

**FOURTH AMENDMENT TO
SITE LEASE WITH OPTION**

THIS FOURTH AMENDMENT TO SITE LEASE WITH OPTION (the "Fourth Amendment") is made effective this 6 day of Aug, 2013, by and between INTERSTATE 25 PROPERTIES, LTD., a Colorado limited partnership (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and Western PCS III License Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease With Option dated November 4, 1996 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Lease was amended by that certain First Amendment of Site Lease With Option dated November 26, 1997 ("First Amendment"), by that certain Second Amendment to Site Lease With Option dated December 6, 2006 ("Second Amendment"), and by that certain Third Amendment to Site Lease With Option dated July 25, 2008 ("Third Amendment") (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease"); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises 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 had an initial term that commenced on November 25, 1996 and expired on November 30, 2001. The Lease, as amended, provides for three Renewal Terms of

five years each, all of which were exercised by Tenant. According to the Lease, the final Renewal Term expires on November 30, 2016; 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. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Additional Renewal Terms. At the conclusion of the third Renewal Term (November 30, 2016), Tenant shall be entitled to four additional Renewal Terms of five years each, with the final lease extension expiring on November 30, 2036. The shall automatically be extended for each successive Renewal Term, unless Tenant notifies Landlord of its intention not to renew at least sixty (60) days prior to the expiration of the then current five year term.

3. Rent. Upon the commencement of each Renewal Term, the Rent shall increase by [REDACTED] of the monthly Rent payable immediately prior to such increase in accordance with the terms of Section 5 of the Original Lease.

4. Right of First Refusal. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Landlord's notice covers portions of Landlord's Property beyond the Premises, Tenant may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the

purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

5. Consideration. Tenant will pay to Landlord a one-time amount of Eight [REDACTED] for the full execution of this Fourth Amendment, within sixty (60) days of the full execution of this Fourth Amendment ("Conditional Signing Bonus"). In the event that this Fourth Amendment (and any applicable memorandum) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

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

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

b) Except as expressly identified in this Fourth Amendment, Landlord owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

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

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

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

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

7. Notices. Tenant's notice address as stated in Section 12 of the Original Lease is amended as follows:

If to Tenant:
T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Legal Compliance

With a copy to:
T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

8. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Fourth 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.

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

[Signature pages follow]

Landlord and Tenant have caused this Fourth Amendment to be duly executed on the day and year first written above.

LANDLORD:

INTERSTATE 25 PROPERTIES, LTD., a
Colorado limited partnership

By: Robert Ferguson
Print Name: Robert Ferguson
Title: Gen. Partner


[Tenant Execution Page Follows]

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

TENANT:

T-MOBILE WEST TOWER LLC, a Delaware
limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: 

Print Name: Elle Smith

Title: Real Estate Transaction ~~Supervisor~~ Manager

8/14/13

THIRD AMENDMENT TO SITE LEASE WITH OPTION

This Third Amendment to Site Lease With Option (the "Third Amendment") is made as of this 25 day of July, 2008 (the "Effective Date"), by and between Interstate 25 Properties, Ltd., a Colorado limited partnership (the "Landlord"), and T-Mobile West Corporation, a Delaware corporation, as the successor-in-interest to VoiceStream PCS II Corporation, a Delaware corporation, formerly known as Western PCS II Corporation, a Delaware corporation, as the successor-in-interest to Western PCS III License Corporation, a Delaware corporation (the "Tenant"). Landlord and Tenant may be collectively referred to herein as (the "Parties.")

