

GTE LEASE
(AT & T)

ROOFTOP AND INTERIOR SPACE LEASE AGREEMENT

This Rooftop and Interior Space Lease Agreement ("Agreement") is made and entered into as of August 15, 1996, between Lessor and Lessee.

A. Lessor is the owner of certain real property located in the County of San Diego, State of California, described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property") upon which is constructed an office building (the "Building").

B. Lessee desires to lease interior building space (the "Interior Space") and rooftop space ("Antenna Site") in the Building for an antenna system (collectively, the "Premises"), as well as rights of way for ingress and egress and utilities thereto. The Premises are depicted in Exhibit "B" attached hereto and made a part hereof by this reference.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1.

BASIC TERMS

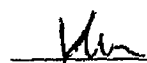
In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

- (a) Building: the building located at 4045 Bonita Road, Bonita, California 91902, in which the Premises are located.
- (b) Effective Date: The date upon which this Agreement has been executed by both Lessee and Lessor.
- (c) Lessor: Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974.
- (d) Lessor's Address: 4045 Bonita Road, Suite 212, Bonita, California 91902

Telephone: (619) 479-4242

- (e) Lessor's Rent Payee: Leona T. Wulff
Address: 4045 Bonita Road, Suite 212, Bonita, California 91902-1336
Tax ID # 95-2255090
Telephone: (619) 479-4242


Lessor


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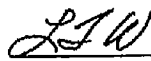
SITE NAME Bonita SITE NUMBER CA 1124

- (f) Lessee: GTE Mobilnet of San Diego Incorporated, a Delaware corporation
- (g) Lessee's Address: 6925 Lusk Blvd.
San Diego, CA 92121-5799
Attention: Real Estate Manager
Telephone: (619) 453-3388
- (h) Commencement Date: The earlier of: (i) the date Lessor receives all permits and approvals from local, state and federal authorities to operate the Premises as a cellular communications facility and (ii) October 1, 1996.
- (i) Expiration Date: the date preceding the 5th anniversary of the Commencement Date, or as extended pursuant to Section 2.04.
- (j) Lease Term: Five Years
- (k) Rent: Six Hundred Ninety-five and 00/100 Dollars (\$695.00) per month.
- (l) Security Deposit: Six Hundred Ninety-five and 00/100 (\$695.00) payable to Lessor at the time Lessee executes this Agreement.
- (l) Renewal Terms: One (1) consecutive period of five (5) years each, beginning on the day after the Expiration Date.

ARTICLE 2.

TERM; ENTRY; RENT; USE

2.01 Lease Term; Delivery of Premises, Ingress and Egress and Utilities. The term of this Lease ("Term") shall begin on the Commencement Date and shall expire on the Expiration Date. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, and for the installation and maintenance of utility wires, cables, conduits, and pipes to the Premises through Lessor's Property from the nearest public right-of-way ("Access Easement"). Such easement for ingress and egress shall be over existing roads, parking lots Lessor agrees to execute without delay any easement documents as


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may be required by Lessee or any utility company in connection with Lessee's use of the Premises ("Utility Easement"). Lessee may have an electrical current meter installed in the Premises. Lessee shall have the right to run underground or overhead utility lines directly or in such a manner as may be reasonably necessary from the utility source to the communications equipment. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by the Lessee. Lessee and any utility company providing services to Lessee shall have access to all portions of the Premises, the Lessor's Property or other adjacent or adjoining land of Lessor as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Lessor's normal use of the Lessor's Property or such adjoining or adjacent land.

2.02 Right of Entry. From the Effective Date until the Commencement Date, Lessor shall permit Lessee free access to the Property and the Premises, at Lessee's cost, to conduct surveys, feasibility and final configuration assessments, environmental assessments, and other inspections of the Property and Premises, at Lessee's cost, as Lessee may deem necessary. If Lessee obtains a survey of the Premises and/or Property, the legal description that may be derived from the survey will be inserted as appropriate on Exhibits "A" and "B" and will control in the event of any inconsistency between it and Exhibits "A" and "B".

2.03 Rent. Each month during the Lease term, Lessee shall pay the Rent to the name and address specified as Lessor's Rent Payee.

(a) Rental Adjustment. The initial monthly rent ("Rent") of Six Hundred Ninety-five and 00/100 Dollars (\$695.00) shall be subject to adjustment on the first anniversary of the Commencement Date and each year thereafter ("Adjustment Date") as follows: the base for computing the adjustment shall be the Consumer Price Index Los Angeles-Anaheim-Riverside, All Urban Consumers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Commencement Date of the Term ("Beginning Index"). Two (2) months prior to the Adjustment Date, Lessor shall determine the adjustment and notify Lessee. The Index published most immediately preceding the two (2) months prior to the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Base Index, the minimum monthly Rent for the following year (until the next Rent adjustment) shall be set by multiplying the Rent set forth above by a fraction, the numerator of which is the Adjustment Index, and the denominator of which is the Base Index. In no case shall the monthly Rent for a given year be increased more than five percent (5%) above the monthly Rent for the preceding year and in no case shall the monthly Rent for a given year be less than the monthly Rent in the preceding year.


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2.04 Right to Extend. Lessee shall have the right to extend the Term of this Lease for the Renewal Terms as defined in Article 1 (l) and, at the end of the first Renewal Term, upon the written consent of the Co-Trustee, Lessor may extend the Term of this Lease for a second Renewal Term of five (5) years. Lessor agrees to provide Lessee with evidence of Co-Trustee's written consent prior to extending the Lease for the second Renewal Term.

Notice of the exercise of the right to extend the Term shall be given by Lessee to Lessor at least six (6) months before the end of the Term or Renewal Term, as applicable.

Notwithstanding the foregoing, the Lease may be terminated during any of the one-year renewal periods by either party giving notice to the other at least 60 days before the end of such period.

