

## LEASE FOR ANTENNA COLLOCATION AND FACILITIES SITE

between

INCORPORATED COUNTY OF LOS ALAMOS, an incorporated county of the State of New Mexico, as Landlord

and
Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless,
as Tenant

## TABLE OF CONTENTS

1

- 1. Definitions and Certain Basic Provisions
- 2. Lease of Premises
- 3. Rent and Security Deposit
- 4. Early Termination
- 5. Use and Care of Premises
- 6. Maintenance and Repair of Premises
- 7. Leasehold Improvements/Alterations
- 8. Access
- 9. Utilities
- 10. Indemnity and Public Liability Insurance
- 11. Eminent Domain
- 12. Casualty
- 13. Assignment and Subletting
- 14. Taxes and Assessments
- 15. Default by Tenant and Remedies
- 16. Holding Over
- 17. Notices
- 18. Miscellaneous

#### LEASE FOR ANTENNA COLLOCATION AND FACILITIES SITE

STATE OF NEW MEXICO

3000

COUNTY OF LOS ALAMOS

This LEASE FOR ANTENNA COLLOCATION AND FACILITIES SITE (this "Lease") is entered into as of July 21, 2005, by and between the INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO ("Landlord") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, ("Tenant").

### 1. Definitions and Certain Basic Provisions

1.1 The following definitions and basic provisions apply to this Lease:

**Facility**: The water tank known as the North Mesa Water Tank and all related equipment located on that certain parcel of property shown on the attached **Exhibit "A,"** incorporated herein by reference, also referred to herein as the "**Land**," owned by Landlord.

Effective Date: July 21, 2005

Landlord's Address: Incorporated County of Los Alamos

Attn: Deputy County Administrator

P.O. Box 30

Los Alamos, New Mexico 87544

Lease Term: The 60-month period (the "Primary Term") commencing on the Commencement Date as hereinafter defined. The Commencement Date is defined as the first (1st) day of the month following the date this Lease is executed by the parties or the first (1st) day of the month following the date Tenant is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. The term "Lease Term," as used herein, shall include all valid renewals or extensions of the term of this Lease unless the context clearly indicates to the contrary.

Lease Year: The first twelve (12) calendar months of the term of this Lease shall constitute the first Lease Year of this Lease. The second Lease Year and each succeeding Lease Year shall consist of the twelve (12) months immediately following the expiration of the immediately preceding Lease Year.

Other Communication Uses: Those uses described on the attached <u>Exhibit "E"</u>, incorporated herein by reference.

**Permitted Use**: Tenant shall use the Premises only for the purpose of installing, maintaining, repairing, replacing, removing and operating certain telecommunications equipment, which equipment is more particularly described in the attached **Exhibit "B"** ("**Tenant's Equipment"**) and uses incidental thereto to provide telecommunications services, and for no other purpose.

**Premises**. The portion of the Land and the Facility hereby leased to Tenant, as shown on the attached **Exhibit "C"**, incorporated herein by reference, containing approximately one thousand five hundred ten (1,510) square feet and space on the Facility at the ninety seven (97) foot level.

Rental: Payment of Rental shall commence on the Commencement Date For the Primary Term, Tenant shall pay annual rental in the amount of SIX THOUSAND DOLLARS (\$6,000.00), which is to be paid in equal monthly installments on the first day of the month, in advance, to Landlord or to such other person, firm or place as the Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Rental shall increase for any Renewal Term as provided in this Lease. Rental is payable in advance on the Commencement Date and on or before the same day of each succeeding calendar year throughout the Lease Term. Rental for any partial year upon the termination of the Lease Term shall be prorated based on a 365-day year..

Security Deposit: No security deposit shall be required

Tenant's Address: Verizon Wireless (VAW) LLC,

d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

With a Copy To: Van Etten Suzumoto & Becket LLP

1620 26th Street, Suite 6000 North

Santa Monica, California 90404

Tel: (310) 315-8200 Fax: (310) 315-8210

#### 2. Lease of Premises

- 2.1. Landlord, in consideration of the Rental and other charges to be paid and the other covenants and agreements to be performed by Tenant, hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Premises commencing on the Commencement Date and ending on the last day of the Lease Term unless sooner terminated as herein provided. Tenant acknowledges and agrees that Tenant's use of the space on the Facility is non-exclusive. Tenant may install and maintain transmission and utility wires, cables, conduits and pipes on the Land necessary to carry out the Permitted Use, provided that Tenant obtain Landlord's prior written consent of the specific location of all such installations, such consent not to be unreasonably withheld.
- 2.2 Tenant shall have the right to extend this Lease for five (5) periods of five (5) years each (the "Renewal Terms") by giving written notice of renewal to Landlord at least ninety (90) days prior to the expiration of the then-current Lease Term. Each Renewal Term shall be on the same terms and conditions set forth in this Lease, except that upon the first anniversary of the Effective Date and upon each subsequent anniversary of the Effective Date during the Primary Term and during any Renewal Terms, rental payments for each year shall be increased by three percent (3%) over the annual rental payment for the immediately preceding year.

