T - MOBILE

ORIGINAL LEASE

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of August 23, 1996, is between **PACIFIC BELL MOBILE SERVICES**, a California corporation ("**Lessee**") whose address is 4420 Rosewood Drive, Building 2, 4th Floor, Pleasanton, California 94588, and Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974 ("**Lessor**") whose address is 4045 Bonita Road, Suite 212, Bonita, CA 91902-1390.

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" commonly known as 4045 Bonita Road, Bonita, California 91902-1390 (Assessor's Parcel Number 591-251-18-00). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Conditions Precedent.** Performance by Lessee under this Lease shall be conditioned upon (i) review and approval of this Lease by Lessee's legal counsel and Site Development Manager, (ii) execution of this Lease by Lessee's authorized representative, (iii) satisfactory results of Tests (as defined in paragraph 6(a) below), (iv) a good faith determination by Lessee of the suitability of the Premises in its discretion, (v) approval and issuance of all necessary governmental approvals and permits to enable Lessee to construct and operate mobile/wireless communications facilities on the Premises.

4. **Term.** The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or August 1, 1997, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for two (2) additional terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five (5) year Term or any Renewal Term.

5. **Rent.**

(a) Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Five Hundred Dollars ($500.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor or Lessor's payee as specified in Paragraph 17, Miscellaneous.

(b) If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

(c) Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the San Diego area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding

the foregoing, in no event shall Rent be increased by more than three percent (3%) of the Rent paid during the previous year.

6. **Improvements; Access.**

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 12, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.

(b) Lessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property as depicted in Exhibit B in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear.

7. **Interference with Communications.** Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's Property on the Commencement Date ("Pre-existing Communications"), and Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee described in Paragraph 2, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not

cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have the right to bring action to enjoin such interference or to terminate the Lease immediately upon notice to Lessor. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference.

8. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee's Facilities and Lessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease.

9. **Termination.** This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date; (iii) by Lessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities; or (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference.

10. **Destruction of Premises.** If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment, to hinder its effective use of Lessor's Property, Lessee may elect (1) to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction, or (2) use Lessor's Property for temporary mobile/wireless communications facilities until the Premises are repaired or rebuilt so that Lessee can resume its normal mobile/wireless communications operations. In the event Lessee elects to terminate, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

11. **Condemnation.** If a condemning authority takes all of Lessor's Property, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. **Insurance.**

(a) Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of $5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of $1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of $1,000,000.00 per occurrence. Lessee shall name Lessor as an additional insured with respect to the above Commercial General Liability insurance.

(b) Each party to this Lease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other.

(c) Lessee shall have the right to self-insure with respect to any of the above insurance.

13. **Assignment.** Lessee may assign this Lease at any time upon notice to Lessor.

14. **Title and Quiet Enjoyment.**

(a) Lessor warrants that it has full right, power, and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

15. **Repairs.** Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

16. **Environmental.** Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

17. **Miscellaneous.**

(a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: Leona T. Wulff
4045 Bonita Road, Suite 212
Bonita, CA 91902-1390

Lessee: Pacific Bell Mobile Services
4420 Rosewood Drive, Building 2, 4th Floor
Pleasanton, CA 94588

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of California.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(f) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C".

(h) Delivery of this Lease, duly executed by Lessor, constitutes an offer to lease the Premises on the terms set forth herein, and under no circumstances shall delivery be deemed to create an option or reservation, for the benefit of Lessor, to lease the Premises to Lessee. This Lease shall become effective and binding only upon execution hereof by Lessee and delivery of a signed copy to Lessor. Lessee shall have the right to reject the offer any time prior to delivery of a signed copy of this Lease to Lessor. No act or omission of any agent or employee of Lessee or Lessee's broker or managing agent shall alter, change or modify any of the provisions of this provision.

(i) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

ATTEST WITNESS

By: _____
(signature)

Name (print or type): Manuel Lopez

Date signed: 8-23-96

LESSOR

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

By: Leona T. Wulff
(signature)

Name (print or type): Leona T. Wulff

Title : Co-Trustee EIN 95-2255090

TAX ID#: (525.30.4541)

Date signed: 8.23.96

ATTEST WITNESS

By: _____
(signature)

Name (print or type): _____

Date signed: _____

LESSEE

PACIFIC BELL MOBILE SERVICES, A CALIFORNIA CORPORATION

By: _____
(signature)

Name (print or type): Fardin Eshraghi

Title: RF Manager

Date signed: 8-29-96

EXHIBIT A.

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows:

Property Address:	4045 Bonita Road Bonita, California 91902-1390
Assessor's Parcel Number:	591-251-18-00 San Diego County, California

(e.g., Legal Description from Title Report description)

EXHIBIT A.

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows:

Property Address: 4045 Bonita Road
Bonita, California 91902-1390

Assessor's Parcel Number: 591-251-18-00
San Diego County, California

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.

(e.g., Legal Description from Title Report description)

