

AN ORDINANCE 2015-06-18-0581

APPROVING OF THE ASSIGNMENT OF TOWER LICENSE AGREEMENTS WITH CPS ENERGY TO CROWN CASTLE TOWERS 06-2 LLC FOR FRATT, GREY FOREST, HILL COUNTRY AND PEARSALL RD TOWER LICENSE AGREEMENTS.

* * * * *

WHEREAS, the tower sites located at 120101 Toepperwein Rd, 7439 Heuermann Rd, 18850 FM 1535, and 5287 Pearsall Rd are an integral component of the TSSM system, an intelligent transportation system and traffic signal improvement system which maintains optimal timing plans for approximately 1,200 traffic signals throughout the City of San Antonio (the “City”); and

WHEREAS, the tower sites were owned and managed by CPS Energy; and

WHEREAS, the City entered into tower license agreements with CPS Energy for implementation of its TSSM system; and

WHEREAS, CPS Energy has assigned all of rights, title, and interest in the “Fratt”, “Grey Forest”, “Hill Country” and “Pearsall Rd” tower license agreements with the City to Crown Castle Towers, 06-2 LLC (“Crown Castle”); and

WHEREAS, pursuant to the terms of the assignment Crown Castle accepts all right, title, and interest in the Tower Licenses with the City and agrees to assume, satisfy, perform, and discharge its obligations in accordance with the terms of the Tower Licenses; and

WHEREAS, approval of the assignment of the Tower Licenses will allow service to remain in place for traffic management; and

WHEREAS, the City will compensate Crown Castle under the terms of the Tower Licenses;
NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The form of the assignment of all the rights, title, interest, and liabilities, in the Tower License Agreements from CPS Energy to Crown Castle is hereby approved as attached for all purposes as **Exhibit A**.

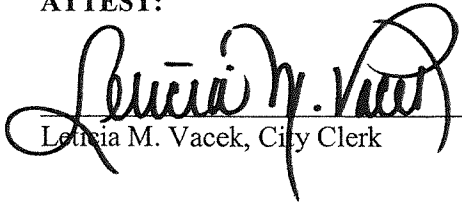
SECTION 2. Funding for the above Tower Licenses is available in General Ledger No. 5206010, Cost Center 0905010002, and Fund No.74001000 Information Technology Services.

SECTION 3. This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes of the City Council. If less than eight (8) affirmative votes are received, then this Ordinance shall be effective ten (10) days after passage.

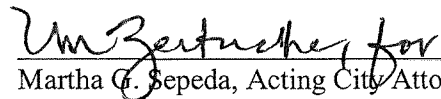
PASSED AND APPROVED this 18th day of June, 2015.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Martha G. Sepeda, Acting City Attorney

Agenda Item:	55 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)						
Date:	06/18/2015						
Time:	10:00:14 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the assignment of license agreements with CPS Energy under Ordinances 2009-12-10-1033 and 93963 to Crown Castle Towers 06-2 LLC, for Fratt, Grey Forest, Hill Country, and Pearsall Road Tower Licenses. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Director, Information Technology Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit A

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

(CPS)

THIS MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is hereby made and entered into as of the 13th day of January, 2014 (the "Closing Date"), by and between **THE CITY OF SAN ANTONIO, TEXAS**, a municipal corporation acting by and through the City Public Service Board of San Antonio, Texas, having a mailing address of 145 Navarro, San Antonio, Texas 78205 ("Grantor/Assignor"), and **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Grantee/Assignee").

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement effective as of the Closing Date by and between Grantor/Assignor and Grantee/Assignee (the "Asset Purchase Agreement"), Grantor/Assignor desires to grant, convey, sell, assign, transfer and deliver to Grantee/Assignee, and Grantee/Assignee wishes to accept, and to assume certain liabilities with respect to, certain assets more particularly described herein, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Incorporation of Recitals; Definitions. The foregoing recitals are true and correct and are expressly incorporated herein by this reference. Any capitalized terms not defined herein shall have those meanings as set forth in Exhibit A to the Asset Purchase Agreement.