- 2.3 The Premises are delivered to Tenant and are being leased "AS IS" and "WITH ALL FAULTS," and Landlord makes no representation or warranty of any kind, expressed or implied, with respect to the condition of the Premises (including habitability, fitness or suitability for particular purpose of the Premises). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR TENANT'S PURPOSE. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY AGENT OF LANDLORD HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE PREMISES OR WITH RESPECT TO THE SUITABILITY OF SAME FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING THE PREMISES, TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE SAME AS SUITABLE FOR THE PURPOSE HEREIN INTENDED.
- 2.4 Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord or Landlord's successors or assigns, subject to the terms and conditions of this Lease including the performance by Tenant of all of the terms and conditions of this Lease to be performed by Tenant and including the payment of Rental and other amounts due hereunder.
- 2.5 This Lease shall be subject to any and all easements, rights-of-way, covenants, liens, conditions, restrictions, and outstanding mineral or royalty interests, if any, relating to the Premises, to the extent, and only to the extent, the same still may be in force and effect and either shown of record in the Office of the County Clerk of the county in which the Land is located, or apparent on the Land.

## 3. Rent and Security Deposit

- 3.1 In consideration of this Lease, Tenant promises and agrees to pay to Landlord at Landlord's Address stated or at such other address as Landlord may designate by notice in writing to Tenant at least thirty (30) days in advance of any rental payment date, the Rental, without demand, deduction or set-off. The Rental shall be paid in equal monthly installments on the first day of the month, in advance.
- 3.2 If Tenant fails to pay to Landlord when due any installment of Rental or any other sum to be paid to Landlord that may become due hereunder, Landlord will incur additional expenses in an amount not readily ascertainable and that have not been elsewhere provided for between Landlord and Tenant. If Tenant fails to pay Landlord any installment of Rental within five (5) days after it is due or any other sum to be paid hereunder when due, Tenant will pay Landlord on demand a late charge of five percent (5%) thereof. Failure to pay such late charge upon demand shall be an event of default hereunder. Such late charge shall be in addition to all other rights and remedies available to Landlord hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

## 4. Early Termination

4.1 Tenant may terminate this Lease if (i) Tenant is unable to obtain or renew at an expense or within the time period acceptable to Tenant, in its discretion, any necessary license, permit, consent, or other approval to allow Tenant to use the Premises for the Permitted Use, or Tenant's Federal Communications Commission authorization to operate Tenant's Equipment is revoked, canceled, not renewed, or otherwise forfeited by

- Tenant; (ii) a title search, survey, geo-technical and/or environmental study and RF engineering analysis performed by Tenant at Tenant's sole expense within six (6) months after the Effective Date reveals defects or abnormalities which Tenant, in Tenant's sole discretion, determines would interfere with or prevent Tenant's intended use, provided that Tenant shall provide prior written notice to Landlord or Tenant's intent to perform any such search or study and shall proceed with the search or study only after the written consent or Landlord, which consent shall not be unreasonably withheld or delayed and shall be deemed given if not withheld in writing with fifteen (15) days after receipt of notice from Tenant; (iii) any pre-existing communications facilities, or any communications facilities or other structures of any kind now or hereafter located on or in the vicinity of the Facility interfere with Tenant's Equipment and Tenant is unable to correct such interference through reasonably feasible means; or (iv) Tenant's equipment is totally or partially destroyed by fire or other casualty at any time so as, in Tenant's discretion, to cause Tenant's operation and use of the Premises to be infeasible for economic or other business reasons. Tenant shall give notice of the intended date of termination, which shall be at least thirty (30) days after the date of Tenant's written notice to Landlord. Notice of Tenant's exercise of its aforementioned right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Tenant. Tenant shall continue to make its rental payments as due through the date of termination.
- 4.2 Tenant may immediately terminate this Lease by giving written notice to Landlord of Landlord's default hereunder, after notice and opportunity to cure as herein provided.
- 4.2.1 Landlord or Tenant may terminate this Lease without cause at any time upon providing one-year advance written notice to the other party of the notifying party's intent to terminate this Lease. Landlord's option under this Paragraph 4.2.1 to terminate this Lease shall not be exercised prior to the commencement of the 6th Lease Year and Tenant's option under this Paragraph 4.3. to terminate this Lease shall not be exercised prior to the commencement of the 3rd Lease Year.
- 4.3 Throughout the Lease Term, Landlord will not knowingly grant a lease to any other party for use of all or any part of the Facility if such use would adversely affect or interfere with Tenant's operation of Tenant's Equipment. Tenant's sole remedy for Landlord's breach of the foregoing obligation shall be Tenant's right to terminate this Lease upon thirty (30) days notice to Landlord if another user of the Facility causes interference with Tenant's operations that has not been corrected within thirty (30) days after notice to Landlord, or if new structures are built nearby that block or partially block Tenant's transmissions in a manner that significantly interferes with Tenant's operations.
- 4.4 If Tenant terminates this Lease for any reason, Landlord shall not be obligated to return, refund, or provide a credit for any portion of the Rental due or paid to Landlord prior to termination.
- 4.5 At or before the expiration or termination of this Lease for any reason, Tenant shall surrender to Landlord the Premises, remove Tenant's Equipment, and shall restore the Premises to substantially the same condition existing on the Commencement Date, except for ordinary wear and tear, or as otherwise specifically requested in writing by Landlord. If Tenant fails to remove the Tenant Equipment as required by this Section 4.5, the Tenant Equipment shall be subject to disconnection, removal, and storage by Landlord upon thirty (30) days prior written notice to Tenant. In such event, Tenant shall pay to Landlord upon written demand therefore, the reasonable disconnection, removal

and storage costs and other reasonable expenses incurred by or on behalf of Landlord. If after termination or expiration of this Lease Tenant's Equipment or any part thereof remains on the Premises, then Tenant shall be considered to occupy the Premises as a tenant at will and the provisions of Section 16 of this Lease will apply.