2.05 Renewal Rental. The initial monthly Rent, as it may have been adjusted pursuant to Paragraph 2.03, shall be subject to adjustment on the first day of the first Renewal Term and each year thereafter ("Adjustment Date") as follows: the base for computing the adjustment shall be the Consumer Price Index Los Angeles-Anaheim-Riverside, All Urban Consumers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Commencement Date of the Term ("Beginning Index"). Two (2) months prior to the Adjustment Date, Lessor shall determine the adjustment and notify Lessee. The Index published most immediately preceding the two (2) months prior to the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Base Index, the minimum monthly Rent for the following year (until the next Rent adjustment) shall be set by multiplying the Rent set forth above by a fraction, the numerator of which is the Adjustment Index, and the denominator of which is the Base Index. In no case shall the monthly Rent for a given year be increased more than five percent (5%) above the monthly Rent for the preceding year and in no case shall the monthly Rent for a given year be less than the monthly Rent in the preceding year.

2.06 Lessee's Use. Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto (the "Facility"). The Facility shall consist of the Antenna Site which shall contain a roof mounted antenna system and Interior Space, including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas, including, but not limited to, installation of flexible coaxial transmission lines between antenna and telecommunications equipment. Lessee's use may include, without


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limitation, radio transmission and computer equipment, batteries and generator equipment Lessee may modify or add additional communication equipment as reasonably required for Lessee's maintenance or operation of Lessee's Facility. All improvements shall be at Lessee's expense. Lessee shall maintain the Premises in reasonable condition.

In addition, in the event of a natural or man made disaster, in order to protect the health, welfare, and safety of the community, Lessee may erect additional telecommunications facilities and install additional equipment on a temporary basis on the Property to assure continuation of service.

2.07 Interference.

(a) Lessee's Communications Use. In its use of the Premises, Lessee will not interfere with the communications operations of Lessor or the communications operations of occupants of the Property existing at the Commencement Date. In the event of any such interference, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits communications operations being operated on the Property by Lessor, and Lessee does not correct or commence to correct such interference within 24 hours, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within 30 days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference with Lessor's equipment, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessee shall additionally have the option to terminate this Agreement. In the event Lessor or Lessee wish to modify their respective communications operations, they agree to do so in such a manner as to not interfere with the current communications operations of the other. Lessee and Lessor agree to reasonably cooperate with each other to modify their respective communications operations in the event it is determined that interference may develop as a result of a proposed change by either; provided, however, the party who is requesting the change shall bear the other party's costs and expenses of modification, if any.

(b) Lessor's Lease to Others for Communications Use. If Lessor wishes to permit the use of Lessor's Property by another communication provider for the erection, operation and maintenance of a transmission facility (including an antenna structure) Lessor must meet the following requirements:

(1) Lessor shall require each communication provider at the Property to adhere to the same technical standards so that there is no electrical interference and to locate its antennas and equipment so that there is no physical interference with Lessee's


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communications use.

(2) Lessor shall provide not less than sixty (60) days' prior notice to Lessee of the erection of such facility, together with facility specifications for Lessee's approval;

(3) The antenna structure shall be erected a distance of not less than twenty (20) feet vertically and horizontally from Lessee's antenna structure;

(4) The erection, maintenance and operation of such transmission facility shall not result in any impairment or diminution in the quality of the communication service rendered by Lessee to or from the Property; and

(5) No changes shall be made to the antenna structure by such other provider without Lessee's prior written consent which consent shall not be unreasonably withheld.

If Lessee deems, in its sole discretion, that the provisions of this Section have been violated by Lessor or any other provider, Lessee shall provide Lessor with notice of such violation. If such violation is not cured or mitigated (at no expense to Lessee) within twenty-four (24) hours of receipt of such notice, Lessor shall cause such other provider to immediately cease use of its radio system, or portion thereof causing such interference, until such time as the interference is cured. If such interference is not eliminated, Lessee shall have the right to terminate this Agreement or seek injunctive relief enjoining such interfering use generated by any other occupant of the Property and to obtain any other remedy permitted Lessee by law. Lessor shall require that any agreement with such other provider shall include a provision requiring compliance by such other provider with the provisions of this Section.

2.08 Termination. This Agreement may be terminated, without any penalty or further liability, on twelve (12) months' written notice by Lessee as follows: (a) if Lessee is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Facility or Lessee's business; or (b) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Facility or for the communications system to which the Facility belongs.

No later than sixty (60) days after the termination of this Agreement, by expiration of the term or otherwise, Lessee will remove its personal property and fixtures and restore the Premises to their condition on the Effective Date, reasonable wear and tear and casualty loss excepted. If time for removal causes Lessee to remain on the Premises after

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Lessor

[Signature]
Lessee

SITE NAME Bonita SITE NUMBER CA 1124

termination of this Agreement, Lessee shall pay Rent at the then existing monthly rate, until such time as the removal of the personal property and fixtures is completed.

ARTICLE 3.

INSURANCE; DAMAGE

3.01 Lessee's Insurance. At all times during the Term, Lessee, at its own expense shall maintain:

(a) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence;

(b) insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Lessee's personal property located in the Premises in an amount not less than their full replacement value;

(c) worker's compensation insurance insuring against and satisfying Lessee's obligations and liabilities under the worker's compensation law of the state in which the Premises are located; and

(d) if Lessee operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$500,000 combined bodily injury and property damage.

Each such policy shall list Lessor as an additional insured, and shall provide that it will not be terminated or substantially amended during the Term to affect the coverage required except after thirty (30) days prior notice thereof to Lessor.

Lessee shall have the right to fulfill its insurance obligations under this Section pursuant to self insurance, provided that Lessee shall have satisfied all requirements of any applicable law, regulation or direction relating to self insurance. If Lessee elects self insurance, Lessee shall provide Lessor with a letter of self insurance at any time within thirty (30) days after Lessor's request therefor.

