

# 2010

**ORIGINAL**

**BUILDING AND ROOF  
LEASE AGREEMENT**

**COVER PAGE**

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**BUILDING AND ROOF LEASE AGREEMENT**

THIS BUILDING AND ROOF LEASE AGREEMENT ("Lease") is made and entered into as of the 23<sup>rd</sup> day of MAY, 1996, by and between Olmos Tower Apartments, Ltd., a Texas limited partnership, ("Landlord"), and Sprint Spectrum L.P., a Delaware limited partnership ("Tenant").

**AGREEMENTS****1. PREMISES**

In consideration of the mutual covenants and upon the terms and conditions set forth herein, Landlord leases to Tenant, and Tenant leases from Landlord, space ("Premises") on the roof of a building, currently known as Olmos Tower Apartments ("Building") owned by Landlord located on the real property in the City of San Antonio, Bexar Co., Texas, legally described on Exhibit A ("Property"). The Premises are more particularly shown on Exhibit B. Landlord also grants to Tenant the Access Easement and Utility Easement described in Section 5 of this Lease.

**2. USE**

The Premises will be used on a non-exclusive basis for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, and removing the following equipment:

**2.1** One device for transmitting and receiving microwave transmissions.

**2.2** Transmission lines and mounting and grounding hardware.

**2.3** A cabinet or vault not exceeding 12 x 28 to house portions of Tenant's communication equipment and telecommunications equipment consisting of base stations (s), wireless communication equipment, switch(es), power supply(ies), battery(ies), and accessories; such housing to be architecturally and aesthetically acceptable to Landlord in its sole discretion.

For the purposes of this Lease, all of Tenant's above-described equipment antennas, dishes, lines, switches, power supplies, batteries, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility".

The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Tenant may run transmission lines between Tenant's equipment and Tenant's antenna(s), dish(es) and grid(s), so long as same is aesthetically acceptable to Landlord in its reasonable discretion not to be unreasonably withheld or delayed. Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable so long as same is aesthetically acceptable to Landlord in its reasonable discretion not to be unreasonably withheld or delayed.

All of Tenant's equipment will be installed or altered at Tenant's sole cost and expense, in a good and workman-like manner and in accordance with electrical, mechanical and structural plans and specifications, approved in writing by Landlord prior to commencement of installation, such approval not to be unreasonably withheld or delayed. Said plans shall be deemed approved if not rejected within ten (10) days of submittal to Landlord.

### **3. TERM**

#### **3.1 Primary Term**

The primary term ("Primary Term") of this Lease will be for Five (5) years, and will commence upon the date of full execution of this lease by both parties hereto ("Commencement Date"), and will terminate at 11:59 p.m. on the date Five (5) years therefrom, unless sooner terminated as provided herein.

#### **3.2 Extended Term**

Tenant is granted the option to extend the Primary Term of this Lease for Four (4) additional periods of Five (5) years each ("Extended Term"), provided Tenant is not in default under this Lease at the time of extension. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise any option(s) to Landlord not less than sixty (60) days before expiration of the then current term.

### **4. RENT**

Tenant agrees to pay Landlord the annual sum of Fifteen Thousand Six Hundred Dollars (\$15,600.00) ("Rent"), payable in advance. The payment of the full annual rent for the first year of the Primary Term being due on or before the first (1st) day of the first (1st) calendar month following the one hundred twentieth (120th) day from the Commencement Date. Subsequent payments shall be due on or before the first (1st) day of the first (1st) calendar month following the annual anniversary of the Commencement Date of each and every calendar year during the Primary Term and each Extended Term. The rent during each Extended Term shall be increased fifteen percent (15%) over the

previous Primary Term or Extended Term. Rent will be paid to Landlord at its address designated in Section 8.

Rent for any period during the term of this Lease that is less than one (1) year will be prorated based on a three hundred sixty-five (365) day year. Rent which is not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by applicable law.