#### 5. Use and Care of Premises

- 5.1 The Premises may be used only for the Permitted Use, and for no other purpose or purposes without the prior written consent of Landlord.
- 5.2 Tenant, at its sole cost, shall observe, perform, and comply with all laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency and applicable to the Premises or the use thereof, including all applicable zoning ordinances, building codes and environmental laws. Tenant shall not occupy or use the Premises or permit any portion of the Premises to be occupied or used for any use or purpose that is unlawful in part or in whole, or deemed by Landlord, in its reasonable discretion, to be disreputable in any manner or extra hazardous on account of fire.
- 5.3 Tenant shall take good care of the Premises and keep the Premises neat, clean and free from dirt, rubbish, insects, and pests at all times. Tenant shall arrange for the pick-up and removal of all trash and garbage at Tenant's expense. Tenant shall not operate an incinerator or burn trash or garbage on the Premises.
- 5.4 Tenant shall procure, at its sole expense, any permits or licenses required for Tenant's use of the Premises. Landlord will cooperate with Tenant, at Tenant's expense, in making application for and obtaining necessary licenses, permits and other necessary approvals that may be required for Tenant's Permitted Use; provided, however, that Landlord shall not be required to assume any liability, costs, expenses, or undertake any investigation or other similar activity.
- 5.5 None of Tenant's Equipment shall be installed on the Facility nor shall any construction commence on the Premises until Tenant has submitted its construction and installation plans and list of contractors and subcontractors to Landlord in writing and such plans and list have been approved in writing by Landlord, such approval not to be unreasonably withheld, delayed or conditioned. Tenant shall not alter the plans without the prior written approval of Landlord. Tenant shall be responsible for grounding all external and internal wiring and cabling installed by Tenant. Tenant shall obtain Landlord's prior written approval of such grounding plans. In the event any such plans are not approved or rejected by Landlord within fifteen (15) days of submittal by Tenant, the plans shall be deemed approved. Title to Tenant's Equipment shall be held by Tenant. Tenant's Equipment shall remain Tenant's personal property and no part of Tenant's Equipment shall be considered fixtures.
- 5.6. Tenant shall not cause electrical interference to Landlord or to any other tenant or user of the Project who is occupying or using a portion of the Land or the Facility as of the date Tenant proposes to lease the Premises from Landlord. At Landlord's request, Tenant shall perform an intermod and interference study at the Property and perform an interference evaluation. Tenant acknowledges that the Other Communication Uses will not interfere with the Other Communication Uses.

- 5.7 Tenant shall not bring or permit to remain on the Premises any asbestos containing materials, petroleum, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, State, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with the Permitted Use and stored in the usual and lawful manner and quantities Tenant's violation of the foregoing prohibition shall constitute a material breach and default hereunder and Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys' fees and court costs) caused by or arising out of (i) Tenant's violation of the foregoing prohibition or (ii) the presence or any release of any Hazardous Materials on, under, or about the Premises during Tenant's occupancy or control of the Premises that is caused by Tenant, provided however, Tenant shall not be responsible for any claims or damages caused by the presence or release of any Hazardous Materials on, under, or about the Premises to the extent such claims or damages are caused by the willful misconduct or negligence of Landlord. Tenant shall remove, remedy and repair any soil or ground water contamination and damage caused by the presence and any release of any Hazardous Materials in, on, under, or about the Premises during Tenant's occupancy of the Premises in conformance with the requirements of applicable law; provided however Tenant shall not be required to remove, remedy and repair any soil or ground water contamination and damage to the extent such release, contamination or damage is caused by the negligence or willful misconduct of Landlord. Tenant shall immediately give Landlord written notice of any suspected breach of this Section, upon learning of the presence or any release of any Hazardous Materials, and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which that may affect the Premises. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.
- 5.8 Landlord represents that it has not and shall not bring or permit to remain on the Premises any Hazardous Materials, except ordinary products commonly used in connection with Landlord's use of the Land and the Facility and stored in the usual and lawful manner and quantities.

## 6. Maintenance and Repair of Premises

- 6.1 Landlord shall have no obligation to repair or maintain the Premises and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs.
- 6 2 Tenant, at its sole cost and expense, shall repair or replace any damage or injury done to the Premises, the Land, or the Facility, or any part thereof, by Tenant or Tenant's agents, employees, invitees or visitors, including any damage occasioned by the installation, operation, maintenance or removal of Tenant's Equipment. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage that may result by reason of such repairs, and Tenant shall pay to Landlord within five (5) days after demand as additional rental hereunder the cost of such repairs plus twenty percent (20%) of the amount thereof to cover overhead.

- 6.3 Tenant shall maintain the Premises in good, tenantable, and sightly condition. Tenant shall properly maintain any landscaping relating to the Premises reasonably required by Landlord to assure a sightly condition of the Land and the Facility.
- 6.4 Tenant shall inform Landlord of any and all requirement for marking and lighting, including any lighting automated alarm system, required by the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), or any other governmental entity with jurisdiction, as a result of Tenant Facilities and shall, at Landlord's option, install the same at Tenant's expense, or pay Landlord's expenses of installing same. Tenant shall be responsible for assuring compliance with all such requirements. If lighting requirements apply and a lighting automatic system has been installed by Landlord, Landlord shall allow Tenant to bridge-in to the system to permit a parallel alarm or to install a second alarm, at Landlord's option.