EXHIBIT B

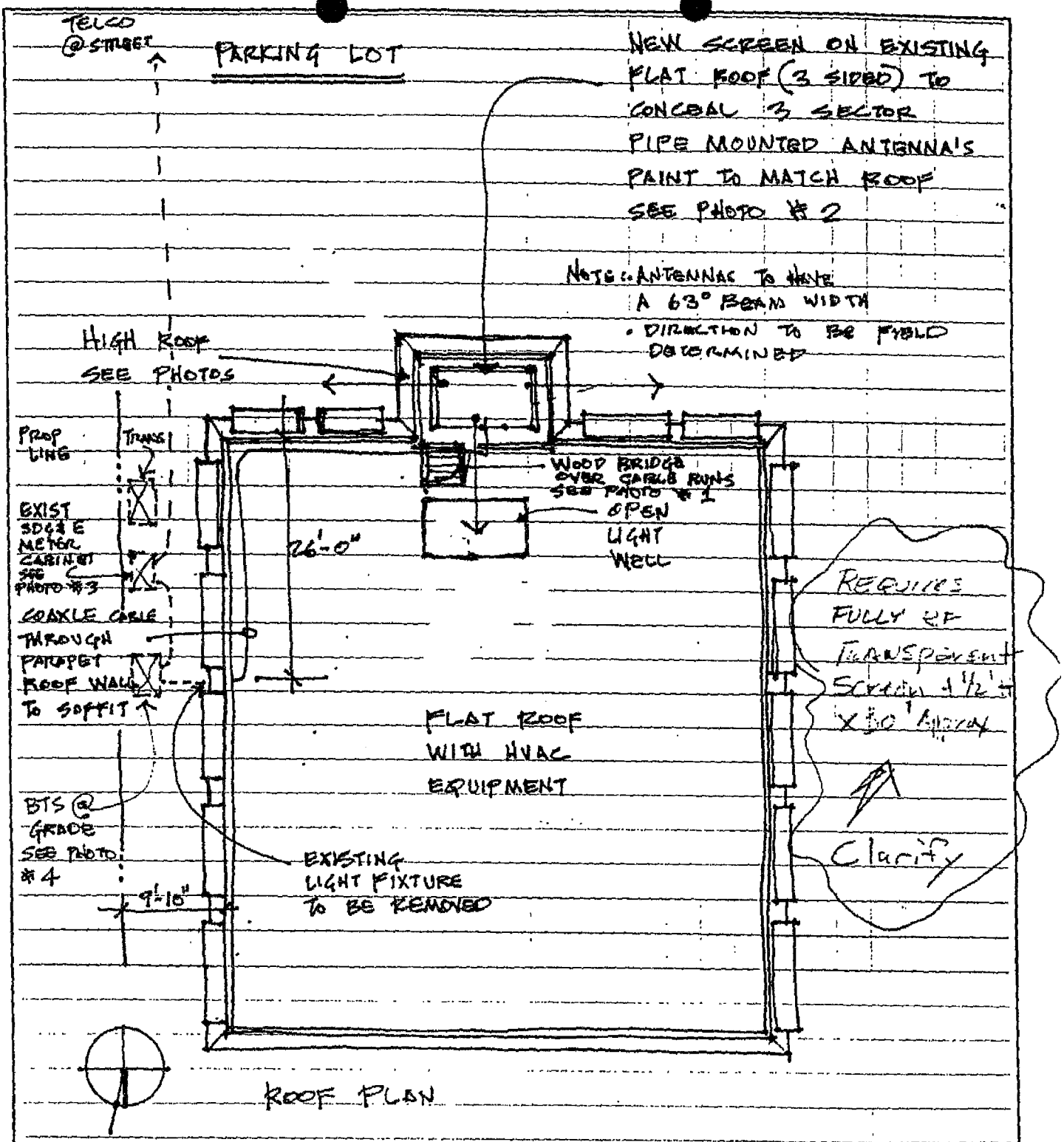
DESCRIPTION OF PREMISES

The Premises consists of those specific areas described/shown below where Lessee's communications antennae, equipment and cables occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee from time to time, including at the time of construction, to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

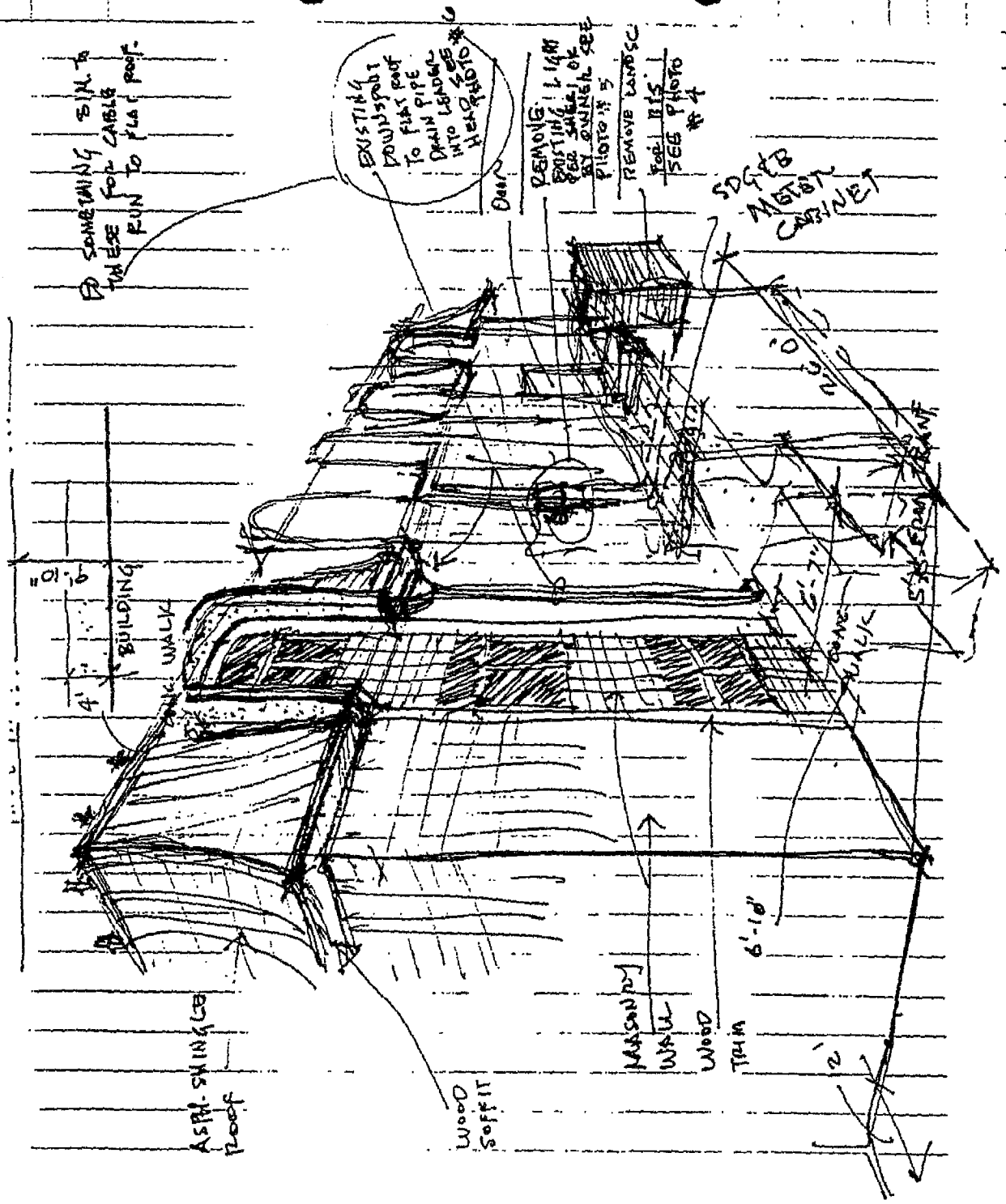
This Exhibit "B" will be replaced with Final Construction, As-Built or As-Constructed Drawings when received by Lessee initialed by Lessor.

