

### THE THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Interstate 25 Properties, Ltd.**, a Colorado limited partnership ("**Landlord**") and **SpectraSite Communications, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

#### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease dated October 18, 1994 (the "**Original Lease**"), as amended by the First Amendment to the Communications Site Lease dated April 17, 2003 (the "**First Amendment**"), and further amended by the Second Amendment to Communications Site Lease dated December 6, 2007 (the "**Second Amendment**") (the Original Lease, First Amendment, and Second Amendment, as the same may have been otherwise amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of [REDACTED], payable within thirty (30) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, on or before November 15, 2013; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on December 1, 1994 ("**Commencement Date**"). Tenant shall have the option to extend the Lease for each of three (3) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires

additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s).

3. **Section 3 of the Original Lease and Section 2 of the Second Amendment are hereby deleted in their entirety.**
4. **Rent and Escalation.** Commencing on December 1, 2013, the rent payable from Tenant to Landlord under the Lease is hereby increased to [REDACTED] (the "**Rent**"). Commencing on December 1, 2014, and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to [REDACTED] of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Interstate 25 Properties**.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord hereby acknowledges and agrees that Tenant shall have the right, exercisable by Tenant at any time during the term of the Lease, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon an as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate the foregoing description replacements, including, without limitation, amendments to the Lease and the Memorandum. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

- [REDACTED]
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except for Landlord's attorney, accountant, broker or lender, if any, or if otherwise required by applicable law, regulation or rule of any governmental authority, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 970 Corral Valley Rd., Colorado Springs, CO 80929; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of

the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

**LANDLORD:**

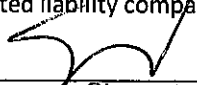
**Interstate 25 Properties, Ltd.**  
a Colorado limited partnership

Signature: Robert S Ferguson  
Print Name: ROBERT S. FERGUSON  
Title: Gen Partner  
Date: 10-28-13

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT:**

**SpectraSite Communications, LLC**  
a Delaware limited liability company

Signature:   
Print Name: Shawn Lanier  
Title: Vice President Legal  
Date: 11-19-2013

Site No: 302418  
Site Name: Monument CO

#### **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

#### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet south of the Northwest corner of said Section 2; Thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89 degrees 12 minutes East, 584.4 feet; Thence South 84 degrees 20 minutes East along the right of way of Interstate Highway No. 25, 132.10 feet; Thence continue on said right of way line South 44 degrees 27 minutes 30 seconds East, 76.8 feet; Thence along said right of way line South 4 degrees 36 minutes East, 500 feet; Thence continuing along said right of way, Southerly, to the South line of the West Half of the Southwest quarter of said Section 2; Thence along said South line, South 89 degrees 41 minutes West, 450.5 feet to the Southwest corner of said section 2; Thence North 2 degrees 30 minutes West, 393.61 feet; Thence North 36 degrees 59 minutes West, 309.7 feet; Thence North 7 degrees 33 minutes East, 193.38 feet; Thence North 29 degrees 5 minutes East, 349.31 feet; Thence North 16 degrees 30 minutes East, 281.11 feet; Thence North 26 degrees 53 minutes East, 502.06 feet; Thence North 4 degrees 58 minutes West, 507.05 feet; Thence North 22 degrees 6 minutes West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; Thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in book 2270 at page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at page 409 and to the Town of Monument recorded in book 2997 at page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

#### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 2,500 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of land located in the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 2. Thence South zero degrees 5 minutes 27 seconds East, a distance of 2,448.14 feet along the West line of said Section 2; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 20.12 feet to the Southwest corner of the Vumore Video of Colorado Springs, Inc. parcel; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 259.03 feet along the South line of the Vumore Video parcel; Thence South zero degrees 10 minutes 20 seconds West, a distance of 99.72 feet along the West line of the Vumore Video parcel; Thence South 89 degrees 49 minutes 40 seconds East a distance of 150 feet along the South line of the Vumore Video parcel; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to the true point of beginning; Thence South zero degrees 10 minutes 20 seconds West, a distance of 50 feet; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 50 feet; Thence North zero degrees 10 minutes 20 seconds East, a distance of 50 feet; Thence South 89 degrees 49 minutes 40 seconds East a distance of 50 feet to the true point of beginning. The above described parcel contains 2,500 square feet or 0.60 acres, more or less.

Site No: 302418

Site Name: Monument CO

**EXHIBIT A (continued)**

**ACCESS AND UTILITIES**

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Over and Across the Premises

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 5501 at page 685, being a portion of the Northwest and Southwest one quarters of Section 2, and the Southeast one quarter of Section 3, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southeast corner of the Vumore Video parcel as described by deed recorded in book 2313 at page 409; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet to a point on the South line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to a point on the lease parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Northeast corner of the lease parcel, and the point of terminus of this easement.

