

**FIRST AMENDMENT TO
OPTION AND SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (the "First Amendment") is entered into this 1st day of July, 2009, by and between KIT CARSON RIDING CLUB, INC., a Colorado non-profit corporation, with a mailing address of P.O. Box 88075, Black Forest, Colorado 80908 (hereinafter referred to as "Landlord") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney in Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and Qwest Wireless, L.L.C., a Delaware limited liability company ("Original Tenant") entered into an Option and Site Lease Agreement dated May 21, 2001 (the "Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Landlord (the "Site"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, STC Five LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease has an initial term that commenced on September 17, 2002 and expires on September 16, 2027 ("Initial Term"); and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are 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 Lease.

2. Term. At the conclusion of the Initial Term (September 16, 2027), Tenant shall be entitled to six extensions of five years each, with the final lease extension expiring on September 16, 2057 (each extension is referred to as a "Renewal Term"). The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least ninety days prior to the expiration of the then current five year term.

3. Single Rent Increase. Upon the commencement of the Lease year beginning September 17, 2009, the Annual Rent will be increased once to [REDACTED] per year. Thereafter, the Annual Rent, as increased by the preceding sentence, shall be adjusted in accordance with Section 6 of the Lease, as amended by this First Amendment.

4. Rent. Effective upon the Lease year beginning September 17, 2009, the rent schedule in Section 6(a) of the Lease will be deleted in its entirety and the following will be inserted in its place:

Commencing on September 17, 2009, and on the anniversary of that date each year thereafter (the "Adjustment Date"), the Annual Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published one (1) year and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the amount of the most recent Annual Rent. Notwithstanding the foregoing, in no event shall the Annual Rent decrease below the amount of the most recent Annual Rent.

5. Additional Site Area: Landlord and Tenant agree that the Site, as described in Section 1 of the Lease, is hereby expanded in size to include additional space, which consists of a 760.6 square foot parcel of real property adjacent to the existing Site (the "Additional Site

Area"). The Site and Additional Site Area are more particularly described on Exhibit "A" attached hereto and shown on the site plan attached hereto as Exhibit "B". Any conflicts between the description of the Site found in the Lease and those found in this First Amendment shall be resolved in favor of the descriptions attached to this First Amendment. Rent for the Additional Site Area will be [REDACTED] per month ("Additional Rent"). Tenant's obligation to pay Additional Rent will commence on July 1, 2009. The Additional Rent is subject to increase and is payable in accordance with Section 6 of the Lease, as amended by this First Amendment. In the event Tenant ceases to use the Additional Site Area, Tenant's obligation to pay the Additional Rent shall likewise terminate upon the removal of any improvements located on the Additional Site Area.

6. Consideration. In consideration for amending the Lease, Tenant will pay Landlord [REDACTED] within sixty days of full execution of this First Amendment.

7. Estoppel. Landlord and Tenant agree as follows:

(a) Landlord and Tenant agree that Tenant is the current Tenant under the Lease, the Lease is in full force and effect, as it may have been previously amended and as amended herein, and the Lease contains the entire agreement between Landlord and Tenant with respect to the Site.

(b) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(c) Landlord is the owner of the fee interest in the Site.

(d) The individual executing this First Amendment on behalf of Landlord is authorized to do so and has the full power to bind Landlord.

(e) Should Tenant's lender (together with its successors and assigns, "Lender") take on all rights and responsibilities of the Lease and exercise any rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase

option(s) set forth in the Lease, Landlord agrees to accept such exercise of rights by Lender as if same had been exercised by Tenant.

(f) If there shall be a monetary default by Tenant under the Lease, Landlord shall accept the cure thereof by Lender within any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Tenant under the Lease, Landlord shall accept the cure thereof by Lender within any grace period provided to Tenant under the Lease to cure such default prior to terminating the Lease.

(g) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein without the prior written consent of Lender.

(h) Upon request from Tenant and on a timely basis Landlord will execute and deliver and/or cooperate to obtain a statement in writing certifying, among other things, the Lease is in full force and effect, the dates to which the rent has been paid and whether, to the best of Landlord's knowledge, any defaults of Tenant exist under the Lease.

(i) Landlord and Tenant agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified by the parties and the parties agree that no breaches or defaults exist as of the date of this First Amendment.