RECITALS

WHEREAS, Landlord and Western PCS III License Corporation entered into a Site Lease With Option, dated November 4, 1996, as amended by that certain First Amendment to Site Lease With Option, dated November 26, 1997 (the "First Amendment"), and further amended by that certain Second Amendment to Site Lease With Option, dated December 6, 2006 (the "Second Amendment"), all collectively referred to herein as (the "Lease");

WHEREAS, the Second Renewal Term to the Lease commenced on December 1, 2006; and

WHEREAS, the Parties desire to enter into this Third Amendment to correct a scrivener's error made to the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereto acknowledge that Section 3 of the Second Amendment, which describes the monthly rent payable during the Second and Third Renewal Terms, as drafted is incorrect. By virtue of this Third Amendment, the Lease is hereby amended by deleting Section 3 to the Second Amendment in its entirety and replacing such section with the following:

"During the Second Renewal Term, the Rent, as defined in Section 4(a) of the Lease, shall be [REDACTED] per month (the "Second Renewal Term Rent"). In addition to the Second Renewal Term Rent, Tenant shall pay to Landlord each month the Sublease Revenue Share Payment (as defined below) for each carrier that sublets space on either the Premises (as defined in the Lease) or on Tenant's monopole or both, as required by Section 15 of the Lease, as amended. As of the Effective Date of this Third Amendment, Tenant is currently subleasing space to telecommunication carriers, Sprint ("Sprint Sublease"), and Verizon ("Verizon Sublease"). During the Second Renewal Term, the Sublease Revenue Share Payment for the Sprint Sublease is [REDACTED] per month and the Sublease Revenue Share Payment for the Verizon Sublease is [REDACTED] per month. If Tenant sublets to any other party during the Second Renewal Term, then Tenant shall pay to Landlord additional Sublease Revenue Share Payment for each additional party pursuant to the terms of Section 15 of the Lease. The Second Renewal Term Rent along with the Sublease Revenue Share Payment for each subtenant of Tenant, pursuant to Section 15 of the Lease, shall be payable monthly in advance by the fifth (5th) day of each month.

In the event that the Lease is extended for the Third Renewal Term, the Rent, as defined in Section 4(a) of the Lease, shall be [REDACTED] per month (the "Third Renewal Term Rent"). In addition to the Third Renewal Term Rent, Tenant shall pay to Landlord each month the Sublease Revenue Share Payment for each carrier that sublets space on either the Premises (as defined in the Lease) or on Tenant's monopole or both, as required by Section 15 of the Lease, as amended. If the Sprint Sublease and/or the Verizon Sublease are still in effect, then the Sublease Revenue Share Payment for the Sprint Sublease will be [REDACTED] per month and the Sublease Revenue Share Payment for the Verizon Sublease will be [REDACTED] per month. In the event that Tenant sublet space to any other party during the Second Renewal Term and such sublease is still in effect during the Third Renewal Term, then such Sublease Revenue Share Payment for that sublease shall be increased by [REDACTED] of the Sublease Revenue Share Payment for such sublease paid over the Second Renewal Term. If Tenant sublets to any other party during the Third Renewal Term, then Tenant shall pay to Landlord additional Sublease Revenue Share Payment for each additional party pursuant to the terms of Section 15 of the Lease. The Third Renewal Term Rent along with the Sublease Revenue Share Payment for each subtenant of the Tenant, pursuant to Section 15 of the Lease, shall be payable monthly in advance by the fifth (5th) day of each month."

2. Section 15 of the Lease is hereby deleted in its entirety and replaced with the following:

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder, except that Tenant will continue to be responsible for all claims, damages, costs, losses, judgment and attorney fees as a result of any Tenant's acting prior to any assignment of this Lease. Tenant may sublease space on either the Premises or on Tenant's monopole, or both, to any party, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease, and is subject to a monthly sublease revenue share of [REDACTED] per subtenant (the "Sublease Revenue Share Payment"). The Sublease Revenue Share Payment for each subtenant shall become due and payable on the date of the written notification by Tenant to Landlord of such sublease (the "Sublease Notification Date"). If the Sublease Notification Date, does not fall on the fifth day of the month, then the Sublease Revenue Share Payment for such sublease for the period from the Sublease Notification Date to the last day of the following month shall be prorated based on the actual number of days from the Sublease Notification Date to the last day of the following month. Upon commencement of each Renewal Term, each Sublease Revenue Share Payment shall be increased by [REDACTED] of the Sublease Revenue Share Payment paid over the previous term for each individual sublease; provided that such sublease is still in effect. Each Sublease Revenue Share Payment shall commence upon the Sublease Notification Date and shall continue each month thereafter until Tenant provides Landlord with written notification that the individual sublease expired or terminated."