Over and Across the Vumore Video parcel

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 2313 at page 409, being a portion of the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southwest corner of the Vumore Video parcel; Thence North zero degrees 5 minutes 27 seconds West, a distance of 35 feet to a point on the West line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 80 feet; Thence South 82 degrees 52 minutes 9 seconds East, a distance of 212.8 feet; Thence South 72 degrees 48 minutes 12 seconds East, a distance of 94.73 feet; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 83 feet to the South line of the Vumore video parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Southeast corner of the Vumore Video parcel, and the point of terminus of this easement.



## SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE

This Second Amendment to Communications Site Lease ("**Amendment**") is entered on the 6 day of December 2007 by and between Interstate 25 Properties, Ltd., a Colorado limited partnership ("**Lessor**") and SpectraSite Communications, LLC, a Delaware limited liability company ("**Lessee**").

### RECITALS

- A. Lessor, and OneComm Corporation, N.A., a Delaware corporation, d/b/a Nextel Communications, predecessor in interest, entered into that certain Communications Site Lease dated September 7, 1994, as amended by First Amendment to the Communications Site Lease dated April 17, 2003, (the "**Lease**"), whereby the Lessee leases a portion of the real property owned by Lessor located in El Paso County, Colorado, commonly known as Parcel No. 71000-00-225, Monument, Colorado 80132 (the "**Premises**").
- B. Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Lease Term Extended:** Lessee shall have the option to extend the Lease for each of two (2) additional five (5) year renewal terms (each a "Renewal Term"). The first such Renewal Term shall commence on the day following the expiration of the last remaining renewal period available under the Lease. Notwithstanding anything to the contrary contained in the Lease, the Lease will automatically renew for any remaining renewal periods under the Lease existing prior to this Amendment, as well as for each of the successive Renewal Terms added pursuant to this Amendment unless ninety (90) days prior to the expiration of the then current term Lessee notifies Lessor that Lessee elects not to renew the Lease.
2. **Rent Term and Escalation:** Commencing on November 29, 2014, ("Rent Increase Date") and on the first anniversary of the Rent Increase Date and on each anniversary of the Rent Increase Date thereafter, rent shall increase by an amount equal to [REDACTED] of the rent payable for the year immediately preceding such increase. Lessor and Lessee agree that all rent and payments in accordance with this Amendment shall continue to be paid to, and all taxable income from the same shall be reported by, INTERSTATE 25 PROPERTIES.
3. **Onetime Payment:** Lessee shall pay to Lessor a onetime payment in the amount of [REDACTED] payable within thirty (30) days of Lessee's receipt of this fully executed Amendment. Such onetime payment is contingent on Lessee receiving the executed Amendment by December 21, 2007.
4. **Memorandum of Lease:** Upon written request by Lessee, Lessor shall fully cooperate with Lessee and execute a Memorandum of Lease that is recordable within the jurisdiction in which the Premises are located. Lessor agrees not to transfer, assign, sell, or convey any or all interest of the Premises to another party until Lessee records a Memorandum of Lease with the jurisdiction. This provision shall not apply to any sale or transfer of the Premises from Lessor to any member of Lessor's immediate family. For the purposes of this provision, Lessor's immediate family shall be defined as the parents, children or grandchildren of the Lessor.
5. **Full Force and Effect; Entirety; Amendment; Counterparts:** Except as modified herein, the Lease and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. This Amendment, together with the Lease, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

[SIGNATURES ON NEXT PAGE]

Monument, CO/#302418

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

**LESSOR: Interstate 25 Properties, Ltd.,**  
a Colorado limited partnership

**LESSEE: Spectrasite Communications, LLC,**

Delaware limited liability company

By: SpectraSite, LLC, its sole Member and Manager

By: American Tower Corporation, its sole Member and Manager

By  
Print Name  
Title  
Date

Robert S. Ferguson  
Robert S. Ferguson  
Gen. Partner  
12-6-07

By  
Print Name  
Title  
Date

Jason D. Hirsch  
Jason D. Hirsch  
Vice President, Land Management

12/7/07

FIRST AMENDMENT TO THE COMMUNICATIONS SITE LEASE  
(Colorado Ground Lease)

This FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE ("First Amendment") is made as of the latter signature date hereof (the "Effective Date") by and between INTERSTATE 25 PROPERTIES, LTD., a Limited Partnership ("Lessor") and TOWER ASSET SUB, INC., a Delaware corporation ("Lessee").