Section 2. Grant, Conveyance, Sale, Assignment, Transfer and Delivery of Assets. Effective as of the Closing Date, Grantor/Assignor hereby grants, conveys, sells, assigns, transfers and delivers to Grantee/Assignee free and clear of all Encumbrances, except for Permitted Encumbrances, all of Grantor/Assignor's right, title and interest in and to the Purchased Assets, other than the Easement Site Assets. Without limiting the foregoing, the Purchased Assets include the following assets and property of Grantor/Assignor (other than such assets and property that are Easement Site Assets): (a) the Tower Structures identified on **Exhibit A** hereto (other than the Grantor Reservation and Grantor Reserved Space), all Tower Related Assets, all claims of Grantor/Assignor against third parties relating exclusively to the Purchased Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, all rights under any Governmental Permits exclusively held with respect to the ownership or use of any Tower Structure, to the extent assignable or transferable, and the Grantee Shelter Rights; (b) the Assumed Contracts, including all of the Tower Licenses identified on **Exhibit B** hereto; and (c) all of Grantor/Assignor's right, title and interest in and to the rents and license fees (other than payments for utilities and escort fees), including any escalations or increases thereto, due to

Grantor/Assignor pursuant to the Tower Licenses identified on **Exhibit C** hereto. For the avoidance of any doubt, all current and future obligations under the Tower Licenses identified on **Exhibit C** shall be retained by Grantor/Assignor from and after the Closing Date and shall be treated as a Retained Liability under the Asset Purchase Agreement and only the revenue stream related to such Tower Licenses is being assigned to Grantee/Assignee hereunder.

Section 3. Assumption of Assumed Liabilities. Effective as of the Closing Date, Grantee/Assignee hereby accepts all right, title and interest of Grantor/Assignor in, to and under the Purchased Assets, other than the Easement Site Assets, and, subject in all respects to the limitations set forth in the Asset Purchase Agreement, assumes and agrees to pay when due, satisfy, perform and discharge in accordance with the terms thereof all Assumed Liabilities (and only the Assumed Liabilities), but excluding any Assumed Liabilities associated with the Easement Site Assets. Notwithstanding the assumption of the Assumed Liabilities with respect to the Purchased Assets acquired hereunder as set forth above, nothing herein shall be deemed or construed to relieve Grantor/Assignor, or to be an assumption by Grantee/Assignee, of any Retained Liability or of any liability arising from any event, condition, occurrence or other matter which is the subject of a Default by Grantor/Assignor of a representation, warranty or covenant contained in the Asset Purchase Agreement, irrespective of whether such liability arises or matures on, before or after the Closing Date..

Section 4. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

Section 5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to its choice or conflict of laws provisions.

Section 6. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied or emailed to the other party and that the executed telecopy or emailed copy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts.

Section 7. Terms of the Asset Purchase Agreement. This Agreement is executed and delivered under and subject to the Asset Purchase Agreement, and nothing contained in this Agreement shall be deemed to modify any of the provisions of the Asset Purchase Agreement or any rights or obligations of Grantor/Assignor or Grantee/Assignee under the Asset Purchase Agreement. The delivery of this Agreement shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Asset Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Asset Purchase Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control in all instances.

Section 8. Further Assurances. The parties hereto hereby covenant and agree to execute and have executed all such further assignments, instruments of transfer and agreements and to take (or cause to be taken) all such further actions as may reasonably be necessary or appropriate to (i) effect, evidence or record Grantor/Assignor's conveyance, sale, assignment, transfer and delivery of the Purchased Assets (excluding any Easement Site Assets) to Grantee/Assignee and (ii) facilitate the assumption and discharge of the Assumed Liabilities (excluding any Assumed Liabilities associated with the Easement Site Assets) by Grantee/Assignee.

Section 9. Severability. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written, but effective as of the Closing Date.

GRANTOR/ASSIGNOR:

CITY OF SAN ANTONIO, TEXAS, acting by and through the City Public Service Board of San Antonio, Texas

By: _____
Name: _____
Title: _____

GRANTEE/ASSIGNEE:

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT]
[CPS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written, but effective as of the Closing Date.

GRANTOR/ASSIGNOR:

CITY OF SAN ANTONIO, TEXAS, acting by and through the City Public Service Board of San Antonio, Texas

By: 

Name: Doyle N Benetoff

Title: President & CEO

GRANTEE/ASSIGNEE:

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT]
[CPS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written, but effective as of the Closing Date.