3.02 Insurance Certificate. Lessee shall, within thirty (30) days following Lessee's occupancy and annually thereafter within twenty (20) days following renewal of each such policy, furnish to Lessor certificates of insurance listing Lessor as an additional insured.


Lessor


Lessee

3.03 Lessor's Insurance. At all times during the Term of this Agreement, Lessor will carry and maintain fire and extended coverage insurance covering the Building, Lessor's equipment and common area furnishings in amounts not less than their full replacement cost. Lessor shall also carry commercial general liability insurance on the Property, including any common area, in amounts reasonably determined by Lessor.

3.04 Waiver of Subrogation. Lessor and Lessee, from time to time, will cause their respective insurers to issue waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Building or the Premises or the contents of either. If such waiver of subrogation endorsements are issued and during the time such waivers are effective, Lessor and Lessee each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this Section or any other property insurance actually carried by such party.

3.05 Damage. If the Premises or a portion of the Building necessary for Lessee's occupancy is damaged during the term of this Lease by any casualty which is insured under standard fire and extended coverage insurance policies, Lessor will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction. The Rent or Renewal Rent, as applicable, will be abated proportionately during any period in which there is substantial interference with the operation of Lessee's business. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than 30 days to repair, then either Lessor or Lessee may terminate this Lease.

3.06 Eminent Domain. In the event that all of the Premises or all of the Property is taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public use, this Agreement shall terminate and Lessee shall have the right to assert a claim for the portion of the award attributable to Lessee's interest in the Premises. In the event a part of the Premises or Property is taken by eminent domain, this Agreement shall remain unaffected unless, in Lessee's sole judgment reasonably exercised, the taking materially impacts the use and occupancy of the Premises, including rights of ingress and egress. If only a portion of the Premises is taken by eminent domain, and Lessee does not elect to terminate this Agreement under this provision, then rental payments provided under this Agreement shall be reduced proportionally as to the portion taken which is not then usable by Lessee and this Agreement shall continue. If Lessee elects to terminate this Agreement, then this Agreement shall terminate as of the date specified in Lessee's notice.

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3.07 Liability and Indemnity. Lessee agrees to indemnify and save the Lessor harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission of Lessee or Lessee's agents, employees or contractors, occurring during the Initial Term or any Renewal Term, in, on or about the Premises, the Access Easement or the Utility Easement, unless such claims are caused by, or are the result of, the intentional misconduct or negligence of Lessor or any of Lessor's agents, employees, contractors or invitees. Lessor in turn agrees to indemnify and save Lessee harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission of Lessor or Lessor's agents, employees, contractors or invitees, occurring during the Initial Term or any Renewal Term, in, on or about the Premises, the Access Easement or the Utility Easement, unless such claims are caused by, or are the result of, the intentional misconduct or negligence of Lessee or any of Lessee's agents, employees or contractors. The provisions of this Paragraph 3.07 shall survive the termination or expiration of this Lease and the surrender of the Premises by Lessee.

ARTICLE 4.

**COMPLIANCE WITH LAWS;
ENVIRONMENTAL MATTERS; DEFAULTS**

4.01 Lessor Compliance. Lessor represents and warrants that, as of the date of this Lease, the Premises and the Property comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental and quasi-governmental authorities having jurisdiction over the Property (collectively, "Laws"), including, without limitation, the Americans with Disabilities Act of 1990. At its sole cost and expense, Lessor will promptly comply with all Laws (including, without limitation, the Americans with Disabilities Act of 1990), except to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises. If any modifications are required to be made to the Property after the date hereof as a result of any Laws, Lessee shall have no liability for any costs therefor, whether as a pass-through of operating expenses or otherwise.

4.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises.

4.03 Environmental Matters.

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Lessor

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Lessee

SITE NAME Bonita SITE NUMBER CA 1124

(a) Lessor hereby makes the following representations and warranties to Lessee, for the benefit of Lessee:

(1) Lessor has obtained all permits, licenses and other authorizations, if any, which are required under Environmental Laws, as defined below, and Lessor is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, notifications, schedules and timetables contained in the Environmental Laws;

(2) Lessor is not aware of, and has not received notice of, the disposal or release or presence of Hazardous Substances, as defined below, on the Premises, the Access Easement, the Utility Easement, or any property owned by Lessor that is adjoining or adjacent to the Premises, the Access Easement, or the Utility Easement, or of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance on the part of Lessor in any material respect with any Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, lien, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance;

(3) The Premises, the Access Easement, the Utility Easement and all property owned by Lessor that is adjoining or adjacent to the Premises, the Access Easement or the Utility Easement are free from Hazardous Substances; and

(4) There is not pending, to the best of Lessor's knowledge, threatened against Lessor, and Lessor knows of no facts or circumstances that might give rise to, any civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, environmental lien, investigation, or proceeding relating in any way to Environmental Laws.

As used herein the following terms shall have the following meanings:

"Environmental Laws" shall mean all federal, state, and local laws relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment (including

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without limitation ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances and any all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

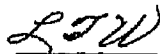
"Hazardous Substances" shall mean pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PCBs, petroleum products (including crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas) or any other substance defined as a "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "hazardous material," "hazardous chemical," "hazardous waste," regulated substance," "toxic chemical," "toxic substance," or other similar term in any Environmental Law.

If during the Initial Term or any Renewal Term it is determined that the Premises, the Access Easement, the Utility Easement or Lessor's Property in which the Premises, the Access Easement or the Utility Easement form a part is contaminated with Hazardous Substances, Lessee shall have the right, in addition to other rights and remedies, to terminate this Lease upon thirty (30) days written notice to Lessor.

