

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

WHEN RECORDED RETURN TO:
CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
()
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

WAIVER OF RIGHT TO MAKE A CLAIM UNDER PROPOSITION 207

(A.R.S. § 12-1131 et. seq.)
City of Scottsdale Case No. 24-UP-05#3

The undersigned is the fee title Owner of property, (Parcel No.) 131-16-141E located at 409 N. Scottsdale Rd Scottsdale, Maricopa County, Arizona, that is the subject of a request by Owner for a Conditional Use permit.

By signing this document, the undersigned Owner agrees and consents to all of the conditions and/or stipulations imposed by the Scottsdale Planning Commission, City Staff, or the City Council in conjunction with Owner's request for application of the city's land use laws to the Owner's property.

Owner waives any right to compensation for diminution in value that may be asserted now or in the future under Proposition 207, the Private Property Rights Protection Act (A.R.S. § 12-1131, et.seq.), based upon Owner's request in case no. _____

Dated this 16 day of November, 2016

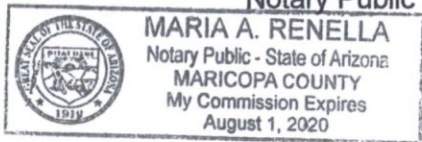
Owner: REVIVAL SCOTTSDALE, LLP By: [Signature]
(Type Name) (Signature of Owner)

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this 16th day of November, 2016 by Calum Bruno DeSouza, managing partner of Revival Scottsdale LLP

[Signature]
Notary Public

My Commission Expires: 8/1/2020



Short Waiver Form

RECORDED ELECTRONICALLY
BY CHICAGO TITLE AGENCY

RECORDING REQUESTED BY
Chicago Title Agency, Inc.
AND WHEN RECORDED MAIL TO:
REVIVAL SCOTTSDALE, LLLP

ESCROW NO.: C1403841 - 312 - TC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration,

MONARCH HOLDING CORPORATION, an Arizona corporation

("Grantor") conveys to

**REVIVAL SCOTTSDALE, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED
PARTNERSHIP**

the following real property situated in Maricopa County, Arizona:

See Exhibit A attached hereto and made a part hereof.


SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

Grantor warrants the title against all persons whomsoever, subject to the matters set forth above.

Dated: July 30, 2014

Grantor(s):

MONARCH HOLDING CORPORATION


JAMES D. JACKSON
PRESIDENT

Escrow No. C1403841-312-TC
Warranty Deed...Continued
Page 2 of 2

NOTARY ACKNOWLEDGEMENT(S) TO WARRANTY DEED

State of Arizona }
County of Maricopa } ss:

The foregoing document was acknowledged before me this 31st day of July 2014


by JAMES D. JACKSON, PRESIDENT MONARCH HOLDING CORPORATION, an Arizona corporation

(Seal)

[Handwritten Signature]

Notary Public

My commission expires: 3/19/18

 **THERESA BLACKMAN**
Notary Public - Arizona
Maricopa County
Expires 03/19/2018

Unofficial Document

Escrow No. C1403841-312-TC
Warranty Deed...Continued

Exhibit A

Tract "J", NEW PAPAGO PARKWAY UNIT 13, according to Book 93 of Maps, Page 10, records of Maricopa County, Arizona;

EXCEPT that portion of said Tract "J", described as follows:

COMMENCING at the Southwest corner of Section 2, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE North along the West line of said Section 2, a distance of 85.00 feet;

THENCE North 89 degrees 04 minutes 00 seconds East parallel with the South line of said Section 2, a distance of 65.00 feet to a point on the West line of Tract "J", and the True Point of Beginning;

THENCE North along the West line of said Tract "J", said line also being the East right-of-way line of Scottsdale Road, a distance of 180.00 feet;

THENCE North 89 degrees 04 minutes 00 seconds East parallel with the South line of said Tract "J", a distance of 200.00 feet;

Unofficial Document

THENCE South parallel with the West line of said Tract "J", a distance of 200.00 feet to a point on the South line of said Tract "J";

THENCE South 89 degrees 04 minutes 00 seconds West along the South line of said Tract "J", said line also being the North right-of-way line of Van Buren Street, a distance of 180.00 feet to a point of curve as shown on said plat of record;

THENCE Westerly and Northerly along said curve, said curve having a tangent length of 20.00 feet and an arc distance of 31.23 feet to the True Point of Beginning.

FIRST AMERICAN TITLE INSURANCE COMPANY

issued by

Great American Title Agency, Inc.