8. Notices. Tenant's notice address as stated in Section 16 of the Lease is amended as follows:

TENANT'S PRIMARY CONTACT

STC Five LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

9. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may

be reasonably requested by Tenant. In the event the Landlord's Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. Letter Agreement. In the event of any inconsistency or conflict between the terms of this First Amendment and that certain Letter Agreement by and between Landlord and Tenant dated August 14, 2008, this First Amendment will govern and control. In the event Landlord (as defined in this First Amendment) includes any individual or entity that was not a party to the Letter Agreement, such individual or entity agrees to be bound by the Landlord's (as defined in the Letter Agreement) obligations, representations, and warranties set forth in the Letter Agreement.

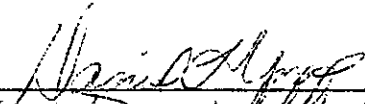
11. Remainder of Lease Unaffected. The balance of the Lease is hereby amended to reflect the purpose of this First Amendment. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control. Unless otherwise expressly defined herein, the terms in this First Amendment shall have the same meanings assigned to such terms in the Lease. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature pages follow]

This First Amendment is executed by Landlord as of the date first written above.

LANDLORD:

KIT CARSON RIDING CLUB, INC., a
Colorado non-profit corporation

By: 
Print Name: Daniel L. Gapp
Title: KCRC President

[Tenant Execution Page Follows]

This First Amendment is executed by Tenant as of the date first written above.

TENANT:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a
Delaware limited liability company
Its: Attorney In Fact

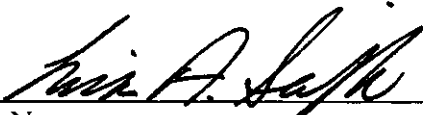
By: 
Print Name: Lisa Sedgwick
Title: RET Manager

EXHIBIT "A"

(Legal description of Site and Additional Site Area)

SITE:

THAT PORTION OF LOT 1 IN BLOCK 1 IN CARPENTER SUBDIVISION, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE S 09°25'59"E (BEARINGS ARE BASED ON GEODETIC NORTH, ACCORDING TO WGS 84 PROJECTION, BEARINGS ARE RELATIVE TO THE BEARINGS OF SAID CARPENTER SUBDIVISION IF ROTATED 2°6'42" CLOCKWISE) A DISTANCE OF 418.66 FEET TO THE POINT OF BEGINNING; THENCE S 02°36'13"E, 19.00 FEET; THENCE S 87°23'47"W, 18.00 FEET; THENCE N 02°36'13"W, 19.00 FEET; THENCE N 87°23'47"E, 18.00 FEET TO THE POINT OF BEGINNING, CONTAINING 342.0 SQUARE FEET OF LAND, MORE OR LESS.

ADDITIONAL SITE AREA:

THAT PORTION OF LOT 1 IN BLOCK 1 IN CARPENTER SUBDIVISION, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE S 04°45'12"E (BEARINGS ARE BASED ON GEODETIC NORTH, ACCORDING TO WGS 84 PROJECTION, BEARINGS ARE RELATIVE TO THE BEARINGS OF SAID CARPENTER SUBDIVISION IF ROTATED 2°6'42" CLOCKWISE) A DISTANCE OF 402.97 FEET TO THE POINT OF BEGINNING; THENCE N 87°23'47"E, 48.00 FEET; THENCE S 02°36'13"E, 32.00 FEET; THENCE S 87°23'47"W, 13.33 FEET; THENCE N 02°36'13"W, 19.00 FEET; THENCE S 87°23'47"W, 18.00 FEET; THENCE N 02°36'13"W, 7.00 FEET; THENCE S 87°23'47"W, 16.67 FEET; THENCE N 02°36'13"W, 6.00 FEET TO THE POINT OF BEGINNING, CONTAINING 760.6 SQUARE FEET OF LAND, MORE OR LESS.

