

LEASE FOR INSTALLATION OF WIRELESS TOWER ON CITY BUILDING

This non-exclusive Lease (the "Lease") is entered into, by and between the City of San Antonio, a Texas Municipal Corporation, ("Landlord" or "City") as lessor, and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Tenant") as lessee. The Landlord and Tenant, referred to individually as "Party" or collectively as "Parties," enter into this Lease pursuant to San Antonio City Ordinance No. _____.

WITNESSETH:

WHEREAS, Landlord owns real property located at 9800 Airport Blvd., San Antonio, Bexar County, Texas (hereinafter the "Property"), together with the building (the "Building") located on the Property, which is commonly known as the San Antonio International Airport; and

WHEREAS, Tenant wishes to install a wireless tower on the roof of the Building, including the placement of antennas, lines and cables, with accompanying electronic equipment shelters or enclosures to be installed on the Building or Property; and

WHEREAS, as a result, Tenant wishes to lease space on the Building and Property for the installation of Tenant's wireless tower, including placement of antennas, lines and cables, the installation of equipment shelters or enclosures, a non-exclusive easement for utilities, and access for ingress and egress to the Property and Building (the "Premises" as described further in Exhibit A).

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Lease, Tenant and Landlord agree as follows:

1. PERMITTED USE

1.1 Permitted Use of Premises. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of a wireless tower and related support facilities (such as antennas, microwave dishes, equipment shelters or enclosures and/or cabinets and utilities including but not limited to electrical, telecommunications and fiber line) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. This Lease shall include any new types of facilities that may evolve or be adopted using wireless technologies, such as 700 MHz Public Safety LTE. Tenant shall, at its expense, comply with all present and future federal, state, Federal Aviation Administration regulations, Transportation Security Administration regulations, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises. This Lease applies to the installation of the wireless tower and support facilities depicted in the engineering designs and plans incorporated in Exhibit A. Network upgrades, replacement of antennas and/or shelter or enclosure equipment, and installation of additional equipment arrays are permitted uses, provided Tenant submits to

Landlord engineering designs of the proposed changes for review and approval by Landlord in compliance with subsection 5.3.

1.2 Application Process. Prior to the execution of this Lease, Tenant shall submit to Landlord a written application in the form required by Exhibit B (the "Application") for the proposed installation accompanied with the appropriate fees required by Exhibit C. Landlord, in its sole discretion will determine whether the Property is suitable for the proposed installation. Landlord shall review the Application to ensure compliance with local laws and policies. The proposed height and specifications of a wireless tower must be in compliance with Section 35-385 of the City of San Antonio Unified Development Code ("UDC § 35-385"). For the purpose of this Lease, the application process fee is waived and Landlord acknowledges and agrees that Tenant has previously met the Application process requirements herein.

1.3 Tower Built for Collocation.

a. In compliance with UDC § 35-385, Tenant shall design and construct the wireless tower to support a minimum of two collocators. Notwithstanding the foregoing, prior to allowing any third party to collocate on the wireless tower such collocator shall provide to Landlord and Tenant a satisfactory structural analysis at such collocator's sole expense indicating that the structure is adequate to support such collocator's equipment and each such collocator shall pay to Tenant an amount equal to thirty-three and three tenths percent (33.3%) of Tenant's total actual capital cost to construct the wireless communication facility ("Capital Contribution Payment") until Tenant's total actual capital cost to construct the wireless communication facility has been completely reimbursed to Tenant. There shall be no cap(s) on the total amount that Tenant may be reimbursed up to its total actual capital cost to construct the wireless communication facility. Landlord shall not allow the collocation of any third party on the wireless tower unless and until such Capital Contribution Payment has been made to Tenant by each such third party collocator. Tenant shall have no obligation to market collocation positions on the wireless tower. Tenant waives any right to license or sublease space on the wireless tower for collocation by third parties and transfers such right to Landlord.

b. Each such third party collocator shall enter into a tower lease agreement with Landlord. Notwithstanding anything in this Lease to the contrary, Landlord agrees that any such third party collocator will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with industry standards to the equipment of Tenant. Landlord shall include in its tower lease agreement with any such third party collocator a requirement that no such interference shall be permitted to Tenant's equipment. In the event a third party provider wishes to extend the height of the wireless tower in order to accommodate collocation, the Landlord will accommodate the request provided (i) the upgrade does not result in any interference with the equipment of the Tenant and any collocators, (ii) the third party provider pays the entire cost of the tower extension and equipment installation, and (iii) the proposed tower extension is in compliance with UDC § 35-385 and any applicable property covenants or restrictions. Prior to allowing any third party collocator to modify its equipment on the tower at the wireless communication facility, such collocator shall provide to Landlord and Tenant a satisfactory structural analysis indicating that the structure is adequate to support such collocator's equipment.

c. In the event Landlord leases, subleases or licenses any portion of the wireless communication facility to a third party collocator (hereinafter "Third Party

Lessee”) in accordance with this Lease, any rental paid by any such Third Party Lessee shall be divided between Landlord and Tenant in the following manner: 80% to Landlord and 20% to Tenant. Any Third Party Lessee shall be instructed to pay the foregoing percentage amounts directly to Landlord and Tenant. Tenant shall not be responsible to Landlord for the collection or payment of rents by the Third Party Lessee to Landlord, and Tenant shall have no liability to Landlord in the event of failure of payment by Third Party Lessee. All revenue payments to Tenant shall be sent to the following address:

Verizon Wireless
[Site Name: Airport San Antonio Intl Repl]
P.O. Box 64498
Baltimore, MD 21264-4498

1.4 Fencing and Landscaping. As required by UDC § 35-385, Tenant will place an 8 foot fence around the perimeter of the wireless tower and will include a landscape plan with its engineering design plans. This requirement may be modified with the agreement of the Landlord as appropriate given the available space on the roof of the Building and any ground space where an equipment shelter or enclosure may be installed.

