

LAND LEASE AGREEMENT

This Land Lease Agreement (the "**Agreement**") is made by and between **Spring Branch ISD ("Lessor")**, with a mailing address of 955 Campbell Road, Houston, Texas 77024, and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless ("Lessee")**, with a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "**Party**."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** Lessor hereby grants to Lessee the right to install, maintain, replace, add and operate communications equipment ("**Use**") upon a portion of that real property owned, leased or controlled by Lessor located at 14555 2/3 Fern Drive, Houston, Harris County, Texas 77079, Parcel No. 132-909-001-00001 (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The portion of the Property Lessee has rights to for its Use is approximately 216 square feet and is more particularly described and/or depicted on Exhibit "B" attached hereto and made a part hereof (together with the Easements granted pursuant to Paragraph 5, collectively referred to herein as the "**Premises**").

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after Lessee begins installation of Lessee's communications equipment on the Premises (the "**Commencement Date**") and will be acknowledged by the Parties in writing, including electronic mail.

3. **EXTENSIONS.** The initial term of this Agreement shall automatically be extended for 5 additional 5-year terms unless Lessee gives Lessor written notice of its intent to terminate at least 3 months prior to the end of the initial term or then current extension term, as applicable. The initial term and any extension terms shall be collectively referred to herein as the "**Term**".

4. **RENT.**

a. Rent payments shall begin on the Commencement Date and be due at a total annual rent of \$9,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to Lessor at 955 Campbell Road, Houston, Texas 77024, or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rent payment due date by notice given in accordance with Paragraph 4.d below. Rent shall accrue starting on the Commencement Date; however, the initial rent payment(s) will be delivered no later than 90 days after: (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4.c), or (ii) the written acknowledgement confirming the Commencement Date, whichever is later. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. Each year during the Term, as of the anniversary of the Commencement Date, annual rent shall increase by 1.5% over the rent for the immediately preceding year.

c. For any party to whom rent payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully-executed state and local withholding forms if required; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee (collectively, the "**Rental Documents**"). If the Rental Documents are not provided by Lessor, or there is a change to the Lessor payee, rent shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rent payments to Lessor or its designee or successor in interest, as applicable, until 30 days after Lessee receives the required Rental Documents. Thereafter, Lessee shall deliver the accrued rent payments in accordance with the Rental Documents.

d. Lessor must register in the Verizon Landlord Connect portal ("**VLC Portal**") at <https://landlordconnect.verizon.com> and shall utilize the VLC Portal to submit changes to Lessor's account information (e.g. notice address, ownership information, banking details, email address), provide Rental Documents, view rental payments, submit an invoice/bill (e.g. utilities) for payment, and to access this Agreement or certificates of insurance.

5. ACCESS/UTILITIES. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of Lessee's communications equipment over or along one or more rights-of-way ("**Easements**") shown or described on Exhibit "B". Lessee may use the Easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by Lessee for the operation of its communications equipment. In the event it is necessary, Lessor agrees to grant Lessee or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by Lessor. In the event of any power interruption at the Premises, Lessee shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of debris. Lessor represents and warrants to Lessee that as of the Effective Date, the Property is in compliance with all Laws (as defined in Paragraph 26), including EH&S Laws (as defined in Paragraph 23).

7. IMPROVEMENTS. The communications equipment including, without limitation, conduits, fencing and other screening, and other improvements shall be at Lessee's expense and installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify its communications equipment, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to Lessee, whether or not any of the communications equipment, conduits or other improvements are listed on any exhibit. Lessee shall only be required to obtain Lessor consent for modifications that increase the square footage of Lessee's Premises. Lessor shall respond in writing to any Lessee consent request within 30 days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises shall be memorialized by the Parties in writing.

Lessor is not entitled to a rent increase associated with any Lessee modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional square footage of ground space included in the Premises.

8. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit Lessee's Use. Lessor shall cooperate with Lessee in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any radio frequency signs as are necessary to ensure Lessee's compliance with Laws (as defined herein).

9. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines any structural analysis is unsatisfactory; (v) Lessee, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason, in Lessee's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 general aggregate. Each Party shall be included as

an additional insured as their interest may appear under this Agreement on the other Party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 28, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Lessee's Network Management Center (at 1-800-264-6620 or 1-800-621-2622) or to Lessor (at (713) 251-1451), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL/HOLDOVER.

a. Within 90 days of the expiration or earlier termination of the Agreement, Lessee shall remove Lessee's communications equipment (except foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that the communications equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

b. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, Lessee may remain on the Premises until the amendment or new lease has been executed, provided Lessee shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, Lessor receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("**Lessor's Notice**"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to Lessor by the third party offeror. Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If Lessee fails to provide written notice to Lessor that Lessee intends to meet such bona fide offer within 60 days after receipt of Lessor's Notice, Lessor may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If Lessee provides Lessor with notice of Lessee's intention to meet the third party offer within 60 days after receipt of Lessor's Notice, then if Lessor's Notice describes a transaction involving greater space than the Premises, Lessee may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, Lessor acknowledges and agrees that if Lessee exercises this right of first refusal, Lessee may require a reasonable period to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. Lessee may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

16. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the Effective Date and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Lessee

may assign this Agreement to: (a) any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization without any notice to, or approval or consent of, Lessor; or (b) a company that is engaged in the business of owning and/or operating communications towers (a "Tower Company") without prior written approval or consent of Lessor, provided Lessee shall provide Lessor written notice of any Tower Company assignment. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Lessee may sublease the Premises in Lessee's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13 or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that Lessee may have designated to Lessor by like notice, or that the Lessor may have designated to Lessee in the VLC Portal):

LESSOR: Spring Branch ISD
955 Campbell Road
Houston, Texas

LESSEE: GTE Mobilnet of South Texas Limited Partnership
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, Lessor shall obtain a Non-Disturbance Agreement (as defined below) and/or any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by Lessor which from time to time may encumber all or part of the

Property; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize Lessee's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Property, and (iii) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and Lessee shall be entitled to deduct and setoff against all rents or fees that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

21. **DEFAULT.** It is a "**Default**" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within 5 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

23. **ENVIRONMENTAL.** Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("**EH&S Laws**"). Lessee shall

indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to a mutually agreeable location to avoid such hazardous substances. Lessee may also, at its option (but without obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case, Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, rent shall abate until Lessee's Use is restored. If Lessee's Use is not restored within 45 days, Lessee may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to Lessee's communications equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

27. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such Tax from Lessee. Except as provided in this Paragraph 27, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are

assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other Party or as required by law. If a disclosure is required by law, prior to disclosure, the disclosing Party shall notify the non-disclosing Party and cooperate with the non-disclosing Party to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. SIMILAR TERMS AND CONDITIONS. Lessor represents and warrants that the rent, benefits and terms and conditions granted to Lessee by Lessor hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by Lessor to other parties. If at any time during the Term Lessor shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then Lessor shall, within 30 days after the effective date of such offering, notify Lessee of such fact and offer Lessee the more favorable offering. If Lessee chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to Lessee. Lessee shall have the right to decline to accept the offering. Lessor's compliance with this requirement shall be subject, at Lessee's option, to independent verification.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between Lessor and Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessor agrees to execute a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signature page follows]

(Signature page to Land Lease Agreement)

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

Spring Branch ISD

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

**GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless**

By: Cellco Partnership, Its General Partner

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT "B"

PREMISES DESCRIPTION