

Market: AZ/NM
Cell Site Number: AZTUU0609
Cell Site Name: CANYON DEL ORO HIGH SCHOOL
Fixed Asset Number: 10094431

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT 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 575 Morosgo Drive, Atlanta, GA. 30324 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated February 1, 2005, as amended by that certain First Amendment to Option and Lease agreement dated June 8, 2012 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 and Tenant desire to update the notice addresses contained in the Agreement; and

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

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. New Premises Area.** 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 additional premises described on attached Exhibit 2-B (“New Premises Area”). Landlord’s execution of this Amendment will signify Landlord’s approval of Exhibit 2-B. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
- 2. Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to, operation as may be required by applicable law) the equipment as more completely described on attached

2-B, including without limitation a concrete pad and generator thereon, and a back-up power supply. Tenant's execution of this Amendment will signify Landlord's approval of Exhibit 2-B. Tenant shall have the right to access the Premises pursuant to the terms of the Agreement. The generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify said generator at any time.

- 3. Rent.** Commencing the first day of the month following commencement of installation within the New Premises Area ("Increase Commencement Date"), Rent shall be increased by Two Hundred Fifty and No/100 Dollars (\$250.00) per month, subject to further adjustments, if any, as provided in the Agreement; provided that the first such increased payment shall not be due until sixty (60) days after such commencement date and provided further that, any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated.
- 4. Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Tenant's permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant's use of the New Premises Area under this Amendment and agrees, at Tenant's request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth under the applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant's operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.
- 5. Notices.** Section 4 of the First Amendment is hereby deleted in its entirety and replaced with the following:

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 #: AZTUU0609; Cell Site Name: Canyon Del Oro High School (AZ)
Fixed Asset #: 10094431
575 Morosgo Drive
Atlanta, GA 30324

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
AT&T Legal Department – Network Operations
Attn: Network Counsel
Re: Cell Site #: AZTUU0609; Cell Site Name: Canyon Del Oro High School (AZ)
Fixed Asset #: 10094431
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to Local Contact:

New Cingular Wireless PCS, LLC
Attn: AZ/NM Network Property Management
1355 W. University Dr.
Mesa, AZ 85201

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

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

- 6. Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
- 7. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second 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 Second Amendment. The rights granted to Tenant herein are in addition to and not intended to limit any rights

of Tenant in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

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

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

“LANDLORD”

Amphitheater Unified School District 4, No.
10 of Pima County, Arizona

By: _____

Name: _____

Title: _____

Date: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____
[name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____
[name of corporation], the corporation named in the attached instrument,
- (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: _____

“TENANT”

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)

)ss:

COUNTY OF _____)

On the ____ day of _____, 20__ before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____

My Commission Expires: _____

EXHIBIT 2-B
ADDITIONAL PREMISES AREA

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to the SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT dated _____, 20____, by and between Amphitheater Unified School District 4, No. 10 of Pima County, Arizona, as Landlord, and New Cingular Wireless PCS LLC, a Delaware liability company, as Tenant.

The Premises are described and/or depicted as follows:

LEASE AREA LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24;
THENCE NORTH 89°30'49" EAST, UPON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 24, 2276.80 FEET TO A POINT FROM WHICH THE CENTER OF SAID SECTION 24 BEARS NORTH 89°30'49" EAST 365.91 FEET;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE OF SAID SECTION 24 NORTH 00°29'11" WEST 1199.76 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°43'15" WEST 9.33 FEET;

THENCE NORTH 89°16'45" EAST 13.33 FEET;

THENCE SOUTH 00°43'15" EAST 9.33 FEET;

THENCE SOUTH 89°16'45" WEST 13.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 125 SQUARE FEET, MORE OR LESS.

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

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.

EXHIBIT 2-B

MEMORANDUM OF LEASE

A.P.N.: 225-11-2680

Return when recorded 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

Re: Cell Site #: AZTUU0609
Cell Site Name: CANYON DEL ORO HIGH SCHOOL
Fixed Asset #: 10094431
State: ARIZONA
County: PIMA

**SECOND AMENDMENT TO MEMORANDUM
OF
LEASE**

This Second Amendment to Memorandum of Lease is entered into on this ____ day of _____, 20__, 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 575 Morosgo Drive, Atlanta, GA. 30324 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Option and Lease (“**Agreement**”) on the 1st day of February, 2005, as amended by that certain First Amendment to Option and Lease Agreement on the 8th day of June, 2012, as amended by that certain Second Amendment to Option and Lease Agreement on the ____, day of _____, 20__ for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded April 5, 2005 and on June 20, 2012 in Docket 12524, page(s) 2259 in the public records of Pima County, State of Arizona.
2. Landlord agrees to increase the size of the Premises to accommodate additional equipment. Landlord leases to Tenant the additional premises area as more completely described on attached **Exhibit 1-A**.
4. This Second Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Second Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the

benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Amphitheater Unified School District 4, No. 10 of Pima County, Arizona

By: _____

Print Name: _____

Its: _____

Date: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____
[name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____
[name of corporation], the corporation named in the attached instrument,
- (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: _____

TENANT"

New Cingular Wireless PCS, LLC,

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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