## **5. ACCESS AND UTILITIES**

Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and by utility companies, an easement and license on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility for the sole purposes of maintenance, operation and repair of such equipment (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). Provided, however, Tenant shall be required to deliver not less than twenty-four (24) hours prior written notice to Landlord of Tenant's need to enter the Premises and Communications Facility (except in the event of an emergency), and Tenant may, at Landlord's option, be accompanied by a representative of Landlord (except in the event Tenant has a broadcast emergency). Tenant will be responsible for any reasonable additional costs, such as, but not limited to, overtime incurred by Landlord as a result of entry by Tenant at any time other than normal business hours. Tenant further agrees to use Tenant's best efforts to minimize interruption to normal Building management services.

## **6. UTILITIES**

Tenant will be solely responsible for and promptly pay all charges for electricity or any other utility used or consumed by Tenant on the Premises. If necessary, Tenant will have a meter installed at the Premises for Tenant's utility use, and the cost of such meter and of installation, maintenance, and repair thereof will be paid for by Tenant. Tenant, at its sole expense, may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system, at its sole expense, to provide the greatest possible protection from lightning damage to the Communications Facility.

## **7. HOLDING OVER**

If Tenant holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Tenant will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Tenant will pay monthly rent in an amount that is twice one-twelfth (1/12th) of the Rent paid for the last preceding Primary Term or Extended Term. Tenant will continue occupying the

Premises from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days' prior written notice to the other.

## **8. NOTICE**

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

LANDLORD: Olmos Tower Apartments, Ltd.  
700 East Hildebrand  
San Antonio, Texas 78212  
ATTN: Thomas O. Brundage

TENANT: Sprint Spectrum L.P.  
7400 Blanco Road, Suite 200  
San Antonio, Texas 78216  
Attn: Property Manager  
Site #: 2010

with a copy to: Sprint Spectrum L.P.  
4717 Grand Avenue, Fifth Floor  
Kansas City, MO 64112  
Attn: Business Law Group

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

## **9. LIABILITY AND INDEMNITY**

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs or expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees, licensees. The provisions of this Section 9 will survive the termination of this Lease.

## **10. TERMINATION**

**10.1** In addition to the termination provision contained in Section 11 of this Lease, Tenant has the right to terminate this Lease at any time upon any of the following events:

**10.1.1** Upon providing Landlord one (1) year prior written notice; or

**10.1.2** If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked, or if Tenant, in its sole discretion, determines the cost of obtaining such approval is prohibitive; or

**10.1.3** If Tenant determines that the Premises are not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference.

**10.2** Tenant will give Landlord sixty (60) days written notice of termination of this Lease under the terms of Section 10.1.2. and 10.1.3. above. Upon termination, neither party will owe any further obligations under this Lease except for the indemnities and hold harmless provisions in this Lease, the provisions of this Section 10 and Section 18 of this Lease, the prompt reimbursement of pro-rata prepaid rent, or payment of monies owing by Tenant to Landlord, and Tenant's responsibility for removing all of the Communications Facility from the Premises and restoring the Premises to its condition as of the Commencement Date of this Lease, as near as practicable (normal wear and tear and casualty and condemnation loss excepted). If Tenant fails to remove any equipment or other item of property required to be removed within ten (10) days following the expiration or earlier termination of this Lease, Landlord may, at Landlord's option, remove such property from the Premises at the expense of Tenant and sell or dispose of same in such manner as Landlord deems advisable. Any property of Tenant remaining on the Premises more than ten (10) days after the expiration or earlier termination of this Lease will be deemed to have been abandoned by Tenant. The terms and provisions of this Section shall survive the termination or expiration of this Lease.

**10.3** Other than the rights and manner of termination as outlined herein and as contained elsewhere within this Lease, Landlord acknowledges that Tenant's Communication Facility will be used exclusively in rendering a public service subject to the jurisdiction of the Federal Communication Commission ("FCC") and that Tenant's Communication Facility may not be disconnected, interrupted or terminated in any manner without prior approval of the FCC.



