

Market: AZ/NM
Cell Site Number: PHNXAZT609
Cell Site Name: Canyon del Oro High School
Fixed Asset Number: 10094431

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between Amphitheater Unified School District 4, No. 10 of Pima County, Arizona, having a mailing address of 701 W. Wetmore, Tucson, AZ 85705 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Option and Lease Agreement dated February 1, 2005, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 25 W. Calle Concordia, Oro Valley, Arizona in the County of Pima, State of Arizona ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to increase the size of the Premises; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord requests compensation for the facility disruption during construction of the Tenant's modifications to the Premises; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Lease of Premises.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant's needs. Upon the execution of this Amendment, Landlord leases to

Tenant the Premises as more completely described on attached Exhibit 2-A. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 2-A. Exhibit 2-A hereby replaces Exhibit 2 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by Six Hundred Twenty Seven and No/100 Dollars (\$627.00) per month, subject to further adjustments as provided in the Agreement. Upon Tenant's vacation of additional space, Rent will revert to the original rate, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Landlord.

3. **Site Disruption Compensation.** Within 45 days of the execution of the Amendment, Tenant will pay the Landlord a one-time site disruption fee of Five Thousand and No/100 Dollars (\$5,000.00).

4. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: PHNXAZT609;
 Cell Site Name: Canyon del Oro High School (AZ)
 Fixed Asset No: 10094431
 12555 Cingular Way, Suite 1300
 Alpharetta, Georgia 30004

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

 New Cingular Wireless PCS, LLC
 Attn: AT&T Legal Department
 Re: Cell Site #: PHNXAZT609;
 Cell Site Name: Canyon del Oro High School (AZ)
 Fixed Asset No: 10094431
 PO Box 97061
 Redmond, WA 98073-9761

Or, if sent via nationally recognized overnight courier:

 New Cingular Wireless PCS, LLC
 Attn: AT&T Legal Department
 Re: Cell Site #: PHNXAZT609;

Cell Site Name: Canyon del Oro High School (AZ)
Fixed Asset No: 10094431
16331 NE 72nd Way
Redmond, WA 98052-7827

Local contact address:

New Cingular Wireless PCS, LLC
Attn: AZ/NM Network Property Management
20830 N. Tatum Blvd # 400
Phoenix, AZ 85050

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Amphitheater Unified School District 4, No. 10 of Pima County, Arizona
Office of Legal Counsel
701 W. Wetmore Rd.
Tucson, AZ 85705

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

EXHIBIT 2-A

DESCRIPTION OF PREMISES

Page 1 of 4

to the First Amendment to the Option and Lease Agreement dated _____, 2012, by and between Amphitheater Unified School District 4, No. 10 of Pima County, Arizona, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

LEASE AREA LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 13 EAST, G. & S.R.M., PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 24, FROM WHICH A BRASS CAP FLUSH MARKING THE WEST QUARTER CORNER OF SAID SECTION 24 BEARS SOUTH 00°00'18" WEST 2642.66 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION 24, SOUTH 00°00'18" WEST 1458.21 FEET;

THENCE SOUTH 89°22'23" EAST 2277.78 FEET TO THE SOUTHWEST CORNER OF AN EXISTING BLOCK WALL ENCLOSURE AND THE POINT OF BEGINNING;

THENCE NORTH 00°37'37" EAST ALONG THE WEST FACE OF SAID BLOCK WALL ENCLOSURE 32.00 FEET;

THENCE CONTINUING NORTH 00°37'37" EAST 10.00 FEET;

THENCE SOUTH 89°22'23" EAST 10.00 FEET;

THENCE SOUTH 00°37'37" WEST 10.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK WALL ENCLOSURE;

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RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSORS PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A RADIO COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

