

October 20, 2008

CITY OF LAREDO
PO BOX 579
LAREDO, TX 78042

Dear CITY OF LAREDO:

Re: Lease Agreement dated January 10, 2006, by and between CITY OF LAREDO ("Landlord") and Texas Telecommunications, LP, demising certain real property located in the County of WEBB, Texas ("Property")
Site Name: International/Mcpherson; Site Number: TX2099

Effective September 23, 2008, TowerCo Assets LLC ("TowerCo"), acquired the above referenced tower. This letter is your written notification of the assignment from Texas Telecommunications, LP to TowerCo.

Our records indicate that the Lease Commencement Date was January 10, 2006. Please indicate on the attached Landlord Information Form if this date is not correct.

We have been informed by Sprint that you have been paid through January 9, 2009. You will receive your annual payment as scheduled on January 10, 2009. In the event that you receive your payments through direct deposit, your banking information will be transferred from Sprint and will be processed over the next few pay cycles. You will not need to complete a new direct deposit form.

In an effort to ensure efficient communication with property owners and to verify our Landlord database, we ask that you take a moment to complete the attached forms and forward the completed forms to our office:

TowerCo
Attn: Property Management
5000 Valleystone Drive
Cary, NC 27519
Main Number: (919)469-5559 or (866)460-5559
Fax Number: (919)469-5530

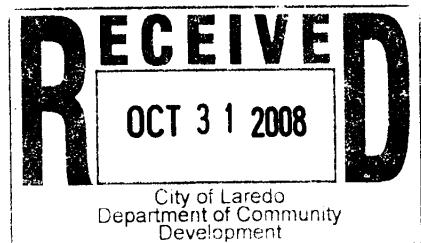
We thank you for your cooperation and look forward to doing business with you.

Sincerely,

Jennifer A. Courtemanche
Jennifer A. Courtemanche
Director Lease Accounting
TowerCo

Enc.

TowerCo



5000 Valleystone Dr. 919.469.5559 919.469.5530

Cary, NC 27519

info@towerco.com

www.towerco.com

LAR204

GROUND LEASE

THIS LEASE entered into as of this 10th day of January, 2006, by and between the City of Laredo, a municipal corporation ("Landlord"), and Alamosa Properties, L.P., a Texas limited partnership. ("Tenant")

Background

A. Landlord is the owner in fee simple of a parcel of land that includes the property located at 8711 McPherson Street and being in the city limits of Laredo, Webb County, Texas and described on the attached Exhibit A.

B. Tenant is in the communications business and desires to lease the Premises described below from Landlord to construct on such Premises an equipment building and self-supporting type tower ("Tower") more fully described in Exhibit B for the purpose provide cell services and for co-locations, if approved by Landlord, provided however that such approval shall not be unreasonably withheld, conditioned or delayed, and related equipment building for use in connection with its communications business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord the real property legally described on the attached Exhibit A (the "Land") together with a non-exclusive easement for vehicular and utility ingress and egress over the real property legally described on the attached Exhibit B (the "Access Easement"). The Land and Access Easement are collectively referred to as the "Premises."

This lease is not a franchise pursuant to Texas Transportation. Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Landlord.

2. **Term and Renewals.** The initial term of this License shall be five (5) years (the "Initial Term"), commencing on January 10, 2006 (the "Commencement Date") and ending January 9, 2011. Provided Tenant is not then in default under this Lease, Tenant may renew the term of this Lease for four (4) successive renewal terms of five (5) years by Tenant notifying Landlord at least one hundred twenty (120) days prior to expiration of the current term of the Lease.