SCHEDULE A

Commitment Number: 21601920
(Monarch Property PH10233D)

Commitment Amount: \$0.00

Effective Date: June 17, 2016 at 07:30 A.M.,
Records of Maricopa County, Arizona

Type of Coverage: ALTA Standard Owners 10-17-92

(Endorsed for Leasehold)

1. Name of Proposed Insured:

T-Mobile West LLC, a Delaware limited liability company

2. The Estate or interest in the Land upon issuance of the Policy shall be the interest of the Lessee in that Lease set forth in Schedule A, Part II.

3. Title to the estate or interest in the land upon issuance of Policy shall be vested in:

T-Mobile West LLC, a Delaware limited liability company

4. The land referred to in this commitment is located in Maricopa County, Arizona, and is described as:

SEE EXHIBIT "A" ATTACHED HEREIN

Owner/Fee Title: **Revival Scottsdale, LLLP, an Arizona limited liability partnership**

Parcel No.: 131-16-141E

SCHEDULE A, PART II

The estate or interest in the land described in Schedule A and which is covered by the Policy is the Leasehold Estate, as leasehold estate is defined in A.L.T.A. endorsement attached to the Policy, created by the following instrument:

A lease executed by **Revival Scottsdale, LLLP, an Arizona limited liability partnership,** Lessor, to **T-Mobile West LLC, a Delaware limited liability company,** Lessee, dated ____, recorded ____, in Instrument No. ____.
(Term: ____)

END OF SCHEDULE A

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, Attorney's fees or expenses, any or all of which arise by reason of the following:

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (A) Unpatented mining claims; (B) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SCHEDULE B

PART TWO:

1. Taxes for the year 2016, a lien not yet due and payable.
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District and Fire District Assistance Tax and East Valley Institute of Technology District.
3. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
4. Easements, restrictions, reservations, conditions and setback lines as set forth on the plat recorded in Book 93 of Maps, Page 10, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded in Docket 3576, page 597 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
6. Any action that may be taken by the Flood Control District of Maricopa County to acquire easements, rights of way, or restrictive rights for drainage as disclosed by Resolution recorded in Docket 10794, Page 885 of Official Records.
7. An easement for underground public utilities and all other matters as set forth therein, recorded in Docket 12587, page 1271 of Official Records.
8. An easement for underground public utilities and all other matters as set forth therein, recorded in Docket 12587, page 1272 of Official Records.
9. All matters as set forth in PLSS Subdivision - Record Of Survey recorded in Book 707 of Maps, Page 1 of Official Records.
10. An unrecorded lease executed by Monarch Holding Corporation as lessor and VoiceStream PCS III Corporation, a Delaware corporation as lessee, as disclosed by a(n) Memorandum Of Lease recorded as 2007-0005444 of Official Records.
11. All matters as set forth in Resolution No. 8356 of the City of Scottsdale pertaining to establishment of a business district recorded as 2010-0549775 of Official Records.

SCHEDULE B

PART TWO (Continued):

12. An unrecorded lease dated November 1, 2005, executed by T-Mobile West Tower, LLC, a Delaware limited liability company as sublessor and CCTMO, LLC, a Delaware limited liability company as sublessee, as disclosed by a(n) Memorandum of Master Prepaid Lease and Management Agreement recorded as 20131076437 of Official Records.
13. A Construction Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement to secure an original indebtedness of \$6,300,000.00 and any other amounts or obligations secured thereby, recorded as 20140503311 of Official Records.

Dated: July 29, 2014
Trustor: Revival Scottsdale, LLLP
Trustee: Chicago Title Agency
Beneficiary: Mutual of Omaha Bank, a federally chartered thrift
14. All matters as set forth in Results of Survey recorded as Book 1198 of Maps, Page 35 of Official Records.
15. An easement for power distribution and all other matters as set forth therein, recorded in 20160207560 of Official Records.
16. Any rights, interest or claims of parties in possession of the land and not shown by the public records.
17. The terms and conditions of the lease set forth in Schedule A, Part Two.

END OF SCHEDULE B

REQUIREMENTS

1. Furnish a copy of the Articles of Organization, stamped "filed" by the Delaware Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of T-Mobile West LLC, a Delaware limited liability company.
2. Furnish copies of all Certificates required by Title 29, Chapter 3, Arizona Revised Statutes, on file with the Secretary of State relating to Revival Scottsdale, LLLP, an Arizona limited liability partnership. Said Certificates shall be certified by an authorized representative of the Secretary of State as true and correct copies and shall be accompanied by a Certificate from the Secretary of State's office stating that the Certificates presented constitute a complete set of Certificates filed in said office relative to the limited partnership stated.
3. Furnish a copy of the Partnership Agreement of Revival Scottsdale, LLLP, an Arizona limited liability partnership, together with any amendments thereto.
4. Record Lease as shown in Schedule A, Part II, herein.
5. Proper approval by the appropriate parties having a prior interest to your proposed Lease, as set forth in Schedule B herein.
6. Such further requirements as may be necessary after completion of the above.