### 7. Leasehold Improvements / Alterations

- 7.1 Except as contemplated in Exhibit "C", Tenant shall not make or permit to be made any alterations, additions or improvements to the Premises or paint, install lighting or decorations, or install any signs, window or door lettering or advertising media of any type on or about the Premises without the prior written consent of Landlord, which shall not be unreasonably conditioned, withheld or delayed. Upon Landlord's written request, at the termination of this Lease Tenant shall restore those portions of the Premises that Tenant altered, added to or improved to the condition in which they existed on the Commencement Date, wear and tear excepted. Tenant's Equipment and all furniture, movable trade fixtures and equipment installed in the Premises by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be so removed if required by Landlord, or if not so removed shall, at the option of Landlord, become the property of Landlord without compensation to Tenant. In the event of any such removal, Tenant shall, at its expense, repair and restore to the condition in which it existed on the Commencement Date any portion of the Land or Facility that is damaged by such removal.
- 7.2 All construction work done by Tenant on or in the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage.
- 7.3 Tenant will not permit any mechanic's lien or other liens to be placed upon the Premises, the Land or the Facility, or any portion thereof, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and in the case of the filing of any such lien, Tenant will immediately pay, obtain the release of, or bond around same. If any lien is not removed (or bonded around) within thirty (30) days, Landlord shall have the right and privilege at Landlord's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Tenant to Landlord and shall be repaid to Landlord (together with interest at the lesser of the rate of eighteen percent (18%) per annum or the maximum rate permitted by law from the date paid by Landlord) within ten (10) days after Tenant's receipt of a statement from Landlord therefor.

7.4 If Tenant's Equipment causes any measurable adverse interference with Other Communication Uses, then Tenant shall cause the elimination of such interference in a prompt and timely manner. If such measurable adverse interference by Tenant's Equipment with Other Communication Uses cannot be eliminated within a reasonable length of time, but not to exceed forty-eight hours after notice thereof, Tenant shall cease operation of Tenant's Equipment except for brief tests necessary for the elimination of the interference.

#### 8. Access

8.1 Except as otherwise provided herein, Tenant and Tenant's employees, agents, and contractors shall have access to the Premises 24 hours per day, 7 days a week for the purpose of carrying out the Permitted Use. Landlord may fence and lock the Property. or any portion thereof. If Landlord chooses to fence and lock that portion of the property that includes Tenant's equipment building on the ground, Landlord shall provide to Tenant the key or other information necessary to allow Tenant entry. Notwithstanding anything herein to the contrary, Tenant shall not be entitled in any circumstance to unattended access to the water tower and the cabling, antenna, and other Tenant equipment located in or on the water tower. To access Tenant equipment in or on the water tower, Tenant shall notify the County Department of Public Utilities and request attended access to the water tower. Tenant must provide as much advance notice to Landlord as reasonably possible. For each such access to the water tower that occurs outside regular County utility business hours (7:30 a.m. to 4:00 p.m. on business days, excluding county holidays), Tenant shall pay, immediately upon demand by the County, the cost incurred by the County for providing an attendant. The County estimates that the cost of attended access will be approximately \$120.

Landlord reserves the right to require Tenant to provide the name, address, and background information on each and every employee, agent, or representative of Tenant that will access the Premises. Landlord further reserves the right to restrict access by one or more of Tenant's employees, agents, or representatives, or to refuse access to the Premises at any time Landlord deems necessary or desirable, in Landlord's sole discretion, for security purposes.

8.2 Landlord shall have the right to enter upon the Premises at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including without limitation, inspecting same.

#### 9. Utilities

- 9.1. Landlord makes no representation with regard to utility services available to the Premises. Tenant shall pay promptly and before delinquency all charges for electricity, water, gas, telephone service, sewerage service, and other utilities furnished to the Premises and shall pay promptly any maintenance charges therefore. Such payments shall be made directly to the provider of the utility service. Utilities shall be separately metered.
- 9.2 Tenant, at Tenant's sole cost, shall install, maintain and repair all wiring, conduits, facilities, equipment (including meters or submeters) and cabling necessary to connect the Premises or Tenant's Equipment to the utility service providers and connections.

9.3 If Exhibit "D" is attached to this Lease, Landlord hereby grants Tenant a nonexclusive easement (the "Easement") as described on Exhibit "D" for the purposes of installation, operation, maintenance, repair, replacement and removal of all wiring, conduits, facilities, equipment and cabling necessary to connect Tenant's Equipment or the Premises to utility services, provided that Tenant's use of the Easement does not interfere with use of the Easement by Landlord or others using the Easement at the time of Tenant's installation of the wiring, conduits, facilities, equipment or cabling. Landlord reserves the right to cross the Easement and use and grant the use of other easements in, under, on, over, through and across, the Easement to others for any uses or purposes, except that no such other grants shall permit or allow unreasonable interference with the Easement herein granted to Tenant. Landlord shall have the right, at Landlord's expense, to relocate the Easement to Tenant, provided such new location shall not materially and adversely interfere with Tenant's operations within the Premises. The Easement shall be for a term commencing on the Commencement Date of this Lease and shall automatically terminate on the expiration or earlier termination of this Lease. Provided, however, that Tenant agrees in such event to execute and deliver to Landlord, its successors or assigns, a termination of easement, duly executed and acknowledged by Tenant, on the request of Landlord.

9.4 Landlord shall not be liable for any interruption or failure in utility services arising from any cause whatsoever other than Landlord's gross negligence or intentional misconduct, nor shall any such interruption or failure be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof, nor render Landlord liable in any respect for damages to either person, property or business.