Notes

1. This Exhibit may include a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.



PECK/JONES & THE STICHLER DESIGN GROUP, INC.	Pacific Bell Mobile Services Site Number SD-277-01
DRAWING DESCRIPTION PREL. SKETCH BONITA VALLEY SUITES	TSDG PROJECT # 95173.00
SHEET REF.	DATE 8.19.96
	DRAWN BY R. STOWELL
	SHEET SK 1



PECK/JONES & THE STICHLER DESIGN GROUP, INC.

Pacific Bell Mobile Services
Site Number SD-277-01

DRAWING DESCRIPTION
PREL. SKETCH
BONITA VALLEY SUITES

SDG PROJECT # 95173.00

SHEET SK 2

DATE 8.19.96

DRAWN BY R. STOWELL

SHEET REF.

EXHIBIT C

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Pacific Bell Mobile Services
4420 Rosewood Dr., Bldg. 2, 4th Floor
Pleasanton, California 94588

Attention: Barbara Hendricks

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of August 23, 1996 is between Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1994 ("Lessor"), and **PACIFIC BELL MOBILE SERVICES**, a California corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of August 23, 1996, covering certain premises ("Premises") situated on certain real property located in the County of San Diego, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of San Diego County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. Demise. Lessor has leased the Premises to Lessee (together with access rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.

2. Expiration Date. The term of the Lease ("Term") is scheduled to commence on or before August 1, 1997, and shall expire five (5) years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Lease for two (2) additional terms of five (5) years each.

3. Lease Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

ATTEST WITNESS

By: _____ (signature)

Name (print or type): Manuel Lopez

Date signed: 8-23-96

LESSOR

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

By: Leona T. Wulff (signature)

Name (print or type): Leona T. Wulff

Title: Co-Trustee

ATTEST WITNESS

By: _____ (signature)

Name (print or type): _____

Date signed: _____

LESSEE

PACIFIC BELL MOBILE SERVICES, A CALIFORNIA CORPORATION

By: _____ (signature)

Name (print or type): Fardin Eshraghi

Title: RF Manager

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On AUGUST 23, 1996 before me, Manuel Lopez, Notary Public personally appeared LEONA T. WULFF, 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.

Signature: _____

MANUEL LOPEZ
Comm. # 979639
NOTARY PUBLIC - CALIFORNIA
San Diego County
My Comm. Expires Dec. 17, 1996

STATE OF CALIFORNIA)
COUNTY OF San Diego)

On September 4, 1996 before me, Rhonda Petrosky, Notary Public, personally appeared Fardin Eshraghi, 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.

Signature: Rhonda Petrosky

RHONDA PETROSKY
Commission #1073571
Notary Public — California
San Diego County
My Comm. Expires Oct 1, 1999

INITIAL

EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF LESSOR'S PROPERTY AND DESCRIPTION OF PREMISES

1) Description of Lessor's Property

Lessor's Property of which Premises are a part is legally described as follows:

Property Address:	4045 Bonita Road Bonita, California 91902-1390
Assessor's Parcel Number:	591-251-18-00 San Diego County, California

(e.g., Legal Description from Title Report description)

2) Description of Premises

The Premises consists of those specific areas described/shown below where Lessee's communications antennae, equipment and cables occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be modified from time to time.

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This First Amendment to the Communications Site Lease Agreement (the "Lease") between Pacific Bell Mobile Services, a California corporation ("Lessee") and Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974 ("Lessor") is dated as of this 10th day of October, 1996 by and between Lessor and Lessee who agree to amend the Lease in the following particulars only:

1. The following two (2) new paragraphs are hereby added to the Lease as subsection (h) to Section 6. "Improvements; Access":

(h) Electricity for the Premises shall be furnished by Lessor and Lessee shall pay Lessor as additional rent the cost of the electricity provided to the Premises and attributable to Lessee's use ("Utility Charge'). Lessee shall pay the estimated cost of the Utility Charge monthly in advance together with monthly Rent. The parties estimate the Utility Charge to be Sixty Dollars ($60.00) per month.

Lessee shall install an "E-MON-D-MON" meter to allow Lessor to monitor the use of electricity by Lessee. If during the Term of this Lease, the use of electricity by Lessee increases so that the actual Utility Charge exceeds the parties estimate of the Utility Charge hereinabove, Lessee shall reimburse Lessor for that portion of the Utility Charge in excess of the estimate, provided, however, that as a condition of Lessee's obligation to pay such excess, Lessor shall provide Lessee the documentation from the "E-MON-D-MON" meter and Utility Company, reasonably acceptable to Lessee indicating such excess Utility Charge is due to the increase in Lessee's use of electricity provided to the Premises by Lessor.

2. Except as set forth in this First Amendment to the Communications Site Lease Agreement, all the provisions of the Lease remain unchanged and in full force and effect. In the event of any inconsistency between the provisions and conditions of the Lease and this First Amendment, the provisions and conditions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Communications Site Lease Agreement as of the date first written above.

ATTEST WITNESS
Carolyn M. Zarrell
Date: 10-10-96

LESSOR
Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974
By: Leona T. Wulff
Name: Leona T. Wulff
Title: Co-Trustee
Date: Oct. 10, 1996

ATTEST WITNESS
Agnes N. Thompson
Date: 10-21-96

LESSEE
PACIFIC BELL MOBILE SERVICES
A CALIFORNIA CORPORATION
By:
Name: Fardin Eshraghi
Title: RF Manager
Date: 10-21-96

SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This Second Amendment to the Communications Site Lease Agreement (the "Lease") between **Pacific Bell Wireless,** a Nevada Limited Liability company, formerly doing business as Pacific Bell Mobile Services, ("Lessee") and **Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974** ("Lessor") is dated as of this 25th day of October, 1999 by and between Lessor and Lessee who agree to amend the Lease in the following particulars only:

Paragraph 5(c) Rent shall be deleted and replaced with the following:

5. (c) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to two (2%) percent of the Rent for the previous year.

Except as set forth in this Second Amendment to the Communications Site Lease Agreement, all the provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Communications Site Lease Agreement 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

Name: Leona T. Wulff

Title: Co-Trustee

LESSEE: **PACIFIC BELL WIRELESS**

By: M. A. Appel

Name: Mark A. Appel

Title: Director, Network Deployment and Operations

THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT ("Third Amendment") between PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a CINGULAR WIRELESS ("Lessee") and LEONA T. WULFF, CO-TRUSTEE OF THE VICTOR L. WULFF FAMILY TRUST, DATED AUGUST 14, 1974 ("Lessor") is dated as of this 26th day of September, 2001.