## 11. DEFAULT

If Tenant fails to pay an installment of Rent or to make any other payment required under this Lease when due and such failure continues for a period of five (5) days, and/or if Tenant fails to comply with any material provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof from Landlord. Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which Landlord may be entitled. If any such non-monetary default can be cured but cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Lease if Tenant commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion and cures such matter within a reasonable time thereafter not exceeding an additional sixty (60) days. If Landlord is entitled to collect or otherwise remedy said damages, and if Landlord seeks enforcement of its rights through an attorney or other legal procedures, Landlord is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

If Landlord fails to comply with any material provision of this Lease, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant. Tenant may, at its option, cure the failure at Landlord's expense (which expense may, at Tenant's option, be deducted from rent) or terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Landlord will not be deemed to be in default under this Lease if Landlord commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Tenant is entitled to collect or otherwise remedy said damages, and if Tenant seeks enforcement of its rights through an attorney or other legal procedures, Tenant is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity.

No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.

Tenant hereby waives all rights under Chapter 93 of the Texas Property Code. In case of a conflict and to the extent allowed by applicable law, the terms of this Lease supersede and control the provisions of the Texas Property Code.

## **12. TAXES**

Unless separately billed to Tenant by a taxing authority, Tenant will pay annually to Landlord an amount equal to any increase in real estate taxes attributable to any improvement to the Premises made by Tenant. Tenant will pay to Landlord Tenant's share of any such tax within sixty (60) days of receipt of sufficient documentation indicating calculation of Tenant's share and payment of the real estate taxes by Landlord. Landlord must pay annually when due all real estate taxes and assessments attributable to the Premises, the Access Easement, the Utility Easement, and the tax lot(s) of which they are a part. Upon written request by Tenant, Landlord will furnish evidence of payment of such assessments and taxes. Tenant shall be responsible for the payment of all personal property taxes levied upon its Communications Facility, inclusive of its equipment contained therein.

## **13. INSURANCE**

### **13.1 Required Insurance of Tenant**

Tenant must, during the term of this Lease and at Tenant's sole expense, obtain and keep in force, not less than the following insurance:

**13.1.1** Property insurance, providing coverage on an "all risks" basis, (including coverage for fire, extended coverage, vandalism and malicious mischief), upon the Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility and naming Landlord and any mortgages designated by Landlord, from time to time, as additional insureds, as their interests may appear;

**13.1.2** Commercial General Liability insuring operations hazard, independent contractor hazard, broad form contractual liability, and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming Landlord and any mortgagee designated by Landlord, from time to time, as additional insureds, and containing a cross-liability clause; and

**13.1.3** Workers' Compensation and Employer's Liability Insurance insuring against and satisfying Tenant's obligations and liabilities under the Workers' Compensation laws of the State of Texas..

### **13.2 Required Insurance of Landlord**

Landlord must, during the term of this Lease and at Landlord's sole expense, obtain and keep in force, the following insurance:

**13.2.1** Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief on the Site, in an amount not less than 90% of the full replacement cost of the Site (excluding, however, the Communications Facility); and

**13.2.2** Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming Tenant as an additional insured.

### **13.3 Policies of Insurance**

All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the State of Texas which are reasonably satisfactory to Landlord. All policies must contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, failure to renew or termination of the insurance.

### **13.4 Certificate of Insurance**

Tenant will deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, a legally enforceable certificate of insurance on all policies procured by Tenant in compliance with Tenant's obligations under this Lease. Landlord will provide Certificates of Insurance to Tenant upon written request.

## **14. FIXTURES**

Landlord covenants and agrees that no part of the improvements installed, constructed, erected or placed by Tenant on the Premises or other real property owned by Landlord will be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Landlord to covenant and agree hereby that all personal property and improvements of every kind and nature installed, constructed, erected, or placed by Tenant on the Premises, or other real property owned or leased by Landlord, will be and remain the property of Tenant and may be removed by Tenant any time in Tenant's discretion provided (i) Tenant is not then in default, (ii) Tenant removes such equipment within the time specified in Section 10.2, and (iii) Tenant at its expense restores the Premises pursuant to Section 10.2.

## **15. ASSIGNMENT AND SUBLETTING BY TENANT**

Tenant may, without Landlord's consent, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility, to any party controlling,

controlled by or in common control with Tenant or any party acquiring substantially all of the assets of Tenant. No such assignment or subletting shall relieve Tenant of its monetary obligations hereunder.

