

FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (this "Amendment") dated as of the last of the signature dates below (the "Effective Date") by and between **SUNSET CHURCH OF CHRIST OF LUBBOCK**, a Texas nonprofit corporation ("Landlord"), having a mailing address of 2723 34th Street, Lubbock, Texas 79410, and **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, Successor-in-Interest to T-Mobile West Corporation, a Delaware corporation ("Tenant"), by CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, Landlord and T-Mobile West Corporation, a Delaware corporation ("Original Tenant"), as Predecessor-in-Interest to Tenant, entered into that certain Site Lease with Option dated November 26, 2007 (the "Lease"), whereby Landlord leased to Original Tenant a portion of land consisting of approximately nine hundred (900) square feet in Lubbock County, Texas, together with access and utility easements thereto (collectively, the "Premises"), as more particularly described in the Lease, a memorandum of which was recorded as Instrument No. 2008042178 in the Official Public Records of Lubbock County, Texas; and

WHEREAS, Original Tenant exercised the option granted to Original Tenant by Landlord in the Lease on June 30, 2008; and

WHEREAS, the Lease has an Initial Term and Renewal Terms that will expire on June 29, 2038 (the "Original Term"), and Landlord and Tenant desire to enter into this Amendment in order to amend the Lease to, among other things, provide for additional Renewal Terms beyond the Original Term.

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby made a part hereof for all purposes.
2. **Defined Terms**. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.
3. **Initial Term Commencement Date**. The parties hereby ratify and affirm that the Commencement Date for the Initial Term of the Lease was June 30, 2008.
4. **Lease Term**. Section 3 of the Lease is hereby amended by deleting the first (1st) sentence of the current text and inserting in lieu thereof the following:

"Tenant shall have the right to extend this Lease for eleven (11) additional and successive five (5) year terms (each a "Renewal Term")."

The Original Term and any Renewal Terms shall be collectively referred to herein as the "Lease Term." The parties acknowledge that pursuant to this Amendment the Lease Term exceeds the Original Term by thirty (30) years and that the final Renewal Term, unless the Lease is terminated sooner, will expire on June 29, 2068.

5. **Additional Land Option.** As further consideration for Tenant entering into this Amendment, during the Lease Term, Tenant shall have the irrevocable option (the "Option") to lease up to a maximum of two hundred (200) square feet of real property adjacent to the Premises at a location to be determined at Tenant's sole discretion (the "Additional Lease Area") on the same terms and conditions set forth in the Lease. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this Amendment. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay monthly rent for the Additional Lease Area equal to Two and 00/100 Dollars (\$2.00) per square foot of Additional Lease Area exercised under the Option. Tenant may exercise the Option by providing written notice to Landlord at any time during the Lease Term. Within thirty (30) days after Tenant's exercise of the Option, Landlord agrees to execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Landlord shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction.

6. **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. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the 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.

7. **Expedite Fee.** As additional consideration for the execution and delivery of this Amendment to Tenant within ten (10) days of receipt of the executable document(s), Tenant shall

pay to Landlord the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) (the "Expedite Fee"). Landlord acknowledges that time is of the essence and failure to deliver the executed Amendment to Tenant within the specified time period shall result in forfeiture of the Expedite Fee. Landlord also acknowledges that if the Amendment is not fully executed for any reason, Tenant shall not be obligated to pay the Expedite Fee. The Expedite Fee is a one-time payment due and payable within sixty (60) days following the final execution of this Amendment by Tenant.

8. **Governmental Approvals.** If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communication facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

9. **Survey.** Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises, including any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which shall update and replace the existing description of the Premises, at any time prior to or after execution of this Amendment.

10. **Notices.** Section 12 of the Lease is hereby amended by deleting the addresses for Tenant, and inserting in lieu thereof the following:

TENANT: T-Mobile West Tower LLC
 12920 SE 38th Street
 Bellevue, Washington 98006
 Attn: Lease Compliance/DA02737A

With a Copy To: CCTMO LLC
 Attn: Legal Department
 Re: Cell Site #828304 – Sunset Church RL
 2000 Corporate Drive
 Canonsburg, PA 15317

11. **Assignment.** Section 15 of the Lease is hereby amended by deleting the second (2nd) paragraph in its entirety.

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

- (a) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.
- (b) Except as expressly identified in this 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 effect 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.
- (g) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the Effective Date of this Amendment.

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

- (a) Tenant is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Tenant's obligations under the Lease as amended hereby.
- (b) Tenant agrees to execute and deliver such further documents and provide such further assurances as may be requested by Landlord to carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby.

14. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event Landlord's property on which the Premises is located 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 rental 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.

15. **Construction of Documents.** Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter hereof.

16. **Remainder of Lease Unaffected.** In all other respects, the remainder of the Lease shall remain in full force and effect.

17. **Headings.** The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

18. **Entire Lease.** This Amendment supersedes that certain Letter Agreement by and between Landlord and Tenant dated August 16, 2018, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions in this Amendment shall control.