RECITALS

A. Lessor and Lessee (previously known as Pacific Bell Mobile Services, a California corporation) have entered into that certain Communications Site Lease Agreement dated August 23rd, 1996 (the "Lease") as previously amended.

B. Lessee desires to install additional communications equipment and to expand and/or reconfigure its Premises ("Alteration"). The proposed Alteration is depicted in Attachment 1.

C. Lessor and Lessee now wish to amend the Lease pursuant to this Third Amendment.

NOW, THEREFORE, the Lease is hereby amended as follows:

1. In consideration of this Third Amendment, and upon commencement of construction of the Alteration, Lessee shall increase Rent to Nine Hundred and 00/100 Dollars ($900.00) per month. Upon completion of construction, Attachment 1 shall supplement Exhibit "B" to the Lease, so as to depict any Alteration.

2. In consideration of this Third Amendment, and upon commencement of construction of the Alteration, Lessee shall increase the Utility Charge to One Hundred Ten and 00/100 Dollars ($110.00) per month.

3. Capitalized terms used in this Third Amendment without definition shall have the meaning ascribed to such terms in the Lease.

4. Except as amended by this Third Amendment, the provisions of the Lease remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Initials: L W

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Communications Site Lease Agreement as of the date first above written.

LESSOR

LEONA T. WULFF, CO-TRUSTEE OF THE

VICTOR L. WULFF FAMILY TRUST,

DATED AUGUST 14, 1974

By: Leona T. Wulff

Name: Leona T. Wulff

Title: Co-Trustee

Date: 10·10·01

LESSEE

PACIFIC BELL WIRELESS, LLC,

A NEVADA LIMITED LIABILITY COMPANY,

d/b/a CINGULAR WIRELESS

By: Charles Vranek

Name: Charles Vranek

Title: Vice President, Special Projects/Real Estate

Date: 10/21/01

CV.

Initials: L W

ATTACHMENT 1

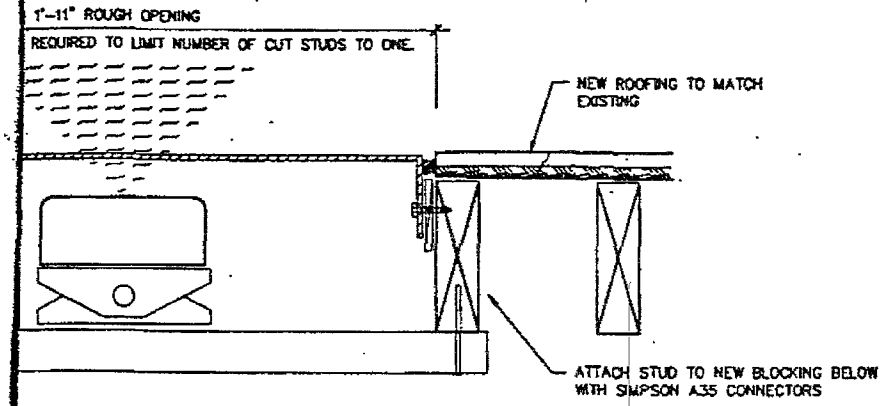
The Premises consist of those specific areas described/shown below where Lessee's communications antennas, equipment and cables occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

** Please See Attached.*

Notes:

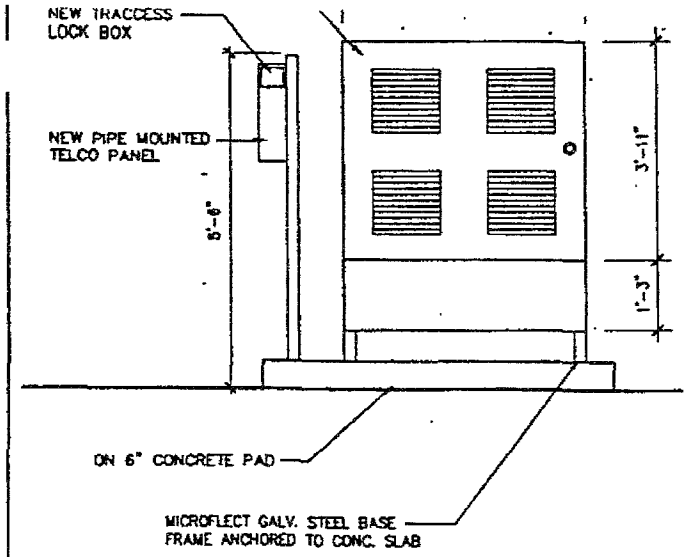
1. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
2. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

(D) SECTION
3"=1'-0"