GRANTOR/ASSIGNOR:

CITY OF SAN ANTONIO, TEXAS, acting by and through the City Public Service Board of San Antonio, Texas

By: _____
Name: _____
Title: _____

GRANTEE/ASSIGNEE:

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: *[Signature]*
Name: *Philip M. Kelley*
Title: *Senior Vice President -*
Corporate Development and Strategy

[SIGNATURE PAGE TO MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT]
[CPS]

EXHIBIT A

Tower Structures

TOWER SITE NAME	TOWER SITE I.D. #	LOCATION: CITY, COUNTY AND STATE	TOWER TYPE	HEIGHT OF TOWER	HEIGHT ABOVE GROUND LEVEL	HEIGHT ABOVE MEAN SEA LEVEL	LONGITUDE	LATITUDE
Anderson Loop	L0	5035 W. Loop 1604 N, San Antonio, Bexar, Texas	Monopole	180	195	1136	-98.71864	29.484406
Austin Rd.	D2	455 Lanark Dr., San Antonio, Bexar, Texas	Monopole	170	190	900	-98.40807	29.503839
Ball Park	Z1	306 Mission Rd., San Antonio, Bexar, Texas	Monopole	170	190	805	-98.48847	29.396958
Bandera Rd.	O2	6351 Evers., San Antonio, Bexar, Texas	Monopole	180	195	1067	-98.61003	29.498842
Beck Rd.	Z0	8675 Hwy 87 E., San Antonio, Bexar, Texas	Monopole	170	190	808	-98.31508	29.350861
Braunig LCH CR.	U2 PP.	15291 Streich Rd., San Antonio, Bexar, Texas	Lattice	200	200	712	-98.35056	29.242222
Brooks Field	V2	8901 Corpus Christi Rd., San Antonio, Bexar, Texas	Monopole	135	135	690	-98.44941	29.334369
Buckeye	Y4	3420 W. Avenue, San Antonio, Bexar, Texas	Monopole	170	190	980	-98.52446	29.493922
Cagnon Comm. Bldgs	R5RB	2220 Grosenbacher. San Antonio, Bexar, Texas	Lattice	220	245	1090	-98.68361	29.416389
Castle Hills	J2	2002 Lockhill-Selma, San Antonio, Bexar, Texas	Monopole	170	170	1049	-98.52606	29.538833
Chavaneaux Rd.	B4	8862 Garnett, San Antonio, Bexar, Texas	Monopole	125	190	784	-98.51016	29.33535
Cibolo Creek	0	24015 Cibolo Vista, San Antonio, Bexar, Texas	Lattice	170	170	1141	-98.38526	29.665053

TOWER SITE NAME	TOWER SITE I.D. #	LOCATION: CITY, COUNTY AND STATE	TOWER TYPE	HEIGHT OF TOWER	HEIGHT ABOVE GROUND LEVEL	HEIGHT ABOVE MEAN SEA LEVEL	LONGITUDE	LATITUDE
Cibolo Gate Regulator Station	0	29954 Leroy Scheel #1, Bulverde, Comal, Texas	Monopole	75			-98.48485	29.742259
Coliseum	M2	624 Rotary St, San Antonio, Bexar, Texas	Monopole	170	190	850	-98.44446	29.433564
De Zavala	W4	4150 Lockhill-Selma, San Antonio, Bexar, Texas	Monopole	170	190	1185	-98.5671	29.572311
Dresden	J3	5265 Blanco Rd, San Antonio, Bexar, Texas	Monopole	170	170	922	-98.50804	29.498422
Elm Creek	E5	3251 Mesquite Pass Rd, Seguin, Guadalupe, Texas	Lattice	320	330	893	-97.99824	29.469383
Encino Park	C0	18845 Hwy 281 N, San Antonio, Bexar, Texas	Monopole	180	195	956	-98.46863	29.615225
Fair Ave-CS. Bldgs.	FAIR	1471 E. Fair, San Antonio, Bexar, Texas	Lattice	220	245	940	-98.45529	29.3844
Fair Oaks Ranch	R0	6611 Dietz Elkhorn, Boerne, Kendall, Texas	Monopole	100	130	1425	-98.59126	29.73355
Fern St.	F4	1303 Hoefgen St., San Antonio, Bexar, Texas	Monopole	145	160	795	-98.47924	29.40515
Five Points	M1	1111 N. Frio St., San Antonio, Bexar, Texas	Monopole	170	190	848	-98.50557	29.437453
Floresville	C3	A St. SW of Hwy 181, Floresville, Wilson, Texas	Lattice	200	220	645	-98.14536	29.125306
Fratt	S4	12010 Toepperwein Rd., San Antonio, Bexar, Texas	Lattice	265	275	1180	-98.34279	29.548283
Fredericksburg Rd.	T1	5180 Fredericksburg Rd., San Antonio, Bexar, Texas	Monopole	125	150	1052	-98.5596	29.503617
Green Mt.	F0	19365 Marbach Ln., Garden Ridge, Comal, Texas	Monopole	180	195	1009	-98.30047	29.61975