1.5 Building Permit Required. Prior to the installation of the wireless tower and related support facilities, Tenant must apply for a building permit in compliance with UDC § 35-385. No improvement, construction, installation or alteration on the Property shall be commenced until a building permit is properly issued.

1.6 Camouflage or Stealth Towers. The installation of a camouflage or stealth wireless tower, such as a clock tower, flagpole, or artificial tree shall be subject to the same regulations of this Lease and the requirements of UDC § 35-385. The Landlord may agree to modify certain requirements to accommodate the installation of a camouflage or stealth wireless tower on the Building.

2. TERM

2.1 Initial Term. The initial term of the Lease shall be for five (5) years commencing on the effective date of the Lease and ending at midnight on the last day of the initial term (“Initial Term”). This Lease will automatically renew for five (5) additional terms of five (5) years each unless otherwise retracted in writing by either Party at the end of the Initial Term or subsequent five (5) year terms by providing ninety (90) days notice of termination. The total length of the Lease shall not exceed a total of thirty (30) years, including renewals. The effective date of the Lease shall be the date on which both Parties execute the Lease following approval of the Lease by the City Council (the “Effective Date”).

2.2 Renewal Terms. Following the Initial Term, the Lease will automatically renew for up to five (5) additional five (5) year renewal terms (each a “Renewal Term”) provided neither Party chooses to terminate the Lease in accordance with subsection 2.1 above. Each Renewal Term shall be based on the same terms and conditions as set forth herein. The Initial Term and all Renewal Terms shall be collectively referred to herein as the “Term.”

2.3 Hold Over Tenancy. Any holding over by Tenant after the expiration of the Term, with the consent of the City, shall be construed to be a tenancy from month-to-month on the terms

and conditions herein, except that the annual Rent (as hereinafter defined) shall be twice the amount set forth at the end of the Term of this Lease, prorated and paid monthly in advance.

3. RENT AND ADMINISTRATIVE FEES

3.1 **Rent.** Tenant shall pay Landlord, as rent, Fifty Thousand and 00/100 Dollars (\$50,000.00) per year to be paid in equal monthly installments on the first day of the month, in advance, for the Term of this Lease, which will be increased and compounded at three percent (3%) per year (collectively "Rent") as illustrated on the schedule included in Exhibit D. The provisions of Section 3 shall control with regard to the discrepancy between the Rent installments calculated pursuant to this section and the Rent installments set out on Exhibit D, as the purpose for Exhibit D is to illustrate the compounding effect on Rent of the 3% annual escalation factor.

3.2 **Timing of Annual Rent Payments.** The monthly installment of Rent shall commence on the first day of the month following the Effective Date and will be payable thereafter on the first day of the month during the entire Term of the Lease.

3.3 **Late Payment Interest.** Any Rent not paid within ten (10) days of the due date shall be assessed a rate of 18% per annum from that date.

3.4 **Administrative Fees.** In addition to the Rent, the Tenant will be responsible for paying administrative fees, as applicable, associated with the operation and maintenance of the wireless tower and supporting equipment, as provided in Exhibit C. Landlord reserves the right to update the schedule of administrative fees in order to recover its actual costs of contract and oversight administration.

3.5 **Payment of Rent and Administrative Fees.** Tenant shall pay Landlord the Rent and applicable administrative fees specified in Exhibit C in the form of a check made out to the order of the City of San Antonio and sent to:

City of San Antonio
Aviation Department
Attn: Property and Business Development
9800 Airport Boulevard
San Antonio, TX 78216

4. INTERFERENCE, TESTING AND RESERVATION

4.1 **Interference with Use of Property Prohibited.** Tenant shall not use the Premises or Antenna Facilities (as defined in subsection 5.1) in any way which interferes with the current or future operations of Landlord, or the use of any portion of the Property and Building by Landlord and any of its City departments and agencies, or by lessees or licensees of Landlord with rights in any portion of the Property and Building prior or subsequent to execution of this Lease. Tenant acknowledges that the Premises are located on and are part of an operating airport and that Tenant may not install any equipment or perform any functions that may be in conflict with 14 CFR Part 139 Airport Certification as that regulation may be amended from time to time, or jeopardize the operating certificate of the Airport. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, grantees, employees, invitees or agents to use, any

portion of the Property and Building in any way which materially interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

4.2 Radio Frequency Emission and Interference Studies. Both Landlord and Tenant shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Tenant's use of the Antenna Facilities will interfere with Landlord's or Landlord's lessee's or licensee's current or proposed use of the Premises, Building, or Property. In the event that such a study indicates that Tenant's use will potentially interfere with Landlord's or its lessee's or licensee's current or proposed use of the Premises, Building, or Property, Tenant shall have ninety (90) days of Tenant's receipt of written notice from Landlord to remedy the interference to Landlord's reasonable satisfaction. If the problem is not so remedied within ninety (90) days of Tenant's receipt of written notice from Landlord, then Landlord may require Tenant, at Tenant's full expense, to relocate Tenant's Antenna Facilities so as to remove or minimize the interference, to the extent Landlord reasonably deems necessary. In compliance with Section 35-391 of the UDC, as amended, Landlord may permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant and Landlord, during relocation of Premises. In the event Tenant's Antenna Facilities interfere with Landlord's emergency communications radio system, Tenant will be required to cease the interference immediately upon receiving notice from Landlord. In the event such interference cannot be remedied within 24 hours, Tenant shall shut down its Antenna Facilities until such interference is remedied.