END OF REQUIREMENTS

EXHIBIT "A"

The South 322 feet of Tract "J" of NEW PAPAGO PARKWAY UNIT 13, according to plat recorded in Book 93 of Maps, page 10, records of Maricopa County, Arizona;

EXCEPT that portion of said Tract "J" described as follows:

Commencing at the Southwest corner of Section 2, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North along the West line of said Section 2 a distance of 85.00 feet;

Thence North $89^{\circ}04'00''$ East parallel with the South line of said Section 2 a distance of 65.00 feet to a point on the West line of Tract "J" and the TRUE POINT OF BEGINNING;

Thence North along the West line of said Tract "J", said line also being the East right-of-way line of Scottsdale Road, a distance of 180.00 feet;

Thence North $89^{\circ}04'00''$ East parallel with the South line of said Tract "J" a distance of 200.00 feet;

Thence South parallel with the West line of said Tract "J" a distance of 200.00 feet to a point on the South line of said Tract "J";

Thence South $89^{\circ}04'00''$ West along the South line of said Tract "J", said line also being the North right-of-way line of Van Buren Street, a distance of 180.00 feet to a point of curve as shown on said plat of record;

Thence Westerly and Northerly along said curve, said curve having a tangent length of 20.00 feet and an arc distance of 31.23 feet, to the TRUE POINT OF BEGINNING.



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Monarch Holding Corporation ("Landlord") and VoiceStream PCS III Corporation, a Delaware Corporation ("Tenant").

Arizona
a(n) Corporation

1. Option to Lease.

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

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 409 N. Scottsdale Rd, Scottsdale, AZ. 85257, comprises approximately 600 square feet.

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

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

4. Rent. Tenant shall pay Landlord, as rent, _____ month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein, except that Rent shall be increased by _____ the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes,

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

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

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

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

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

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

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

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

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

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

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

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed

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

11. Insurance and Subrogation and Indemnification.

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

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

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

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

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

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

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With a copy to:

VoiceStream PCS III Corporation
2601 W. Broadway Road
Tempe, AZ 85282
Attn: Lease Administration Manager

If to Landlord, to:

Monarch Holding Corporation
409 N. Scottsdale Rd
Scottsdale, AZ. 85257

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and 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.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be

responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

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

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

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

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

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

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

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

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

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

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

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

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

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

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

LANDLORD: Monarch Holding Corporation

By: [Signature]
Printed Name: STEVE JACKSON
Its: TREASURER
Date: 8/29/05

LANDLORD:

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: VoiceStream PCS III Corporation

By: [Signature]
Printed Name: Wayne Leuck
Its: Regional Director
Date: 11/1/05

Approved as to form

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Section 4 of the Lease is deleted and replaced with the following:

Tenant shall pay Landlord, as Rent, one thousand and no/100 Dollars (\$1000.00) per month ("Rent"). The monthly rent shall be subject to an annual increase of three percent (3%), such increase to take effect on the anniversary date of the Commencement Date. Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance on the fifth day of each month for the following months to Monarch Holding Corporation at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be refunded to Tenant.

Section 5 of the Lease is deleted and replaced with the following:

Tenant shall have the right to extend this Lease for five (5) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease. If Tenant fails to pay Landlord when due any installment of rent to be paid hereunder within 30 days of the due date, Tenant will pay on demand a late charge of 5% thereof.

Section 7 (c) of the Lease is deleted and replaced with the following:

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted. In the event of termination of this Lease for any reason, Tenant shall remove at Tenant's expense, all of the Antenna Facilities installed by Tenant and Premises shall be returned to Landlord in good useable condition, wear and tear excepted. The removal of the Antenna Facilities and the return of the Premises shall be completed within ninety (90) days after the termination of the Lease.