Site Number: DN01050 C
Site Name: Monument
Market: Denver

3. The Lease remains in full force and effect, as amended by this Third Amended, and is ratified and confirmed by the Parties. Any capitalized terms used but not defined herein shall have the same meaning as in the Lease. In the event of any conflict or inconsistency between the terms of this Third Amendment and the Lease, the terms of this Third Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their duly authorized representative as of the dates below.

LANDLORD: Interstate 25 Properties, Ltd.,
a Colorado limited partnership

By: Robert Ferguson
Name: Interstate 25 prop 2nd
Its: Gen. Partner
Date: 7-25-08

TENANT: T-Mobile West Corporation,
a Delaware corporation

By: Scott DuBuke
Its: Director of Engineering and Operations
Date: 10/13/08

SECOND AMENDMENT TO SITE LEASE WITH OPTION

12-6-06
mt This Second Amendment to Site Lease with Option ("**Second Amendment**") is made as of the ____ day of October, 2006, by and between Interstate 25 Properties, Ltd., a Colorado limited partnership ("**Landlord**"), and T-Mobile West Corporation, a Delaware corporation, as successor in interest to Western PCS II Corporation ("**Tenant**"). Landlord and Tenant may be collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, Landlord and a predecessor in interest to Tenant entered into that certain Site Lease with Option dated November 4, 1996, as amended by that certain First Amendment of Site Lease with Option dated November 26, 1997 (collectively, the "**Lease**"); and

WHEREAS, the term of the Lease is scheduled to expire on November 30, 2006, and Landlord and Tenant wish to further amend the Lease to extend the term, as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Recitals to this Second Amendment are expressly made a part of this Second Amendment and incorporated herein by this reference. Any capitalized terms used but not defined herein shall have the same meaning as in the Lease.

2. Section 5 of the Lease is hereby amended to provide Tenant with two (2) additional five-year renewal options on the same terms and conditions as set forth in the Lease (the "**Second Renewal Term**" and the "**Third Renewal Term**", respectively). Tenant shall be deemed to have exercised its option to renew the Lease for the Second Renewal Term, which shall commence on December 1, 2006 and expire at midnight on November 30, 2011. The Lease shall automatically renew for the Third Renewal Term unless Tenant notifies Landlord in writing of Tenant's election not to renew the Lease at least sixty (60) days prior to expiration of the Second Renewal Term.

3. On the first day of the Second Renewal Term and the Third Renewal Term, monthly Rent shall increase by [REDACTED] of the monthly Rent payable immediately prior to such increase. Therefore, Rent for the Second Renewal Term shall be [REDACTED] per month, and Rent for the Third Renewal Term shall be [REDACTED] per month. Rent shall be payable monthly in advance on the fifth (5th) day of each month, and Rent for partial months shall be prorated on a daily basis.

4. Landlord represents and warrants that no consent or approval of any third party, including, without limitation, a lender, is required with respect to Landlord's execution of this

Second Amendment, or if any such third-party consent or approval is required, Landlord has obtained any and all such consents or approvals.

5. The Lease remains in full force and effect as amended by this Second Amendment and is ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above.

LANDLORD:

INTERSTATE 25 PROPERTIES, LTD.,
a Colorado limited partnership

By: _____

Name: Robert S. Ferguson

It: General Partner 12-6-06
RT

TENANT:

T-MOBILE WEST CORPORATION,
a Delaware corporation

By: [Signature]

David Gallacher
VP Eng; West Region

Its:

Site Name: DN1050-C/Monument
Market: Denver MTA

FIRST AMENDMENT OF SITE LEASE WITH OPTION

THIS AMENDMENT OF Site Lease with Option (this "Amendment") is made this 26 day of November, 1997 by and between Western PCS II Corporation, a Delaware corporation ("WPCS") and Interstate 25 Properties, Ltd., a Colorado limited partnership, ("Landlord").