4.3 Radio Frequency Compliance Tests. On an annual basis, Landlord may, at Tenant's expense, perform tests as necessary to determine compliance of the Antenna Facilities and equipment located on the Premises with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect. Landlord may perform additional antenna radio frequency tests at Landlord's expense to determine whether Tenant's Antenna Facilities and equipment are in compliance with Federal radio frequency exposure limit rules. If any such tests determine that Tenant is not in compliance with applicable radio frequency exposure limit rules, Tenant shall shut down all communications equipment on the Premises (except for work necessary to bring it into compliance) until subsequent tests, which tests shall be at Tenant's sole expense, again show compliance with such rules. If Landlord performed a test resulting in a finding that Tenant is not in compliance with Federal radio frequency exposure limit rules, Tenant shall reimburse Landlord for actual cost incurred by Landlord in performing such test.

4.4 Initial Radio Frequency Compliance Testing. Tenant shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Tenant's equipment on the Premises into commercial operation, and Tenant shall perform additional tests upon any significant change in the equipment on the Premises. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then all communications equipment on the Premises shall be shut down (except

for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

4.5 Reservation of Rights. Landlord does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises; (ii) ground water rights associated with the Property; (iii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises; and (iv) the right to grant to others the rights hereby reserved.

5. TENANT IMPROVEMENTS

5.1 Tenant Improvements. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters or enclosures and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities" or "Tower" where reference is made to the communications tower specifically) as set forth on and in accordance and compliance with Exhibit A. Exhibit A shall contain a site plan which includes all buildings, structures, Tower, equipment cabinets, utility boxes, fences, generators, fuel tanks, backup battery cabinets, and parking; elevation drawings for the Tower, and equipment cabinets; fence detail; and specifications for all exterior colors, paint, other finishes and landscaping. The engineering specifications for the Tower shall specify the height of the Tower and designate the exact location, size, and type of Antenna Facilities to be installed. There shall be a fifteen feet clearance between antenna arrays, unless a closer clearance is technically feasible and agreed to by Landlord. Consistent with UDC § 35-385, the Tower shall consist of a steel lattice structure, monopole, or other similar self-supporting structure, including camouflage or stealth tower applications; and must be spaced from any residential structures, at a minimum equal to 115% of the height of the Tower. Consistent with UDC § 35-385 Tenant's unmanned equipment shelter(s) shall contain no more than 750 square feet of gross floor area and shall be no more than 12 feet in height. Tenant may include photo simulations of what the Property, Building, and Premises will look like upon construction of the Tower and Antenna Facilities and incorporate them in Exhibit A. It is understood that the Premises is the area controlled by the Tenant as described in Exhibit A.

5.2. Tower Requirements. Tenant shall abide by the following requirements related to the erection of the Tower, including, but not limited to following:

- 5.2.1 the maximum height of all towers, or monopoles, shall not exceed 199 feet;
- 5.2.2 the structure shall not be used to support signs other than those required by governmental agencies for aircraft warning or other safety purposes;
- 5.2.3 the structure shall be designed to accommodate at least two separate collocators;
- 5.2.4 unless otherwise governed by State or Federal requirements, the structure shall be a galvanized finish;
- 5.2.5 the design must include a landscaping plan consistent with the requirements of the particular zoning district where the structure will be installed;

- 5.2.6 all structures shall meet the minimum and structural load standards specified in the City of San Antonio building code;
- 5.2.7 all structures will meet the requirements of Chapter 37 of the San Antonio City Code and Section 35-385 of the San Antonio Unified Development Code;
- 5.2.8 any structure which was originally used, but is no longer used for telecommunication purposes for a continuous period of six months may be removed at Tenant's expense;
- 5.2.9 in historically sensitive areas, the installation is subject to review by the City of San Antonio Historical Preservation Office;
- 5.2.10 the installation must comply with the City of San Antonio's regulations for the Airport Overlay Zone, River Overlay District, and Edward Aquifer Recharge Zone District;
- 5.2.11 within City Parks, the installation is subject to review by the San Antonio Parks Board;
- 5.2.12 additional requirements, procedures or covenants from home owner's associations may apply to the Property; and
- 5.2.13 failure to complete construction within twelve (12) months of execution of this Lease may forfeit the right to construct the structure.

The Landlord may waive certain technical requirements as appropriate and necessary to accommodate the installation of the Tower and Antenna Facilities on the Building.

5.3 Approval of Plans. Prior to commencing construction, Tenant shall use the form attached as Exhibit B to submit plans and specifications for all improvements to Landlord for Landlord's written approval, not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Landlord and the Federal Aviation Administration, if applicable, and all necessary permits have been properly issued. For purposes of this Lease, Tenant's plans and specifications for the initial construction of the wireless communication facility are deemed approved by Landlord.

5.3.1 Modification of Premises. During the Term of this Lease, but prior to commencing any network upgrades, or any changes, additions, deletion and/or alterations of the Tenant's property as depicted in Exhibit A, Site Plans – Engineering Design of Improvements, including Reinforcements to the Building, including but not limited to, the addition of tower structure antennas, microwave dishes, equipment shelters and/or cabinets and utilities, Tenant shall submit to Landlord in writing detailed engineering design documents for Landlord's review and approval, which such approval shall be granted within twenty (20) business days from Tenant's payment of the applicable administrative fee pursuant to Section 3.4 herein to Landlord. In the event that Landlord's approval is not granted within such twenty (20) day time period, Tenant shall notify Landlord by letter or by email documenting Landlord's failure to review and approve within the requisite time period and shall thereby give Landlord