LANDLORD: Monarch Holding Corporation

By: [Signature]
Printed Name: STEVE JACKSON
Its: TREASURER
Date: 8/23/05

LANDLORD:

By: _____
Printed Name: _____
Its: _____
Date: _____

[Handwritten mark]

TENANT: VoiceStream PCS III Corporation

By: [Signature]
Printed Name: Wayne Leuck
Its: Regional Director
te: 11/1/05

EXHIBIT "A"

TRACT "J", NEW PAPAGO PARKWAY UNIT 13, ACCORDING TO BOOK 93 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION OF SAID TRACT "J", DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 85.0 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 65.0 FEET TO A POINT ON THE WEST LINE OF TRACT "J", SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SCOTTSDALE ROAD, A DISTANCE OF 180.0 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT "J", A DISTANCE OF 200.0 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID TRACT "J", A DISTANCE OF 200.0 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "J"; THENCE SOUTH 89 DEGREES 04 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT "J", SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF VAN BUREN STREET, A DISTANCE OF 180.0 FEET TO A POINT OF CURVE AS SHOWN ON SAID PLAT OF RECORD; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE, SAID CURVE HAVING A TANGENT LENGTH OF 20.0 FEET AND AN ARC DISTANCE OF 31.23 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THE EAST 355.07 FEET THEREOF.

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

1. Delete Subsection 7(b) and replace it with the following:
(b) Tenant, at its expense, shall use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.
2. Delete Subsection 7(d) in its entirety and replace it with the following:
(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use at the rate charged by the servicing utility. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building as generally described and depicted on Exhibit B.
3. Delete Subsection 7(e) in its entirety and replace it with the following:
(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, without limitation, the installation of power and telephone service cables, and to service the Premises and the Antenna Facilities during the Initial Term of this Lease and any Renewal Term as generally described and depicted on Exhibit B (collectively, the "Easements").
- X Delete Subsection 7(f) in its entirety and replace it with the following:
(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term, provided that all such access shall be exercised within the Easements and Premises.
5. Add Subsections 7(g) and 7(h) as follows:
(g) Tenant shall promptly restore the Property substantially to its condition existing immediately prior to any entry upon the Property (except for any changes in the condition resulting from the action of Landlord or Landlord's, lessees, licensees, invitees or agents).

(h) The indemnification obligations in this Section 7 shall survive the termination or cancellation of this Lease.
- X Delete Subsection 8(c) in its entirety and replace it with the following:
(c) upon one (1) year written notice by Tenant if (i) the Property, the Building or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;
- X Delete Section 10 in its entirety and replace it with the following:
10. Landlord shall pay when due all real property taxes for the Property, including the Premises. In addition to Rent, Tenant shall pay Landlord at least 20 days prior to the applicable delinquency date an amount equal to Tenant's equitable proportion of the real property tax installment due directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as needed to pay the applicable taxes. In the event that Landlord fails to pay such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and collect such amount from Landlord. Notwithstanding the foregoing, Tenant shall pay any personal property tax, increased real property tax, rental tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.
8. Delete Subsection 11(a) in its entirety and replace it with the following:
(a) Tenant shall obtain and maintain Commercial General Liability Insurance in a per occurrence single limit coverage

amount and annual aggregate amount of not less than One Million and No/100 Dollars (\$1,000,000.00). Tenant shall also obtain and keep in force a policy insuring loss or damage to the Premises and all Tenant improvements, including the Antenna Facilities and utility installations. The amounts of such insurance shall be equal to the full replacement cost of the Premises and improvements thereon, as the same shall exist from time to time. Further, Tenant shall pay for any increase in the premiums for the property insurance covering the Property if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises, provided that Landlord shall provide documentation evidencing such increase. Landlord, on behalf of itself and all other lessees of the Property and their respective successors and assigns, shall be named an additional insured or loss payee under all insurance policies maintained by Tenant pursuant to this Lease, and Tenant shall provide to Landlord a certificate of said insurance within five (5) days after Tenant's exercise of the Option. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

9. Add an additional Landlord Notice Address as follows:

With a copy to: Ross Property Advisors, Inc., an Arizona corporation
 8098 N. Via De Negocio, Suite 101
 Scottsdale, AZ 85258

10. Delete Section 14 in its entirety and replace it with the following:

14. **Environmental Laws.** Landlord represents that the Property is used and will be used as an auto lot and an auto body shop and will remain as such and that Landlord has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

11. Delete Section 15 in its entirety and replace it with the following:

Tenant shall have the right to assign or otherwise transfer this Lease and the Easements to any person or business entity which is authorized and FCC licensed to operate a wireless communications business, 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; provided, however, that no partial assignments or transfers shall be permitted hereunder. Provided that the assignee has net worth equal to or greater than those of Tenant (and upon provision of proof satisfactory to Landlord of such net worth), then upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon prior written notice to Landlord and Landlord's reasonable prior written approval. Tenant may otherwise assign this Lease upon prior written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

12. Add new Subsection 18(k) as follows:

(k) Tenant may sublease additional space on the tower to other sublessees upon terms acceptable to Tenant, subject to the terms of this Lease, contingent on any such sublessee obtaining a separate ground lease directly with Landlord.