ACCESS EASEMENT:

A 12.0 FOOT WIDE STRIP OF LAND ACROSS A PORTION OF LOT 1 IN BLOCK 1 IN CARPENTER SUBDIVISION, EL PASO COUNTY, COLORADO, BEING 6.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE S 89°38'11"E (BEARINGS ARE BASED ON GEODETIC NORTH, ACCORDING TO WGS 84 PROJECTION, BEARINGS ARE RELATIVE TO THE BEARINGS OF SAID CARPENTER SUBDIVISION IF ROTATED 2°6'42" CLOCKWISE) ALONG THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 100.56 FEET TO THE POINT OF BEGINNING; THENCE S

15°55'16"W, 252.84 FEET; THENCE S 05°34'27"W, 66.81 FEET; THENCE S 00°52'04"W, 85.77 FEET; THENCE N 87°23'47"E, 57.72 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID STRIP EXTEND OR SHORTEN AS NECESSARY TO INTERSECT THE BOUNDARY LINE THAT THE POINT OF BEGINNING IS PART OF, AND THE AFOREMENTIONED LEASE AREA THAT THE POINT OF TERMINUS IS PART OF.

EXHIBIT "B"
(Site Plan of Additional Site Area)

[illegible]

ORIGINAL

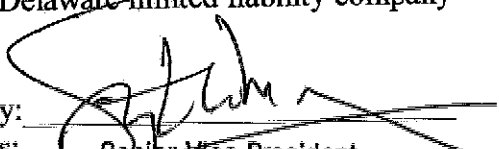
CO-LOCATION DOCUMENT

This Co-Location Document is being filed in order to comply with the El Paso County Planning Department's condition, which requires Qwest Wireless L.L.C., a Delaware limited liability company ("Qwest") to record a co-location document prior to obtaining a building permit.

During the term of the Option and Site Lease Agreement, dated May 21, 2001 between **Kit Carson Riding Club, Inc.**, and Qwest, Qwest will have sole and exclusive rights to add radio and transmitting and receiving equipment to the wireless telecommunications facility ("Site"). Notwithstanding the foregoing, Qwest will review submittals from any other party ("Co-locators") requesting permission to place any type of antenna on the Site or the property where this Site is located. All Co-locator's requests must be submitted in writing complete with a Qwest co-location application which includes all technical specifications for the antenna facilities, supports, mounts and coaxial in order to perform the necessary structural analysis. The Co-locator shall: (1) supply all their frequencies and power levels; (2) deliver engineering studies or other appropriate evidence that (a) installation of Co-locator's equipment will not interfere with Qwest's operations at the Site, or the operations of any other pre-existing Co-locator, and (b) the Site's structural integrity is not endangered; and (3) any other additional documents or information that Qwest may request. In addition to the foregoing, Qwest requires at least 10 feet (10') of separation space from its antenna array and any equipment of the Co-locator. Qwest will make reasonable efforts to complete its review of the above information within 30 days after receipt of the same. The approval of any Co-locator's equipment on the Site will be at Qwest's sole and absolute discretion.

Dated this 13th day of December, 2001

Qwest Wireless L.L.C.,
a Delaware limited liability company

By: 
Its: Senior Vice President
Operations & Engineering

OPTION AND SITE LEASE AGREEMENT - SITE # CSP154D

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into as of the 21st day of May, 2001 (the "Effective Date") by and between Kit Carson Riding Club, Inc., a Colorado corporation ("Landlord") and Qwest Wireless, L.L.C., a Delaware limited liability company ("Tenant").

WHEREAS, Landlord is the owner of certain real property located at 8150 Black Forest Road, Colorado Springs, Colorado, as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Landlord's Property"); and

WHEREAS, Tenant desires to obtain an option to lease that portion of Landlord's Property as more particularly described in Exhibit B attached hereto and made a part hereof by this reference (the "Site"), upon the terms and conditions set forth herein.

WHEREFORE, Landlord and Tenant agree as follows:

OPTION

1. Grant of Option; Option Consideration. Landlord, for and in consideration of [REDACTED] the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Tenant, its successors and assigns, an option (the "Option") to lease the Site upon the terms and conditions set forth herein.