#### 10. Indemnity and Public Liability Insurance

10.1 FROM AND AFTER THE EFFECTIVE DATE, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE TO TENANT FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSON OCCASIONED BY THEFT, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, ORDER, WAR, COURT REQUISITION OR ORDER OF GOVERNMENTAL BODY OR AUTHORITY OR ANY SIMILAR MATTER OR BY THE PREMISES BEING OUT OF REPAIR OR BY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES, OR WIRING, OR BROKEN GLASS, OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING, OR FLOWING INTO THE PREMISES. LANDLORD SHALL NOT BE LIABLE TO TENANT, OR TO TENANT'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS, CONTRACTORS OR INVITEES AND TENANT SHALL INDEMNIFY, DEFEND, AND HOLD LANDLORD, OFFICERS, LANDLORD'S COUNCIL MEMBERS, EMPLOYEES, CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES) ARISING FROM (I) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR TENANT. TENANT'S AGENTS, SERVANTS, EMPLOYEES. NEGLECT OF CUSTOMERS OR INVITEES, (II) TENANT'S USE OF THE PREMISES OR THE CONDUCT OF TENANT'S BUSINESS, (III) ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY TENANT IN OR ABOUT THE LAND AND THE FACILITY, (IV) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON TENANT'S PART TO BE PERFORMED UNDER THE TERMS OF THIS LEASE, OR (V) THE DESIGN OR CONSTRUCTION OF TENANT'S EQUIPMENT

OR ANY OTHER IMPROVEMENTS CONSTRUCTED ON THE PREMISES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF LANDLORD, LANDLORD'S OFFICERS OR EMPLOYEES.

- 10.2 Tenant shall, at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance with limits of: (i) not less than \$1,000,000 with respect to bodily injury or death to any number of persons in any one accident or occurrence, nor less than \$1,000,000 with respect to property damage in any one accident or occurrence, throughout the Lease Term; or (ii) not less than \$3,000,000 combined single limit for bodily injury, death or property damage in any one accident or occurrence, throughout the Lease Term. Landlord may reasonably increase the minimum limits for the policy or policies of comprehensive general liability insurance maintained by Tenant on the 5<sup>th</sup> anniversary date of this Lease and every 5<sup>th</sup> anniversary date thereafter by giving Tenant at least thirty (30) days written notice prior to the anniversary date on which the increase would be effective.
- 10.3 Tenant shall, at Tenant's expense, maintain a policy or policies of "All Risk" property insurance that insures Tenant's Equipment for its full replacement cost.
- 10.4 In the event that Tenant elects to carry the coverage enumerated in 10.2(i) above, Tenant shall also, at Tenant's expense, maintain a policy or policies of excess/umbrella insurance with limits of not less than \$2,000,000.
- 10.5 All policies of insurance that Tenant is required to maintain hereunder shall be issued by and binding upon solvent insurance companies licensed to do business in New Mexico, shall name Landlord as an additional insured on the general liability policy, and shall contain a provision to the effect that Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under said policy for any loss occasioned to Landlord, its servants, agents, and employees by reason of the acts, omission, and/or negligence of Tenant, subject to standard policy provisions and exclusions. Prior to entering upon the Premises, Tenant shall furnish to Landlord either (i) a copy of Tenant's insurance policies; or (ii) a certificate of insurance verifying Tenant's compliance with the insurance coverage requirements of this Article 10. Any insurance company providing insurance required hereunder shall notify Landlord at least thirty (30) days prior to cancellation of any such insurance. All insurance required by this Article 10 shall be primary as related to Tenant's negligence and noncontributing with any insurance that may be carried by Landlord.
- 10.6 Tenant hereby waives any cause of action it might have against Landlord as a result of any loss or damage that is required to be insured against by Tenant under this Lease. Tenant agrees that it will obtain from its insurance carrier endorsements to all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

#### 11. Eminent Domain

11 1 If all or a portion of the Premises is taken for any public or quasi-public use under any law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the rent shall abate during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

11.2 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises shall be the property of Landlord, and Tenant hereby assigns Tenant's interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's Equipment and Tenant's other property if a separate award for such items is made to Tenant.

## 12. Casualty

12.1 If substantially all of the Facility is destroyed by fire, tornado or other casualty or if the Premises or the Facility is so damaged that rebuilding or repairs cannot, in the reasonable judgment of Landlord, be completed within one hundred eighty (180) days after the date of such damage, Landlord may at its option terminate this Lease, in which event, this Lease shall terminate effective as of the date of such damage. If the Premises or the Facility is damaged by fire, tornado or other casualty covered by Landlord's insurance, if any, but only to such extent that rebuilding or repairs can, in the reasonable judgment of Landlord, be completed within one hundred eighty (180) days after the date of such damage, or if the damage is more serious but Landlord does not elect to terminate this Lease, in either such event Landlord shall within one hundred twenty (120) days after the date of such damage commence actions to rebuild or repair the Premises and/or the Facility and shall proceed with reasonable diligence to restore same to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's Equipment or other equipment, fixtures and improvements that may have been placed by Tenant or other tenants within the Premises or the Project. Landlord shall allow Tenant a diminution of Rental during the time the Premises are unfit for the purposes herein intended, which diminution shall be based upon the diminished usefulness of the Premises to Tenant. Any insurance that may be carried by Landlord or Tenant against loss or damage to the Premises or to the Facility shall be for the sole benefit of the party carrying such insurance and under its sole control.

#### 13. Assignment and Subletting

- 13.1. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Premises without the prior written consent of Landlord, which may not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may sell, assign or transfer its interest in the Lease and Premises without any approval or consent of Landlord to Tenant's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Land is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of Tenant's communication towers in the market defined by the Federal Communications Commission in which the Land is located.
- 13.2 Consent by Landlord to any assignment or subletting shall not operate as a waiver of Landlord's rights as to any subsequent assignment or subletting. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rental herein specified and for compliance with all of Tenant's other obligations under this Lease.