3. **Rent.**

- a. Tenant shall pay Landlord as rent for the Premises each year during the term of this Lease the sum of fifteen thousand dollars (\$15,000.00) as Base Rent. Tenant shall pay Base Rent for the first year on the Commencement Date, and Tenant shall pay Landlord the Base Rent annually in advance on each anniversary of the Commencement Date. Base Rent shall be increased each year as described hereafter.
- b. Any amounts not paid within five (5) business days of when due shall bear interest until paid at the rate of twelve percent (12%) per annum.
- c. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to five percent (5%) over the immediately preceding year's Base Rent.
- d. If this Agreement is terminated by the Landlord at a time other than on the last day of the term year, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than non-payment of Rent; all prepaid Rents shall be refunded to the Tenant. If this Agreement is terminated by the Tenant at any time other than on the last day of the original term or renewal term, the Tenant shall forfeit any rent paid for the year in which the Agreement is terminated, plus twenty percent (20%) of any rent that would be due to the Landlord for the remainder of the Original or any Renewal Term.
- e. Base Rent, any additional rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

4. **Use of Premises.** Tenant shall use the Premises for the construction and operation of the Tower, and Tenant has the right to install, maintain and operate radio communications facilities, including without limitation utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures ("Tenant's Equipment") and any other use that is incident thereto and for no other purpose. Tenant shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

5. **Tenant Improvements.**

- a. Tenant may improve the Premises by constructing the Tower, and equipment buildings, and ancillary support facilities (including, without limitation, improvements for ingress and egress and utility service to the land across the Access Easement) on the Premises. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld, conditioned or delayed. All improvements shall be constructed in a workmanlike

manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

- b. The Tower and Tenant's Equipment shall remain the personal property of Tenant and are not fixtures Tenant shall, remove the Tower upon termination of the Lease. All other alterations, improvements and structures located or constructed on the Premises (except for Tenant's Equipment and trade fixtures), shall become the property of Landlord upon termination of the Lease, except that Landlord may, by written notice to Tenant, require Tenant to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements, which are not removed within one hundred eighty (180) days following termination of the Lease term, shall become the property of Landlord, at Landlord's option or Landlord may remove Tower and equipment after 180 days following termination and recover all expenses incurred in doing so.

6. Use by Other Providers

- a. Upon the written request of any telecommunications provider(s), Tenant will in good faith evaluate each request and sublease available space on the Tower to other qualified telecommunications providers ("Other Providers") in accordance herewith. Landlord agrees to cooperate, as necessary, with Tenant and the Other Providers regarding the right to use and construct such ancillary buildings or facilities on the Premises as may be reasonably necessary and available for use in connection with the communications operations of the Other Providers.
- b. Tenant shall be entitled to charge any Other Provider such rent and enter into a lease on such terms as Tenant and the Other Provider may agree upon. Tenant shall negotiate in good faith with any Other Provider to arrive at a mutually agreeable rental rate and terms. The lease shall be for a market rate and on market terms. Notwithstanding anything contained in this paragraph, Tenant shall not be required to lease to an Other Provider if the use by the Other Provider would (i) interfere with the use of the Tower by Tenant or any other existing user on the Tower or (ii) fail to conform to the loading and other engineering limitations of the Tower.
- c. In addition to the rent payments due Landlord pursuant to Section 3 above, the Tenant shall pay the Landlord additional rental fees as other users collocate facilities on the Premises. Tenant shall pay Landlord an amount equal to:
 - (i) From the First Collocation Tenant (Second user): Landlord shall receive Fees equal to the greater of \$ \$7,500.00 year or twenty five percent (25%) of the annual gross receipts from collocation received by Tenant.
 - (ii) From the Second Collocation Tenant (Third user): Landlord shall receive Fees equal to the greater of \$8,250.00 or thirty three percent (33%) of the annual gross receipts from collocation received by Tenant.
 - (iii) From all other Collocation Tenants (Fourth and greater users): Landlord shall receive initial Lease Fees equal to the greater of \$9,075.00 year or fifty percent (50%) of the annual gross receipts from collocation received by Tenant.

d. Tenant shall permit Landlord to co-locate its telecommunications equipment on the Premises in accordance with installation and construction drawings and at a height approved by Tenant, such approval not to be unreasonably withheld provided:

- (i) Landlord equipment does not interfere with the Tenant's operations;
- (ii) Landlord reimburses Tenant for any reasonable expenses it incurs as a result of Landlord's equipment.