Exhibit A-2

TOWER SITE NAME	TOWER SITE LD. #	LOCATION: CITY, COUNTY AND STATE	TOWER TYPE	HEIGHT OF TOWER	HEIGHT ABOVE GROUND LEVEL	HEIGHT ABOVE MEAN SEA LEVEL	LONGITUDE	LATITUDE
Grey Forest Bldgs.	GREY	7439 Heuermann Rd., San Antonio, Bexar, Texas	Lattice	220	245	1690	-98.6303	29.633558
Grissom Rd.	Y2	8250 Grissom Rd., San Antonio, Bexar, Texas	Monopole	170	190	1085	-98.64946	29.476064
Harlandale	P0	130 W. Huff, San Antonio, Bexar, Texas	Monopole	145	155	770	-98.49585	29.363289
Harmony Hills	J4	12297 West Ave, San Antonio, Bexar, Texas	Monopole	110	119	959	-98.50752	29.551894
Helotes	H3	11253 Leslie Rd., San Antonio, Bexar, Texas	Monopole	170	190	1209	-98.68206	29.548775
Highland Hills	Q2	4325 SE Military Dr., San Antonio, Bexar, Texas	Monopole	160	190	750	-98.40946	29.358844
Hill Country Comm. Bldgs.	T5CS	18850 FM 1535, San Antonio, Bexar, Texas	Guyed	440	440	1550	-98.57058	29.621892
Hollywood Park	Z2	16822 Hwy 281 N., San Antonio, Bexar, Texas	Monopole	170	190	1085	-98.47224	29.594947
Howard Rd	S1	14385 S.H. 16 S, San Antonio, Bexar, Texas	Monopole	180	195	793	-98.57284	29.280678
Kirby	C4	5058 Seguin Rd, San Antonio, Bexar, Texas	Monopole	160	160	860	-98.39241	29.465831
La Sierra	U1	18685 IH 10 W., San Antonio, Bexar, Texas	Monopole	150	190	1289	-98.60771	29.617175
Leon Creek	D5	7718 Quintana Rd, San Antonio, Bexar, Texas	Lattice	165	170	807	-98.57474	29.350511
Los Angeles Heights	T0	1907 W. Hildebrand, San Antonio, Bexar, Texas	Monopole	170	190	933	-98.52662	29.466975
Lytle*	X2	17414 W. FM, Lytle, Atascosa, Texas	Lattice	120	130	890	-98.80444	29.250833
Marbach Rd.	P2	1818 Hunt Ln., San Antonio, Bexar, Texas	Monopole	170	190	925	-98.66224	29.414953
Medical Center	M3	4634 Hamilton-Wolfe Rd, San Antonio, Bexar,	Monopole	170	175	1157	-98.57363	29.520644

Exhibit A-3

TOWER SITE NAME	TOWER SITE I.D. #	LOCATION: CITY, COUNTY AND STATE	TOWER TYPE	HEIGHT OF TOWER	HEIGHT ABOVE GROUND LEVEL	HEIGHT ABOVE MEAN SEA LEVEL	LONGITUDE	LATITUDE
		Texas						
Medina Base	X1	1930 Springvale Dr., San Antonio, Bexar, Texas	Monopole	170	190	965	-98.63474	29.380789
Merida St.	R2	1130 Merida St., San Antonio, Bexar, Texas	Monopole	170	190	865	-98.54002	29.4094
Mission Road District Cnt.	MRDC	613 Mission Rd., San Antonio, Bexar, Texas	Monopole	125	136	748	-98.49185	29.393383
Nacogdoches	K2	9911 Perrin Beitel, San Antonio, Bexar, Texas	Monopole	180	195	999	-98.4185	29.5181
Northwest District Cnt.	NWDC	2362 Loop 410, San Antonio, Bexar, Texas	Monopole	150	190	970	-98.52845	29.512878
Olmos	H1	5950 McCullough, San Antonio, Bexar, Texas	Monopole	170	190	925	-98.49114	29.484119
Pearsall Rd.	A4	5287 Pearsall Rd, San Antonio, Bexar, Texas	Monopole	170	170	887	-98.60155	29.3569
Pinn Rd.	D4	1950 Pinn Rd, San Antonio, Bexar, Texas	Monopole	170	190	900	-98.62405	29.413428
Randolph Field	W2	306 Aviation, San Antonio, Bexar, Texas	Monopole	145	147	911	-98.29084	29.543414
Skyline	P3	4221 Jung Rd., San Antonio, Bexar, Texas	Monopole	170	190	1050	-98.40974	29.580228
Sommers/Deely	N3-N4	9599 Gardner, San Antonio, Bexar, Texas	Lattice	160	160	658	-98.32202	29.289194
South San	J0	802 Somerset Rd., San Antonio, Bexar, Texas	Monopole	170	190	840	-98.54016	29.367317
Southwest District Center	SWDC	7814 S. Zarzamora, San Antonio, Bexar, Texas	Monopole	170	190	835	-98.53335	29.348567
St. Hedwig (ESD)	L2	4919 E. Houston St., San Antonio, Bexar, Texas	Monopole	170	190	845	-98.39585	29.424122
Talley	0	9077 471 FM North, San Antonio, Bexar, Texas	Monopole	165	184	1190	-98.80116	29.517559
Terrell Hills	E2	110 Rittiman Rd, San Antonio, Bexar, Texas	Monopole	125	150	960	-98.45279	29.484397
TX Research	V3	1325 Zeta R., San Antonio, Bexar, Texas	Monopole	180	195	1162	-98.0698	29.4204