three (3) additional business days in which to approve such engineering design documents and in the event that Landlord fails to complete its review and grant its approval within such three (3) business day period, Tenant's engineering design documents will be deemed approved. If Landlord reasonably determines that the engineering design documents submitted by Tenant are incomplete or otherwise contrary to local regulations or Landlord's contractual commitments, the time taken by Tenant to correct such insufficiencies shall be considered outside of the scope of the above required time periods for the Landlord's review. Tenant shall not commence work on any such network upgrades, changes, additions, deletion and/or alterations prior to Landlord approving such upgrades, changes, additions, deletion and/or alterations in writing unless such has been deemed approved as provided hereinabove. If applicable, Tenant shall also obtain written approval from the Federal Aviation Administration. Review of such engineering design documents, other than routine maintenance, will be subject to an administrative fee. Any change that requires additional cabling, parking, or ground space will be subject to an adjustment in rent. All amended engineering design documents will be incorporated into this Lease and will become part of Exhibit A. Notwithstanding anything in this Lease to the contrary, Landlord's review of the engineering design documents submitted by Tenant shall be limited solely to a review for completeness and compliance with local regulations and Landlord's contractual commitments and shall not result in an increase in Tenant's rent or a denial of Tenant's proposed changes, and shall not be unreasonably withheld, conditioned or delayed. Landlord further agrees that Tenant shall have the right to install RRH units and equipment related thereto as part of its initial installation. If such RRH units and related equipment are not installed as part of the initial construction, Tenant will provide notice to Landlord of the proposed installation which will be considered a maintenance operation not subject to an administrative fee. Any subsequent network upgrades that may include replacement and/or addition of RRH units and related equipment will be subject to the same notice requirement set forth in the preceding sentence.

6. CONSTRUCTION

6.1 No Construction Liens. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises, Building, or Property as a result of acts or omissions of Tenant or Tenant's employees, agents or contractors, Tenant shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Landlord within thirty (30) days after Tenant receives written notice that the lien has been filed.

6.2 No Interference with Construction. Landlord acknowledges that except for Tenant's non-compliance with this Lease it shall not interfere with Tenant's construction within the Premises including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities. However, Tenant will provide evidence to Landlord that Tenant's placement of the Tower and Antenna Facilities will not result in subjecting Landlord's employees, contractors, and invitees with access to the Building and Property to unacceptable levels of radio emissions in violation of FCC regulations. Notwithstanding the foregoing, Tenant's construction activities shall not interfere with public ingress and egress to the Building.

6.3 Reinforcements of Building. Tenant shall be responsible for identifying any structural reinforcements to the Building that are necessary to accommodate the installation of Tenant's

Tower and Antenna Facilities. The engineering design for the improvements will include details of such Building reinforcements, which must be approved by the City. Such reinforcements to the Building will include protection against damage due to lightning strikes to the Tower. The Tenant will incur all costs associated with such structural reinforcement and in the event that the improvements are removed by Tenant, the Tenant will restore the Building to its original condition.

6.4 Backup Generation. Tenant shall install and maintain a permanent backup generator at ground level. Such permanent backup generator shall be for Tenant's sole and exclusive use.

6.5 Equipment Shelters or Enclosures. Tenant will be required to install equipment shelter(s) or enclosure(s) on or inside the Building or at ground level on the Property, in compliance with UDC § 35-385. Tenant may not install lead acid batteries in equipment shelters or enclosures unless such batteries are valve regulated lead acid batteries, and will not be required to share its equipment shelter(s) or enclosure(s) with other parties that may collocate on the Tower. Access to equipment shelters or enclosures will be via locked gates and doors.

6.6 Relocation of Utility Facilities. If construction of the Tower and installation of Antenna Facilities results in the necessary relocation of any utility facilities of third parties on City of San Antonio rights-of-way, private easements, the Property, or the Building, Tenant shall be responsible for paying the cost for the relocation of utility facilities as appropriate to complete construction.

7. UTILITY FACILITIES

7.1 Installation of Utility Facilities. Tenant shall have the right to install utility lines serving the Premises, at Tenant's expense, and to improve the present utilities on the Building or Property, all at Tenant's expense. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities on the Building or Property used by Tenant. Tenant shall pay when due all charges for utilities serving the Premises during the Term of the Lease.

8. MAINTENANCE

8.1 Maintenance of Antenna Facilities. Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Building and Property in commercially reasonable condition and repair during the Term of this Lease, normal wear and tear and casualty excepted. Tenant shall have the right to conduct testing and maintenance activities, and repair and replace the Antenna Facilities at any time during the Term of this Lease. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to make any maintenance adjustments to the wireless communication facility including, but not limited to modifications or swaps of antennas or other equipment. Such maintenance activities shall not require the Landlord's consent or approval; however, Tenant shall notify Landlord of equipment modifications or swaps and Tenant shall adhere to applicable security protocols to contractors working at the airport.

8.2 Signage. Tenant may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by law or rule. After thirty (30) days' notice to remove, Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located

therein. Tenant shall reimburse Landlord all costs incurred by Landlord in connection with such abatement or removal within thirty (30) days of Landlord's presenting Tenant with a statement of such costs.

8.3 Facilities Management. Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference. If Tenant's lack of maintenance creates a public hazard or endangers the health or safety of Landlord's employees, agents or licensees accessing the Premises, Building, or Property, the Tenant will address the situation within ten (10) days of receiving notice from Landlord, unless a longer timeframe is mutually agreed to by the Parties. Failure to comply will serve as grounds for termination of this Lease.