7. **Net Lease.** Notwithstanding any expenditures related to the acts or omissions of Landlord, or Landlord's agents, employees, licenses, contractors, or invitees, Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

8. **Signs/Graffiti.** Tenant may place signs on the Premises subject to applicable governmental regulations; however, Tenant shall first obtain the Landlord's written consent to design, size and location, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein; provided, however, Landlord (i) shall allow only RF personnel or other properly trained individuals to enter the Premises, (ii) acknowledges and assumes all the risk associated with such entry, and (iii) Landlord agrees to abide by Tenant's site safety rules. Tenant shall reimburse Landlord all reasonable costs incurred by Landlord in connection with such abatement or removal within 30 days of Landlord's presenting Tenant with a statement of such costs.

9. **Taxes.** Tenant shall pay all personal property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made to the proper taxing authority and evidence of all such payments shall be provided to Landlord, within ten (10) days after Landlord's request for such evidence of payment. Landlord grants to Tenant, its employees, agents and subcontractors twenty-four (24) hours per day, seven (7) days per week use of the Access Easement as herein defined in paragraph 1 of the Lease.

10. **Maintenance.** Tenant shall, at its own expense, maintain the Premises and all personal improvements, equipment and other personal property on the Premises in good working order, condition and repair, including without limitation, in compliance with the applicable tower lighting, painting and registration requirements of Part 17 of the FCC's Rules, 47 C.F.R., Part 17. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

11. **Access.** Upon forty-eight hours prior notice to Tenant Landlord and its agents shall have the right to enter the Premises to examine and inspect the Premises; provided, however, Landlord (i) shall allow only RF personnel or other properly trained individuals to enter the Premises, (ii) acknowledges and assumes all the risk associated with such entry, and (iii) Landlord agrees to abide by Tenant's site safety rules.

12. Utilities. Tenant shall be responsible for obtaining any utility service to the Premises that it desires. Tenant shall pay when due all charges for utilities to the Premises during the term of the Lease.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

14. Governmental Approvals. This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary, in addition to Tenants satisfaction with the results of title, environmental, geotechnical and RF engineering studies. This contingency shall be deemed waived ninety (90) days after the date of this Lease unless Tenant provides Landlord written notice within the ninety (90) day period that it is terminating the Lease in light of its inability to obtain necessary approvals.

15. Default and Landlord's Remedies.

- a. It shall be an event of default if Tenant fails to make any payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within thirty (30) days after Tenant's receipt of written notice from Landlord specifying the deficiency; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises without paying rent; or if Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors. If a non-monetary default may not reasonably be cured within a 30 day period, this lease may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.
- b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the reasonable costs of such reletting); and (iii) any other reasonable amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease; provided, however, nothing contained herein shall in any way limit Landlord's duty to mitigate its damages, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay

Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

16. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

17. Damage or Destruction.

- a. If the Tower or any portion thereof is destroyed or damaged so as to materially hinder effective use of through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove all property from the Premises and the parties shall proceed as set forth in 5b above.
- b. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

18. Condemnation. In the event the entire Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation or diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

19. Insurance and Indemnity –

- a. Tenant shall at Tenant's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:
 1. Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000;

2. Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$2,000,000 combined single limit; and
3. "All-risk" property insurance insuring the Tenants Equipment and its appurtenant personal property for full replacement costs.

All policies shall be written by an insurer acceptable to Landlord licensed to do business within the State where the Premises are located and shall provide a thirty (30) day notice of cancellation to Landlord. Such insurance shall name Landlord, Landlord's property manager, and Manager as additional insureds. All policies, including any renewals thereof, must specify that such coverage shall not be canceled or materially changed without a minimum of thirty (30) days prior written notification to Manager and Landlord.

- b Tenant shall require that its contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that the following insurance is maintained:
 1. Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$1,000,000 combined single limit.
 2. Commercial Liability Insurance with minimum limits no less than \$1,000,000 combined single limit and Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by or on behalf of Tenant.
 3. Workers' Compensation (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000.
 4. Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by Landlord.

All policies shall name Landlord and as additional insured, and all shall contain a thirty (30) day written notice of cancellation to Landlord. Landlords Agents and Employees are part of Landlord but will not be named.