## **16. PERMITS**

Landlord acknowledges that Tenant will be contacting the appropriate local governmental agencies for the purposes of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the installation, construction, operation and maintenance of the Communications Facility. Landlord agrees to fully cooperate with Tenant in obtaining the Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Permits as long as Landlord is not subject to any expenses or liability in connection with such permits.

## **17. DEBT SECURITY**

Tenant may, without Landlord's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness any or all of Tenant's interest in this Lease, any part thereof, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Facility, but not in any way encumbrance the Premises, the Building, or the Land. Promptly on Tenant's or Tenant's lender's request, Landlord shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents requested by any of Tenant's lenders including but not limited to waivers of Landlord's right to levy or distrain upon for rent any of Tenant's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents to giving notice to Tenant's lender(s) in the event of Tenant's default under the provisions of this Lease, consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in or to this Lease and the Communications Facility and nondisturbance agreements from Landlord and Landlord's lenders.

## **18. ENVIRONMENTAL MATTERS**

Landlord warrants and represents that the Property, the Building and improvements thereon are free of Hazardous Substances (as defined below). Landlord will indemnify, protect, defend, and hold harmless Tenant from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Tenant pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, dealing with matters relating to the environment, hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, "Hazardous Substances") in, upon or beneath the Property, the Building and the improvements

thereon, provided this indemnification shall not apply with respect to any Hazardous Substances released by Tenant.

Tenant will indemnify, protect, defend and hold harmless Landlord from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Landlord pursuant to any federal, state or local laws, implementing regulations, common law or otherwise dealing with matters relating to Hazardous Substances released by Tenant in, upon or beneath the Property, the Building, and the improvements thereon.

## **19. CONDEMNATION/CASUALTY**

If any governmental, public body or other condemning authority takes, or if Landlord transfers in lieu of such taking, all or part of the Building or if the Building is damaged by any casualty, and in any such case thereby making it physically or financially infeasible for the Premises to be used in the manner intended by this Lease, either party shall have the right to terminate this Lease effective as of the date of the taking by the condemning party or conveyance in lieu thereof or such casualty loss and the rental shall be prorated appropriately. If only a portion of the Premises, Access Easement or Utility Easement is taken, or a only a portion of the Building is damaged and Landlord elects not to terminate this Lease under this provision, then the Lease shall continue but rental payments provided under this Lease shall abate proportionately, but only as to the portion taken which is not then usable by Tenant. In such event, Landlord shall make all necessary repairs and alterations to restore the portion of the Building remaining to as near its former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation, transfer or casualty loss).

## **20. TITLE**

Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Building and the Property free and clear of all liens, encumbrances and exceptions, except those of record on the Commencement Date of this Lease described in Exhibit B attached hereto, of duration and quality equal to that conveyed to Tenant by this Lease. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.

## **21. QUIET ENJOYMENT**

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any person(s) or entity(ies) claiming under the Landlord.

## **22. CONTINGENCIES**

Notwithstanding anything contained herein to the contrary, and in addition to and not in limitation of Tenant's other rights hereunder, it is expressly agreed that Tenant's obligations under this Lease are conditioned upon:

**22.1** Tenant's satisfaction with the status of title to the Premises and Tenant's receipt of a leasehold title insurance policy insuring its leasehold interest in the Premises, in form and substance satisfactory to Tenant. Landlord shall execute the standard form of title company affidavit in order to enable Tenant to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Tenant and which do not interfere with Tenant's use of the Premises (but Landlord shall have no obligation to cure or remove any title exceptions of any kind);

**22.2** Landlord's obtaining and furnishing to Tenant:

**22.2.1** A non-disturbance agreement fully executed and in recordable form between Tenant and the holder of any mortgage, lien, encumbrance, estate or any other prior interest in the Property ("Superior Interest Holder"); and

**22.2.2** A written consent to this Lease executed by any Superior Interest Holder, all in form and substance reasonably satisfactory to Tenant; and

**22.3** Tenant's satisfaction, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; Tenant's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Tenant to use and operate the Communication's Facility on the Premises.