8.4 Building Maintenance and Repair. Tenant shall be responsible for maintaining its structural reinforcements to the Building at all times, and shall promptly repair any damage to the Building caused by its installation of the Tower and Antenna Facilities. In the event, the Tenant's installation of Tower and Antenna Facilities results in water leakage during rain events, the Tenant shall be responsible for repairing the roof and all water damage to the Building, including replacing the roof if necessary. Tenant shall respond with necessary repairs within 24 hours of receiving notice of evidence of damage to the Building. In addition, Tenant will order an independent third-party engineer to inspect the Building for damage within 72 hours of any lightning strike to the Tower structure. The third-party engineer will provide Landlord a copy of its inspection report. Failure to perform under this subsection 8.4 will be considered a breach of contract and cause to terminate this Lease.

8.5 Material Improvements and Alterations. Tenant shall not construct any material improvements or structures not otherwise allowed under the terms of this Lease, nor shall Tenant make any material physical alterations other than repairs in the ordinary course of business. Any material physical improvements and/or alterations over and above the plans provided in Exhibit A, including but not limited to network upgrades, not in compliance with subsection 5.3 shall be considered impermissible uses of the Premises.

9. ACCESS

9.1 Access to Property and Premises. As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant non-exclusive access to the Property, Building and Premises for ingress, egress, and utilities installation and maintenance, which include, but are not limited to, the installation of power and telephone service cables, and to access and service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Terms. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises, including the common areas of the Building ("Access") at all times during the Initial Term of this Lease and any Renewal Term, consistent with the regulations applicable to the Premises. Tenant shall use the Premises and any City facilities to which it is granted access under this Lease with the same degree of care as it accords its own property, and shall in no way interfere with the operations of the Property, Building, or Premises, or any City department or agency. Further, Tenant shall adhere to and in no way act in conflict with 49 CFR Part 1542 Airport Security or the TSA-approved security plan for the San Antonio International Airport. Landlord and its agents shall have the right to enter the Building and Premises at reasonable times to examine and inspect the Tower, equipment and structures and the Premises; however, Landlord, its employees or agents shall not impede or deny Access to Tenant, its employees,

agents, or licensees. Landlord shall have the right to enter and inspect the Premises, and upon notifying Tenant, the right to inspect the Tenant's equipment shelter or enclosure. In the event that Landlord must limit or prohibit access, or otherwise require the shutting down of Tenant's services, Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs until such time as Tenant's access and/or services are fully restored.

9.2 Photo Badges Required. While on the Premises, Tenant's employees and contractors must wear a suitable photo ID badge, to be provided by the Tenant, which includes a nominal 1 1/2" square personal photo, unique logo and labeling that identifies the Tenant and the employee or contractor by name and a telephone number where confirmation of employment may be verified.

9.3 Electronic Security Cards. Landlord may install electronic security card readers at the Building and Premises to allow entry to be monitored and logged, in which case Tenant will pay the cost for the issuance of security cards to authorized personnel at the rate specified in Exhibit C.

9.4 Escort Charges. In the event the Property and/or Building has been designated a high security campus or facility, which requires entry by escort, Tenant will incur escort charges as specified in Exhibit C and will adhere to all relevant security policies. Tenant may reach an arrangement with Landlord for access to the Tower and Antenna Facilities during emergencies.

9.5 List of Authorized Employees and Contractors. Prior to Tenant commencing construction on the Property and Building, Tenant shall provide Landlord with the name and contact information of authorized employees and contractors that will be performing construction and oversight of the improvements. Such employees and contractors will be identified using the forms attached as Exhibits E and F. The authorized employees and contractors will be subject to security background checks and will be issued credentials to enter the Property, Building, and Premises. Authorized employees and contractors of the Tenant must comply with all the security regulations applicable to the Property, Building, and Premises. Tenant shall maintain the list of authorized employees and contractors current and provide notice to Landlord immediately to remove the name of any employee subject to disciplinary probation or termination and timely submit additional personnel to be added to list.

9.6 Security Background Checks. All Tenant employees, contractors, and subcontractors with access to the Building and Premises will be subject to security background checks, and Tenant shall incur the fee indicated in Exhibit C for each background check performed. Landlord reserves the right to exclude any representative, employee, agent, contractor, and/or subcontractor of Tenant from the Building and Premises if deemed necessary for proper security reasons.

10. TERMINATION, DEFAULT AND RIGHT TO CURE

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

10.1.1 upon thirty (30) days' written notice by Landlord to Tenant if Tenant fails to cure a default for payment of amounts due under this Lease within thirty (30) days of Tenant's receipt of such notice;

- 10.1.2 upon thirty (30) days' written notice by Landlord to Tenant if Tenant fails to conduct proper maintenance and repairs as prescribed by subsection 8.4 and Tenant fails to commence such maintenance and repairs within such thirty (30) day period;
- 10.1.3 upon thirty (30) day's written notice by Tenant to Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises;
- 10.1.4 upon thirty (30) days' written notice by Tenant if despite diligent effort by Tenant, Tenant is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary for the installation and/or operation of the Antenna Facilities;
- 10.1.5 upon thirty (30) days' written notice by Tenant if destruction or damage to the Antenna Facilities substantially and adversely affects their effective use;
- 10.1.6 upon thirty (30) days' written notice by Tenant at the time title, or the right to control or to occupy the Building and Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Building and Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
- 10.1.7 upon sixty (60) days' written notice by Landlord to Tenant if this Lease and/or Tenant's operations there under impair, increase the cost of or prevent financing (such as the issuance of bonds or revenue bonds, including bonds whose income is generally exempt from Federal income tax under the U.S. Internal Revenue Code), by Landlord or any municipal utility of which the Property and/or Building is a part.
- 10.1.8 upon thirty (30) days' written notice by Landlord to Tenant resulting from Tenant's failure to provide written notice to and obtain consent from Landlord for assignment of the Lease pursuant to subsection 16.1.
- 10.1.9 upon one hundred eighty(180) days' written notice by Landlord to Tenant if the San Antonio City Council passes an ordinance calling for the Property and/or Building to be sold, transferred, developed, redeveloped, renovated, upgraded, or declared surplus property in such a way that the use of the Property and/or Building is no longer compatible with the Tower installation.
- 10.1.10 upon one hundred eighty (180) days' written notice by Landlord to Tenant if in accordance with the San Antonio City Charter, the City Council finds the use of the Premises has become a nuisance, however, in the event of an emergency brought about by such nuisance, the City Council may specify a shorter termination period.