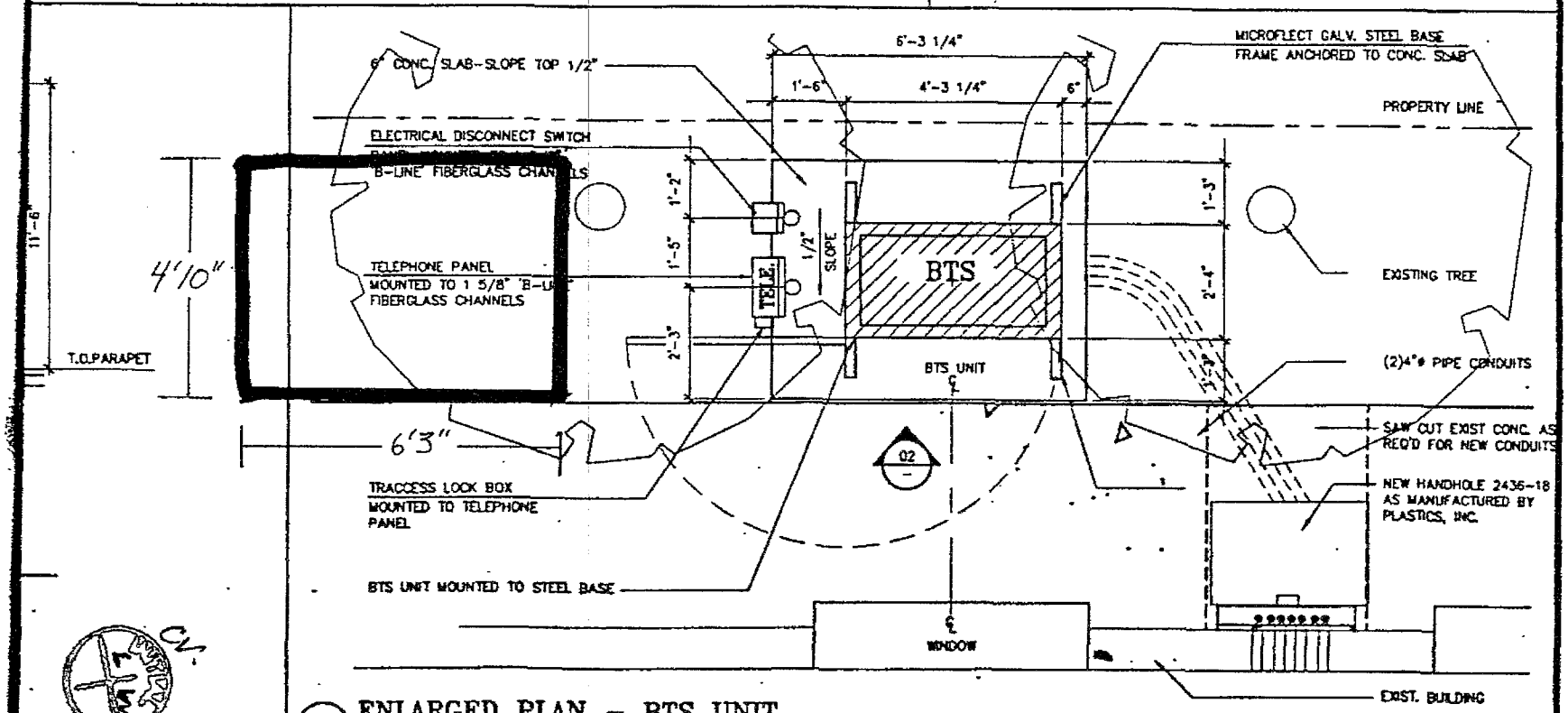


COVER

NOTE:
ALL WOOD SHALL BE PRESSURE TREATED DOUGLAS FIR AND PAINTED.



(02) ENLARGED ELEVATION – BTS UNIT
SCALE: 1/2" = 1'-0"



(06) ENLARGED PLAN – BTS UNIT
SCALE: 1/2" = 1'-0"

Bonita Valley
Su s
4045 Bonita Rd.
Bonita, CA 91902
SD-277-01

#	DATE	ISSUE
	9\20\96	PRELIM. [redacted]VIEW
	9/25/96	CITY CD [redacted]TTAL
		PRELIM. CD REVIEW
		CITY CD SUBMITTAL
		CD RELEASED
		• FOR CONSTRUCTION
		☐ PERMITTED
		☐ ELECTRICAL PERMIT ONLY

SHEET TITLE

DETAIL SHEET

DRAWN BY: M.D.T.

CHECKED BY: M.A.R.

JOB NO. 95173.00

SHEET NO.

A-4

FOURTH AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT ("Fourth Amendment") between PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a CINGULAR WIRELESS ("Lessee") and LEONA T. WULFF, CO-TRUSTEE OF THE VICTOR L. WULFF FAMILY TRUST, DATED AUGUST 14, 1974 ("Lessor") is dated as of this 13th day of February, 2003.

RECITALS

A. Lessor and Lessee (previously known as Pacific Bell Mobile Services, a California corporation) have entered into that certain Communications Site Lease Agreement dated August 23rd, 1996 (the "Lease") as previously amended.

B. Lessee desires to install additional communications equipment and to reconfigure its Premises ("Alteration"). The proposed Alteration is depicted in Attachment 1.

C. Lessor and Lessee now wish to amend the Lease pursuant to this Fourth Amendment.

NOW, THEREFORE, the Lease is hereby amended as follows:

1. In consideration of this Fourth Amendment, and upon commencement of construction of the Alteration, Lessee shall increase Rent to One Thousand One Hundred and 00/100 Dollars ($1,100.00) per month. Upon completion of construction, Attachment 1 shall supplement Exhibit "B" to the Lease, so as to depict any Alteration.

2. Capitalized terms used in this Fourth Amendment without definition shall have the meaning ascribed to such terms in the Lease.

3. Except as amended by this Fourth Amendment, the provisions of the Lease remain unchanged and in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Communications Site Lease Agreement as of the date first above written.

LESSOR:

LEONA T. WULFF, CO-TRUSTEE OF THE

VICTOR L. WULFF FAMILY TRUST,

DATED AUGUST 14, 1974

By: Leona T. Wulff

Name: Leona T. Wulff

Title: Co-Trustee

Date: Feb. 27, 2003

LESSEE:

PACIFIC BELL WIRELESS, LLC,

A NEVADA LIMITED LIABILITY COMPANY,

d/b/a CINGULAR WIRELESS

By: GSM FACILITIES, LLC,
its sole member,

By: CINGULAR WIRELESS, LLC,
its agent

By: M. A. Appel

Name: Mark A. Appel

Title: Director Network Operations

Date: 04 MAR 03

Initials: LTW MAA

ATTACHMENT 1

The Premises consist of those specific areas described/shown below where Lessee's communications antennas, equipment and cables occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

* *Please See Attached.*

Notes:

1. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
2. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

cingular WIRELESS

SD-277-01
BONITA VALLEY SUITES

4045 BONITA ROAD
SAN DIEGO, CA 91902

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF (3) TWO NEW PANEL ANTENNAS FOR AN EXISTING CINGULAR WIRELESS TELECOMMUNICATIONS SITE.

A TOTAL OF (2) NEW ANTENNAS WILL BE INSTALLED ON AN EXISTING PARAPET.

THE FACILITY WILL ENHANCE THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE COUNTY AND SURROUNDING CITIES BY PROVIDING MORE RELIABLE CELLULAR COMMUNICATION AT THIS LOCATION.

PROJECT DATA

SITE ADDRESS:
4045 BONITA ROAD
SAN DIEGO, CA 91902

ASSESSORS PARCEL NUMBER:
591-257-15

LATITUDE:
32-38-32.8

LONGITUDE:
117-02-024.4

TOTAL SITE AREA:
.98 ACRES

EXISTING FLOOR AREA:
23,400 SQ. FT.