Exhibit A-4

TOWER SITE NAME	TOWER SITE I.D. #	LOCATION: CITY, COUNTY AND STATE	TOWER TYPE	HEIGHT OF TOWER	HEIGHT ABOVE GROUND LEVEL	HEIGHT ABOVE MEAN SEA LEVEL	LONGITUDE	LATITUDE
Thelma Radio TWR #2	THLM	22818 Hwy. 16 South, San Antonio, Bexar, Texas	Guyed	260	266	1016	-98.58222	29.181389
Walzem Rd.	O3	6015 Walzem Rd., San Antonio, Bexar, Texas	Monopole	170	190	975	-98.36946	29.509672
Westside	E1	366 N San Joaquin, San Antonio, Bexar, Texas	Monopole	170	170	870	-98.56085	29.439675

*Lytle tower is at end of its useful life, is not in good operating condition, may contain material defects and needs to be replaced.

EXHIBIT B

Tower Licenses

TOWER SITE NAME	TOWER SITE I.D. #	TOWER LICENSE I.D. #	TENANT (CUSTOMER)	COMMENCEMENT DATE	CURRENT TERM END DATE
Austin Rd.	D2	SAT-094	STX Wireless	4/1/2006	3/30/2021
Austin Rd.	D2	SA01316D	T-Mobile	5/17/1999	4/30/2014
Austin Rd.	D2	202308	Verizon	5/13/2010	4/8/2020
Ball Park	Z1	SAT-252-P/ SA379	STX Wireless	5/1/2006	4/30/2021
Ball Park	Z1	SA01105C	T-Mobile	4/12/1999	4/11/2014
Ball Park	Z1	TX2163A	Sprint Nextel	7/1/2010	2/19/2015
Bandera Rd.	O2	SAT-287-P/ SA466	STX Wireless	5/1/2006	4/30/2021
Bandera Rd.	O2	TX-SAN279	Clearwire	2/20/2010	6/30/2014
Bandera Rd.	O2	202009	Verizon	1/20/2011	4/8/2020
Brooks Field	V2	SA01426E	T-Mobile	11/1/2005	10/30/2019
Brooks Field	V2	202606	Verizon	5/13/2010	4/8/2020
Buckeye	Y4	SA13XC164	Sprint Nextel	7/1/2010	2/19/2015
Cagnon Comm. Bldgs	R5RB	SAT-065	STX Wireless	4/1/2006	3/31/2021
Cagnon Comm. Bldgs	R5RB	SA01432C	T-Mobile	6/12/1999	6/11/2014
Cagnon Comm. Bldgs	R5RB	202801	Verizon	5/14/2010	4/8/2020
Castle Hills	J2	SAT-096	STX Wireless	4/1/2006	3/31/2021
Castle Hills	J2	SA01319A	T-Mobile	6/1/1999	5/31/2014
Castle Hills	J2	202117	Verizon	5/14/2010	4/8/2020
Chavaneaux Rd.	B4	SAT-111	STX Wireless	4/1/2006	3/30/2021
Chavaneaux Rd.	B4	SA01433C	T-Mobile	6/12/1999	6/11/2014
Coliseum	M2	SA01221B	T-Mobile	5/17/1999	4/30/2014
Coliseum	M2	TX2904	Sprint Nextel	7/1/2010	2/19/2015
Coliseum	M2	202401	Verizon	5/14/2010	4/8/2020
De Zavala	W4	SAT-265-P/ SA408	STX Wireless	5/1/2006	4/30/2021
De Zavala	W4	SA01334A	T-Mobile	7/1/1999	6/30/2014
De Zavala	W4	SA13XC124	Sprint Nextel	7/1/2010	2/19/2015