WHEREAS, Lessor and OneComm Corporation, N.A., a Delaware corporation, d/b/a Nextel Communications, who subsequently changed its name to Nextel West Corp., a Delaware corporation ("Nextel") entered into that certain Communications Site Lease dated ~~May 12, 1997~~ <sup>Sept 7, 1994</sup> (the "Lease"), whereby Lessor leased to Nextel certain real property, together with easements for ingress and egress and the installation and maintenance of utilities (collectively referred to as the "Premises"), for the construction, operation, and maintenance of a communications tower and other facilities on the Premises, all as more particularly set-forth therein; and

WHEREAS, Nextel assigned all of its right, title and interest in the Lease to Tower Parent Corp., a Delaware corporation, and Tower Parent Corp., subsequently transferred all its rights, title and interest in the Lease to Lessee by that certain Assignment of Leases dated April 20, 1999, in accordance with the terms of the Lease; and

WHEREAS, Lessee and Lessor desire to amend the Lease to extend the Lease term; and

WHEREAS, Lessee and AT&T Wireless or its affiliate ("AT&T") desire to enter into a license or sublease agreement through which AT&T will acquire from Lessee the right to collocate its telecommunications equipment on the Premises and to obtain Lessor's consent for the sublease or license; and

WHEREAS, the aforementioned modification will result in an increase in the current Rent as hereinafter provided.

NOW, THEREFORE, by mutual agreement of the parties and in consideration of the mutual promises, rights and obligations hereinafter set forth, the Lease is hereby amended as of the Effective Date follows:

1. Any capitalized terms used in this First Amendment that are not defined herein shall have the meanings given those terms in the Lease.
2. Term of Lease. The following is added to Paragraph 4 of the Lease:  
  
"4(a). Renewal Term. On December 1, 2004, this Lease shall be automatically extended for two (2) successive extension terms of five (5) years and shall escalate at five percent (5%) annually pursuant to Paragraph 3 of the Lease."
3. AT&T Collocation. Lessor consents to the AT&T sublease and/or license by Lessee and further consents for the installation of additional cabinets or shelter(s), antennas, and appurtenant

equipment on the Premises by AT&T. Effective upon AT&T commencing construction or installation of AT&T's telecommunication equipment on the Premises (the "AT&T Collocation Commencement Date"), the then-current Rent due under the Lease shall be increased by [REDACTED] annually (the "Additional Rent") and shall be due and payable within thirty (30) days of the date of the AT&T Collocation Commencement Date, pro rated for any partial year if the AT&T Collocation Commencement Date occurs prior to the anniversary date of the Lease. Such increase to the Rent shall hereinafter escalate in accordance with Paragraph 3 of the Lease.

4. Termination of Annual Rent Increase. If at any time during the term of the Lease, the including any extension periods, the AT&T sublease and/or license agreement is terminated, Lessee shall notify Lessor in writing of such termination and thereafter, Lessee shall not be required to pay the Additional Rent as defined in Paragraph 3 above and the Rent shall be duly adjusted to exclude such Additional Rent, giving full effect to any escalations thereto.

5. Memorandum. This First Amendment shall not be recorded by either party. However, within thirty (30) days of Lessee's written request, Lessor shall execute a Memorandum of Lease or Amendment Memorandum of Lease (the "Memorandum"), in form and content acceptable to Lessee, and return such Memorandum to Lessee. Lessee may record such Memorandum at Lessee's expense.

6. Survey. Lessor agrees and acknowledges that Lessee may, at Lessee's sole cost and expense, have a metes and bounds survey prepared of the Premises. Upon completion, the legal description of the Premises as shown on such survey shall thereafter become the legal description of the Premises.

7. Regulatory Approval. This Amendment is contingent upon Lessee receiving all necessary regulatory approval for the Additional Premises including, but not limited to, National Environmental Policy Act ("NEPA") and State Historic Preservation Officer ("SHPO") approval. In the event that all necessary regulatory approval is not granted, this Amendment shall become null and void.

8. Document Execution. Lessor agrees to execute any and all local, state and federal documents and/or applications requiring Lessor's signature that are related to approving or permitting the installation of additional telecommunications equipment on Lessee's communication tower facility, including but not limited to, the installation of antennas, shelters, cabinets, cables, and other necessary communications equipment. Lessor further agrees to execute any local zoning or building permit application that is in furtherance of improving the tower facility by sublessees, licensees, or Lessee.

9. Full Force and Effect: Except as modified herein, the Lease is hereby affirmed and remains unchanged and in full force and effect.



IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the latter date written below:

LESSOR:

INTERSTATE 25 PROPERTIES, LTD., a Limited Partnership

By: \_\_\_\_\_

Name: Robert Scott Ferguson

Title: Gen. Partner

Date: 4-15-03

LESSEE:

TOWER ASSET SUB, INC., a Delaware corporation

By: \_\_\_\_\_

Name: DANIEL E. REBEOR

Title: Director, Real Estate Operations  
A Duly Authorized Individual

Date: 4/17/2003

**COMMUNICATIONS SITE LEASE**  
(Colorado Ground Lease)

Dated September 7, 1994 between OneComm Corporation, N.A. a Delaware corporation ("OneComm"), and having its principal place of business at 4643 South Ulster Street, Suite 500, Denver, Colorado 80237, Attn: General Counsel, and Interstate 25 Properties, Ltd. ("Lessor"), having its principal place of business at 970 Corral Valley Road, Colorado Springs, CO 80929-9315.

1. **The Property.** Lessor is the record owner of a certain parcel of real property located in the State of Colorado, County of El Paso, commonly known as Parcel No. 71000-00-225, Monument, Colorado 80132 (the "Property"). A legal description of the Property is contained in Exhibit A to this Lease.

2. **Lease of the Premises.**

(a) Premises. Lessor hereby leases to OneComm and OneComm leases from Lessor that portion of the Property generally described as approximately twenty-five hundred (2,500') square feet of ground space, more particularly described as a fifty (50') foot by fifty (50') foot parcel of land in the northwest corner of the Property upon which OneComm shall construct certain communications facilities consisting of one eleven (11') foot by twenty (20') foot enclosed equipment shelter, one seventy-five (75') foot tree monopole and six omni and nine panel antennas (the "Premises"). A description of the Premises which may be used for legal purposes is contained in Exhibit B to this Lease. Lessor and OneComm hereby agree that the Premises including any Access Areas (defined herein) may be surveyed by a licensed surveyor at the sole cost of OneComm, and such survey shall then supplement Exhibit B, and become a part hereof and shall control to describe the Premises and Access Areas in the event of any discrepancy between such survey and the description of the boundary of the Premises contained herein. OneComm shall pay attorney fees not to exceed [REDACTED]

(b) OneComm Improvements. Following the Commencement Date, OneComm shall have the right to construct the Communications Site (defined herein) in accordance with the construction plans which OneComm shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide Lessor with five (5) days notice prior to the start of construction to permit Lessor to post notices of non-responsibility. All OneComm contractors and subcontractors shall be duly licensed in the state where the Property is located.

3. **Rent.**

(a) Base Rent. OneComm shall pay to Lessor as rent the sum of [REDACTED] per year, due and payable on the Commencement Date as rent, payable in advance during the initial five year term. Rent shall be increased annually by [REDACTED] from the previous years rent for each successive year during the initial lease term and extension term. OneComm shall provide within thirty (30) days of the commencement date of this Lease, one ESMR portable phone. OneComm will not provide the installation, activation or service of the phone. Said phone shall become the property of Lessor, including all manufactures warranties that apply.

(b) Utility Charge. OneComm shall install separate utility meters at the Premises and, when permitted by the serving utilities, OneComm shall be responsible directly to the serving utilities for all utilities required for OneComm use of the Premises.

4. **Term of Lease.** This Lease shall be for an initial term of five (5) years. OneComm shall have the right to extend its tenancy beyond the initial term for one (1) additional successive optional extension term of five (5) years. Sixty (60) days prior to the expiration of the fifth year in the five year extension period subsequent extensions to this lease will be negotiated.

5. **Commencement Date: Governmental Permits.** The initial term of this Lease shall commence on the earlier to occur of the first day of the first month following OneComm notice to Lessor in writing that OneComm has obtained all permits and approvals necessary for OneComm to be legally entitled to construct the Communications Site for providing radio communications services at the Premises, or December 1, 1994 (the "Commencement Date"). OneComm shall be permitted to occupy the Premises and commence construction of the Communications Site upon receipt of all such permits and approvals and notice to Lessor as required in Section 2. Any such pre-Commencement Date occupancy by OneComm shall be under all the terms and conditions of this Lease and OneComm shall pay any portion of one month's rent due for such occupancy with the first month's rent due hereunder.

6. **Use of the Premises.** OneComm shall use the Premises as one of OneComm radio communications sites (a "Communications Site") comprising OneComm system (the "System") for providing radio and wireless telecommunications services to the public, including Enhanced Specialized Mobile Radio, Specialized Mobile Radio, short messaging, wireless data and any other radio service which OneComm is legally authorized to provide to the public during the term of this Lease. A Communications Site, for purposes of this Lease, is a site at which radio, telephone and communications equipment is installed and used to send and receive radio signals to and from wireless telephones and other radio devices and to connect those signals to radio, telephone or other communications facilities either directly, by means of cables, or indirectly, by means of transmitting and receiving facilities (including microwave antennas) located at the Communications Site. OneComm shall not use the Premises for any other purposes without the written consent of Lessor.