- 13.3 Landlord shall have the right to transfer and assign, in whole or in part, all of Landlord's rights and obligations hereunder and in the Premises, and in such event and upon assumption by the transferee of Landlord's obligations under this Lease (any such transferee to have the benefit of, and be subject to, the provisions of this Lease), no further liability or obligation shall thereafter accrue against Landlord hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations.
- 13.4 Tenant may mortgage, pledge or otherwise encumber Tenant's leasehold interest in the Premises, but in no event shall Tenant mortgage, pledge or otherwise encumber Landlord's interest in the Premises, the Facility, the Land, or any improvements thereon.

Landlord further acknowledges that Landlord shall provide notice to any Lender of which Landlord has been advised in writing at least 30 days before the occurrence of an event of default, of any demand for cure issued by Landlord and the Lender shall have the right to cure any default of Tenant within the applicable cure period provided for in this Lease, and may, by assuming all of Tenant's obligations under this Lease and providing written notice of same to Landlord, be substituted as Tenant hereunder. Nothing contained herein shall be deemed or construed to obligate any Lender or any replacement or refinancing lender to take any action under this Lease or to perform or discharge any indebtedness, liability, obligations or duty of Tenant hereunder unless such Lender has assumed Tenant's obligations under this Lease as provided above.

#### 14. Taxes and Assessments

- 14.1 Tenant shall be liable for all taxes levied against Tenant's Equipment and any other improvements, personal property or trade fixtures placed by Tenant on the Premises, all taxes levied or assessed on Tenant's leasehold interest in the Premises, and any other levies, assessments, fees, or business or other taxes of any kind levied or accruing because of Tenant's occupancy of the Premises or on the business or income of Tenant generated from the Premises. Tenant shall pay the same directly to the tax assessing authority prior to delinquency.
- 14.2 Upon Landlord's request and following Tenant's failure to pay such taxes, levies, assessments or fees prior to delinquency, Tenant shall pay to Landlord additional monthly installments of Rental in an amount sufficient to pay all taxes and assessments that are Tenant's obligation and that accrue during the then current Lease Year.

## 15. Default by Tenant and Remedies

- 15.1 The following events shall be deemed to be events of default by Tenant under this Lease.
  - a. Tenant fails to pay any installment of Rental or any other sum payable by Tenant under this Lease within five (5) days after it is due.
  - b. Tenant fails to comply with any other term, provision or covenant of this Lease within fifteen (15) days after written notice thereof to Tenant; provided, however, that if the nature of Tenant's obligation is of such a nature that it cannot reasonably be cured within said fifteen-day period, Tenant shall not be deemed in default so long as Tenant commences curing such failure within said fifteen-day period and diligently prosecutes same to completion. Notwithstanding the foregoing, in no event shall the

time within which Tenant may cure a failure to timely correct interference with Other Communication Uses exceed fifteen (15) days and Landlord shall not be required to provide notice of interference with Other Communication Uses more than once in any 12-month period.

- c. Tenant or any guarantor of Tenant's obligation hereunder becomes insolvent, or makes any transfer in fraud of creditors, or makes an assignment for the benefit of creditors.
- d. Tenant or any guarantor of Tenant's obligations hereunder files a petition under any section or chapter of any applicable federal or state bankruptcy or insolvency law, or is adjudged bankrupt or insolvent in proceedings filed against Tenant or such guarantor.
- e. A receiver or trustee is appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder.
- f. Tenant does or permits to be done anything that creates a lien upon the Premises and the lien is not removed or bonded around within thirty (30) days after written notice thereof from Landlord to Tenant.
- 15.2 Upon the occurrence of any event of default specified in this Lease, Landlord shall have the option to pursue any and all remedies that Landlord then may have hereunder or at law or in equity, including, without limitation, any one or more of the following, in each case, without any further notice or demand whatsoever:
  - a. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that Landlord may have for possession or arrearage in rent, enter upon and take possession of the Premises by any lawful means, including by picking or changing locks if necessary, and lock out, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant agrees to pay to Landlord on demand the amount of all loss and damage that Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.
  - b. Enter upon and take possession of the Premises by any lawful means, including by picking or changing locks if necessary, and lock out, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim for damages therefor, and if Landlord so elects, relet all or any part of the Premises on such terms as Landlord shall deem advisable and receive the rent therefor, and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting for the remainder of the Lease Term or any extension thereof (if the event of default occurs during such extension term) Tenant shall be liable immediately to Landlord for all costs Landlord incurs in repossessing and reletting the Premises, including, without limitation, brokers' commissions, reasonable attorneys' fees incurred in connection with the reletting or in connection with Tenant's default hereunder, expenses of repairing,

altering, and remodeling the Premises required by the reletting and like costs. In no event shall Tenant be entitled to receive any excess in the rental received by Landlord following a reletting over the amounts owed by Tenant to Landlord hereunder.

c. Make such payments, and/or take such action (including entering the Premises by picking or changing locks if necessary, without being liable for prosecution or any claim for damages therefor), and pay or perform whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses that Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including reasonable attorneys' fees), and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

15.3 No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or default. No payment by Tenant or receipt by Landlord of any amount less than the amounts due by Tenant hereunder shall be deemed to be other than on account of the amounts due by Tenant hereunder, nor shall any endorsement or statement on any check or document accompanying any payment be deemed an accord and satisfaction.