4.04 Default.

(a) Lessee and Lessor Default. Except where otherwise provided, Lessee shall not be in default under this Agreement for the failure to perform obligations under this Agreement for the payment of money until fifteen (15) days after receipt of written notice from Lessor specifying the payment due, and neither Lessor nor Lessee shall be in default under this Agreement for failure to perform any other obligation under this Agreement until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Agreement if such defaulting party commences to cure such default within said thirty (30) day period, and thereafter diligently pursues such cure to completion.

(b) Cure Rights. If Lessor breaches any material covenant, agreement or promise contained in this Agreement or any mortgage or deed of trust superior to Lessee's estate under this Agreement, then Lessee may enforce any and all of its rights and/or remedies in this Agreement or allowed by law, and it may although it shall not be obligated to do so, cure Lessor's breach and/or perform Lessor's obligations) (on Lessor's behalf and at Lessor's


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expense) and deduct from its rent or require Lessor to reimburse all reasonable costs and expenses incurred by Lessee in connection with the cure and/or performance.

ARTICLE 5.

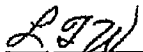
MISCELLANEOUS

5.01 Utilities and Taxes. Lessee will be responsible for all utilities required by its use of the Premises. Lessee will pay its proportionate share of utilities furnished by Lessor, or will arrange to have its utilities separately metered.

Lessee will pay any increase in real estate taxes caused by the improvements constructed thereon by Lessee. In the event that the real estate tax assessment on Lessor's property reflects Lessee's improvements, Lessor agrees to provide to Lessee in a timely manner a copy of the assessment. Lessee may contest, at its expense, any assessment imposed on the Premises or Lessee's activities.

5.02 Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that (a) Lessor has full right, power, and authority to execute this Agreement, and will provide Lessee with evidence of such authority; (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Effective Date; (c) there are no encumbrances, liens or impediments of title or clouds upon the title of the Premises which would interfere with Lessee's intended use of the Premises generally or with the construction, maintenance or operation of Lessee's communications facility; (d) there is direct legal ingress and egress to the Premises for Lessee's use of vehicles and pedestrians from a public right-of-way; and (e) there is no threatened or pending actions, litigation, claim, condemnation, or other proceedings which would affect the Premises or any part of the Premises or the Property. Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Agreement and any renewal thereof. For any encumbrance or ground lease which is a matter of public record Lessor will promptly obtain from such encumbering entity a non-disturbance agreement stating that, so long as Lessee is not in default hereunder, this Agreement will continue in full force and effect.

Lessor agrees to notify Lessee immediately if at any time during the term of this Agreement Lessor decides to subdivide, sell, or change the status of the Premises or the Property, or if Lessor learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting property in the vicinity of


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the Property of which Lessor receives actual notice.

5.03 Successor and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Lessee reserves the right to sublease or license rights to others to utilize portions of the Premises for communication purposes, including without limitation, digital pager services.

5.04 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

5.05 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of California.

5.06 Fixtures. Lessor covenants and agrees that notwithstanding any contrary provision of statutory or common law, no part of the improvements, including without limitation, radio communications equipment, transmitters, receivers, antennas, cables, generators and any equipment, supplies or materials related to the foregoing, constructed, erected or placed by Lessee on the Premises shall be deemed by Lessor to be or become affixed to or a part of the Premises, it being the specific agreement of Lessor and Lessee that all improvements of every kind and nature installed by Lessee are the property of Lessee.

5.07 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United State first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in Section 1. Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

5.08 Authority. Each of the individuals executing this Agreement on behalf of the Lessee or the Lessor represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.


Lessor


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5.09 Disputes. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

5.10 Recording. Lessor shall execute and Lessee shall be permitted to record at any time a memorandum of this Agreement in the form attached hereto as Exhibit "C". If the Lease is terminated prior to the expiration of its term, Lessee shall record an appropriate instrument to clear the memorandum from the title of the Property.

5.11 Debt Security. Lessor covenants and agrees that, without the prior consent of Lessor, at all times during the Initial Term or any Extended Term, Lessee shall have the right to mortgage or convey by deed of trust, deed to secure debt or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the leaseholder's interest of the Lessee created hereby, together with all of the Lessee's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Premises by Lessee, provided that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of the Lessor, as provided herein and Lessor is notified of such encumbrance.

5.12 Non-Disclosure. Lessor covenants not to disclose or otherwise disseminate the terms of this Lease to any third party without the prior written consent of Lessee.


Lessor


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SITE NAME Bonita SITE NUMBER CA 1124

5.13 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.

LESSOR:

Name: Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust,
dated August 14, 1974

By: Leona T. Wulff

Its: Owner-Manager

██████████

SS# or Taxpayer ID#

Date: 8-15-96

LESSEE:

Name: GTE Mobilnet of San Diego Incorporated,
a Delaware corporation

By: Kurt A. May

Its: Area President

Date: 9/9/96

LTW
Lessor

Jan
Lessee

EXHIBIT A
Legal Description of Property

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

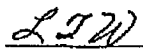
PARCEL A:

THAT PORTION OF QUARTER SECTION 73, RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER AT SAID SAN DIEGO COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF BONITA ROAD AND WILLOW STREET AS SHOWN ON SHEET 2 OF 7 OF RECORD OF SURVEY NUMBER 7377, OF CHULA VISTA MUNICIPAL GOLF COURSE, RECORDED MARCH 18, 1971 IN THE RECORDER'S OFFICE OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; THENCE, ACCORDING TO SAID RECORD OF SURVEY NORTH 55°22'43" EAST, ALONG THE CENTERLINE OF BONITA ROAD 209.93 FEET; THENCE, NORTH 34°37'17" WEST, 115.10 FEET TO THE BOUNDARY LINE OF THE CHULA VISTA MUNICIPAL GOLF COURSE SHOWN ON SAID RECORD OF SURVEY; THENCE, ALONG THE BOUNDARY OF SAID GOLF COURSE THE FOLLOWING BEARINGS AND DISTANCES; NORTH 34°38'15" WEST, 35.00 FEET NORTH 55°19'15" EAST, 60.05 FEET; NORTH 34°37'25" WEST, 49.94 FEET; THENCE, NORTH 55°21'20" EAST, 59.97 FEET; THENCE, NORTH 34°38'20" WEST, 99.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING THE BOUNDARY OF SAID GOLF COURSE SOUTH 55°22'43" WEST, 59.97 FEET; THENCE SOUTH 34°38'20" EAST, 49.95 FEET TO THE POINT BEING ALSO THE NORTHWEST CORNER OF LOT DESCRIBED IN CORPORATION GRANT DEED OF RECORD INCLUDED IN DOCUMENT NUMBER 73-318049, RECORDED NOVEMBER 14, 1973 IN THE RECORDER'S OFFICE OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; THENCE, ALONG NORTHERLY BOUNDARY LINE OF SAID LOT NORTH 55°21'20" EAST, 59.97 FEET TO THE POINT BEING ALSO NORTHEAST CORNER OF LOT DESCRIBED IN SAID GRANT DEED; THENCE, ALONG THE BOUNDARY OF GOLF COURSE NORTH 34°38'20" WEST, 49.93 FEET TO THE TRUE POINT OF BEGINNING.

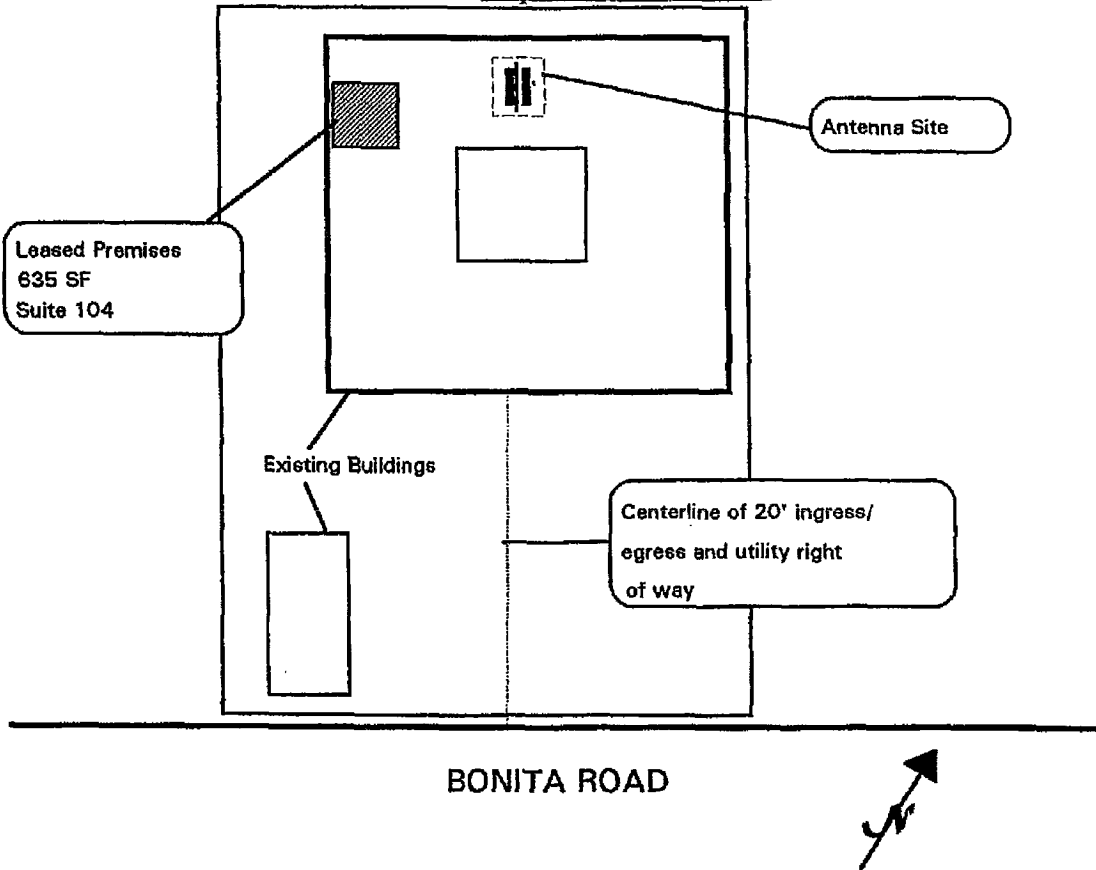
PARCEL B:

PARCEL 1 OF PARCEL MAP NO. 2301, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 29, 1974 AS FILE NO. 74-023626 OF OFFICIAL RECORDS.


Lessor


Lessee

EXHIBIT B
Depiction of Premises



4045 Bonita Road
Bonita, CA 91902

Not to Scale
Measurements Approximate

LJW
Lessor

VW
Lessee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

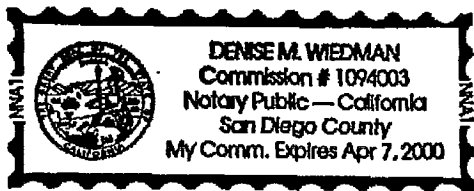
State of California

County of San Diego

On September 9, 1996 before me, Denise M. Wiedman, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kurt A. May
Name(s) of Signer(s)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Denise M. Wiedman, Notary Public
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Roof-top and Interior Space Lease Agreement

Document Date: August 15, 1996 Number of Pages: 20

Signer(s) Other Than Named Above: Leona T. Wulff

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kurt A. May

- Individual
- Corporate Officer
Title(s): Area President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

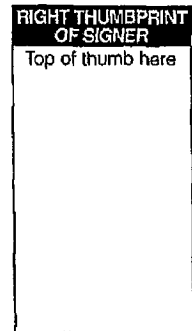


Signer Is Representing:

GTE Mobinet of San Diego, Inc.

