

Cell Site No. SBL046
Cell Site Name: PASO ROBLES HIGH SCHOOL
Fixed Asset No. 10145607
Market: Los Angeles
Address: 800 Niblick Road, Paso Robles, CA 93446

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT ("**First Amendment**") dated as of the later date below is by and between Paso Robles Joint Union School District, having a mailing address of 801 Niblick Road, Paso Robles, CA 93446 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

WHEREAS, Landlord and Tenant entered into a Land Lease Agreement dated July 27, 2011 ("**Agreement**"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 800 Niblick Road, Paso Robles, CA 93446; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

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

WHEREAS, Landlord and Tenant, in their mutual interest, further 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. **Extension of Term.** The Term of the Agreement shall be extended to provide that the Agreement has a new extension term of five (5) years ("**New Extension Term**") commencing on October 1, 2020. As of the commencement of the New Extension Term, the existing Term and any extensions thereof, as applicable, shall be void and of no further force or consequence. The Agreement will automatically renew, commencing on the expiration of the New Extension Term, for up to four (4) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, 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 New Extension Term or the then current Additional Extension Term. The New Extension Term and the Additional Extension Term are collectively referred to as the Term ("**Term**"). Landlord agrees and acknowledges that except that 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 New Extension Term.

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2. **Rent.** Commencing on October 1, 2020, the Rent payable under the Agreement shall be Two Thousand and No/100 Dollars (\$2,000.00) per month and shall continue during the Term, subject to adjustment as provided herein.

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a sixty (60) month period commencing October 1, 2020 and ending September 30, 2025 ("**Rent Guarantee Period**"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, other than the Landlord's right to terminate the Agreement due to the default of Tenant under the terms of the Agreement beyond any applicable grace period, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property which results in a termination of the Agreement; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement, or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

4. **Future Rent Increase.** The Agreement is amended to provide that commencing on October 1, 2025, Rent shall increase by seven percent (7%) and at the beginning of each Extension Term thereafter, as applicable.

5. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First 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.** Tenant's notice addresses are hereby revised as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No. SBL046; Cell Site Name: PASO ROBLES HIGH SCHOOL (CA)
Fixed Asset No. 10145607
1025 Lenox Park Boulevard NE
3rd Floor
Atlanta, GA 30319

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Market: Los Angeles
Address: 800 Niblick Road, Paso Robles, CA 93446

With a required copy of the notice sent to either of the addresses above to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department- Network Counsel
Re: Cell Site No. SBL046; Cell Site Name: PASO ROBLES HIGH SCHOOL (CA)
Fixed Asset No. 10145607
208 South Akard Street
Dallas, Texas, 75202-4206

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First 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 First Amendment.

8. **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]

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LANDLORD:

Paso Robles Joint Union School District

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

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Fixed Asset No. 10145607
Market: Los Angeles
Address: 800 Niblick Road, Paso Robles, CA 93446

DRAFT

Recording Requested By
& When Recorded Return To:

Black Dot Wireless
27271 Las Ramblas - Suite 300
Mission Viejo, CA 92691

APN: 009-611-045

(Space Above This Line For Recorder's Use Only)

Re: Cell Site No. SBL046
Cell Site Name: PASO ROBLES HIGH SCHOOL
Fixed Asset No. 10145607
State: California
County: San Luis Obispo

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between Paso Robles Joint Union School District, having a mailing address of 801 Niblick Road, Paso Robles, CA 93446 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement dated July 27, 2011, as amended by that certain First Amendment to Land Lease Agreement dated _____, 20__ (hereinafter, collectively referred to as the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located at 800 Niblick Road, Paso Robles, CA 93446. All of the foregoing are set forth in the Agreement.
2. The Agreement Term initially commenced July 27, 2011 and the parties agree to further extend the Agreement for a new initial lease term of five (5) years commencing on October 1, 2020, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This 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 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.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

LANDLORD:

Paso Robles Joint Union School District

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 4

to the Memorandum of Lease dated _____, 20__, by and between Paso Robles Joint Union School District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are a portion of the Property located at 800 Niblick Road, Paso Robles, CA 93446 and legally described and/or depicted as follows:

[SEE FOLLOWING THREE PAGES]

Property Legal Description:

All that certain real property situated in the County of San Luis Obispo, State of California, described as follows:

Parcel 1:

That portion of Lot 14 of Olive Park Tract, in the County of San Luis Obispo, State of California, as per map recorded November 15, 1893, in Book A, Page 32 of Maps, in the office of the County Recorder of said county, bounded as follows: Beginning at a point on the Southerly boundary line of said Lot 14, distant thereon 505.56 feet Westerly from the Southeast corner of said Lot 14, and running from said point of beginning Westerly along said Southerly boundary line of said Lot 505.56 feet to a point that bears South from the Northwest corner of said Lot; thence North in a direct line, 900 feet to a point; thence Easterly and parallel to the Southerly line of said lot 505.56 feet to a point; thence South 900 feet to the point of beginning.