15.4 In the event of termination for an event of default, Landlord shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, or to collect rental after reletting; and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose.

15.5 Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for Landlord's performance, then Landlord shall not be deemed to be in default if Landlord shall commence such performance within such thirty-day period and thereafter diligently prosecute the same to completion. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. Tenant hereby waives any right Tenant may have to assert a lien upon any of Landlord's property or upon any rental due to Landlord.

15.6 In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use all of the improvements, furniture, fixtures, and equipment at the Premises, including that which is owned or leased to Tenant, at all times prior to any foreclosure thereon by Landlord or repossession thereof by a lessor thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment, and other property located thereon and place same in storage at any premises within the county in which the Premises are located; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless form all loss, damage, cost, expense and liability in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment, and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment, or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act; and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment, or other property to Claimant. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

## 16. Holding Over

16.1 If Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at will at a rental equal to the Rental herein provided plus three hundred percent (300%) of such amount calculated on a daily basis and otherwise subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a tenancy at will.

#### 17. Notices

- 17.1 Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in <u>Section 1.1</u>, or at such other addresses as they have hereafter specified by written notice.
- 17.2 If and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall arrange among themselves for their joint execution of such notices specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included within the term "Tenant" shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment.

#### 18. Miscellaneous

- 18.1 Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.
- 18.2 Except as expressly set forth in this Lease, Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease or the financing, ownership, construction, maintenance, operation, or repair of the Premises.
- 18.3 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.
- 18.4 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act of the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- 18 5 Whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party. This provision shall not excuse or extend the time for payment of any monetary obligation of Tenant to Landlord. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering Landlord's interest in the Premises, and Tenant is given written notice thereof, including the address of the holder of the indebtedness secured thereby, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.
- 18.6 This Lease and the exhibits attached hereto contain the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.
- 18 7 Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease. If any agent or broker shall make a claim for a commission or fee as a result of the actions or alleged actions of Tenant, Tenant shall be responsible for payment thereof and hereby indemnifies and holds Landlord harmless from such claim for commission or fees.

- 18.8 If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible in order to make such clause or provision legal, valid and enforceable.
- 18 9 Tenant warrants that it has the full right, power and authority to enter into this Lease and to carry out Tenant's obligations under this Lease, and the person signing this Lease on behalf of Tenant has been duly authorized by Tenant to execute this Lease.
- 18.10 The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.
- 18.11 Notwithstanding anything contained in this Lease to the contrary, Landlord does not warrant or represent that the Premises contains any particular number of square feet, and the Rental specified in this Lease shall not vary based upon the actual number of square feet contained in the Premises.
- 18.12 The submission of this Lease to Tenant for examination does not constitute an offer, reservation or option in favor of Tenant, and Tenant shall have no rights with respect to this Lease or the Premises unless and until Landlord shall execute a copy of this Lease and deliver the same to Tenant.
- 18.13 Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties hereto, any right or remedy under or by reason of this Lease.
- 18 14 This Lease shall be construed and enforced in accordance with the laws of the State of New Mexico. Venue shall be in the First Judicial District of New Mexico in Los Alamos County.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

Executed on the dates set forth below to be effective on the Commencement Date.

## LANDLORD:

|  | INCORPORATED COUNTY OF LOS ALAMOS, an incorporated county of the State of New Mexico |
|--|--|
| Date: 194/05   | By: About less for Max M. Baker County Administrator                                 |
| Approved as to form:  Rever A Dwyer  County Attorney | Approved: BOARD OF PUBLIC UTILITIES  By: Name: Felicia Orth  Title: Chair            |
|  | TENANT:  |
|  | Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless                                   |
| Date:  | By:  |

Technical Officer Date: 7/15/05

| STATE OF NEW MEXICO        | )  |
|----------------------------|--|
| COUNTY OF LOS ALAMOS       | ; ss<br>)  |
| 2005 by Max H. Baker, Cour | ment was acknowledged before me this $26$ day of July nty Administrator for the Incorporated County of Los Alamos. |
| by AT Mort- Ilare          | for Dandra Dalague   |
| My Commission Expires:     | C NOTART TODDIC  |
| March 30, 2007             |  |
|                            |  |
| STATE OFARIZONA            | )  |
| COUNTY OF MARICOPA         | : ss<br>)  |

On this 6 day of July, 2005, before me, personally appeared WALL KOHT, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

MOTARY PUBLIC IN AND THE STATE OF

My Commission Expires:

Dotober 4, 2006



List of Exhibits:

Exhibit A - Land

Exhibit B - Tenant's Equipment

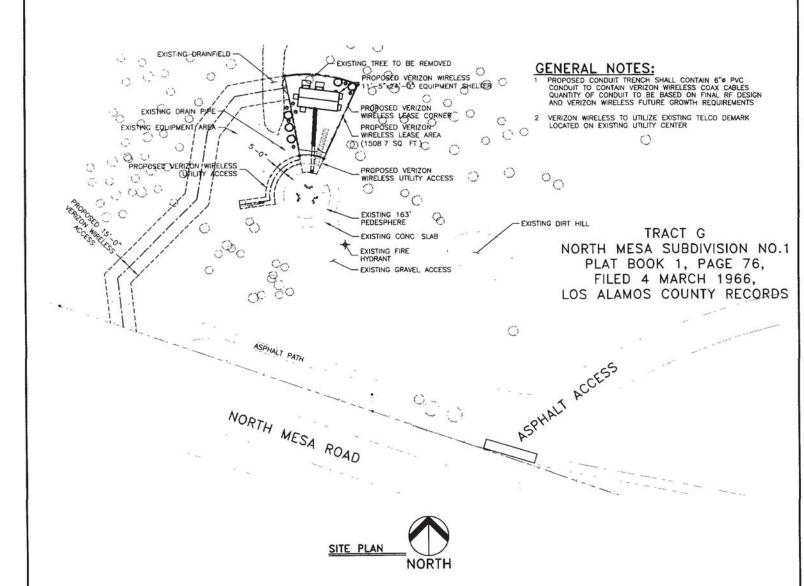
Exhibit C - Premises

Exhibit D - Intentionally Omitted

Exhibit E – Other Communication Uses (This exhibit describes the communication uses existing at the Facility as of the Effective Date and other anticipated communications frequencies and uses with which Tenant's Equipment must not interfere.)