- c Except to the extent caused by or attributed to the negligence or willful misconduct of Landlord, its employees, agents or servants Tenant hereby releases Landlord and its employees (Releasees) from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises.
- d Except to the extent caused by or attributable to the negligence or willful misconduct of Landlord, its employees agents or servants, Tenant agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses

(including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises arising from:

1. Any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Antenna Facilities, except if such work or act is done or performed by Landlord or its agents or employee;
2. Any negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;
3. Any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Landlord, its employees or agents; and
4. Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

e Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Landlord or its employees or agents, or the breach of this Agreement except to the extent attributable to the gross negligence or intentional act or omission of Tenant, its employees, agents or independent contractors.

f Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

20. Hazardous Substance Indemnification.

- a. Tenant represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in

effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

- b. Landlord represents, warrants and agrees (1) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substances on, under, about or within the Land in violation of any law or regulation, and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Substances on, under, about or within the Land in violation of any law or regulation.
- c. Landlord and Tenant each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph.

21. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one and a half times the rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable. Nothing contained herein shall grant Tenant the right to holdover after the term of this Agreement has expired."

22. **Termination.** This Lease may be terminated by Tenant immediately upon giving written notice to Landlord if Tenant cannot obtain all governmental certificates, permits, licenses or other approvals (collectively, "Approval") required and/or any easements required from any third party; any Approval is canceled, terminated, expired or lapsed; Landlord fails to deliver any required non-disturbance agreement or subordination agreement; Landlord breaches a representation or warranty contained in this Lease; Landlord fails to have proper ownership of the Premises and/or authority to enter into this Lease; or Tenant determines that the Premises contains Hazardous Substances; or by Tenant without penalty, upon 90 days written notice for any reason, or no reason at all.

23. **Estoppe Certificate.** Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters as Landlord may reasonably request.

24. **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 by overnight courier to the following addresses:

If to Landlord: City of Laredo
1110 Houston
Laredo, Texas 78040
Attn: Legal Counsel and
Telecommunications Director

With a copy to: Gerard Lavery Lederer,Esq
Miller & Van Eaton, P.L.L.C.
1155 Connecticut Avenue, N.W.
Suite 1000
Washington, D.C. 20036-4306

If to Tenant: Alamosa Properties, L.P.
P.O. Box 64840
Lubbock, Texas 79464-4840
Attn: Kelly Alderman, Leasing Administrator
Tel: 806-722-2822

With a copy to: Steven A. Portnoy, Attorney at Law
15851 N. Dallas Parkway-Suite 500
Addison, Texas 75001
Tel: (972) 308-8510

25. Assignment and Subletting.

- a Tenant may assign this License and its other rights hereunder (including, without limitation its right to renew) or sublet the Premises or any portion thereof, to any person or business entity which is an "affiliate" of Tenant without the prior consent of Landlord. For purposes of this subparagraph, affiliate shall mean; (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Tenant, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Tenant, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Tenant, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Tenant, or (iv) an entity which purchases substantially all of the assets of Tenant, or (v) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Tenant.
- b Tenant may not otherwise assign or sublet this License without Landlord's consent, which consent may be withheld or delayed in Landlord's sole discretion except in connection with an assignment as collateral to secure a loan from a bona fide third party lender obtaining such assignment as part of a larger collateral pool. In the event such consent is unreasonably withheld or delayed, Tenant may immediately terminate this License upon written notice to Landlord thereof. Any assignment consented to by Landlord in its sole discretion shall not operate to release the

assigning Tenant from its liabilities and obligations arising hereunder; provided, however, that an assignment of this License to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Landlord's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Tenant hereunder.

- c Tenant shall be permitted to sublicense portions of the Premises subject to the terms of this Agreement, including but not limited to Section 6 above regarding payment to Landlord and Section 28 below regarding interference.

26. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

27. Miscellaneous.

- a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.
- b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to the Lease must be in writing and executed by both parties.
- c. This Lease shall be construed in accordance with the laws of the State of Texas.
- d. The prevailing party in any action or proceeding in court to enforce the terms of this Lease shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- e. Landlord and Tenant each represent that they have not been represented by a real estate broker or other listing agent in this transaction. Each party ("Indemnifying Party") shall indemnify and hold the other party harmless from any claims for commission, fee or other payment by such broker or any other leasing agent claiming to have represented the indemnifying Party herein.
- f. To the extent permitted by law, Landlord hereby waives any and all lien it has or may have, statutory or otherwise, concerning the improvements to be constructed by Tenant on the Premises, regardless of whether or not same is deemed real or personal property under applicable law.
- 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.
- h. If requested by Tenant, Landlord agrees promptly to execute and deliver to Tenant a recordable memorandum of this Lease; Landlord acknowledges that any Mortgagees of Tenant in order to protect such Mortgagee's interests in

this Lease and Tenant's property, may file or record such documentation as is normal and is customary in order to protect the interest of such Mortgagees.

- i. Landlord and Tenant mutually agree that the venue for any and all legal proceedings or actions regarding this lease agreement shall be in Webb County, Texas.

28. Interference. Landlord shall not use, nor shall Landlord permit its Tenants, licensees, invitees, or agents to use any portion of adjacent real property owned by Landlord in any way which interferes with the wireless communications operations of Tenant. Such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall have the responsibility to terminate such interference. In the event any such interference does not cease or is not promptly rectified, Landlord acknowledges that continuing interference will cause irreparable injury to Tenant, and Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Landlord.

THIS LEASE was executed as of the date first set forth above.

LANDLORD:

CITY OF LAREDO

By: Larry Dovalina
Larry Dovalina
Its City Manager

By: Gustavo Guevara
Gustavo Guevara
Its City Secretary

APPROVED AS TO FORM

Jaime Flores
City Attorney

Melissa Saldana
By: V. Melissa Saldana
Assistant City Attorney

TENANT:

Alamosa Properties, L.P., a Texas limited partnership

By: Fazal M. Bacchus
Title: Fazal M. Bacchus - Vice President
2/16/06

STATE OF TEXAS)

COUNTY OF WEBB)

Before me, the undersigned, A Notary Public in and for said County and State, on this the _____ day of _____, 2006, personally appeared _____, to me known to be the identical person who subscribed the name of City of Laredo to the foregoing Lease as its _____, and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission Expires:

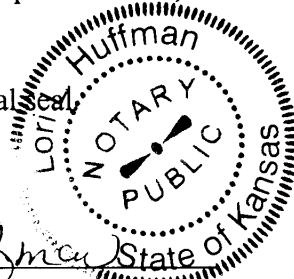
STATE OF Kansas

COUNTY OF Johnson

On February 16, 2006, before me, Lori L Huffman, Notary Public, personally appeared Fazal M Bacchus, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

Lori L Huffman
Notary Public



My commission expires: 7-2-08

EXHIBIT A
DESCRIPTION OF LAND

To the Lease entered into as of this 10th day of January, 2006, by and between the City of Laredo, a municipal corporation ("Landlord"), and Alamosa Properties, L.P., a Texas limited partnership ("Tenant").

The Land is described and /or depicted as follows:

PARENT TRACT LEGAL DESCRIPTION:

A 1.00 acre tract of land situated in Parcion 23, Abstract 283, Leonardo Sanchez Original Grantee (Exhibit "A") Deed recorded in Volume 1341, Page 562, Deed Records of Webb County, Texas, Beginning at a $\frac{1}{2}$ " iron pin set in West Line of lot 7, Northridge Subdivision Unit 1, according to plat recorded in Volume 4, Page 54 and 55, Plat Records of Webb County, Texas, said point of Beginning being S 22 degrees 46' 00" E, a distance of 219.54 feet along the West line of said subdivision, from its Northwest corner, being the Northwest corner of Lot 10; Thence S 22 degrees 46' 00" E, a distance of 208.71 feet, along the West line of said subdivision and the East line of the tract, to a $\frac{1}{2}$ " iron pin for its Southeast corner; Thence S 67 degrees 14' 00" West, a distance of 208.71 feet along the South line of this tract, to a $\frac{1}{2}$ " iron pin found in the East line of McPherson Road for the Southwest corner of this tract; Thence N 22 degrees 46' 00" W, a distance of 208.71 feet, along the East right-of-way line of McPherson Road, to a $\frac{1}{2}$ " iron pin found for the Northwest corner of this tract; Thence N 67 degrees 14' 00" E, a distance of 208.71 feet, along the North line of this tract, to the Point of Beginning and containing 1.000 acre of land.