Whereas, WPCS and Landlord entered into that certain Site Lease with Option (hereinafter referred to as the "Agreement"), on or about 11/04/96,

Now therefore, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and WPCS, by mutual consent do hereby agree to amend the Agreement as follows:

- (1) The first paragraph of Section 15, Assignment and Subleasing, shall be amended and shall read:

Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder, except that Tenant will continue to be responsible for all claims, damages, costs, losses, judgment and attorney fees as a result of any Tenant's acting prior to any assignment of this Lease. Tenant may sublease space on either the Premises or on Tenant's monopole, or both, to any party, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease, and is subject to a monthly rent of [REDACTED] dollars per carrier along with and subject to renewal increases provided for in Paragraph 5.

MA

Except as set forth above, all other terms and conditions of the Agreement shall remain the same, unchanged, and in full force and effect.

Western PCS II Corporation

By: 

Its: Vice President

Date: 12-2-97

Interstate 25 Properties, Ltd

By: 
Robert Scott Ferguson

Its: General Partner

Date: 11-26-97

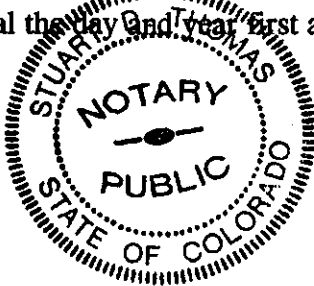
STATE OF COLORADO)

) SS:

COUNTY OF)

On this 26 day ^{November} ~~June~~, 1997, before me personally appeared Robert Scott Ferguson, known to me to be the General Partner of Interstate 25 Properties, Ltd., the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of persons for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

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



Stuart D. Thomas
NOTARY PUBLIC in and for the
State of
COLORADO.
My commission expires March 5, 2000

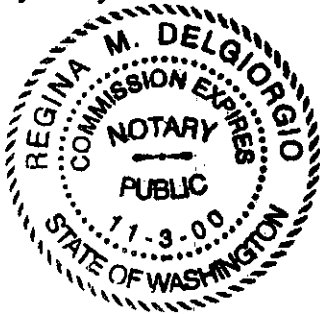
STATE OF WASHINGTON)

) SS:

COUNTY OF KING)

On this 2 day of December, 1997, before me personally appeared David A. Miller, known to me to be the V.P. of Western PCS III License Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that He was authorized to execute said instrument.

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



Regina M. DelGiorgio
NOTARY PUBLIC in and for the
State of
WASHINGTON
My Commission expires 11/03/00

Site: DN1050-C/Monument
Market: Denver MTA

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is effective this 14 day of November, 1996, between Interstate 25 Properties, Ltd., a Colorado limited partnership ("Landlord"), and Western PCS III License Corporation, a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of [REDACTED] (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of 4 months, commencing on the date hereof and ending four (4) months from such date (the "Option Period").

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") including appointing Tenant as agent for all conditional-use permit applications and variance applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys, soil tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant (the "Lease") the use of that certain portion of the Property sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located within the Property legally described in Exhibit A, comprises approximately 2,500 square feet.

2. Term. The initial term of this Lease shall be five years commencing on the date of delivery of Tenant's notice to exercise the Option pursuant to Section 1(b), above (the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, governmental approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

4. Rent.

(a) Tenant shall pay Landlord, as Rent, [REDACTED] per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter Rent will be payable monthly in advance on the fifth day of each month for the following month to Interstate 25 Properties, Ltd. at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month.

(b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for one additional, five-year term ("Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be increased by [REDACTED] of the rent paid over the preceding term.

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

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall remove the Antenna Facilities upon termination of this Lease. Landlord will have the right to review and approve all drawings and plans for Tenant's Antenna Facilities, which approval shall not be unreasonably delayed or withheld. If Landlord does not approve Tenant's plans and specifications within ten (10) days, approval shall be deemed given to Tenant.