2. Option Period; Exercise of Option. The term of the Option (the "Option Period") shall commence as of the Effective Date and end as of the date eighteen (18) months thereafter. Tenant may, in its sole discretion, extend the Option Period by six (6) additional months by providing Landlord with written notice prior to the expiration of the original Option Period and by simultaneously paying Landlord the sum of [REDACTED]. Tenant may exercise the Option at any time during the Option Period by delivering written notice thereof to Landlord. Upon Tenant's exercise of the Option, Section 1 through 4 of this Agreement shall merge into a lease subject to the terms and conditions set forth in Section 5 through 17 of this Agreement (the "Lease"). Such notice shall specify the date upon which the Lease Term (as defined below) shall commence (the "Lease Commencement Date"), which shall occur no later than thirty (30) days following the date of Tenant's exercise notice (the "Exercise Date"). In the event that Tenant has not exercised the Option on or before the expiration of the Option Period, this Agreement shall terminate and the parties shall be relieved of any further obligations hereunder, except for those that, by their terms, survive the termination of this Agreement.

3. Due Diligence. At any time during the Option Period, Tenant, its employees, agents and contractors shall have the right to enter upon the Landlord's Property to investigate the Site and all matters relevant to the physical condition thereof and the suitability of the Site for the Permitted Uses (as defined below). Such right shall include, without limitation, the right to inspect, examine, sample and conduct all engineering or environmental tests or studies of the Site, to review the condition of title to Landlord's Property and the Site, and to apply for and obtain all licenses and permits required for the Permitted Uses from all applicable governmental or regulatory entities. All such investigations shall be conducted at Tenant's sole expense. Tenant shall not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant shall be liable for any damage, loss or destruction to the Site as a result of conducting any investigations in accordance with this Section; provided, however, Tenant's mere discovery of an adverse condition on the Site shall not, in and of itself, trigger Tenant's obligations herein, except to the extent Tenant's employees, agents or contractors worsen the adverse condition.

4. Utilities. During the Option Period, Tenant may, at its sole expense, install or improve utilities within or on Landlord's Property or the Site to serve the Site, including, without limitation, power, telephone services, and any other utility services that Tenant deems necessary or advisable. Tenant shall keep Landlord's Property and the Site free and clear of any mechanics' or materialmen's liens. In the event that Tenant does not exercise the Option, as of the expiration of this Agreement, Tenant shall, at its sole expense and upon written request from Landlord given within five days after the expiration of this Agreement, remove all such utilities and shall restore Landlord's Property and the Site to substantially its original condition.

LEASE

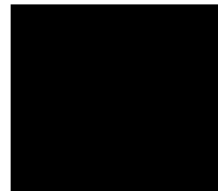
The lease provisions contained in the remaining Sections of this Agreement shall become effective only upon the Exercise Date.

5. Term. Upon Tenant's exercise of the Option, Landlord leases to Tenant, and Tenant leases from Landlord, the Site, together with a right of access to the Site across Landlord's Property in accordance with the terms hereof, for a term of twenty-five years (the "Lease Term") from and after the Lease Commencement Date, unless this Agreement is earlier terminated in accordance with the terms hereof.

6. Rent.

a. Each year during the Lease Term, Tenant shall pay annual rent to Landlord in accordance with the schedule below ("Annual Rent"). Annual Rent shall be payable in advance to Landlord on or before the first day of each calendar year. If the term of the Lease commences on a day other than the first day of a calendar year or ends on a day other than the last day of a calendar year, then Annual Rent shall be appropriately prorated. As used herein, "Lease Year" shall mean the first 12 full calendar months during the Lease Term (plus in the first Lease Year the first partial calendar month, if any) and each 12 calendar year period thereafter.

Lease Year 1-5
Lease Year 6-10
Lease Year 11-15
Lease Year 16-20
Lease Year 20-25



b. Annual Rent shall be made payable to Landlord and sent to Landlord's address as set forth herein, or as directed by Landlord from time to time.

c. Within thirty (30) days following receipt of proof from Landlord as to such charges, Tenant shall pay to Landlord as additional rent any increase in real property taxes levied against the Site that are directly attributable to Tenant's use and improvement of the Site.

d. Tenant may, in its sole discretion, provide a separate meter for power consumption on the Site and Tenant shall pay when due all charges for such power to the appropriate suppliers. In the event that Tenant elects not to separately meter its power consumption, Landlord will provide power to Tenant and, Tenant shall pay to Landlord a separate payment of [REDACTED] payable in advance on or before each anniversary of the Lease Commencement Date with the first payment due on or before the Lease Commencement Date. The parties agree and acknowledge that [REDACTED] is a fair and accurate estimate of the actual cost of power that Tenant's facilities will consume on an annual basis, and such payment shall not be subject to adjustment by Landlord.