Exhibit C-1

TOWER SITE NAME	TOWER SITE I.D. #	TOWER LICENSE I.D. #	TENANT (CUSTOMER)	COMMENCEMENT DATE	CURRENT TERM END DATE
De Zavala	W4	TX-SAN027	Clearwire	12/20/2009	6/30/2014
De Zavala	W4	202101	Verizon	5/14/2010	4/8/2020
Dresden	J3	SA01331A	T-Mobile	5/17/1999	4/30/2014
Dresden	J3	202314	Verizon	5/14/2010	4/8/2020
Fair Ave-CS. Bldgs.	FAIR	SANTTX01A	Stelera	10/1/2007	9/30/2022
Fair Ave-CS. Bldgs.	FAIR	SA01313A	T-Mobile	6/1/1999	5/30/2014
Fair Ave-CS. Bldgs.	FAIR	202403	Verizon	5/14/2010	4/8/2020
Fern St.	F4	202705	Verizon	5/14/2010	4/8/2020
Five Points	M1	SA01102A	T-Mobile	5/17/1999	5/16/2014
Five Points	M1	202508	Verizon	5/15/2010	4/8/2020
Fratt	S4	MSA 33/6460	ST Messaging	7/7/1999	7/6/2014
Fratt	S4	SA01401B	T-Mobile	8/16/1999	7/31/2014
Fratt	S4	TX2919E	Sprint Nextel	7/1/2010	2/19/2015
Fratt	S4	None	COSA	4/8/2010	2/3/2020
Fratt	S4	TX-SAN226	Clearwire	11/25/2009	6/30/2014
Fredericksburg Rd.	T1	SA01259A	T-Mobile	7/12/2000	6/11/2014
Grey Forest Bldgs.	GREY	None	COSA	4/8/2010	2/3/2020
Grey Forest Bldgs.	GREY	202013	Verizon	5/15/2010	4/8/2020
Grissom Road	Y2	SAT-062	STX Wireless	4/1/2006	3/31/2021
Grissom Road	Y2	SA01121A	T-Mobile	3/23/1999	3/22/2014
Grissom Road	Y2	202008	Verizon	5/16/2010	4/8/2020
Harlandale	P0	SA01311A	T-Mobile	8/1/1999	7/31/2014
Harmony Hills	J4	202119	Verizon	5/16/2010	4/8/2020
Helotes	H3	SA01440A	T-Mobile	4/16/1999	4/15/2014
Helotes	H3	202002	Verizon	5/13/2010	4/8/2020
Highland Hills	Q2	202405	Verizon	5/16/2010	4/8/2020
Hill Country Comm. Bldgs.	T5CS	SA57XR083	Sprint Nextel	8/1/2010	2/19/2015
Hill Country Comm. Bldgs.	T5CS	None	COSA	4/8/2010	2/3/2020

Exhibit B-2

TOWER SITE NAME	TOWER SITE I.D. #	TOWER LICENSE I.D. #	TENANT (CUSTOMER)	COMMENCEMENT DATE	CURRENT TERM END DATE
Hollywood Park	Z2	SAT-039	STX Wireless	4/1/2006	3/31/2021
Hollywood Park	Z2	SA01204C	T-Mobile	6/1/1999	5/30/2014
Kirby	C4	SA01208E	T-Mobile	6/12/1999	5/30/2014
Kirby	C4	TX2920	Sprint Nextel	7/1/2010	2/19/2015
Kirby	C4	202202	Verizon	5/13/2010	4/8/2020
La Sierra		SA0-1424F	T-Mobile	3/1/2006	2/28/2021
Los Angeles Heights	T0	SA01225A	T-Mobile	6/1/1999	5/31/2014
Los Angeles Heights	T0	SA13XC158	Sprint Nextel	7/1/2010	2/19/2015
Los Angeles Heights	T0	TX-SAN097	Clearwire	2/4/2010	6/30/2014
Los Angeles Heights	T0	202505	Verizon	5/13/2010	4/8/2020
Marbach Rd.	P2	SA01303A	T-Mobile	4/16/1999	4/15/2014
Marbach Rd.	P2	202802	Verizon	5/13/2010	4/8/2020
Medical Center	M3	SA60XC183	Sprint Nextel	8/1/2010	2/19/2015
Medina Base	X1	SA01330C	T-Mobile	5/17/1999	5/16/2014
Medina Base	X1	TX2911	Sprint Nextel	7/1/2010	2/19/2015
Medina Base	X1	202601	Verizon	5/13/2010	4/8/2020
Merida St.	R2	SAT-293-P/ SA502	STX Wireless	5/1/2006	4/30/2021
Merida St.	R2	SA01308A	T-Mobile	5/17/1999	5/16/2014
Merida St.	R2	202507	Verizon	5/13/2010	4/8/2020
Northwest District Cnt.	NWDC	SA01347A	T-Mobile	8/17/1999	7/31/2014
Northwest District Cnt.	NWDC	202301	Verizon	5/12/2010	4/8/2020
Olmos	H1	202307	Verizon	5/12/2010	4/8/2020
Pearsall Rd.	A4	None	COSA	12/1/2002	11/30/2017
Pearsall Rd.	A4	SA01333A	T-Mobile	7/1/1999	6/30/2014
Pearsall Rd.	A4	SA60XR169	Sprint Nextel	7/1/2010	2/19/2015
Pearsall Rd.	A4	TX-SAN181	Clearwire	12/20/2009	6/30/2014
Pearsall Rd.	A4	202602	Verizon	5/12/2010	4/8/2020
Pinn Rd.	D4	SAT 066	STX Wireless	4/1/2006	3/31/2021
Pinn Rd.	D4	SA01304B	T-Mobile	6/12/1999	6/11/2014