7. **Easement.** Lessor hereby grants to OneComm for the duration of this Lease, or any extensions thereof, an unimpaired, non-exclusive easement and right of way in and over the access roads shown in Exhibit B (if any) ("Access Road"), the overhead or underground cable and utility runs shown in Exhibit B (if any) ("Service Easement"), the common areas at the Property and all areas necessary to provide physical access by personnel and equipment from the nearest public right of way, and utilities from the nearest service, to or from the Premises (the "Access Areas"). The rights granted to OneComm herein are for the purpose of installing,

constructing, maintaining, restoring, replacing, and operating OneComm equipment located within or on the Premises or such Access Areas, including, in the case of an emergency, the right to temporarily install a fuel powered electrical generator. Such rights shall include the right of ingress and egress, twenty-four (24) hours per day, seven (7) days per week over such Access Areas for access to or from any of OneComm equipment.

8. **Protections Against Interference.** Lessor will not grant a lease to any party for use of the Property, if such use would interfere with OneComm operation of the System. Any future lease of the Property which permits the installation of communication equipment shall be conditioned upon not interfering with OneComm operation of the Communications Site. Without limiting any other remedy in law or equity, OneComm shall have the right to terminate this Lease upon thirty (30) days' written notice in the event its reception or transmission is interfered with by other antenna equipment, or obstacles are constructed or operated in OneComm reception or transmission paths.

9. **Damage and Destruction.** If the Premises are, in whole or in part, damaged or destroyed then: (1) if wholly damaged or destroyed so that all of the Premises are rendered permanently unusable for reconstruction of a Communications Site, this Lease shall then terminate and OneComm shall be liable for the rent only up to the time of such destruction and any rent prepaid by OneComm shall be returned to OneComm; but (2) if only partially destroyed and still usable for construction of a Communications Site, OneComm shall, within a reasonable time, repair the Premises with a reasonable reduction of rent from the time of such partial destruction until the Premises are again as fully usable by OneComm as they were before such partial damage or destruction; provided, however, that OneComm shall not be required to rebuild the Communications Site if: (i) such partial damage or destruction shall occur within three (3) months prior to the termination of this Lease; (ii) OneComm continues to pay the rental amounts due hereunder and the Premises are maintained in a safe and sanitary condition; or (iii) such damage and destruction is directly caused by the negligence or misconduct of Lessor. A decision as to whether partially destroyed or partially condemned (for purposes of Section 10) Premises are still usable for reconstruction of a Communications Site, shall be made jointly by Lessor and OneComm, and, if they cannot agree, by an arbitrator reasonably acceptable to both parties.

10. **Condemnation.** If all or part of the Premises is taken by condemnation such that the Premises are no longer usable for reconstruction of a Communications Site, this Lease shall terminate unless OneComm equipment and improvements can be relocated to another position at the Property acceptable to OneComm and Lessor. OneComm shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of OneComm equipment and improvements and costs of relocation.

11. **Need to Prevent Unsupervised Access.** OneComm communications equipment is highly sensitive and any entry onto the Premises which could damage or interfere with it must be controlled. Accordingly, although Lessor may have a key to the Premises, Lessor shall not enter the Premises (other than in an emergency) unless it has given OneComm twenty-four (24) hours' actual notice. In case of emergency, Lessor shall make reasonable efforts to notify OneComm prior to entering the Premises.

12. **Termination by OneComm.** OneComm may terminate this Lease for cause upon the giving of thirty (30) days' written notice to Lessor if any of the following events occur: (a) OneComm fails to obtain or loses any necessary permits, approvals or orders and is thereby unable to use the Premises as a Communications Site; (b) If OneComm determines at any time that the Property is not appropriate for locating OneComm communication equipment for technological reasons, including, but not limited to, signal interference or (c) Lessor fails to comply with any term, condition or covenant of this Lease and does not cure such failure within thirty (30) days after written notice thereof or in the event of a cure which requires in excess of thirty (30) days to complete, if Lessor has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. OneComm shall have the right to cure any default by Lessor following such notice and cure period and to deduct the cost of such cure from rent due hereunder upon presentation of an accounting of such costs to Lessor. Additional provisions concerning termination are set forth in Exhibit D attached hereto.