7. Permitted Uses. Tenant shall have the right to use and possess the Site for any and all purposes involving, relating to or supporting telecommunications (the "Permitted Uses"). The term "Permitted Uses" expressly includes, without limitation, the right to install, construct, reconstruct and maintain on the Site any communication facilities, including, without limitation, radio and other storage structures and other improvements relating thereto (collectively, "Communications Facilities"). All Communications Facilities installed or erected by Tenant shall be deemed personal property, and Tenant shall retain title to all such Communications Facilities. Tenant shall comply with all applicable laws in connection with the Permitted Uses and Communications Facilities.

a. Tenant shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Site at any time during the Lease Term so long as such activity is consistent with the Permitted Uses. Tenant may erect fences or other barriers to prevent interference with its Communications Facilities.

b. Tenant shall have the right to use all or any part of Landlord's Property at all times for purposes of vehicular and pedestrian access to the Site without Landlord's consent, provided, however, Tenant shall use reasonable efforts to notify Landlord in advance of Tenant's proposed construction, maintenance or repair activities to be performed at the Site in order to coordinate such activities with Landlord's operations. Notwithstanding the foregoing, in cases of emergency, Tenant shall have no obligation to notify Landlord in advance of any such entry. Landlord shall maintain all access roadways from the nearest public road to the Site in a manner sufficient to allow pedestrian and vehicular access to the Site under normal weather conditions. Landlord shall provide Tenant with access to the Site twenty-four (24) hours per day, seven (7) days per week.

c. Tenant shall have the right, at its sole expense, to install or improve utilities within or on Landlord's Property or the Site to service the Site.

8. Interference.

a. Tenant shall not use the Site in any way that interferes with the existing use by (i) Landlord or (ii) tenants or licensees of Landlord holding rights to the Landlord's Property on the Effective Date ("Existing Tenants").

b. Landlord warrants to Tenant the use and quiet enjoyment of the Site. Landlord agrees that it shall not use, nor shall it permit its tenants, employees, invitees or agents to use, any portion of the Site or Landlord's Property in any way which would interfere with Tenant's telecommunications operations, provided that continued use by Landlord or Existing Tenants in the same manner as existed as of the Effective Date shall not constitute interference with Tenant's telecommunications operations.

c. In the event Landlord elects to permit a third party to use any of Landlord's Property for the purpose of installing Communications Facilities, Landlord shall, thirty (30) days prior to the issuance of such authority, deliver to Tenant engineering studies or other appropriate evidence that such use will not interfere with Tenant's operations at the Site. Should Tenant determine, based on such materials or on its own studies, that the third party will interfere with Tenant's operations, and so notify Landlord in writing, then Landlord shall not permit the third party to use the Landlord's Property.

9. Environmental Matters.

a. Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Site associated with Tenant's use of Hazardous Materials on, at or under the Site.

b. Landlord will be solely liable for and will defend, indemnify and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Site with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Site by Tenant.

c. "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state or local environmental or safety law or regulation including, but not limited to, CERCLA.

d. Notwithstanding anything to the contrary contained in this Lease, Landlord agrees that Tenant may use or store sealed batteries and/or generators on the Site for use in connection with Tenant's Communications Facilities, together with small amounts of customary cleaning supplies, all handled in accordance with all applicable laws.

e. The obligations of this Section shall survive the expiration or other termination of this Agreement.

10. Insurance/Indemnification.

a. Tenant shall maintain at its expense commercial general liability insurance covering actions by Tenant providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or Site damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of Site, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Tenant hereunder. Each party shall indemnify and defend the other against loss from their negligent acts and the negligent acts of their employees, agents, licensees and invitees. Notwithstanding the foregoing, neither Landlord nor Tenant shall be liable to the other for any consequential damages.

b. At all times during the term of this Agreement and the Lease, Landlord will carry and maintain fire and extended coverage insurance covering the Landlord's Property, and its equipment in amounts not less than their full replacement cost. Landlord shall also carry commercial general liability insurance in amounts reasonably determined by Landlord.

c. Notwithstanding any other provision of this Agreement or the Lease to the contrary, Landlord and Tenant each waives any and all rights to recover against the other, or against the employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this section or any other property insurance actually carried by such party. Landlord and Tenant, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Site.