19. **Counterparts.** This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

20. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the conveyance records of Lubbock County, Texas, at any time following the execution of this Amendment by all parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

LANDLORD:

SUNSET CHURCH OF CHRIST OF LUBBOCK, a Texas nonprofit corporation

By: [Signature]
Name: Rodney J. Roberts
Title: Administrator
Date: 9-12-2018

STATE OF Texas
COUNTY OF Lubbock

The foregoing First Amendment to Site Lease with Option was acknowledged before me this 12 day of September, 2018, by Rodney Roberts, as the Administrator of SUNSET CHURCH OF CHRIST OF LUBBOCK, a Texas nonprofit corporation, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing First Amendment to Site Lease with Option. He/She is personally known to me or has produced as identification.

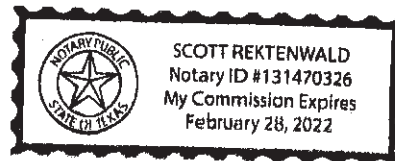
In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

[Signature]
Signature of Notary Public

Scott Rektenwald
Printed Name of Notary Public:

My Commission Expires: 02/22

[Seal]



TENANT:

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

By: CCTMO LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: [Signature]
Name: Matthew Norwood
Title: Senior Transaction Manager
Date: 9/19/18

STATE OF Texas §
COUNTY OF Harris §
§

The foregoing First Amendment to Site Lease with Option was acknowledged before me this 19 day of September, 2018, by Matthew Norwood, as the Sr Trans Mgr of CCTMO LLC, a Delaware limited liability company, the Attorney-in-Fact of T-MOBILE WEST TOWER LLC, a Delaware limited liability company, for and on behalf of said entities and for the consideration, intent and purposes set forth in the foregoing First Amendment to Site Lease with Option. He is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

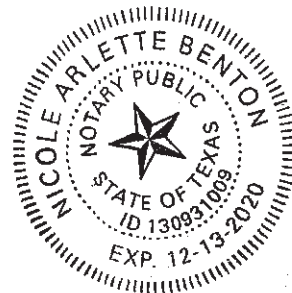
[Signature]
Signature of Notary Public

Nicole Arlette Benton

Printed Name of Notary Public:

My Commission Expires: _____

[Seal]



PREPARED BY:

David A. Brooks
Singleton Cooksey PLLC
Attorneys at Law
6363 Woodway, Suite 600
Houston, Texas 77057

AFTER RECORDING, RETURN (MAIL) TO:

Crown Castle
1220 Augusta, Suite 600
Houston, Texas 77057

Tax Parcel No. R112495

Cross References: Instrument No. 2008042178,
Official Public Records
Lubbock County, Texas

MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE WITH OPTION (the "Memorandum"), dated as of the last of the signature dates below (the "Effective Date") by and between **SUNSET CHURCH OF CHRIST OF LUBBOCK**, a Texas nonprofit corporation ("Landlord"), having a mailing address of 2723 34th Street, Lubbock, Texas 79410, and **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, Successor-in-Interest to T-Mobile West Corporation, a Delaware corporation ("Tenant"), by CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, Landlord and T-Mobile West Corporation, a Delaware corporation ("Original Tenant"), as Predecessor-in-Interest to Tenant, entered into that certain Site Lease with Option dated November 26, 2007 (the "Lease"), whereby Landlord leased to Original Tenant a portion of land consisting of approximately nine hundred (900) square feet in Lubbock County, Texas, together with access and utility easements thereto (collectively, the "Premises"), as more particularly described in the Lease, a memorandum of which was recorded as Instrument No. 2008042178 in the Official Public Records of Lubbock County, Texas; and

WHEREAS, Original Tenant exercised the option granted to Original Tenant by Landlord in the Lease on June 30, 2008; and

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Site Lease with Option dated as of the day hereof (the "Amendment"), in order to, among other things, extend the term of the Lease, all upon the terms and conditions more fully set forth therein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, agreed in the Amendment as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby made a part hereof for all purposes.
2. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Amendment and/or the Lease, as applicable.
3. **Initial Term Commencement Date**. The parties ratified and affirmed in the Amendment that the Commencement Date for the Initial Term of the Lease was June 30, 2008.
4. **Renewal Terms**. The Lease was modified in the Amendment to provide for six (6) additional terms of five (5) years each (the final such Renewal Term, unless the Lease is terminated sooner, will expire June 29, 2068), upon the terms and conditions set forth in the Lease (as amended).
5. **Additional Land Option**. The Lease was modified in the Amendment granting Tenant the option to lease up to a maximum of two hundred (200) square feet of real property adjacent to the Premises under the terms and conditions set forth in the Lease (as amended).
6. **Right of First Refusal**. The Lease was modified in the Amendment to grant Tenant the right of first refusal to purchase all or a portion of the Premises under the terms and conditions set forth in the Lease (as amended).
7. **Assignment**. The Lease was modified to delete the requirement for Tenant's prior written consent to assignment by Landlord.
8. **No Other Amendments**. Except as expressly modified by the Amendment, the Lease remains unchanged and in full force and effect.
9. **Lease Controls**. This Memorandum summarizes, for purposes of the public record, certain rights granted to Tenant in the Lease by virtue of the Amendment, and this Memorandum does not and it should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Lease (as amended). The parties agree and intend that the terms and provisions contained in the Lease (as amended) shall control in the event of any conflict between any sentence contained in this Memorandum and the terms and provisions contained in the Lease (as amended).
10. **Counterparts**. This Memorandum may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

11. **Recordation.** Tenant, at its cost and expense, shall have the right to record this Memorandum in the public records of Lubbock County, Texas, upon the terms and conditions set forth in the Amendment.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum to be effective as of the Effective Date.