Excepting therefrom that portion in the deed to the City of El Paso de Robles, a Municipal Corporation, recorded October 12, 2004, Instrument No. 2004089919, Official Records.

Parcel 2:

That portion of Lot 14 of Olive Park Tract, in the County of San Luis Obispo, State of California, as per map recorded November 15, 1893, in Book A, Page 32 of Maps, in the office of the County Recorder of said county, described as follows:

Beginning at the Southeasterly corner of said Lot 14; thence Westerly along the Southerly line of said Lot, a distance of 1011.12 feet to a line that bears South from the Northwesterly corner of said Lot; thence along said last mentioned line, North 900 feet to the true point of beginning; thence Easterly parallel with said Southerly line 505.56 feet thence parallel with the Easterly line of said Lot, North to the Northerly line of said Lot; thence along said Northerly line West 505.56 feet to the Northwesterly corner of said Lot; thence South to the true point of beginning.

Parcel 3:

That portion of Lots 15 and 16 of Olive Park Tract, in the County of San Luis Obispo, State of California, as per map recorded November 15, 1893, in Book A, Page 32 of Maps, in the office of the County Recorder of said county, included within the boundaries of Lot 29 of the Rancho Santa Ysabel, according to the map thereof recorded January 25, 1887, in Book A, Page 29 of Maps, in the office of the County Recorder of said county, described as follows:

Property Legal Description (continued):

Beginning at the Southwesterly corner of said Lot 15, the same being the Southwest corner of said Lot 29 of the Rancho Santa Ysabel; thence Northerly along the Westerly line of said Lot 15 a distance of 500 feet; thence leaving said line, Easterly a distance of 433 ½ feet to a point which is a distance of 643 ½ feet North from a point located on the South line of said Lot a distance of 486 feet Easterly from the point of beginning; thence in an Easterly direction to a point on the Easterly line of said Lot 29 of the Rancho Santa Ysabel, which is 718 feet Northerly from the Southeast corner of said Lot 29; thence Southerly along said Easterly line 718 feet to the Southeast corner of said Lot 29; thence Westerly along the Southerly line of said Lots 29 and 15 to the point of beginning.

Excepting therefrom that portion of said land lying Easterly of the following described line:

Beginning at a point on the Southerly line of said Lot 15, that is distant along said Southerly line, East 505.56 feet from the Southwesterly corner of said Lot 15; thence parallel with the Easterly line of said Lot 15, North to the Northerly line of said Lot.

Parcel 4:

Those portions of Lots 14 and 15 of Olive Park Tract, in the County of San Luis Obispo, State of California, as per map recorded November 15, 1893, in Book A, Page 32 of Maps, in the office of the County Recorder of said county, described as follows:

Beginning at the Southeasterly corner of said Lot 14; thence Westerly along the Southerly line of said Lot 14, a distance of 1011.12 feet to a line that bears South from the Northwesterly corner of said Lot 14; thence along said last mentioned line, North 900 feet; thence Easterly parallel with the Southerly line of said Lot 14, a distance of 505.56 feet to the true point of beginning; thence parallel with the Easterly lines of said Lots 14 and 15, North to the Northerly line of the land first described in deed to A.P. Borkey, et ux, recorded May 4, 1951, in Book 608, Page 217, Official Records; thence Easterly along the Northerly line of said land of Borkey, to the Easterly line of said Lot 15; thence along the Easterly lines of said Lots 15 and 14, South to a point that is distance North 900 feet from the Southeasterly corner of said Lot 14; thence Westerly to the true point of beginning.

Parcel 5:

That portion of Lot 14 of Olive Park Tract, in the County of San Luis Obispo, State of California, as per map recorded November 15, 1893, in Book A, Page 32 of Maps, in the office of the County Recorder of said county, described as follows:

Property Legal Description (continued):

Beginning at the Southeasterly corner of said Lot 14; thence Westerly along the Southerly line of said Lot, a distance of 1011.12 feet to a line bearing South from the Northwesterly corner of said Lot; thence along said last mentioned line, North 900 feet; thence Easterly parallel with the Southerly line of said Lot, a distance of 505.56 feet to the true point of beginning; thence South 900 feet to a point on the Southerly line of said Lot, that is distant Westerly along said Southerly line, 505.56 feet from the Southeasterly corner of said Lot 14; thence Easterly along said Southerly line 505.56 feet to the Southeasterly corner of said Lot; thence along the Easterly line of said Lot, North 900 feet; thence Westerly 505.56 feet to the true point of beginning.

Assessor's Parcel Number: 009-611-045