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

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

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of overhead or underground power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

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

(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

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

(d) upon ninety (90) days written notice by Tenant if the Property, Building or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right but not the obligation to pay said taxes and deduct them from Rent amounts due under this agreement.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of [REDACTED] and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured

thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant, to:

Western PCS III License Corporation
Attn: PCS Leasing Administrator
2001 NW Sammamish Rd.
Issaquah, WA 98027
Phone: [REDACTED]
Fax: [REDACTED]

with a copy to:

Western PCS III License Corporation
Attn: Legal Department
2001 NW Sammamish Rd.
Issaquah, WA 98027
Phone: [REDACTED]
Fax: [REDACTED]

If to Landlord to:

Robert Scott Ferguson, General Partner
Interstate 25 Properties, Ltd.
970 Corral Valley Road
Colorado Springs, CO 80929
Phone: [REDACTED]

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

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

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

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder, except that Tenant will continue to be responsible for all claims, damages, costs, losses, judgment and attorney fees as a result of any Tenant's acting prior to any assignment of this Lease. Tenant may not sublease any portion of the Premises to any party. However, Tenant shall be allowed to sub-Lease space on its monopole/tower. Tenant may otherwise assign this

Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section 17 of this Lease.

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

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

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

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

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

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

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

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(k) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property) and Exhibit C (the site plan) may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibit(s).

The Execution Date of this Lease is the 4th day of November, 1996.

LANDLORD: Interstate 25 Properties, Ltd.

By: Robert Scott Ferguson
Robert Scott Ferguson
Its: General Partner

TENANT: Western PCS III License Corporation

By: [Signature]
Its: VP

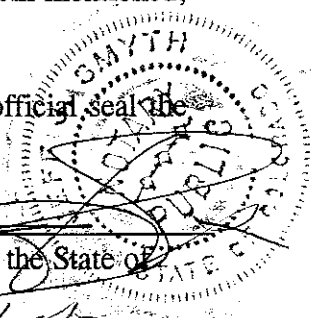
STATE OF COLORADO)

COUNTY OF El Paso)

SS:

On this 4th day of November, 1996, before me personally appeared Robert Scott Ferguson, known to me to be the General Partner of Interstate 25 Properties, Ltd., the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

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


NOTARY PUBLIC in and for the State of
COLORADO.

My commission expires 7/18/2000

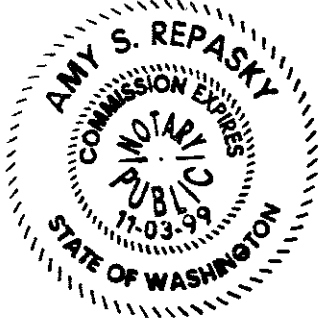
STATE OF WASHINGTON)

COUNTY OF KING)

SS:

On this 6 day of November, 1996, before me personally appeared David H. Miller, known to me to be the V.P. of Western PCS III License Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that He was authorized to execute said instrument.

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



Amy S. Repasky
NOTARY PUBLIC in and for the State of

My commission expires 11/03/99

EXHIBIT A

Legal Description

To the Site Lease with Option dated November 4th, 1996, between Interstate 25 Properties, Ltd. as Landlord, and Western PCS III License Corporation, as Tenant.

The Property is legally described as follows:

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

Premises Location Within the Property

To the Site Lease with Option dated November 4th, 1996, between Interstate 25 Properties, Ltd. as Landlord, and Western PCS III License Corporation, as Tenant.