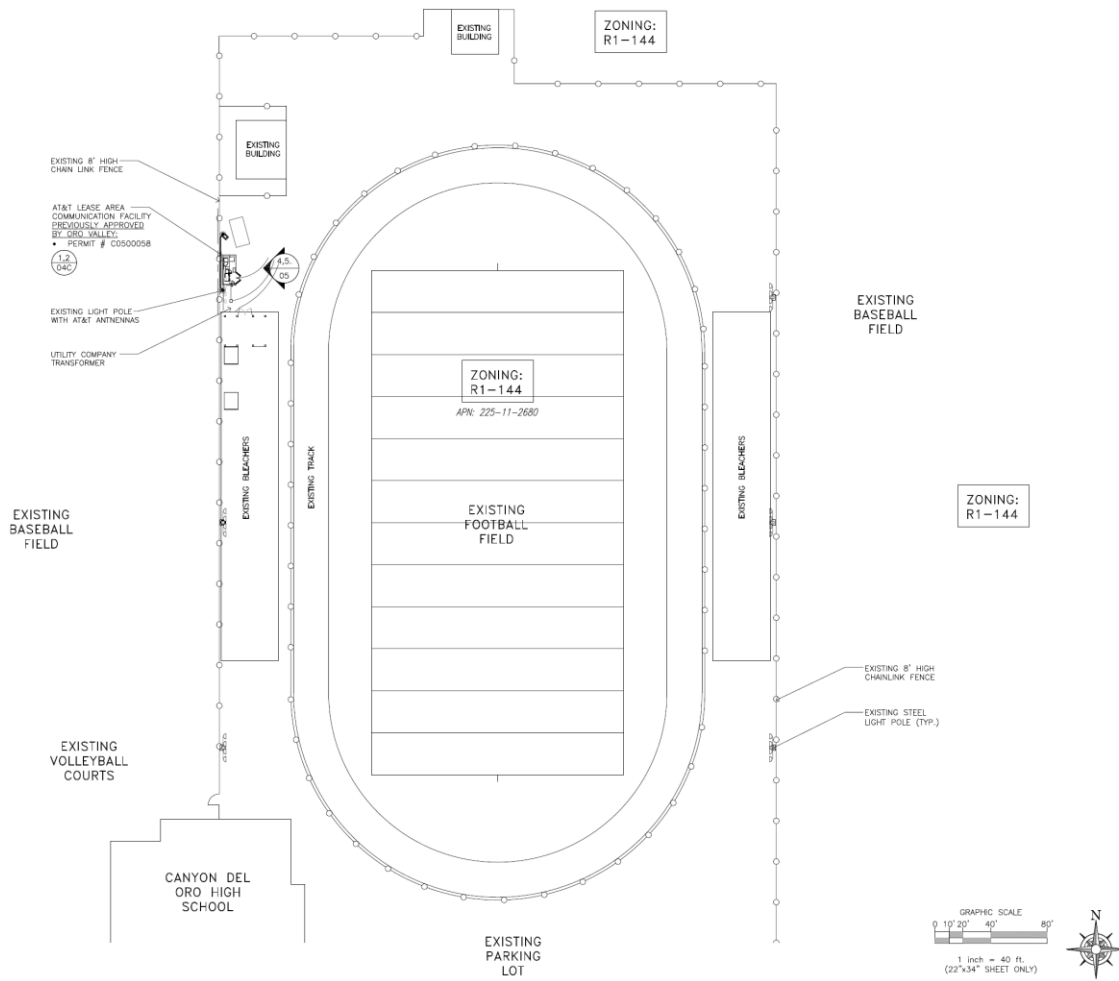
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The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