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

1ST
Amendment

ORIGINAL

SITE NAME: BONITA SITE NUMBER: CA-1124

619

Post/R	Date	# of pages
Fax No: R7873	7/4	6
To	TOSY P. SOLATI	
Phone#	916 843 8547	
From	CHELEPIS	

LEASE AMENDMENT NO. 1

TO LEASE DATED AUGUST 15, 1996

BETWEEN

LEONA T. WULFF, CO-TRUSTEE OF THE VICTOR L. WULFF I

DATED AUGUST 14, AS LESSOR

AND

GTE MOBILNET INCORPORATED, AS LESSEE

This Lease Amendment No. 1, is dated this 30 day of October, 1996, and modifies and amends that certain Rooftop and Interior Space Lease Agreement ("Lease") entered by and between Lessor and Lessee, dated as of August 15, 1996.

A. Subsection (I) of Article 1 and Section 2.04 of the Lease provide that Lessee is granted the option to extend the Initial Term for one period of five (5) years, upon the terms and conditions provided therein. Since execution of the Lease, the consent of the co-trustee of Lessor has been obtained, giving Lessor the right to enter leases with terms in excess of ten (10) years.

B. The parties desire, pursuant to this Lease Amendment No. 1, to amend and modify Subsection (I) of Article 1 and Section 2.04 of the Lease.

C. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Subsection (I) of Article 1 of the Lease is deleted in its entirety and the following is inserted in its place:

(I) Renewal Terms: two (2) consecutive periods of five (5) years each, beginning on the day after the Expiration Date.

2. To the extent necessary to conform to the above amendment, Section 2.04 of the Lease is so amended.

3. This Amendment No. 1 shall be effective as of August 15, 1996, and any documents executed by Lessor, including the Memorandum of Lease, providing for two (2) five (5) year options to renew are hereby ratified.

SITE NAME Bonita SITE NUMBER CA 1124

2.04 Right to Extend. Lessee shall have the right to extend the Term of this Lease for the Renewal Terms as defined in Article 1 (1) and, at the end of the first Renewal Term, upon the written consent of the Co-Trustee, Lessor may extend the Term of this Lease for a second Renewal Term of five (5) years. Lessor agrees to provide Lessee with evidence of Co-Trustee's written consent prior to extending the Lease for the second Renewal Term.

Notice of the exercise of the right to extend the Term shall be given by Lessee to Lessor at least six (6) months before the end of the Term or Renewal Term, as applicable.

Notwithstanding the foregoing, the Lease may be terminated during any of the one-year renewal periods by either party giving notice to the other at least 60 days before the end of such period.

2.05 Renewal Rental. The initial monthly Rent, as it may have been adjusted pursuant to Paragraph 2.03, shall be subject to adjustment on the first day of the first Renewal Term and each year thereafter ("Adjustment Date") as follows: the base for computing the adjustment shall be the Consumer Price Index Los Angeles-Anaheim-Riverside, All Urban Consumers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Commencement Date of the Term ("Beginning Index"). Two (2) months prior to the Adjustment Date, Lessor shall determine the adjustment and notify Lessee. The Index published most immediately preceding the two (2) months prior to the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Base Index, the minimum monthly Rent for the following year (until the next Rent adjustment) shall be set by multiplying the Rent set forth above by a fraction, the numerator of which is the Adjustment Index, and the denominator of which is the Base Index. In no case shall the monthly Rent for a given year be increased more than five percent (5%) above the monthly Rent for the preceding year and in no case shall the monthly Rent for a given year be less than the monthly Rent in the preceding year.

2.06 Lessee's Use. Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto (the "Facility"). The Facility shall consist of the Antenna Site which shall contain a roof mounted antenna system and Interior Space, including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas, including, but not limited to, installation of flexible coaxial transmission lines between antenna and telecommunications equipment. Lessee's use may include, without


Lessor


Lessee

SITE NAME Bonita SITE NUMBER CA 1124

may be required by Lessee or any utility company in connection with Lessee's use of the Premises ("Utility Easement"). Lessee may have an electrical current meter installed in the Premises. Lessee shall have the right to run underground or overhead utility lines directly or in such a manner as may be reasonably necessary from the utility source to the communications equipment. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by the Lessee. Lessee and any utility company providing services to Lessee shall have access to all portions of the Premises, the Lessor's Property or other adjacent or adjoining land of Lessor as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Lessor's normal use of the Lessor's Property or such adjoining or adjacent land.

2.02 Right of Entry. From the Effective Date until the Commencement Date, Lessor shall permit Lessee free access to the Property and the Premises, at Lessee's cost, to conduct surveys, feasibility and final configuration assessments, environmental assessments, and other inspections of the Property and Premises, at Lessee's cost, as Lessee may deem necessary. If Lessee obtains a survey of the Premises and/or Property, the legal description that may be derived from the survey will be inserted as appropriate on Exhibits "A" and "B" and will control in the event of any inconsistency between it and Exhibits "A" and "B".

2.03 Rent. Each month during the Lease term, Lessee shall pay the Rent to the name and address specified as Lessor's Rent Payee.

(a) Rental Adjustment. The initial monthly rent ("Rent") of Six Hundred Ninety-five and 00/100 Dollars (\$695.00) shall be subject to adjustment on the first anniversary of the Commencement Date and each year thereafter ("Adjustment Date") as follows: the base for computing the adjustment shall be the Consumer Price Index Los Angeles-Anaheim-Riverside, All Urban Consumers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Commencement Date of the Term ("Beginning Index"). Two (2) months prior to the Adjustment Date, Lessor shall determine the adjustment and notify Lessee. The Index published most immediately preceding the two (2) months prior to the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Base Index, the minimum monthly Rent for the following year (until the next Rent adjustment) shall be set by multiplying the Rent set forth above by a fraction, the numerator of which is the Adjustment Index, and the denominator of which is the Base Index. In no case shall the monthly Rent for a given year be increased more than five percent (5%) above the monthly Rent for the preceding year and in no case shall the monthly Rent for a given year be less than the monthly Rent in the preceding year.