Exhibit B-3

TOWER SITE NAME	TOWER SITE I.D. #	TOWER LICENSE I.D. #	TENANT (CUSTOMER)	COMMENCEMENT DATE	CURRENT TERM END DATE
Pinn Rd.	D4	202503	Verizon	5/12/2010	4/8/2020
Randolph Field	W2	SX0152	AT&T	11/20/1997	8/19/2013 (currently month to month)
Randolph Field	W2	SA01444A	T-Mobile	6/1/1999	5/30/2014
Randolph Field	W2	SA13XC153	Sprint Nextel	7/1/2010	2/19/2015
Randolph Field	W2	TX-SAN212	Clearwire	5/6/2010	6/30/2014
Randolph Field	W2	202118	Verizon	5/12/2010	4/8/2020
Skyline	P3	SAT-273-P/ SA435	STX Wireless	5/1/2006	4/30/2021
Skyline	P3	202110	Verizon	5/13/2010	4/8/2020
South San	J0	SAT-280-P/ SA451	STX Wireless	5/1/2006	4/30/2021
South San	J0	SA01310C	T-Mobile	4/12/1999	4/1/2014
South San	J0	TX2028	Sprint Nextel	7/1/2010	2/19/2015
Southwest District Center	SWDC	SAT-082	STX Wireless	9/1/2007	8/31/2022
Southwest District Center	SWDC	31738	ST Messaging	3/10/2000	3/09/2015
Southwest District Center	SWDC	SA01341A	T-Mobile	2/1/2004	1/31/2019
Southwest District Center	SWDC	202605	Verizon	5/13/2010	4/8/2020
St. Hedwig (ESD)	L2	SAT-038	STX Wireless	4/1/2006	3/31/2021
St. Hedwig (ESD)	L2	PKT-076-P/ SA403	STX Wireless	5/1/2006	4/30/2021
St. Hedwig (ESD)	L2	SA01218A	T-Mobile	8/1/1999	7/31/2014
St. Hedwig (ESD)	L2	202402	Verizon	5/14/2010	4/8/2020
Terrell Hills	E2	TX2776	Sprint Nextel	7/1/2010	2/29/2015*
Terrell Hills	E2	202313	Verizon	5/13/2010	4/8/2020
Thelma Radio TWR #2	THLM	SA001422B	T-Mobile	7/1/1999	6/30/2014
Thelma Radio TWR #2	THLM	203414	Verizon	5/13/2010	4/8/2020
Walzem Rd.	O3	SA01336A	T-Mobile	5/17/1999	4/30/2014
Walzem Rd.	O3	202201	Verizon	5/13/2010	4/8/2020

Exhibit B-4

TOWER SITE NAME	TOWER SITE I.D. #	TOWER LICENSE I.D. #	TENANT (CUSTOMER)	COMMENCEMENT DATE	CURRENT TERM END DATE
Westside	E1	SAT-040	STX Wireless	4/1/2006	3/31/2021
Westside	E1	TX2908	Sprint Nextel	8/1/2010	2/19/2015
Westside	E1	SA60XC104	Sprint Nextel	8/1/2010	2/19/2015
Westside	E1	202504	Verizon	5/13/2010	4/8/2020

*The expiration date listed in the license agreement (2/29/2015) is a typo. Seller and Sprint Nextel intended that this license actually expire on February 19, 2015, along with the other licenses entered into between Seller and Sprint Nextel.

Communications Facilities License Agreement by and between The City of San Antonio and Seller, dated as of June 6, 2001.