PROPOSED PROJECT AREA:
NONE

EXISTING TYPE OF CONSTRUCTION:
S-1-FR

EXISTING ZONING:
CO-Q

JURISDICTION:
CITY OF CHULA VISTA

CURRENT USE:
OFFICE

EXISTING OCCUPANCY:
B-1

PROPOSED OCCUPANCY:
NONE (EXTERIOR ANTENNAS)

WATER/SEWER:
NOT APPLICABLE

UTILITIES:
ELECTRICAL: SDGE
TELEPHONE: PAC BELL
FIRE DEPT.: CITY OF CHULA VISTA

LEGAL DESCRIPTION

(EX SDC MAP 2748-37-119) 076-2130758PAR 1 PER PM 2301 IN CN2272

CONTACTS

PROJECT MANAGEMENT:
CINGULAR WIRELESS
8170 CORNERSTONE ST., SUITE 180
SAN DIEGO, CA 92121

CONSTRUCTION REPRESENTATIVE:
JOHN CONSIMACO
CINGULAR WIRELESS
8170 CORNERSTONE ST., SUITE 180
SAN DIEGO, CA 92121

PLANNING REPRESENTATIVE:
SHELLY MORROW
CINGULAR WIRELESS
8170 CORNERSTONE ST., SUITE 180
SAN DIEGO, CA 92121

SITE ACQUISITION MANAGER:
RODNEY PHILIMORE
CINGULAR WIRELESS
302 STATE PLACE
ESCONDIDO, CA 92029
619.233.2292 PHONE

R.F. ENGINEERING REPRESENTATIVE:
BILLY EZELL
CINGULAR WIRELESS
8170 CORNERSTONE ST., SUITE 180
SAN DIEGO, CA 92121
858.642.9412 PHONE

PROPERTY OWNER:
JOHN S. SHLEF
4045 BONITA ROAD SUITE 212
BONITA, CA 91902

ARCHITECT:
DI DONATO ASSOCIATES
3633 FIRST AVE. SUITE 100
SAN DIEGO, CA 92103
619.299.9290 PHONE
619.299.4250 FAX
ddonato@ddaaa

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOW APPLICABLE CODES:

CALIFORNIA STATE BUILDING CODE, TITLE 24
CALIFORNIA BUILDING CODE, 2001 EDITION
CALIFORNIA PLUMBING CODE, 2001 EDITION
CALIFORNIA MECHANICAL CODE, 2001 EDITION
CALIFORNIA ELECTRICAL CODE, 2001 EDITION
CALIFORNIA FIRE CODE, 2001 EDITION

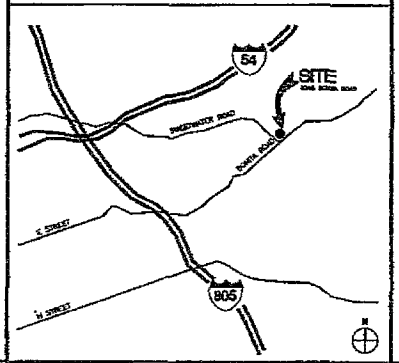
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

DIRECTIONS

DRIVING DIRECTIONS FROM DOWNTOWN SAN DIEGO:

- TAKE I-805 SOUTH TO E ST.
- TAKE BONITA ROAD EAST 2-3 MIL.
- SITE IS ON THE LEFT SIDE OF THE STREET

VICINITY MAP



ADA COMPLIANCE

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. WIRELESS TELECOMMUNICATIONS MECHANICAL EQUIPMENT ROOMS ARE EXEMPT FROM REQUIREMENTS TO PROVIDE BUILDING UPGRADES FOR DISABLED ACCESS PER THE FOLLOWING.

CBC SECTION 1008-BUILDING ACCESSIBILITY
CAL ACS ACCESSIBILITY STANDARDS INTERPRETIVE MANUAL

SHEET INDEX

APPROVALS

CONSTRUCTION REPRESENTATIVE	
R.F. ENGINEERING REPRESENTATIVE	
PLANNING REPRESENTATIVE	
SITE ACQUISITION MANAGER	

ENGINEER/CONSULTANT

ARCHITECT
DI DONATO ASSOCIATES
ARCHITECTURE • INTERIOR DESIGN
3633 FIRST AVENUE
SAN DIEGO, CA 92103
TEL 619.299.9290 FAX 619.299.4250
ddonato@ddaaa.com
03/01/02

APPLICANT
cingular WIRELESS

SD277-01
BONITA VALLEY SUITES
4045 BONITA ROAD
SAN DIEGO, CA 91902
TITLE SHEET

ISSUE DATES

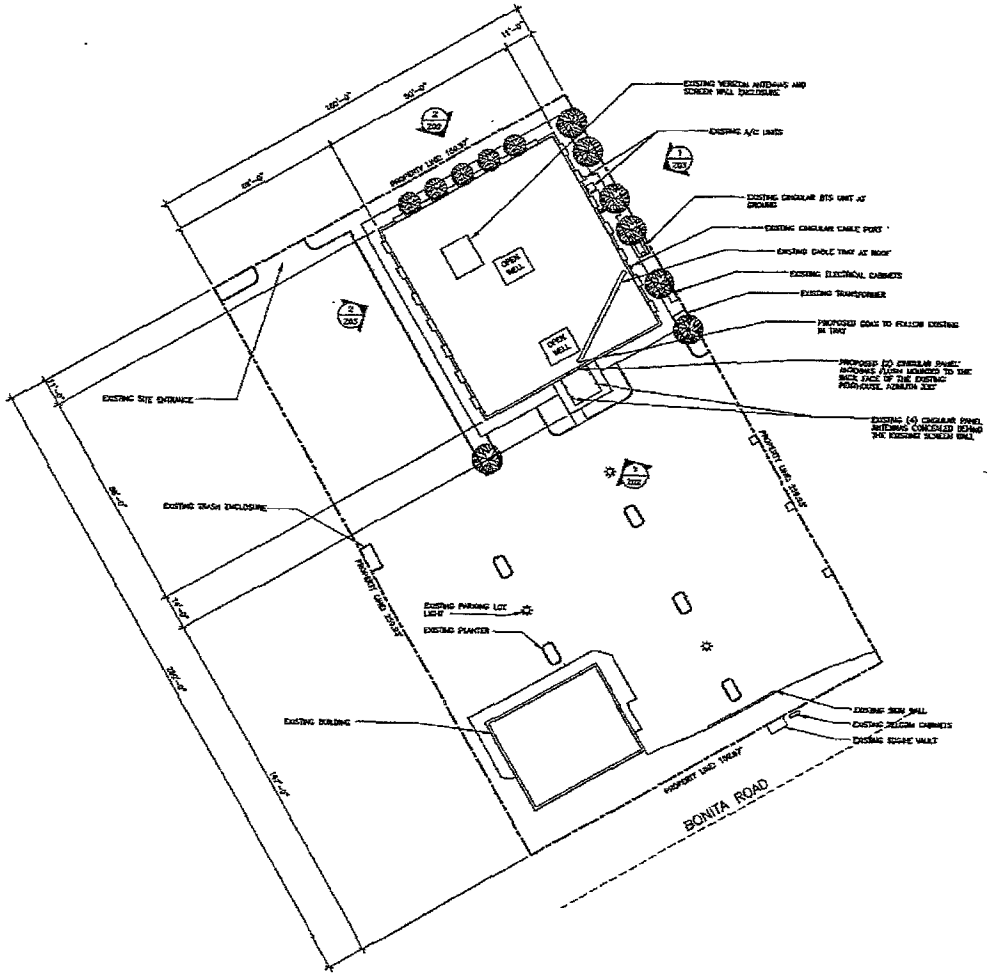
#	DATE	BY	ISSUES	INIT
1	02/26/01	JMS	PLANNING SET	
2	01/01/02	SMC	REVISIONS	