Exhibit A - Land

# EXHIBIT 'A'



**Verizon**wireless

Attachment C 4821 EJBANK NE - ALBUQUERQUE NEW MEXICO 87111 DESIGNED BY

TOWERCOM TECHNOLOGIES LLC
TOWERCOM TECHNOLOGIES LLC
TOWERCOM TECHNOLOGIES LLC

4520 Montgomery Blvd NE
Suite 5 - Albuquerque, NM 87109
Tel 505-232-4884 Fax 505-232-4898

PROJECT NAME NM4-QUEMAZON ALT-1
PROJECT ADDRESS LOS ALAMOS, NEW MEXICO
SHEET TITLE EXHIBIT 'A'
DATE 7/01/05 SHEET NUMBER SK1

# Exhibit B - Tenant's Equipment

## Exhibit 'B'

# Vendor

Andrew 6 runs 97'ea 7/8" coax (LDF5-50A)

6 runs 97'ea 1 5/8 coax (LDF7-50A)

## Antel Antennas

BXA80063/8CF (2) BXA80090/8CF (1) BXA185060/8CF (3)

#### Generac power

Generator 4812-3 (60kw diesel stat 120/240 1-ph)

#### Emerson

Vortex power ststem +24vdc (581125000) W/ six 130A rectifiers

## **Douglas Battery**

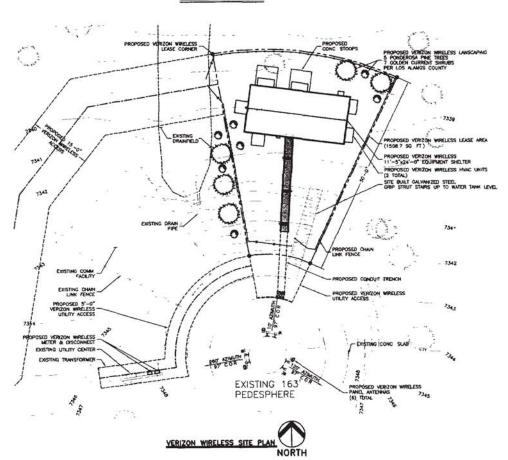
24V 2000ah battery system (DSV-2000) qty 12

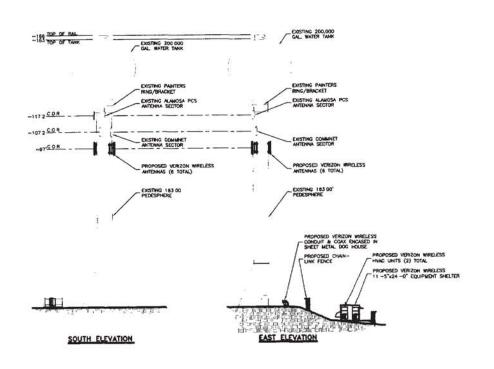
#### Lucent

4 0 Mod 3S4C

# Exhibit C - Premises

# EXHIBIT 'C'





**Verizon**wireless

Attachment C 4821 EJBANK NE – ALBUQUERQUE NEW MEXICO 87111

|   | DESIGNED BY |                                |       |      |  |
|---|-------------|--------------------------------|-------|------|--|
|   | To          | went                           | -     |      |  |
| 1 |             |                                |       | MI J |  |
|   | TOWER       | CHNOLOGIES<br>COM TECHNOLOGIES | LLC - |      |  |
| 1 |             | Montgomery                     |       | NF   |  |

TOWERCON TECHNOLOGIES LLC

4520 Montgomery Blvd NE

Suite 5 - Albuquerque, NM 87109

Tel 505-232-4884 Fax 505-232-4898

| PROJECT NAME    | NM4-QUEMAZON ALT-1 |              |        |  |
|-----------------|--------------------|--------------|--------|--|
| PROJECT ADDRESS | LOS ALA            | MOS, NEW     | MEXICO |  |
| SHEET TITLE     | EXHIBIT 'C'        |              |        |  |
| DATE            | 7/01/05            | SHEET NUMBER | SK1    |  |
|                 | //01/03            | 1            | 211    |  |

## Exhibit E - Other Communication Uses

(This exhibit describes the communication uses existing at the Facility as of the Effective Date and other anticipated communications frequencies and uses with which Tenant's Equipment must not interfere.)

## Exhibit 'E'

## Other Communication Uses

• Commnet Four Corners existing communications facility

Operating Frequencies: TX: 1958.04 MHz RX: 1877.52 MHz

· Alamosa PCS existing communications facility

Operating Frequencies: TX: 1946.25 MHz

RX: 1866.25 MHz

• Los Alamos County will be attaching County communications equipment to the tower in addition to the existing and proposed carrier equipment. The equipment location and heights will be determined by Los Alamos County.