LANDLORD:

SUNSET CHURCH OF CHRIST OF LUBBOCK, a Texas nonprofit corporation

By: [Signature]
Name: Rodney J. Roberts
Title: Administrator
Date: 9-12-2018

STATE OF Texas
COUNTY OF Lubbock

The foregoing Memorandum of First Amendment to Site Lease with Option was acknowledged before me this 12 day of September, 2018, by Rodney Roberts, as the Administrator of SUNSET CHURCH OF CHRIST OF LUBBOCK, a Texas nonprofit corporation, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing Memorandum of First Amendment to Site Lease with Option. He/She is personally known to me or has produced as identification.

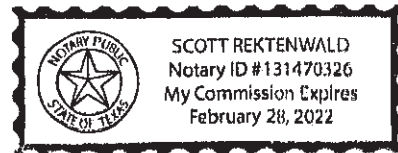
In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

[Signature]
Signature of Notary Public

Scott Rektenwald
Printed Name of Notary Public:

My Commission Expires: 02/22

[Seal]



TENANT:

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

By: CCTMO LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: [Signature]
Name: Matthew Norwood
Title: Senior Transaction Manager
Date: 9/19/18

STATE OF Texas §
COUNTY OF Harris §
§

The foregoing Memorandum of First Amendment to Site Lease with Option was acknowledged before me this 19 day of September, 2018, by Matthew Norwood, as the SR Trans Mgr of CCTMO LLC, a Delaware limited liability company, the Attorney-in-Fact of **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, for and on behalf of said entities and for the consideration, intent and purposes set forth in the foregoing Memorandum of First Amendment to Site Lease with Option. He is personally known to me or has produced _____ as identification.

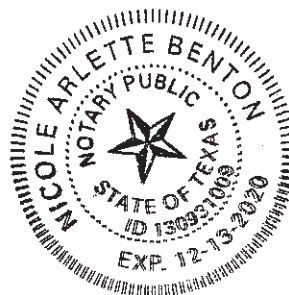
In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

[Signature]

Signature of Notary Public
Nicole Arlette Benton

Printed Name of Notary Public:

My Commission Expires: _____ [Seal]



SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Sunset Church of Christ of Lubbock ,a, Texas Corporation ("Landlord") and T-Mobile West Corporation, a Delaware Corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of five hundred and no/100 dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of five hundred and no/100 dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) 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 (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit 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, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. 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 Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 3723 34th Street , <City, State, Zip>, comprises approximately 900 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial 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.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, Nine hundred and fifty and no/100 dollars (\$950.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

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 lessees, 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 communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and 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. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

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

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. 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 easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements 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 Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

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 if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant 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 the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to 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 Property 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. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the 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.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

[notices continued on next page]

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:

Attn: Legal Dept.

And with a copy to:

T-Mobile West Corporation
7668 Warren Pkwy
Frisco, TX 75034
Attn: Lease Administration Manager

With a copy to:

Attn: Legal Dept.

If to Landlord, to:

Sunset Church of Christ of Lubbock
3723 34th Street
Lubbock, TX, 79413

And with a copy to:

Send Rent payments to:

Sunset Church of Christ of Lubbock
3723 34th Street
Lubbock, TX, 79413

13. **Quiet Enjoyment, Title and Authority.** As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (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; and (iv) 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.** Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. 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. This Section 14 shall survive the termination or expiration of this Lease.

15. **Assignment and Subleasing.** Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. 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. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon assignment and including such assignment where Tenant's consent is required and received, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant and the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant and the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. **Successors and Assigns.** This Lease and the Easements granted herein shall run with the land, 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, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties 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 Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

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

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(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 capacities as indicated.

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

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

[remainder of page left blank intentionally]

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Sunset Church of Christ of Lubbock

By: Jeff Reese
Printed Name: JEFF Reese
Title: Administrator
Date: 9-15-07

TENANT: T-Mobile West Corporation

By: Jeff Hooper
Printed Name: Jeff Hooper
Title: Area Director - Engineering and Operations
Date: 11-26-07

[Signature]
T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

BEING all that certain lot, tract or parcel of land situated in the City of Lubbock, Lubbock County, Texas, and being all of a tract owned by Sunset Church of Christ of Lubbock, said Sunset Church tract being comprised of Lots E and D, and parts of Lots C and B of a Re-plat of Block 1, Hobgood Addition according to the plat thereof recorded in Volume 879, Page 206, Lubbock County Plat Records.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

