

Market: AZ / NM
Cell Site Number: T609
Fixed Asset Number: 10094431

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between Amphitheater Unified School District No. 10 of Pima County, Arizona, having a mailing address at 701 W Wetmore Road, Attn: Office of Legal Counsel, Tucson, AZ 85705 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated February 1, 2005, as amended by First Amendment To Option and Lease Agreement dated June 8, 2012, as further amended by Second Amendment to Option and Lease Agreement dated July 31, 2015, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 25 West Calle Concordia, Tucson, AZ 85737 (collectively, the “**Agreement**”); and

WHEREAS, the Term of the Agreement will expire on February 28, 2030, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the Term of the Agreement; 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 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. **Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on April 1, 2025, shall expire on February 28, 2030 (“**Current Term**”), and commencing on March 1, 2030, will be automatically renewed, upon the same terms and conditions of the Agreement, for three (3) additional five (5) year terms (each an “**Extension Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Extension Term. The Term will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

2. **Modification of Rent.** Commencing on December 1, 2025, the current Rent payable under the Agreement shall be Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00) per month and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on March 1, 2030, Rent shall increase by ten percent (10%) and at the beginning of each Extension Term, as applicable.

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, 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.

5. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Section 5 of Second Amendment of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

a) To Tenant’s Lease Administration Department at NoticeIntake@att.com; and

- b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: T609; Cell Site Name: Canyon Del Oro High School (AZ)
Fixed Asset #: 10094431
208 Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

- a) To Landlord at janderson@amphi.com; and
- b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Amphitheater Unified School District No. 10 of Pima County, Arizona
701 W Wetmore Road
Attn: Office of Legal Counsel
Tucson, AZ 85705

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Landlord at:

Amphitheater Unified School District No. 10 of Pima County, Arizona
701 W Wetmore Road
Attn: Operational Support Department
Tucson, AZ 85705

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

7. Right of First Refusal. Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the

Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 7, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Section 7. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 7 with respect to any future proposed conveyances as described herein.

8. 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.

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

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

Amphitheater Unified School District No. 10 of Pima County, Arizona,
N/A

By: [NOT FOR EXECUTION]

Print Name: _____

Its: _____

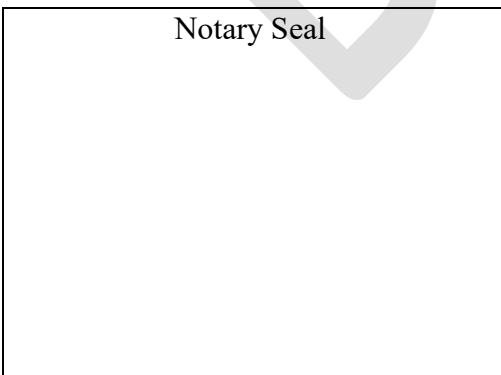
Date: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **Amphitheater Unified School District No. 10 of Pima County, Arizona, N/A**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

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Notary Public in and for the State of

My appointment expires: _____