**22.4** Tenant can terminate if such contingencies are not satisfied within one hundred and twenty (120) days from the date and year first above written.

## **23. INTERFERENCE**

**23.1** Landlord will not use, allow or permit the Property or Building to be used in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. Landlord shall not permit any radio transmitter or other communication equipment, antennae, microwave dishes or any other equipment or facilities to be located on the Land or on or within the Building if any harmful interference will result from such transmitter, equipment, antennae, dishes or other equipment or devices to the Communications Facility. In the event of such interference, Landlord shall immediately cause such interfering operations to cease until such interference is eliminated.

**23.2** It is agreed that Tenant shall not operate Tenant's Communications Facility at any frequency which causes interference with Landlord's communication equipment or that of any other tenant of the Building as of the date of this Lease. It is agreed that Landlord shall in any future lease, cause to be contained therein interference language substantially similar to that contained in this Section 23. Tenant shall provide Landlord with prior written notice of any change of any frequency or frequencies at which Tenant is operating the Communications Facility and such change must comply with the license granted to Tenant by the FCC.

#### **24. COMPLIANCE**

Landlord represents and warrants that all operations conducted by Landlord in connection with the Property meet all applicable state, federal, county and local codes and regulations. Landlord agrees that it will conduct its operations in the future in accordance with all such codes and regulations. Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

During the term of this Lease, Tenant will comply with all applicable laws relating to Tenant's use of the Premises including, but not limited to, all applicable rules and regulations of the Federal Communications Commission (FCC) or any successor agency to the FCC and the electrical and fire codes of any governmental authority having jurisdiction over the Building. Tenant will not commit or suffer to be committed any waste on the Premises or any nuisance.

#### **25. RECORDATION**

Upon the request of Tenant, Landlord agrees to promptly execute and deliver to Tenant a memorandum of lease in a recordable form setting forth the general terms of this Lease.

#### **26. LIENS**

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold Landlord harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Premises to be released of record by payment or posting of a proper bond within fifteen (15) days after written request by Landlord.

**27. SUBORDINATION**

Tenant agrees that this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, provided that Tenant's possession of the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Tenant agrees to attorn to the mortgagee, trustee or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof or any other transfer in lieu of foreclosure; provided that, Tenant's possession of and leasehold interest in and to the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease.

Any sale, transfer or assignment of Landlord's interest herein in and to the premises other than to Tenant, shall be subject to this Lease and Tenant's rights and interest hereunder such that same shall not be disturbed.

**28. ENTIRE AGREEMENT AND BINDING EFFECT**

This Lease and any attached exhibits and nondisturbance and attornment agreement(s) mentioning this Lease, constitute the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

**29. GOVERNING LAW**

This Lease shall be construed under, governed by and enforced in accordance with the laws of the State of Texas.



IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

TENANT: SPRINT SPECTRUM L.P.

BY: James M. Burrus  
James M. Burrus  
Director Engineering & Operations

Date: 5-23-96

Site Number: SAT 2010

LANDLORD: OLMOS TOWER APARTMENTS, LTD.

By: Thomas Q. Brundage  
Name: Olmos Tower Apartments, LTD  
Title: manager - partner  
Date: 5-23-96  
SSN/TX ID#: 742493888

Site Number: SAT 2010

**EXHIBIT "A"**

Attached to and made part of that certain Lease Agreement dated MAY 23, 1996, by and between Olmos Tower Apartments, Ltd., LESSOR, and Sprint Spectrum L.P., LESSEE.

**PROPERTY DESCRIPTION**

located in Bexar County, Texas, to-wit:

Lot Thirty-four (34), New City Block A-52, THOMAS L. BRUNDAGE SUBDIVISION in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 5140, page 111, Deed and Plat Records of Bexar County, Texas, such property being the same property conveyed to GRANTOR herein in deed recorded in Volume 7727, Page 598, of the Deed Records of Bexar County, Texas.