LFW
Lessor

Van
Lessee

SITE NAME Bonita SITE NUMBER CA 1124

- (f) Lessee: GTE Mobilnet of San Diego Incorporated, a Delaware corporation
- (g) Lessee's Address: 6925 Lusk Blvd.
San Diego, CA 92121-5799
Attention: Real Estate Manager
Telephone: (619) 453-3388
- (h) Commencement Date: The earlier of: (i) the date Lessor receives all permits and approvals from local, state and federal authorities to operate the Premises as a cellular communications facility and (ii) October 1, 1996.
- (i) Expiration Date: the date preceding the 5th anniversary of the Commencement Date, or as extended pursuant to Section 2.04.
- (j) Lease Term: Five Years
- (k) Rent: Six Hundred Ninety-five and 00/100 Dollars (\$695.00) per month.
- (l) Security Deposit: Six Hundred Ninety-five and 00/100 (\$695.00) payable to Lessor at the time Lessee executes this Agreement.
- (m) Renewal Terms: One (1) consecutive period of five (5) years each, beginning on the day after the Expiration Date.

ARTICLE 2.**TERM; ENTRY; RENT; USE**

2.01 Lease Term; Delivery of Premises, Ingress and Egress and Utilities. The term of this Lease ("Term") shall begin on the Commencement Date and shall expire on the Expiration Date. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, and for the installation and maintenance of utility wires, cables, conduits, and pipes to the Premises through Lessor's Property from the nearest public right-of-way ("Access Easement"). Such easement for ingress and egress shall be over existing roads, parking lots Lessor agrees to execute without delay any easement documents as


Lessor


Lessee

ORIGINAL**ROOFTOP AND INTERIOR SPACE LEASE AGREEMENT**

This Rooftop and Interior Space Lease Agreement ("Agreement") is made and entered into as of August 15, 1996, between Lessor and Lessee.

A. Lessor is the owner of certain real property located in the County of San Diego, State of California, described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property") upon which is constructed an office building (the "Building").

B. Lessee desires to lease interior building space (the "Interior Space") and rooftop space ("Antenna Site") in the Building for an antenna system (collectively, the "Premises"), as well as rights of way for ingress and egress and utilities thereto. The Premises are depicted in Exhibit "B" attached hereto and made a part hereof by this reference.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1.**BASIC TERMS**

In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

- (a) **Building:** the building located at 4045 Bonita Road, Bonita, California 91902, in which the Premises are located.
- (b) **Effective Date:** The date upon which this Agreement has been executed by both Lessee and Lessor.
- (c) **Lessor:** Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974.
- (d) **Lessor's Address:** 4045 Bonita Road, Suite 212, Bonita, California 91902
Telephone: (619) 479-4242
- (e) **Lessor's Rent Payee:** Leona T. Wulff
Address: 4045 Bonita Road, Suite 212, Bonita, California 91902-1336
Tax ID # 95-2255090
Telephone: (619) 479-4242

LTW
Lessor

[Signature]
Lessee

4. Except as hereinabove provided, the Lease shall remain unmodified and of full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment No. 1 as of the date first written above.

LESSOR:

Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust dated August 14, 1974.

By Leona T. Wulff

Wells Fargo Bank, ^{NA} a successor Co-Trustee of the Victor L. Wulff Family Trust dated August 14, 1974.

By Jaquelyn Powers Esq. Bull Gordon A
Its: Asst. Vice President 11-8-9

LESSEE:

GTE MOBILNET OF SAN DIEGO INCORPORATED, a Delaware corporation

By Kurt Amy
Its: Area President

Kurtz, Ann

From: Poletti, Tony
Sent: Wednesday, April 04, 2001 5:10 PM
To: Kurtz, Ann
Subject: FW: CA1124 Renewal letter

Address below.

From: Janet Forrest
Sent: Wednesday, April 04, 2001 12:37 PM
To: Poletti, Tony
Subject: RE: CA1124 Renewal letter

It's not auto-renew. I'll fax it to you.

-----Original Message-----

From: Poletti, Tony [<mailto:tony.poletti@attws.com>]
Sent: Wednesday, April 04, 2001 2:29 PM
To: 'Janet Forrest'
Cc: McGee, Kevin
Subject: RE: CA1124 Renewal letter

Janet,

I'm assuming this is not an "auto-renew" term? Could you please fax the front page and the "terms" section of the lease to me at 916-843-8547?

Kevin, If you have no problems with this, I will move forward with a renewal letter.

Thank You!
Tony Poletti
AT&T Wireless Services (FSA6)
(916)843-8277

> -----
> **From:** Janet Forrest
> **Sent:** Wednesday, April 04, 2001 12:16 PM
> **To:** Tony Poletti
> **Subject:** CA1124 Renewal letter
>
> HI,
>
> I just spoke with Carolun Farrell, a very nice lady who would like to have
> AT&T renew their lease on the Bonita site for an additional 5 years. The
> lease expires 9/30/01, and notice must be given 6 months prior, She said
> that AT&T has placed a lot of new equipment on the site, and appears to
> want
> to stay.
>
> Could you please send a renewal letter to: **Carolyn Farrell, 4045 Bonita**
> **Road, Suite 312, Bonita, CA 91902.** She does have the right to increase
> the
> rent by CPI on Oct. 1, and she does plan to do so. If you need additional
> info, please let me know. Thanks!
>
> Janet Forrest