The location of the Premises within the Property is more particularly described and depicted as follows:

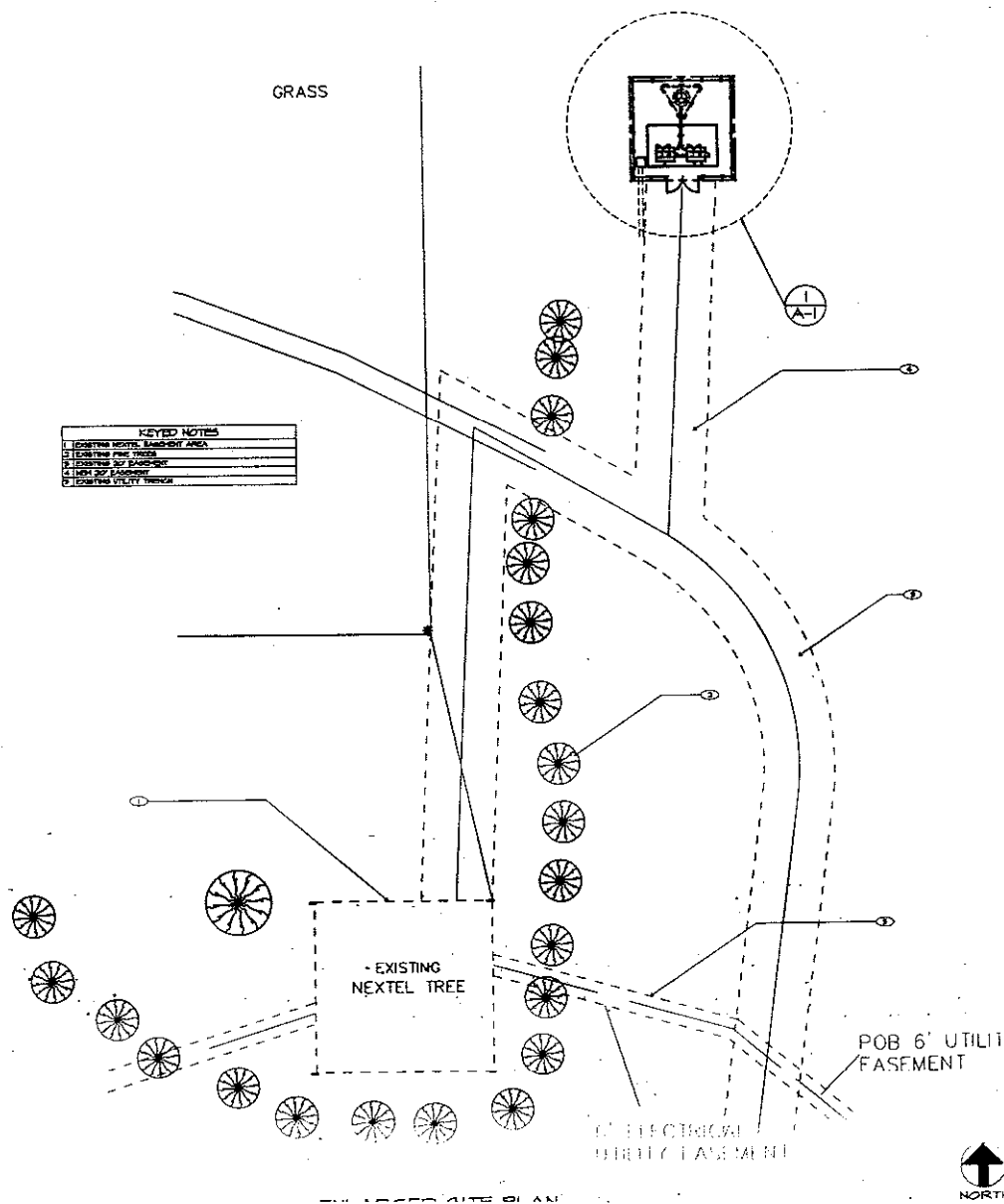


EXHIBIT C

Site Plan

To the Site Lease with Option dated November 4th, 1996, between Interstate 25 Properties, Ltd. as Landlord, and Western PCS III License Corporation, as Tenant.