10.1.11 Tenant may terminate this Lease by giving one hundred eighty (180) days' written notice to the Landlord.

In the event that Landlord terminates the Lease, Tenant shall be entitled to reimbursement by Landlord of any unearned rent for the remaining Term of the Lease. Such sum shall be due and payable within thirty (30) days of Landlord's written notice to Tenant.

10.2 Effect of Termination or Expiration of Lease. Upon the termination or expiration of this Lease, title to the Tower will be transferred to the Landlord at Landlord's sole option. In the event Landlord does not accept title and take possession of the Tower the Tower shall be removed as prescribed in subsection 11.2.

10.3 Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 23 hereof, to take effect immediately, if the other Party fails to perform any material covenant or commits a material breach of this Lease and fails to commence the cure of such failure to perform a material covenant or material breach for a period of thirty (30) days after receipt of written notice thereof to cure, provided Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

10.4 Tenant Default. Tenant shall be in default if it (i) fails to make any payment of Rent or other sums to Landlord when due, and does not cure such default within thirty (30) days after receipt of written notice from Landlord of such failure; (ii) abandons or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Tenant becomes insolvent.

10.5 Landlord Remedies. If suit shall be brought by Landlord for recovery or possession of the Premises, removal of Tenant's equipment, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees. In addition, in the event of any default of this Lease by Tenant, the Landlord may at any time, after notice given as set forth in Section 23 herein and if Tenant fails to cure, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled 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 Rent otherwise due and shall be added to the Rent following the incurring of the respective expenses and the expiration of forty-five (45) days following Tenant's receipt of written notice from Landlord as to such additional Rent and shall be due from the Tenant to Landlord on the first day of the month following the expiration of such forty-five (45) day period.

11. RELOCATION AND REMOVAL OF TOWER

11.1 Relocation of Facilities. In the event the Property and/or Building is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Landlord as directed by the San Antonio City Council, the Tenant will be required to remove the Tower and Antenna Facilities at Tenant's expense for the purpose of relocation or disposal. If appropriate, Landlord

will provide another location for the relocation of the Tower and Antenna Facilities, or for the installation of new improvements. Landlord will provide Tenant at least one hundred eighty (180) days notice of the need for removal and relocation, and Tenant shall fully cooperate in such removal and relocation. Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant until such relocation is complete. If relocation is not possible, but the alteration to the Property and/or Building will accommodate the installation of new facilities, the Lease will terminate and the parties may negotiate a new Lease appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

11.2 Restoration of Premises. Within ninety (90) days after the termination or expiration of this Lease, Tenant at its expense shall restore the Building and Premises to Landlord in the same condition as they were prior to this Lease, normal wear and tear and casualty excepted. If Landlord request that Tenant not remove all or a portion of the improvements, title to the affected improvements (which shall not include Tenant's Antenna Facilities) shall thereupon transfer to Landlord, and thereafter the improvements shall be the sole property of Landlord, and Tenant shall be relieved of its duty to remove said improvements. Any personal property, equipment or other improvements which are not timely removed as prescribed herein shall become the property of Landlord, at Landlord's option. Notwithstanding any other provision of this Lease, Tenant's obligation to pay Rent hereunder shall continue until Tenant has complied with this subsection 11.2. If Tenant fails to remove the Tower and Antenna Facilities within the time period prescribed herein, Landlord at its option may cash the performance bond or letter of credit required under Section 15 in order to remove said facilities and restore the Building and Premises to its original condition.

12. TAXES

12.1 Right to Contest Taxes. Tenant shall pay any personal property tax, real property tax, state franchise tax, or any other tax which is directly attributable to the leasehold estate, presence or installation of the Tenant's Antenna Facilities, or Tenant's presence or operations on the Premises. Landlord hereby grants to Tenant the right (with written notice to Landlord complying with Section 23 herein) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property tax, real property tax that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly or indirectly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 23 herein.

13. INSURANCE

13.1 Endorsement Copies. Prior to the commencement of any work under this Lease, Tenant shall furnish copies of all required endorsements and a Certificate(s) of Insurance to the City of San Antonio Information Aviation Department ("Aviation"), which shall be clearly labeled "*Airport San Antonio Intl Repl*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by a broker and signed by the broker authorized to issue the certificates on behalf of the insurance company. The Landlord will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the broker's original signature, including the signer's company affiliation, title and phone number. The Landlord shall have no duty to pay or perform under this Lease until such certificate and

endorsements have been received and approved by Aviation. No officer or employee, other than the City of San Antonio Risk Manager, shall have authority to waive this requirement.

13.2 Right to Review Coverage. The Landlord reserves the right to review the insurance requirements of this section during the effective period of this Lease and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City of San Antonio Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Lease. In no instance will Landlord allow modification whereupon Landlord may incur increased risk.