13. **Termination by Lessor.** Lessor may terminate this Lease upon the occurrence of any of the following: (a) failure by OneComm to pay any rent required hereunder when due if such failure shall continue for more than ten (10) calendar days after delivery to OneComm of notice of such failure to make timely payment; (b) failure by OneComm to comply with any material term, condition or covenant of this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice thereof to OneComm, or in the event of a cure which requires in excess of thirty (30) days to complete, if OneComm has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion; or (c) if OneComm becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or is adjudged bankrupt or insolvent in proceedings filed against OneComm thereunder, or if a receiver or trustee is appointed for all or substantially all of the assets of OneComm due to OneComm insolvency.

14. **Exercise of Options to Extend.** OneComm shall have successive options to extend the term of this Lease for the successive extension period set forth in Section 4 of this Lease, on the terms, covenants and conditions. OneComm shall be deemed to have timely exercised this one option without further notice to Lessor unless OneComm shall provide written notice to Lessor not less than ten (10) days prior to the expiration of the then current term of OneComm intent to terminate the Lease at the end of that term.

15. **Warranties and Covenants of Lessor.** Lessor warrants and covenants that (a) Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that OneComm, upon the faithful performance of all of the terms, conditions and obligations of OneComm contained in this Lease, shall peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof; (b) Lessor shall deliver the Premises to OneComm clean and free of debris on the Commencement Date and shall maintain the Property in a manner which will not interfere with OneComm use of the Premises as contemplated hereby; (c) OneComm may at its own expense install any and all additional utilities service facilities which are so required; (d) Lessor shall, during the term hereof, make payment of all real and personal property taxes and general and special assessments levied against the Property and the Premises which it has the

real and personal property taxes and general and special assessments levied against the Property and the Premises which it has the duty to pay within the time allowed by the taxing authorities in order to avoid penalty and OneComm shall compensate Lessor for any real and personal property taxes directly attributable to the value of improvements placed upon the Premises by OneComm within a forty-five (45) day period; and (e) OneComm shall have access to the Premises from the nearest public way at all times and all security gates and access roads (if any) shall be operational.

16. **Warranties and Covenants of OneComm.** OneComm warrants and covenants that throughout the term of this Lease, OneComm shall maintain comprehensive liability insurance, naming Lessor as an additional insured, protecting and indemnifying Lessor and OneComm against claims and liabilities for injury, damage to persons or property, or for the loss of life or of property occurring upon the Premises resulting from any act or omission of OneComm, its employees, agents, contractors, and subcontractors. Such insurance shall afford minimum protection of not less than \$1,000,000 for injury to or death of any one person, \$2,000,000 for injury or death of two or more persons, and \$1,000,000 for property damage. OneComm shall furnish Lessor with a certificate indicating the applicable coverage upon request. OneComm shall maintain the Premises in a clean, safe and sanitary condition throughout the Lease Term.

17. **Liability and Indemnification.** OneComm shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of improvements authorized herein, and shall fully indemnify Lessor against any loss, cost or expense which may be sustained or incurred by Lessor as a result of the installation, operation or removal of such improvements. Except for the acts of Lessor and Lessor's agents or employees Lessor shall not be liable to OneComm for any loss or damages arising out of personal injuries or property damage on the Premises.

18. **Title To and Removal Of OneComm Equipment.** Title to OneComm equipment, and all improvements installed at and affixed to the Premises or Property by OneComm shall be and shall remain the property of OneComm. Lessor hereby waives any lien rights it may have or acquire with respect to such property and shall promptly execute any document, required by any supplier, lessor, or lender of such property which waives any rights Lessor may have or acquire with respect thereto. OneComm may, at any time, including any time it vacates the Premises, remove OneComm improvements, equipment, fixtures, and all of OneComm personal property from the Premises, but OneComm shall be required to remove any concrete building material for the tower or equipment shelter to a depth of three (3') feet but not any underground cable or conduit.

19. **Holding Over.** If OneComm holds over after this Lease has been terminated, the tenancy shall be month-to-month, subject to the provisions of this Lease.

20. **Surrender.** Upon termination of this Lease, OneComm shall remove the equipment and improvements installed at the Premises by OneComm except as set forth in Section 18, and shall surrender the Premises in as good order and condition as when first occupied by OneComm, ordinary wear and tear and damage by fire or other casualty excepted.