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Site Name: Olmos Tower

Site Number: SAT 2010

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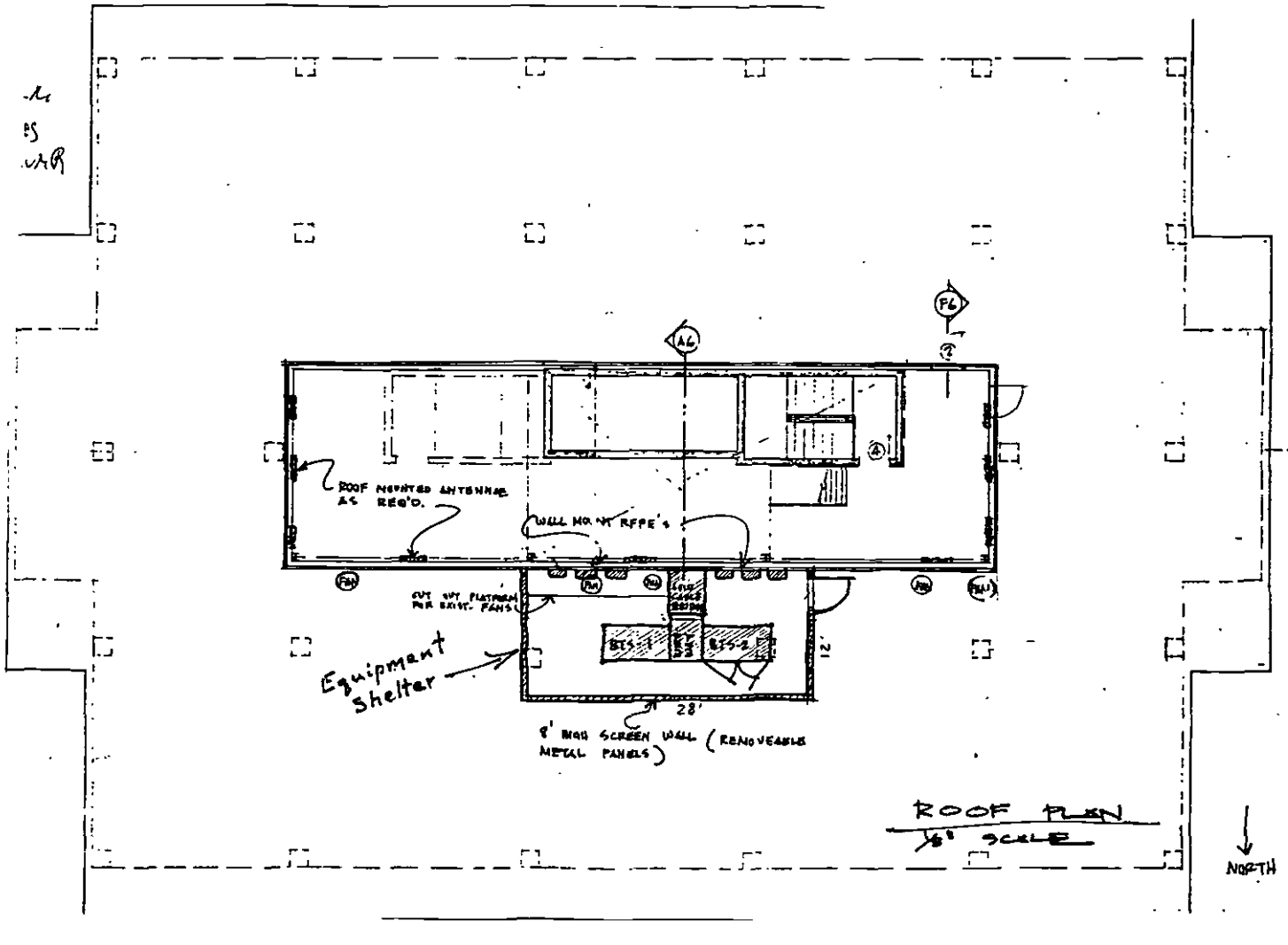
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EXHIBIT "B"

Attached to and made part of that certain Lease Agreement dated MAY 23<sup>rd</sup>, 1996, by and between Olmos Tower Apartments, Ltd., LESSOR, and Sprint Spectrum L.P., LESSEE.

ILLUSTRATION



Site Name: Olmos Tower

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