Site Plan and Equipment

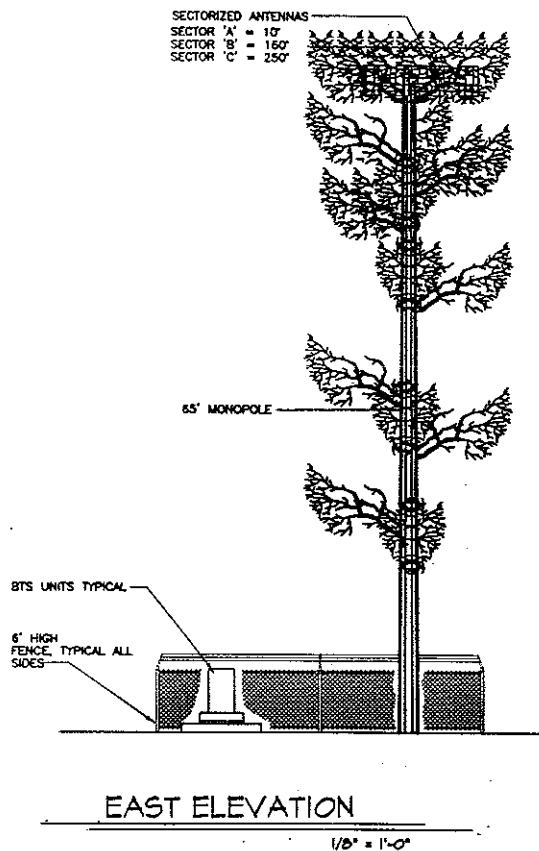


EXHIBIT D

Environmental Laws

To the Site Lease with Option dated November 4th, 1996, between Interstate 25 Properties, Ltd. as Landlord, and Western PCS III License Corporation, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300f, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

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

EXHIBIT E
Memorandum of Lease

To the Site Lease with Option dated November 4th, 1996, between Interstate 25 Properties, Ltd. as Landlord, and Western PCS III License Corporation, as Tenant.

After recording, please return to: Western PCS III License Corporation
Attn: PCS Leasing Administrator
2001 NW Sammamish Rd.
Issaquah, WA 98027
Phone: [REDACTED]
Fax: [REDACTED]

Site Identification: DN1050-C/Monument Market: Denver MTA
Memorandum of Lease Between Interstate 25 Properties, Ltd. ("Landlord") and Western PCS III License Corporation ("Tenant")

A Site Lease with Option between Interstate 25 Properties, Ltd. ("Landlord") and Western PCS III License Corporation ("Tenant") was made regarding the following premises:

See attached Exhibit A

The date of execution of the Site Lease with Option was November 4, 1996. Subject Lease is for a term of five (5) years and will commence on the Commencement Date outlined in the notice to exercise provided to the Landlord and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for one additional five year term.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this 4th day of November, 1996.

LANDLORD: Interstate 25 Properties, Ltd.

By: Robert Scott Ferguson
Robert Scott Ferguson
Its: General Partner

TENANT: Western PCS III License Corporation

By: [Signature]
Its: VP

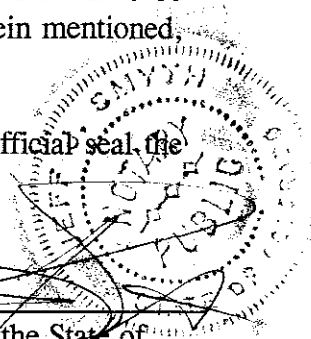
STATE OF COLORADO)

COUNTY OF El Paso)

SS:

On this 4th day of November, 1996, before me personally appeared Robert Scott Ferguson, known to me to be the General Partner of Interstate 25 Properties, Ltd., the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

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


NOTARY PUBLIC in and for the State of
COLORADO.

My commission expires 7/15/2000

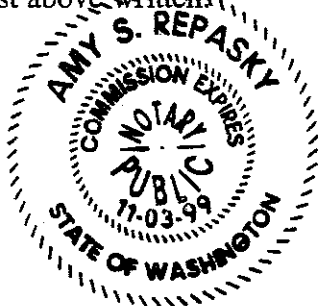
STATE OF WASHINGTON)

COUNTY OF KING)

SS:

On this 6th day of November, 1996, before me personally appeared David A. Miller, known to me to be the V.P. of Western PCS III License Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

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



Amy S. Repasky
NOTARY PUBLIC in and for the State of

My commission expires 11/03/99