21. **Assignment and Subletting.** OneComm shall not assign, sublet or otherwise transfer or encumber all or any part of OneComm interest in this Lease without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Notwithstanding the foregoing, OneComm may assign or sublet its interest in this Lease or may assign or sublet the Premises, or any portion thereof, without Lessor's consent, to any entity which controls, is controlled by, or is under the common control with OneComm, or to any entity resulting from any merger or consolidation with OneComm, or to any partner of OneComm or to any partnership in which OneComm is a general partner, or to any person or entity which acquires all of the assets of OneComm as a going concern, or to any entity which obtains a security interest in a substantial portion of OneComm assets. Lessor hereby consents to: the assignment by OneComm of its rights under this Lease as collateral security to any entity which provides financing for the purchase of the equipment to be installed at the Premises; and the license of portions of the Premises to communications users similar to OneComm. Any such assignment, subletting or transfer shall not relieve OneComm of its obligations under this Lease. Should Lessor sell, lease, transfer or otherwise convey all or any part of the Property to any transferee other than OneComm, then such transfer shall be subject to this Lease and all of OneComm rights hereunder and the easement rights of OneComm to the Access Areas. Notwithstanding the above, OneComm shall not sub-lease any portion of the leased Premises to any party. However, OneComm is allowed to sub-lease space on its seventy-five (75') foot tree monopole.

22. **Notices and Other Communications.** Every notice required by this Lease shall be delivered either by (i) personal delivery, or (ii) postage prepaid return receipt requested certified mail addressed to the party for whom intended at the addresses appearing in the first paragraph of this lease or at such other address as the intended recipient shall have designated by written notice. A copy of each notice sent to OneComm shall be sent to: Paul B. Albritton, Mackenzie & Albritton, One Maritime Plaza, Suite 710, San Francisco, CA 94111 and OneComm Corporation, 4643 South Ulster Street, Suite 500, Denver, Colorado 80237 Attn: Linda Augustine

23. **Hazardous Substances.** OneComm agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to, use generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor and OneComm each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.



24. **Waivers.** Any waiver of any right under this Lease must be in writing and signed by the waiving party.

25. **Written Agreement to Govern.** This Lease is the entire understanding between the parties relating to the subjects it covers. Lessor acknowledges that this Communications Site Lease, once executed by Lessor, constitutes an offer to OneComm which shall not be binding upon the parties until accepted by OneComm authorized signature below.

26. **Attorneys' Fees.** The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.

27. **Further Assurances.** In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated in this Agreement including, without limitation: execution of all applications, permits and approvals required of Lessor for construction of the Communications Site by OneComm; cooperation in obtaining Non-Disturbance Agreements from holders of senior encumbrances on the Property; and execution of a Short Form Lease and a Memorandum of Commencement hereof in form appropriate for recording in the county in which the Premises are situated.

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

OneComm Corporation N.A., a Delaware corporation

By: [Signature]  
Title: **Vice President, Network Development**

Printed Name: **DANNY E. STROUD**

Date: Oct 15, 1994

Interstate 25 Properties, Ltd.

By: [Signature]

Title: General Partner

Printed Name: Robert Scott Ferguson

Date: 10-2, 1994

Federal Tax I.D. No: \_\_\_\_\_

(seal)

SCHEDULE OF EXHIBITS:      Exhibit A (the "Property");      Exhibit B (the "Premises");      Short Form of Lease

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

OneComm Corp.  
4643 South Ulster Street, Suite 500  
Denver, Colorado 80237  
Attn: Michael R. Carper, Esq.

**SHORT FORM OF LEASE**

THIS SHORT FORM OF LEASE is made and entered into as of this 1st day of December, 1994, by and between Interstate 25 Properties, Ltd. ("Lessor") and OneComm Corporation, N.A. a Delaware corporation ("OneComm").

**WITNESSETH:**

That Lessor hereby leases to OneComm and OneComm hereby leases from Lessor a portion of that certain real property in the County of El Paso, State of Colorado, a legal description of which is shown in Exhibit A attached hereto and incorporated herein by reference, under the terms and conditions of the unrecorded Lease Agreement by and between Lessor and OneComm dated 12-15-1994, and incorporated herein by reference (the "Lease Agreement"), for an initial term of five (5) years, and one (1) subsequent optional extension terms of five (5) years each, with a term commencement date of no later than December 1, 1994 pursuant to the terms of the Lease Agreement. The portion of the real property leased by Lessor to OneComm is that portion depicted on Exhibit B attached hereto and incorporated herein by reference. The Lease agreement provides for access and utility easements during the term of the Lease over Access Areas defined therein and also states, "Any future lease of the Property which permits the installation of communication equipment shall be conditioned upon not interfering with OneComm operation of the Communications Site." All of the Lessor's covenants under the Lease are intended to and shall inure to the benefit of OneComm and its successors.

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

OneComm Corporation, N.A. a Delaware  
corporation

By: [Signature]  
Title: Vice President, Network Development

Interstate 25 Properties, Ltd.

