

Upon Recording, Return to:

McGuireWoods LLP
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Site: TUC Nighthawks

[Space above this line for Recorder's Use]

STATE OF ARIZONA)
)
COUNTY OF PIMA)
)
APN: 224-21-0010)

D.T.T. = \$0.00; lease less than 35 years
No prior recordings

MEMORANDUM OF LAND AND BUILDING AND ROOFTOP LEASE AGREEMENT

This Memorandum of Land and Building and Rooftop Lease Agreement is made as of the date of last execution below ("Memorandum"), between Amphitheater Public School District, with its principal offices located at 1001 West Roger Road, Tucson, Arizona 85705, hereinafter referred to as "Lessor," and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, MailStop 4AW100, Basking Ridge, New Jersey 07920, hereinafter collectively referred to as "Lessee." Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. Lessor and Lessee are parties to that certain Land and Building and Rooftop Lease Agreement dated the last date of execution thereof ("Agreement"), with respect to that certain property located at 2475 West Naranja Drive, City of Oro Valley, County of Pima, State of Arizona(the "Property") and legally described on Exhibit "A" attached hereto. Lessor leases to Lessee a portion of the Property for an initial term of five (5) years, commencing on the date provided in the Agreement. The term of the Agreement will automatically extend for four (4) additional terms of five (5) years each, unless Lessee notifies Lessor in writing at least six (6) months prior to the expiration of the initial term or then-current extension term of Lessee's intention to not renew the Agreement. The guaranteed term is less than 35 years.
2. Lessor leases to Lessee certain ground space and rooftop space on the building ("Building") at the Property, together with the non-exclusive right for ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of communications equipment; the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes over, under and along the Property. The "Premises" are shown on Exhibit "B" attached to the Agreement.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is defined in the Agreement.

4. LESSEE has the right of first refusal to meet to purchase the Property (or an interest therein) instrument during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the date last written below.

LESSOR:

Amphitheater Public School District

By: _____

Name: Michelle H. Tong

Title: Associate to the Superintendent and
General Counsel

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC, d/b/a Verizon
Wireless

By: _____

Name: Gary Bailey

Title: Director-Network Field Engineering

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF ARIZONA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On _____, before me, _____, Notary Public,
personally appeared Gary Bailey, who proved to me on the basis of satisfactory evidence to be
the person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

The North half of the Northwest quarter of Section 9, Township 12 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the North 75 feet thereof; and

FURTHER EXCEPT the West 75 feet thereof; and

EXCEPT all the coal and other minerals as reserved to the United States in the Patent recorded in Book 196 of Deeds, Page 55

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