follow directly behind Exhibit 1, which shall depict any or all of the following: the site leased area placement, the access easement and the utility easement.



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

LANDLORD

X HP
Initials

TENANT

X Bj
Initials

rev. 01-30-02

Option Land Lease

ATTACHMENT 1

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by :

Susan Cunningham
Telecomm Acquisition Group
789 Clarkson Street, #705
Denver, CO 80218

Return to:

AT&T Wireless
Attn: Legal Department
2729 Prospect Park Drive
Rancho Cordova, California 95670

Cell Site No.: L3COPB=SSP03035 (AKA 963001035A05 - Sunview RV Park)

State: Colorado
County: El Paso

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 200__, by and between **Luella Holton, a Sole Owner** having a mailing address of 1408 W. Colorado Avenue, Colorado Springs, CO 80904-4025 (hereinafter referred to as "Landlord") and **AT&T WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member**, with an office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the ____ day of _____, 200__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for an Initial Term of Ten (10) years commencing on the date that Tenant commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with Four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

By: Luella Holton

Print Name: **Luella Holton**

Its: **Sole Owner**

Date: 8-19-2002

"TENANT"

By: Beth Davison

Print Name: **Beth Davison**

Its: **Program Manager - Western Region**

Date: 8/21/02

LANDLORD

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

I CERTIFY that on August 19, 2008, **Luella Holton** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the **Sole Owner** named in this document; and
- (b) this document was signed and delivered by the sole owner as her voluntary act and deed.

Michelle L. Ray
Notary Public

My Commission Expires: April 9, 2006



My Commission Expires 04/09/2006

TENANT

STATE OF Colorado)
) ss
COUNTY OF Wrayahoe)

I CERTIFY that on _____, 200__, **Beth Davison** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as **Program Manager, Western Region of AT&T Wireless Services, Inc.** a corporation of the State of **Delaware**, which is the member of AT&T Wireless PCS, LLC, the limited liability company named in this document; and
- (b) this document was signed and delivered by the corporation as its voluntary act and deed, as the member of the limited liability company, on behalf of said limited liability company.

Colleen J. Cousino
Notary Public

My Commission Expires: 8/5/03

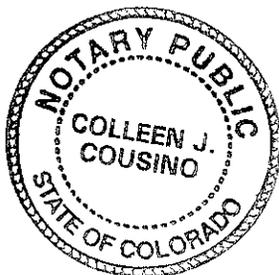


EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

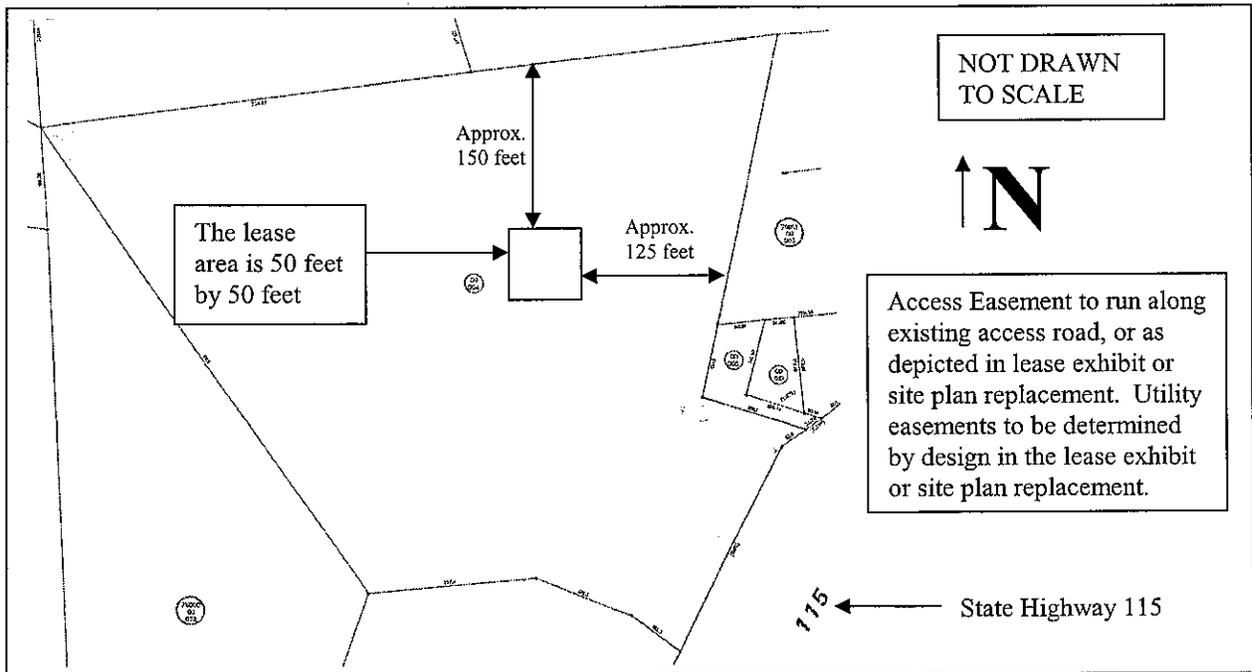
to the Agreement dated _____, 200__, by and between **Luella Holton**, as Landlord, and **AT&T WIRELESS PCS, LLC**, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member, as Tenant.

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4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above

X L. H.
Initials

X Bd
Initials