13.3 Liability Limits. Tenant's financial integrity is of interest to the Landlord; therefore, Tenant shall obtain and maintain in full force and effect for the duration of this Lease, and any extension hereof, at Tenant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| TYPE | AMOUNTS |
|--|---|
| 1. Workers' Compensation | Statutory Limits |
| 2. Employers' Liability | \$1,000,000/\$1,000,000/\$1,000,000 |
| 3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability | For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence |
| 5. Property Insurance – for physical damage to the property of Tenant, including improvements and betterments to the Tower and Antenna Facilities. | Coverage for a minimum of one hundred percent (100%) of the replacement cost of Tenant's improvements |

13.5 Specific Requirements. Tenant agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following provisions to the effect of:

- Name the City of San Antonio, its officers, officials, employees, volunteers, and elected representatives as an additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Landlord, with the exception of the

workers' compensation / employers liability, property and professional liability policies via blanket additional insured endorsement;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the Landlord is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Landlord; and

13.6 Loss of Insurance Coverage. Tenant shall provide a replacement Certificate of Insurance without lapse in coverage with the expiration or cancellation of a given policy. Landlord shall have the option to suspend Tenant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Lease.

13.7 Landlord's Remedy for Tenant's Failure to Maintain Insurance Coverage. In addition to any other remedies Landlord may have upon Tenant's failure to provide and maintain any insurance to the extent and within the time herein required, Landlord shall have the right to order Tenant to stop work hereunder, and/or withhold any payment(s) which become due, to Tenant hereunder until Tenant demonstrates compliance with the requirements hereof.

13.8 No Limitation on Damages. Nothing herein shall be construed as limiting in any way the extent to which Tenant may be held responsible for payments of damages to persons or property resulting from Tenant's or its subcontractors' performance of the work covered under this Lease.

13.9 Tenant's Insurance Primary. Tenant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of Tenant's operations under this Lease.

13.10 Obligation to Procure Insurance. It is understood that the insurance required is in addition to and separate from any other obligation in this Lease.

13.11 Tenant Responsible for Damages to Self. Tenant and any Subcontractors are responsible for all damage to their own equipment and/or property.

13.12 Waiver of Claims against City of San Antonio. Tenant waives all claims against the City of San Antonio for injury to persons or property on or about the Property and Premises not caused by Landlord's negligence.

14. PERFORMANCE BOND

14.1 Construction and Removal Bond. Tenant shall, prior to commencing any construction on the Property, Building, and Premises, post a performance bond in form and with a surety company reasonably acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens, which bond shall expire after the completion of the lien filing period. Tenant shall following completion of construction post

a removal bond (or, at Tenant's option, a letter of credit) from a surety or bank reasonably acceptable to Landlord, and in an amount of \$50,000 to assure that the funds will be available at the termination of the Lease for removal of the Antenna Facilities, and to pay any outstanding Rent during the Term and any Renewal Terms of this Lease.

14.2 **Survival Clause.** This Section 14 shall survive the expiration of this Lease.

15. INDEMNIFICATION

15.1 The Tenant covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City of San Antonio (and the elected officials, employees, officers, directors, and representatives of the City), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Tenant's activities under this Lease, including any acts or omissions of the Tenant, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of the Tenant, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Lease, all without, however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the Parties under Texas, Federal, or International Law. The City shall have the right, to participate in such defense without relieving the Tenant of any of its obligations.

15.2 THE INDEMNITY PROVIDED FOR IN THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. HOWEVER, IN THE EVENT TENANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW.

15.3 THE TENANT SHALL ADVISE THE CITY IN WRITING WITHIN 10 DAYS OF ANY CLAIM OR DEMAND AGAINST THE CITY RELATED TO OR ARISING OUT OF THE TENANT'S ACTIVITIES UNDER THIS LEASE AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE TENANT'S COST TO THE EXTENT REQUIRED UNDER THIS LEASE.

15.4 THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

16. ASSIGNMENT

16.1 **Tenant's Assignment Rights.** Tenant shall have the right to assign or otherwise transfer this Lease to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services, (ii) is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the

assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon notice to Landlord of such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. All other proposed assignments not covered in (i) to (ii) herein will require 60 days prior notice to Landlord and the affirmative consent of Landlord, which will not be unreasonably withheld. Failure to obtain the affirmative consent of Landlord to the proposed assignment shall result in making the proposed assignment null and void.

16.2 Effect of Bankruptcy. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

16.3 Landlord's Assignment Rights. Landlord may assign or transfer this Lease, and, upon written notice to Tenant of such assignment, shall be relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Landlord in said Lease, including the obligation to respect Tenant's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

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

17. WAIVER OF LIENS

17.1 Waiver of Liens. Neither Party shall have the right to create or impose any extrajudicial liens or any other encumbrance on the Property, Building, Premises, Tower, Antenna Facilities, and any other property owned by the other Party. Specifically, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. Should Tenant fail to remove its Antenna Facilities as required by this Lease, then the waiver of lien rights is void. In addition, Tenant shall not bind, or attempt to bind, the Landlord for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on, or

about the Tower and Antenna Facilities. Further, Tenant shall remove, within thirty (30) days after filing, by payment or performance bond, any mechanic's or materialman's liens filed against the Tower and/or Antenna Facilities and shall indemnify Landlord in connection with such liens to the extent Landlord incurs any damages, expenses, attorney's fees, or court costs.

18. QUIET ENJOYMENT AND AUTHORITY TO LEASE

18.1 Quiet Enjoyment and Authority to Lease. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has title to the Property and Building free and clear of any liens or mortgages, except those disclosed to Tenant, of record, or which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the Term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

19. ENVIRONMENTAL LAWS

19.1 Environmental Laws. Tenant, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property, Building, or Premises in violation of any applicable law. "Hazardous substance" means 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 pursuant to 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; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the Landlord may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or Building, or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that arise from Tenant's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 20 shall survive the termination or expiration of this Lease.

20. DISPUTE RESOLUTION

20.1 Dispute Resolution. Except as otherwise provided in this Lease, any controversy between the Parties arising out of this Lease or breach thereof, is subject to the mediation process described below.