Communications Facilities License Agreement by and between Seller and the City of San Antonio, Information Technology Services Department, dated as of April 2, 2010.

Communications Facilities License Agreement by and between Seller and Youghioghny Communications – Texas, LLC, dated as of April 12, 2006. (STX Wireless)

Communications Facilities License Agreement by and between Seller and Alaska Native Broadband 1 License, LLC, dated as of March 10, 2006. (STX Wireless)

Communications Facilities License Agreement by and between Seller and Stelera Wireless, L.L.C., dated as of August 31, 2007.

Communications Facilities License Agreement by and between Seller and Clear Wireless LLC, dated as of June 30, 2009.

Communications Facilities License Agreement by and between Seller and San Antonio MTA, L.P., d/b/a Verizon Wireless, dated as of April 9, 2010.
Communications Facilities License Agreement by and between Seller and Sprint Spectrum L.P., dated as of February 20, 2010.

Agreement Regarding Site Licenses by and between Seller and AT&T Wireless Services of San Antonio, Inc., d/b/a AT&T Wireless Services, dated as of November 20, 1997.

Communications Facilities License Agreement by and between Seller and AT&T Wireless Services of San Antonio, Inc., dated as of November 20, 1997.

Communications Facilities License Agreement by and between Seller and Western PCS BTA I Corporation, dated as of August 17, 1998. (T-Mobile)

Communications Facilities License Agreement by and between Seller and SkyTel Corp., dated as of July 7, 1999.

Other Exceptions to Representations Contained in Section 5.1(f):

The Randolph Field (SX0152) Tower License between Seller and AT&T expired in August 2013. Seller and AT&T have not renewed such Tower License in writing, but AT&T's equipment remains collocated on the Randolph Field Tower Structure and AT&T has continued to make monthly rent payments to Seller.

Stelera owes approximately \$16,479.68 in past due amounts to Seller under its Tower Licenses. Stelera filed for Chapter 11 bankruptcy protection in the Western District of Oklahoma on July 18, 2013 (case Number 13-13267).

Sprint Nextel has provided Seller with a letter, dated February 5, 2013 RE: Sprint Cell Site Deconstruction Activities that indicates that Sprint Nextel will be decommissioning and removing its equipment from various sites. Sprint Nextel also provided a notice letter, dated November 12, 2013, that provides notice to Seller that Sprint Nextel is exercising its right to terminate certain Tower Licenses and a certain Navarro License, effective August 19, 2014, pursuant to Section 6.2 of the related Communications Facilities License Agreement. The letter indicates that the following Tower Licenses (listed above) between Seller and Sprint Nextel would be terminated: Ball Park (TX2163A), Coliseum (TX2904), Fratt (TX2919E), Hildebrand (TX2903), Kirby (TX2920), Medina Base (TX2911), South San (TX2028), Terrell Hills (TX2776), VTI (TX2761) and Westside (TX2908). The letter indicates that the following Navarro License (listed on Schedule 5.1(f)(ii)) between Seller and Sprint Nextel would be terminated: Navarro (TX2152).

ST Messaging owes approximately \$11,974.32 in past due amounts to Seller under its Tower License.

STX Wireless owes approximately \$279.06 in past due amounts to Seller under the Tower Licenses it assumed from Cricket.

Pursuant to that certain Assignment and Assumption of Lease Agreement, between Cricket Communications, Inc. ("Cricket") and STX Wireless Operations, LLC, Cricket assigned its rights and delegated its obligations under its Tower Licenses to STX Wireless, including the following Tower Licenses which are currently in effect: Austin Rd. (SAT-094), Cagnon Comm. Bldgs (SAT-065), Castle Hills (SAT-096), Chavaneaux (SAT-111), Grissom Road (SAT-062), Hildebrand (SAT-048), Hollywood Park (SAT-039), Pinn Rd. (SAT-066), Southwest District Center (SAT-082), St. Hedwig (ESD) (SAT-038), UTSA (SAT-009) and Westside (SAT-040). Seller does not have a fully executed copy of such assignment agreement, but has uploaded an unexecuted copy in the data room.

EXHIBIT C

Navarro Tower Licenses

TOWER SITE NAME	TOWER SITE I.D. #	TOWER LICENSE I.D. #	TENANT (CUSTOMER)	COMMENCEMENT DATE	CURRENT TERM END DATE
Navarro	0	SX0080	AT&T	1/1/2002	12/31/2016
Navarro	0	TX2152	Sprint Nextel	7/1/2010	2/19/2015
Navarro	0	202701	Verizon	5/13/2010	4/8/2020