> Chelepis & Associates, Inc.
> 8695 College Blvd., Suite 260
> Overland Park, KS 66210
> Phone: (913) 338-0590, Ext. 226
> Cell: (913) 484-7710
> Fax: (913) 338-0595
> E-mail: janet@chelepis.com
>

2ND
AMENDMENT

Cell Site No. N127520
Cell Site Name: 335/BONITA/GTE
Fixed Asset No. 10086269
Market: San Diego/Las Vegas/Hawaii
Address: 4045 Bonita Road, Bonita, CA 91902

LEASE AMENDMENT NO. 2 TO ROOFTOP AND INTERIOR SPACE LEASE AGREEMENT

THIS LEASE AMENDMENT NO. 2 TO ROOFTOP AND INTERIOR SPACE LEASE AGREEMENT ("Second Amendment") dated as of the later date below is by and between the Wulff Partnership, L.P., a California limited partnership, successor in interest to Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974, having a mailing address at P.O. Box 126, Temecula, CA 92593 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to GTE Mobilnet of San Diego Incorporated, having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Lessee").

WHEREAS, Lessor's predecessor in interest and Lessee's predecessor in interest entered into a Rooftop and Interior Space Lease Agreement dated August 15, 1996, which was amended pursuant to Lease Amendment No. 1 dated October 30, 1996 (collectively, the "Lease"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 4045 Bonita Road, Bonita, CA 91902; and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Rent payable under the Lease; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Lease 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, Lessor and Lessee agree as follows:

1. **Term.** The Term of the Lease shall be amended to provide that the Lease has a new initial term of sixty (60) months ("New Initial Term"), commencing on October 1, 2011. The Term will be automatically renewed for up to five (5) additional sixty (60) month terms (each an "Extension Term") without further action by Lessee, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.

2. **Modification of Rent.** Commencing on October 1, 2011, the Rent payable under the Lease shall be \$1,300.00 per month, and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Increase / Monthly Rent Payments.**

(a) The Lease is amended to provide that commencing on October 1, 2012, and on an annual basis thereafter, Rent shall increase by three percent (3.0%) over the Rent paid during the prior year...

Cell Site No. N127520
Cell Site Name: 335/BONITA/GTE
Fixed Asset No. 10086269
Market: San Diego/Las Vegas/Hawaii
Address: 4045 Bonita Road, Bonita, CA 91902

(b) All charges payable under this Lease such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of this Lease.

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

5. **Notices.** Section 5.07 of the Lease 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.

As to Lessee:

New Cingular Wireless PCS, LLC
Attn: AT&T Network Real Estate Administration
Cell Site # N127520, Cell Site Name: 335/BONITA/GTE (CA)
Fixed Asset No: 10086269
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy to:

If sent via certified or registered mail:

Attn.: AT&T Legal Department
New Cingular Wireless PCS, LLC
Cell Site # N127520, Cell Site Name: 335/BONITA/GTE (CA)
Fixed Asset No: 10086269
PO Box 97061
Redmond, WA 98073-9761

Or

If sent via nationally recognized overnight courier:

Cell Site No. N127520
Cell Site Name: 335/BONITA/GTE
Fixed Asset No. 10086269
Market: San Diego/Las Vegas/Hawaii
Address: 4045 Bonita Road, Bonita, CA 91902

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Cell Site # N127520, Cell Site Name: 335/BONITA/GTE (CA)
Fixed Asset No: 10086269
16331 NE 72nd Way
Redmond, WA 98052-7827

As to Lessor:

Wulff Partnership, L.P.
P.O. Box 126
Temecula, CA 92593

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

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

[Signatures on Following Page]

Cell Site No. N127520
Cell Site Name: 335/BONITA/GTE
Fixed Asset No. 10086269
Market: San Diego/Las Vegas/Hawaii
Address: 4045 Bonita Road, Bonita, CA 91902

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

LESSOR:

Wulff Partnership, L.P.,
a California limited partnership

By: Pamela A. Smith
Name: PAMELA A. SMITH
Title: owner/general partner
Date: 2-9-11

LESSEE:

New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: SE Casey
Title: AVP CTE
Date: 2/25/2011

ACKNOWLEDGMENT

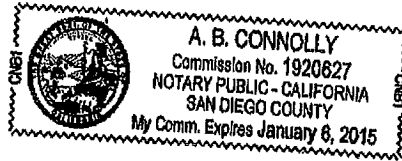
State of California
County of San Diego

On 2/25/2011 before me, AB Connolly, notary public
(insert name and title of the officer)

personally appeared SE Casey
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 AB Connolly (Seal)

CERTIFICATE OF INCUMBENCY AND AUTHORITY

Complete Organization Name: WULFF PARTNERSHIP L.P. D.BA BONITA VALLEY SUITES
Type of Entity: OFFICE BUILDING
Tax ID#: 33-0737384

The undersigned members and/or owners and/or shareholders and/or employed management and/or officers of the organization referenced above hereby certify that the individual(s) named below are all members and/or owners and/or shareholders and/or employed management and/or officers of the said organization:

And that _____ (print name) _____ (print title), has the authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts, purchases and other instruments or documents by and on behalf of said organization in accordance with the agreement of said organization and under the authority of the said organization, and that any of the foregoing actions taken by the person referenced above on behalf of said organization with New Cingular Wireless PCS, LLC, a Delaware limited liability company and/or its subsidiaries and affiliates and the officers, directors and employees of each, is hereby adopted, ratified and confirmed by the said organization.

WITNESS our hands as of the 9 day of FEB., 2011

SIGNATURE: Pamela A. Smith

PRINT NAME: PAMELA A. SMITH

TITLE: owner / general manager

SIGNATURE: Gerald A. Smith

PRINT NAME: GERALD A. SMITH

TITLE: owner