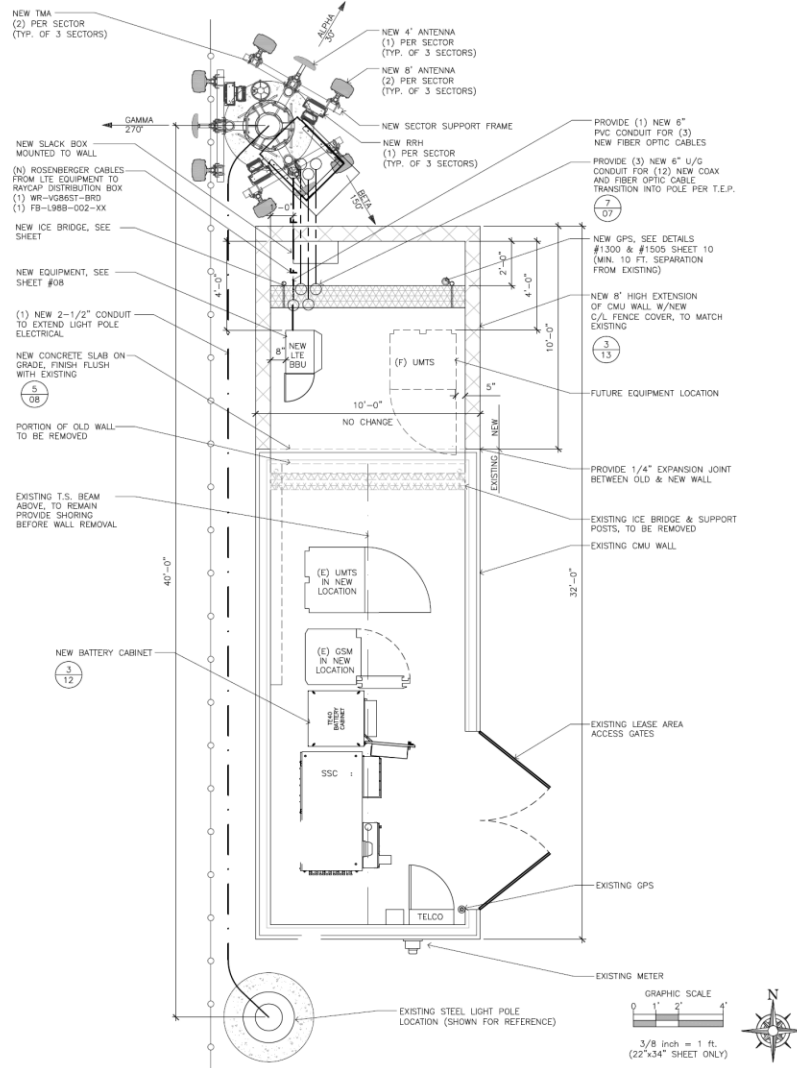
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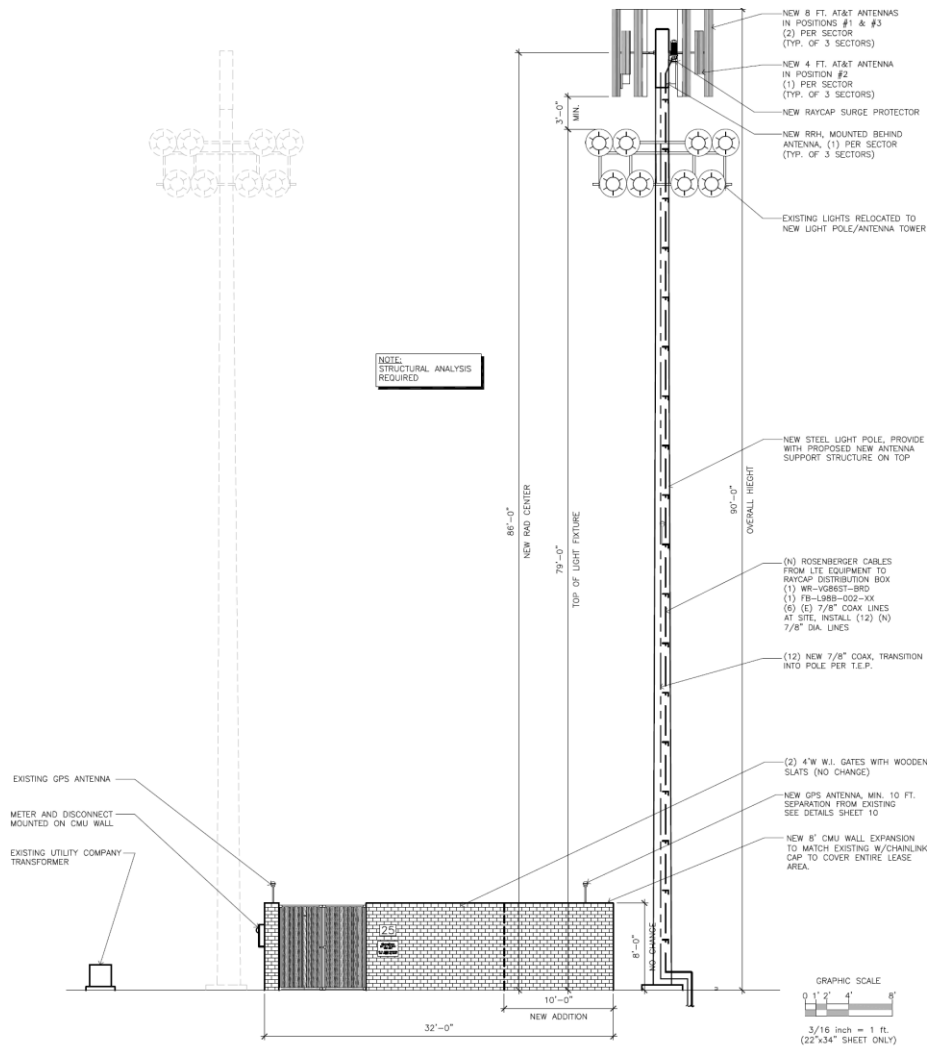
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Page 4 of 4

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A.P.N. 225-11-2680

WHEN RECORDED RETURN TO:

Richard Q. Nye
Richard Q. Nye, Ltd.
9141 E. Hidden Spur Trail, Suite 105
Scottsdale, Arizona 85255
602-424-2691

Space above this line for Recorder's Use

Prior recorded document(s) in Pima County, Arizona:
Recorded on April 5, 2005 at #12524

Cell Site No. : PHNXAZT609
Cell Site Name: Canyon del Oro High School
Fixed Asset Number: 10094431
State: Arizona
County: Pima

**FIRST AMENDMENT TO MEMORANDUM
OF
LEASE**

This First Amendment to Memorandum of Lease is entered into on this ____ day of _____, 2012, by and between Amphitheater Unified School District 4, No. 10 of Pima County, Arizona, having a mailing address of 701 W. Wetmore, Tucson, AZ 85705 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease ("**Agreement**") on the first day of February, 2005, as amended by that certain First Amendment to Option and Lease for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded April 5th, 2005 in Book 12524, page(s) 2259 - 2263, in the public records of Pima County, State of Arizona.
2. Landlord agrees to increase the size of the Premises to accommodate additional cabinets and additional antennas. Landlord leases to Tenant the Premises as more completely described on attached **Exhibit 1-A**. **Exhibit 1-A** hereby replaces **Exhibit 1** to the Agreement.

- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public

My Commission Expires:_____

EXHIBIT 1-A

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Amendment dated _____, 2012, by and between Amphitheater Unified School District 4, No. 10 of Pima County, Arizona, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

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