11. Condemnation. In the event of any exercise of eminent domain or condemnation with respect to any of the Site, Landlord shall be entitled to receive the total award paid or payable as a result of such taking attributable to the value of the portion of the Site or Landlord's Property so taken. Notwithstanding the foregoing, Tenant shall be entitled to any separate award paid or payable to Tenant that is attributable to the value of any of Tenants Communication Facilities, the value of the unexpired Lease Term, or to moving expenses incurred as a result of such taking.

12. Assignment and Subleasing.

a. Upon Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant may assign this Lease, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

b. Tenant shall have the right to assign this Agreement and/or the Lease, in whole or in part (including any rights to renew), or to sublet all or a part of the Site, without Landlord's consent, to any of Tenant's Affiliates (as defined below), on the same terms and conditions hereof. Any such assignee or sublessee shall have a similar right to assign this Agreement and/or the Lease, in whole or in part (including any rights to renew) or to sublet all or a part of the Site, without Landlord's consent, to any of Tenant's Affiliates, on the same terms and conditions hereof. As used herein, "Tenant's Affiliates" means any corporation or entity which controls, is controlled by, or is under common control with, Tenant, or any corporation or entity which results from a merger or consolidation with Tenant or with any entity that controls Tenant. No transfer or assignment of the stock of Tenant, or any controlling interest in Tenant, whether by sale, merger, exchange or other means, shall constitute an assignment of this Lease.

c. Upon notification to Landlord of any permitted assignment, Tenant shall be relieved of all performance, liabilities and obligations under this Agreement.

13. Termination. This Agreement may be terminated as follows:

a. by Landlord if Tenant fails to cure a default for payment of amounts due hereunder within thirty (30) days after Tenant's receipt of written notice of default from Landlord;

b. by the non-defaulting party if the other party defaults (other than a default described under Section 13(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

c. by Tenant, for any reason whatsoever, upon sixty (60) days prior written notice.

Upon termination or expiration of this Agreement, (1) Tenant shall remove its equipment and improvements, and will restore the Site to substantially the condition existing as of the Effective Date, reasonable wear and tear and casualty excepted, and (2) the parties hereto shall be released from all duties, obligations, liabilities and responsibilities under the Lease or this Agreement, as the case may be, except for those obligations that expressly survive termination of the Lease or this Agreement, as the case may be.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

15. Representation and Warranties. Each party represents and warrants to the other that (i) it has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) its 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 said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or

decree. Further, Landlord represents and warrants that it has good and marketable title to the Landlord's Property.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or mailed by certified mail, return receipt requested, to the following addresses:

If to Landlord, to:

Kit Carson Riding Club
Attention: Jerry Weed
8560 Wildridge Road
Colorado Springs, CO 80908

If to Tenant, to:

Qwest Wireless, L.L.C.
c/o Qwest Communications Real Estate Services
8200 East Belleview, Suite 500
Greenwood Village, Colorado 80111
Attention: PSL Manager/Wireless

with a copy to:

Qwest Wireless, L.L.C.
4301 E. Colfax #314
Denver, Colorado 80220
Attention: Regional Real Estate Manager

17. Miscellaneous.

a. This Agreement shall constitute the entire agreement and understanding of the parties with respect to Landlord's Property or the Site that is the subject matter hereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

b. Any claim, controversy or dispute between the parties will be resolved by binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law. The arbitration will be conducted by a retired judge or a practicing attorney under the rules of the American Arbitration Association. The arbitrator's decision will be final and may be entered in any court with jurisdiction. Each party is responsible for its own costs. The arbitration will be conducted in the county where the Site is located. There will be no discovery other than the exchange of information which is provided to the arbitrator by the parties.

c. Either party hereto that is represented in this transaction by a broker, agent or commissioned salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owed to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

d. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

e. By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

f. This Agreement shall be governed by the law of the state in which Landlord's Property is located.

g. Either party may record a memorandum of this Agreement or the Lease in the real property records in the county in which Landlord's Property is located. Each party shall reasonably cooperate with the other party to implement this provision.

h. The burden of this Agreement and the Lease, if exercised, shall run with the land with respect to Landlord's Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i. In no event shall Landlord have the right to place a lien, whether statutory, consensual or otherwise, and whether pre-judgment or post-judgment, on any furniture, trade fixtures, signage, equipment, wiring, systems or other personal property of Tenant located in or about the Site.