By: [Signature]  
Mr. Robert Scott Ferguson

Title: General Partner

(seal)

**ACKNOWLEDGMENTS**

State of Colorado )  
County of Denver )

The foregoing instrument was acknowledged before me, this 12th day of October, 1994, by Darryl Stine as Vice President of OneComm, a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: May 18, 1995

[Signature]  
Notary Public

ACKNOWLEDGMENTS CONTINUED

State of Colorado )  
County of EL PASO )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 1994, by Robert Scott Ferguson  
and \_\_\_\_\_ as General Partner of Interstate 25 Properties Ltd.  
a Colorado Partnership.

WITNESS my hand and official seal.

My commission expires: 2-8-97

Ramiro Sanchez  
Notary Public

State of Colorado )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
a \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT 'A'**

to the Communication Site Lease dated October 18, 1994  
between Interstate 25 Properties, Ltd., as Landlord, and  
OneComm Corporation, as Tenant

**Legal Description**

The property is legally described as follows:

PARENT PARCEL book 5501 page 684

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet south of the Northwest corner of said Section 2; Thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89 degrees 12 minutes East, 584.4 feet; Thence South 84 degrees 20 minutes East along the right of way of Interstate Highway No. 25, 132.10 feet; Thence continue on said right of way line South 44 degrees 27 minutes 30 seconds East, 76.8 feet; Thence along said right of way line South 4 degrees 36 minutes East, 500 feet; Thence continuing along said right of way, Southerly, to the South line of the West Half of the Southwest quarter of said Section 2; Thence along said South line, South 89 degrees 41 minutes West, 450.5 feet to the Southwest corner of said section 2; Thence North 2 degrees 30 minutes West, 393.61 feet; Thence North 56 degrees 59 minutes West, 309.7 feet; Thence North 7 degrees 33 minutes East, 193.38 feet; Thence North 29 degrees 5 minutes East, 349.31 feet; Thence North 16 degrees 50 minutes East, 281.11 feet; Thence North 26 degrees 53 minutes East, 502.06 feet; Thence North 4 degrees 58 minutes West, 507.05 feet; Thence North 22 degrees 6 minutes West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; Thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in book 2270 at page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at page 409 and to the Town of Monument recorded in book 2997 at page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

**EXHIBIT 'B'**  
(page 1 of 2)

to the Communication Site Lease dated 10-18-94,  
between Interstate 25 Properties, Ltd., as Landlord, and  
OneComm Corporation, as Tenant.

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

A parcel of land located in the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 2, Thence South zero degrees 5 minutes 27 seconds East, a distance of 2,448.14 feet along the West line of said Section 2; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 20.12 feet to the Southwest corner of the Vumore Video of Colorado Springs, Inc. parcel; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 259.03 feet along the South line of the Vumore Video parcel; Thence South zero degrees 10 minutes 20 seconds West, a distance of 99.72 feet along the West line of the Vumore Video parcel; Thence South 89 degrees 49 minutes 40 seconds East a distance of 150 feet along the South line of the Vumore Video parcel; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to the true point of beginning; Thence South zero degrees 10 minutes 20 seconds West, a distance of 50 feet; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 50 feet; Thence North zero degrees 10 minutes 20 seconds East, a distance of 50 feet; Thence South 89 degrees 49 minutes 40 seconds East a distance of 50 feet to the true point of beginning. The above described parcel contains 2,500 square feet or 0.60 acres, more or less.

**EASEMENT DESCRIPTION**

**20 foot Ingress-Egress & Utility easement on the Interstate 25 Properties, Ltd., parcel**

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 5501 at page 685, being a portion of the Northwest and Southwest one quarters of Section 2, and the Southeast one quarter of Section 3, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southeast corner of the Vumore Video parcel as described by deed recorded in book 2313 at page 409; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet to a point on the South line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to a point on the lease parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Northeast corner of the lease parcel, and the point of terminus of this easement.

**EXHIBIT "B"**

(page 2 of 2)

To the Communication Site Lease Dated 10-18-94  
between Interstate 25 Properties, Ltd., as Landlord, and  
OneComm Corporation, as Tenant

**EASEMENT DESCRIPTION**

**20 foot Ingress-Egress & Utility easement on the Vumore Video parcel**

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 2313 at page 409, being a portion of the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southwest corner of the Vumore Video parcel; Thence North zero degrees 5 minutes 27 seconds West, a distance of 35 feet to a point on the West line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 80 feet; Thence South 82 degrees 52 minutes 9 seconds East, a distance of 212.8 feet; Thence South 72 degrees 48 minutes 12 seconds East, a distance of 94.73 feet; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 83 feet to the South line of the Vumore video parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Southeast corner of the Vumore Video parcel, and the point of terminus of this easement.