EXHIBIT B
DESCRIPTION OF PREMISES

To the Lease entered into as of this 10th day of January, 2006, by and between the City of Laredo, a municipal corporation ("Landlord"), and Alamosa Properties, L.P., a Texas limited partnership ("Tenant").

The Land is described and /or depicted as follows:

PARENT TRACT LEGAL DESCRIPTION:

344 Square feet out of a 1.00 acre tract of land situated in Pacion 23, Abstract 283, Leonardo Sanchez Original Grantee (Exhibit "A") Deed recorded in Volume 1341, Page 562, Deed Records of Webb County, Texas. Beginning at a $\frac{1}{2}$ " iron pin set in West Line of lot 7, Northridge Subdivision Unit 1, according to plat recorded in Volume 4, Page 54 and 55, Plat Records of Webb County, Texas, said point of Beginning being S 22 degrees 46' 00" E, a distance of 219.54 feet along the West line of said subdivision, from its Northwest corner, being the Northwest corner of Lot 10; Thence S 22 degrees 46' 00" E, a distance of 208.71 feet, along the West line of said subdivision and the East line of the tract, to a $\frac{1}{2}$ " iron pin for its Southeast corner; Thence S 67 degrees 14' 00" West, a distance of 208.71 feet along the South line of this tract, to a $\frac{1}{2}$ " iron pin found in the East line of McPherson Road for the Southwest corner of this tract; Thence N 22 degrees 46' 00" W, a distance of 208.71 feet, along the East right-of-way line of McPherson Road, to a $\frac{1}{2}$ " iron pin found for the Northwest corner of this tract; Thence N 67 degrees 14' 00" E, a distance of 208.71 feet, along the North line of this tract, to the Point of Beginning and containing 1.000 acre of land.

EXHIBIT B CONT.
DESCRIPTION OF PREMISES

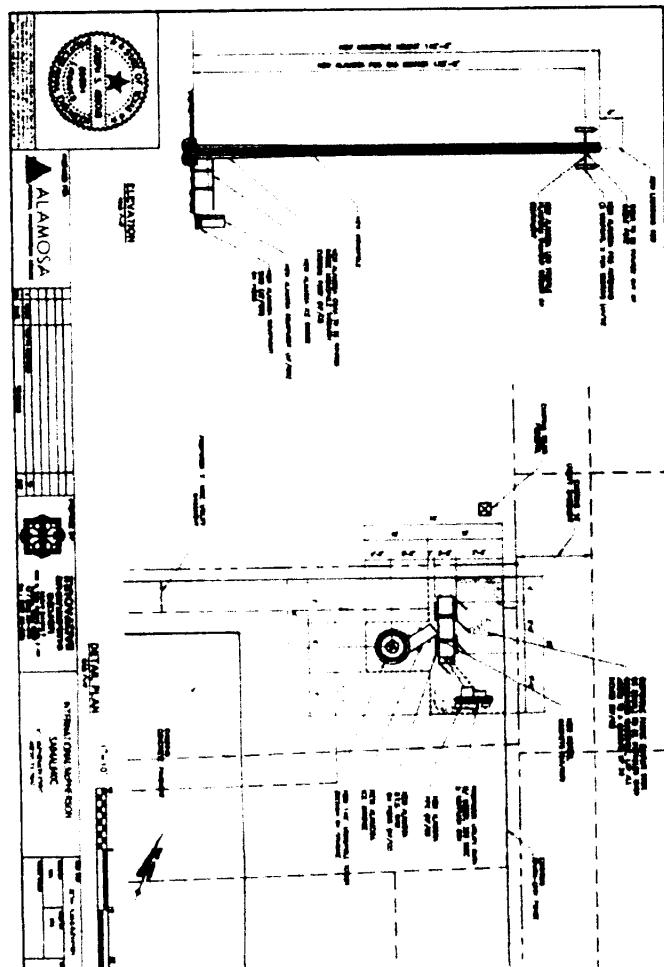


EXHIBIT B CONT
DESCRIPTION OF PREMISES