20.2 Dispute Resolution Process. A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Tenant will be represented by individual(s) with decision making authority, and in the case Landlord, the Director or his designee(s) will attend the meeting regarding the dispute. If within twenty (20) days after

such meeting the Parties have not succeeded in resolving the dispute, they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third Party mediator who is acquainted with dispute resolution methods. Landlord and Tenant will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

20.3 Cost of Mediation. The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be borne equally by the Parties. Each Party's costs and expenses will be borne by the Party incurring them.

21. TREATMENT IN BANKRUPTCY

21.1 Treatment in Bankruptcy. The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Lease Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

22. FORCE MAJEURE

22.1 Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the electronic equipment, Antenna Facilities or Premises has hindered, delayed, or prevented Tenant from using the Premises, Tenant may immediately erect any temporary electronic equipment on the Premises and such temporary antennas at such location as Landlord and Tenant may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's use of the Property and Building, or ability to repair or restore the Premises, Building, or Property. If, in Landlord's sole and absolute discretion, it elects to repair or restore the Premises, Building, and Property, upon completion of such repair or restoration, Tenant is obligated to repair or restore the electronic equipment and Antenna Facilities in accordance with the terms of this document.

23. NOTICE

23.1 Notices Regarding Lease. Any communication regarding this Lease shall be in writing and deemed delivered when delivered personally (with receipt acknowledged), or three days after deposit in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service for expedited delivery to be confirmed in writing by such courier, at the addresses listed or to such other address as either party may designate in writing.

If intended for Landlord, to: City of San Antonio
Office of City Attorney
100 S. Flores Street
City Hall, 3rd Floor
San Antonio, Texas 78205

If intended for Tenant, to: San Antonio MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

23.2 Operational and Emergency Contacts. The operational and emergency contacts of the Parties shall initially be as follows. Landlord and Tenant shall each notify the other as the following change from time to time:

Tenant Emergency Services contact:

Network operations center – 800-264-6620

If to Landlord, for general operational matters:

Aviation Department: 210-207-7242

Landlord Emergency Services contact:

Operational Control Center: 210-207-3433

24. CITY OF SAN ANTONIO ETHICS CODE

24.1 Prohibited Financial Transactions by City Personnel. The San Antonio City Charter and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: (i) a City officer or employee; (ii) his parent, child or spouse; (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the business entity, or (b) 10% or more of the fair market value of the business entity; and (iv) a business entity in which any individual or entity above listed is a (a) subcontractor on a City contract, (b) a partner, or (c) a parent or subsidiary business entity.

24.2 Tenant Not City Personnel. Tenant warrants and certifies that Tenant and its officers, employees and agents are neither officers nor employees of the City.

24.3 Discretionary Contracts Disclosure Statement. Tenant has tendered to City a Discretionary Contracts Disclosure Statement, in the form prescribed in Exhibit G, in

compliance with the Ethics Code and acknowledged that City's reliance on the above warranties and certifications is reasonable.

25. GENERAL PROVISIONS

25.1 Compliance. The Parties will comply with all current local, state and federal laws, regulations, ordinances, and orders.

25.2 No Brokers. Each Party represents that no broker was involved in this transaction or is entitled to a commission.

25.3 Legal Authority. The signatories to this Lease guarantee they have full legal authority to execute this Lease and to bind Party to all of the terms, conditions and obligations in this Lease, which shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25.4 No Fixtures. Tenant's Antenna Facilities will remain the sole property of Tenant whether or not attached to the Towers, Property, Building, or Premises provided that any structural modifications to the Tower (including mounting platforms or supports, but excluding Antenna Facilities), or to the Equipment Shelters or enclosures (including mounting racks), will become property of the Landlord, at Landlord's option, upon termination or final expiration of this Lease, and Tenant shall leave such on the Premises upon vacating. Tenant agrees that ownership of all structural modifications made to the Tower or Equipment Shelters or enclosures by, on behalf of, or for Tenant shall transfer to Landlord, and Tenant will transfer title of such facilities to Landlord.

25.5 Severability. If any provision of this Lease is held unconstitutional, void or invalid, the remainder of this Lease will remain in effect and the provision so held shall be reformed to reflect the parties' intent as closely as legally possible.

25.6 Applicable Law. THIS LEASE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

25.7 Venue. Any legal action or proceeding brought or maintained, directly or indirectly, resulting from this Lease shall be determined in the City of San Antonio, Bexar County, Texas.

25.8 No Warranties. Landlord makes no warranty, expressed or implied, and hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Tenant accepts the Premises "As Is."

25.9 Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

25.10 Exhibits Incorporated. All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

25.11 Entire Agreement. This Lease with attached Exhibits A to G constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements. This Lease may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing, executed by both Parties, and by the San Antonio City Council.

25.12 Execution of Lease in Counterpart Copies. This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

25.13 Prior Terminated Agreement. Landlord and Tenant agree that this Lease replaces the agreement between the City of San Antonio, a Texas Municipal Corporation, and San Antonio MTA, L.P. dated November 6, 1997 referenced by Tenant as Contract #NG 26203 ("Terminated Agreement"). Landlord and Tenant acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Lease, Tenant may continue to make, and the Landlord may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Lease.

(SIGNATURE PAGE TO FOLLOW)

26. SIGNATURES

IN WITNESS THERETO, the Parties affirm their signatures to this Lease following City Council approval of said Lease.

LANDLORD:

City of San Antonio

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

TENANT:

*San Antonio MTA, L.P. d/b/a Verizon Wireless
By Verizon Wireless Texas, LLC,
Its General Partner*

By: _____

Printed Name: _____

Title: _____

Date: _____


Aparna Khurjekar

Area Vice President Network

7-10-14