j. Landlord warrants and represents that Landlord has full authority to enter into and execute this Agreement and has good and marketable title to the Landlord's Property.

k. Landlord acknowledges that Tenant, as a licensee under the rules and regulations of the Federal Communications Commission, is subject to certain federal requirements. Landlord hereby agrees to cooperate in good faith with Qwest Wireless, L.L.C., in its efforts to comply with applicable federal requirements.

l. Landlord represents and warrants that, as of the date of this Lease, the Site and Landlord's Property comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over Landlord's Property (collectively, "Laws"). Landlord will promptly comply with all Laws, and will cause the Site and Landlord's Property to comply with all Laws. Except as otherwise provided herein, such compliance shall be at Landlord's sole cost and expense. Such compliance shall be at Tenant's sole cost and expense if it is required solely and uniquely as a result of Tenant's manner of use or occupancy of the Site.

m. Landlord is prohibited from using Tenant's name, logo, mark, or any other identifying symbol as a business reference, in any advertising or sales promotion, or in any publicity matter without Tenant's prior written consent.

n. For purposes of contacting Landlord with respect to maintenance, repair and services issues, as well as general questions or concerns, Tenant may contact the following person ("Landlord's Contact Person"):

Name: Jerry Weed
Phone: (303) 638-6156
Fax: (719) 495-3826

Landlord may change Landlord's Contact Person by giving 10 days' prior written notice of such change to Tenant. Tenant agrees that communication via telephone or facsimile with Landlord's Contact


Person shall in no way satisfy the notice requirements set forth in other provisions of this Lease, unless those provisions expressly allow verbal or facsimile notification as an acceptable means of fulfilling Tenant's notification obligation.

c. Landlord hereby agrees to cooperate with Tenant and its authorized representatives with regard to any reasonable requests made subsequent to execution of this Agreement to correct any clerical errors contained in this Agreement and to provide any and all additional documentation deemed necessary by Tenant to effectuate the transaction contemplated by this Agreement. Landlord further agrees that the term "cooperate," as used in this Agreement, includes, but is not limited to, Landlord agreeing to execute or re-execute any documents that Tenant reasonably deems necessary or desirable to carry out the intent of this Agreement.

The parties have entered into this Agreement as of the date first stated above.

LANDLORD:

KIT CARSON RIDING CLUB, INC.

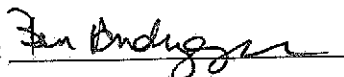
By: 
Robert Warren, President

Its: 


Federal Tax I.D. or Social Security No.

TENANT:

Qwest Wireless, L.L.C., a
Delaware limited liability company

By: 

Its: Vice President Network Operations

STATE OF Colorado
COUNTY OF El Paso) ss.

I certify that I know or have satisfactory evidence that Robert B. Warren is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Beta D. Peck
Notary Public

(Seal of officer)

Notary Public in and for the State of Colorado
Residing at 405 S. Cascade, #301, Colo Spgs, CO

My commission expires: 2-17-2005

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

I certify that I know or have satisfactory evidence that Ben Andryjewski is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the V.P. Network Operations of Qwest Wireless, L.L.C., a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

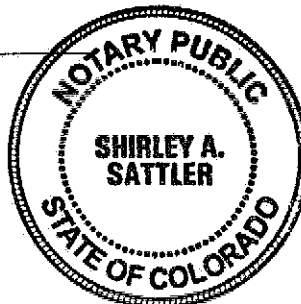
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Shirley A. Sattler

(Seal of officer)

Notary Public in and for the State of Colorado,
Residing at Castle Rock, CO

My commission expires: _____



My Commission Expires Sept. 21, 2003

EXHIBIT A
Description of Landlord's Property

Legal Description:

Lot 1, Block 1, Carpenter Subdivision

PID (Property Identification Number)

5306000062

Also known as: 8150 Black Forest Road, Colorado Springs, CO 80920

EXHIBIT B
Description of Site

THIS PAGE WILL BE REPLACED WITH A&E DRAWINGS UPON COMPLETION

PROPOSAL: 65' COMMUNITY COMMUNICATOR

LEASE SPACE: APPROXIMATELY 185 SQ. FEET. (18'X19' AREA)