REVISIONS

T01

03/01/02

PLAN SCALE: 1" = 1' (FULL SHEET 24" X 36")



SITE PLAN

SCALE: 1" = 20'-0"

1

ENGINEER/CONSULTANT

ARCHITECT

DiDonato Associates

ARCHITECTURE • PLANNING

APPLICANT

cingular WIRELESS

PROJECT

BONITA VALLEY SUITES

4010 BONITA ROAD
SAN DIEGO, CA 91913

SITE PLAN

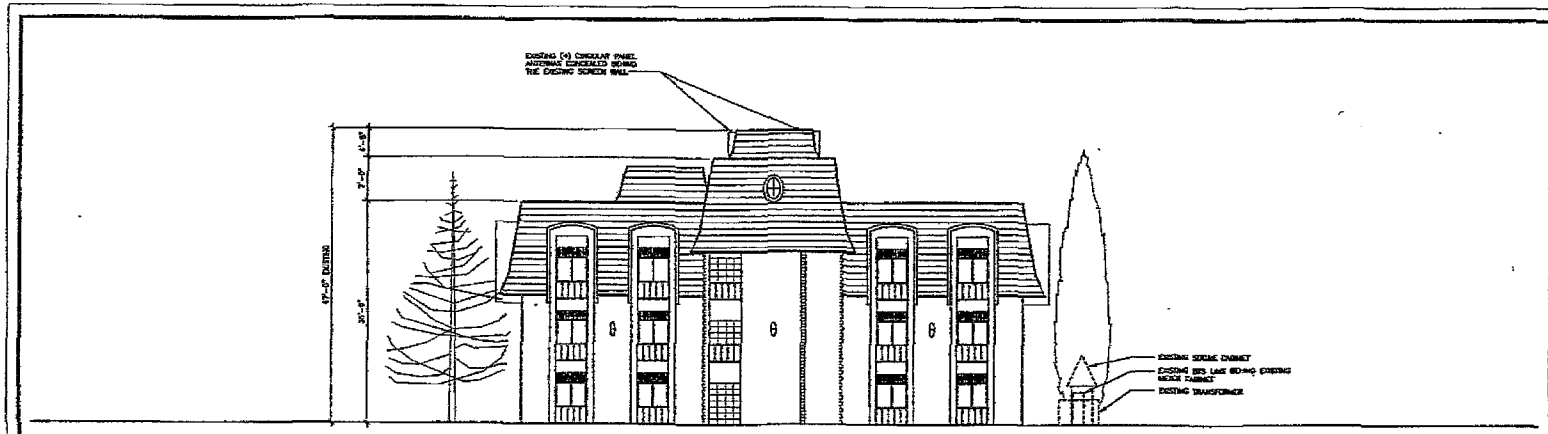
ISSUE DATES

2	9/02	1st ISSUE	SPEC/REP	J.PK.
1	10/11/03	SBD	PROJECT SET	AL
2	01/11/05	SBD	Submit	AL

REVISIONS

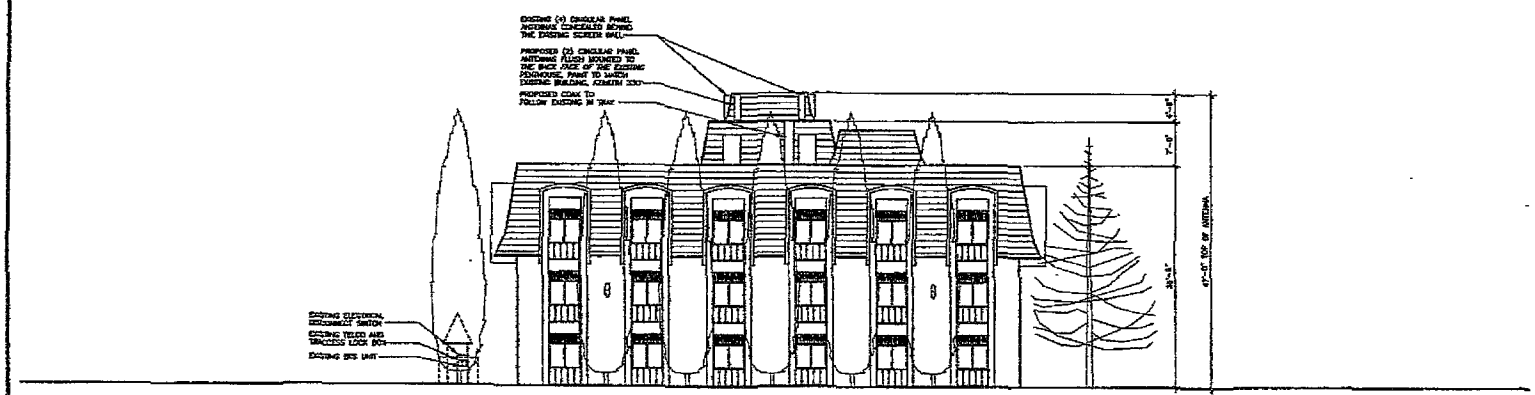
A01

0331.02



SOUTH ELEVATION

SCALE: 1/8" = 1'-0" | 1



NORTH ELEVATION

SCALE: 1/8" = 1'-0" | 2

ENGINEER/CONSULTANT

ARCHITECT

Di Donato Associates

DDA

D001.00

APPLICANT

cingular WIRELESS

BONITA VALLEY SUITES

4615 BONITA ROAD
BONITA, CA 91902

EXTERIOR ELEVATIONS

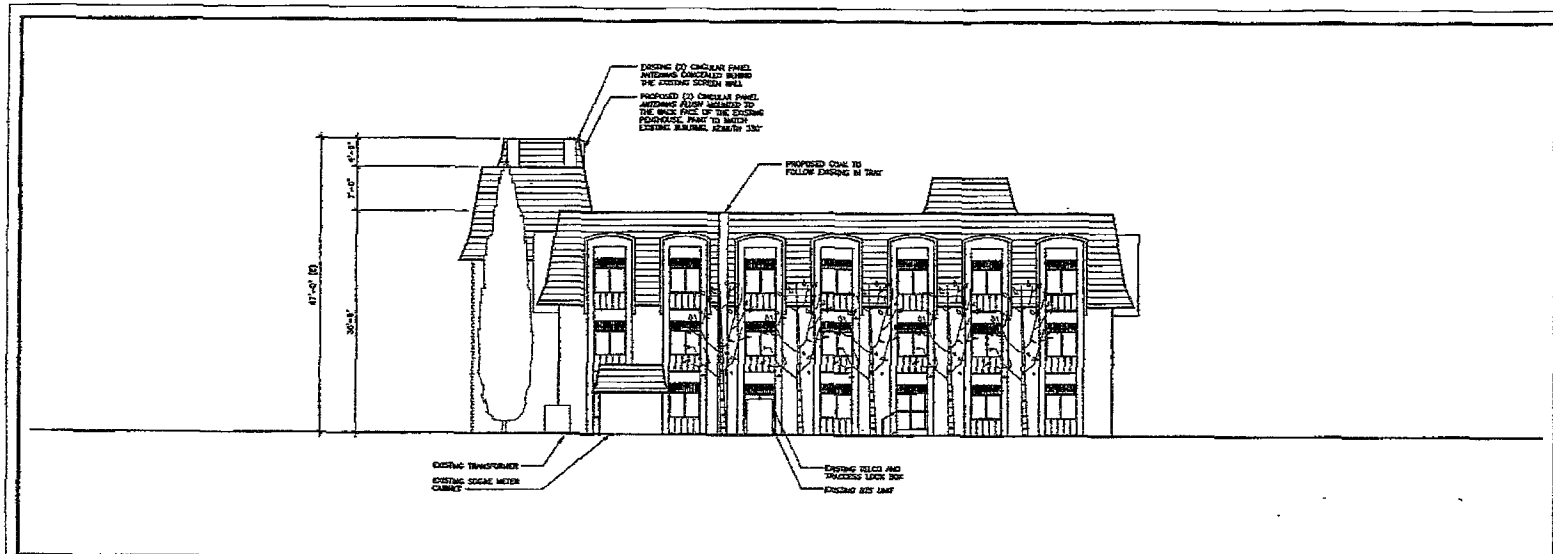
ISSUE DATES

1	01/01/01	DRAWN	BY	
2	01/01/01	CHECKED	BY	

REVISIONS

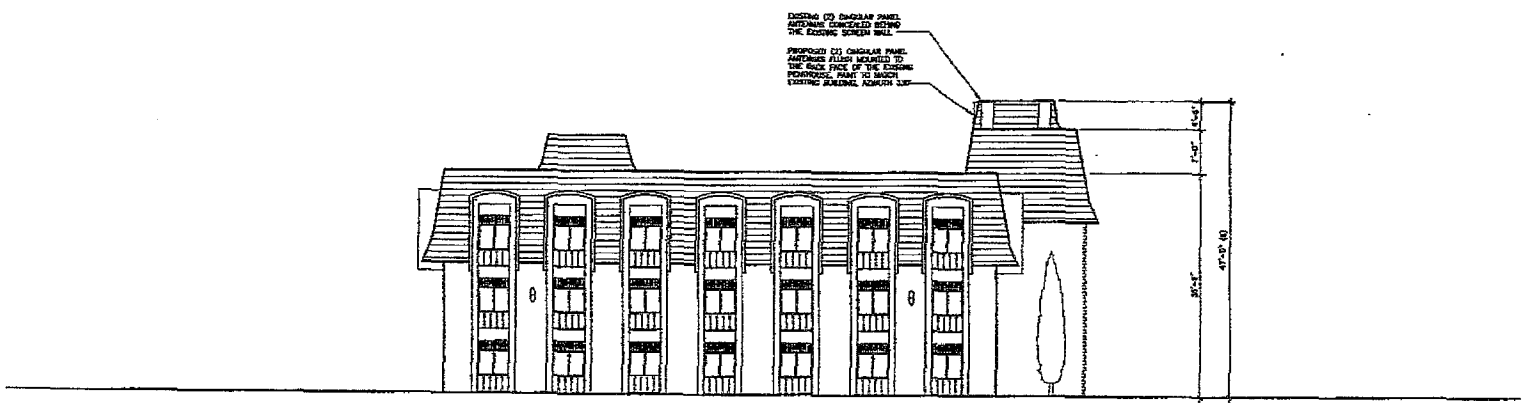
A02

CODE:.02



EAST ELEVATION

SCALE: 1/8" = 1'-0" | 1



WEST ELEVATION

SCALE: 1/8" = 1'-0" | 2

ENGINEER/CONSULTANT

ARCHITECT

Di Donato Associates

APPLICANT

cingular WIRELESS

BONITA VALLEY SUITES

4910 BONITA ROAD
BONITA, CA 91902

EXTERIOR ELEVATIONS

ISSUE DATES

#	DATE	BY	SUBTOTAL	CHECKED	APPD
1	10/15/03	JMG	REVIEW SET	AD	
2	05/19/03	JMG	SUBMIT	AD	

REVISIONS

A03

Site ID: SD06277A
Site Address: 4041 - 4045 Bonita Road, Bonita, CA 91902

FOURTH AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("**Fourth Amendment**") is entered into effective as of March 21, 2011 ("**Effective Date**"), by and between **Wulff Partnership, L.P.**, a California limited partnership, as to an undivided 50% interest, and **Gerald Allen Smith and Pamela Ann Smith**, Co-Trustees of the Gerald Allen Smith and Pamela Ann Smith Revocable Trust dated May 19,1998, as to an undivided 50% interest, as successors in interest to Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974 (together with its successors and assigns, collectively, the "**Lessor**"), and **T-Mobile West Corporation**, a Delaware corporation, as successor in interest to Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless (together with its successors and assigns, "**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain Communications Site Lease Agreement dated August 23, 1996, as amended by First Amendment to Communications Site Lease Agreement dated October 10, 1996, as amended by Second Amendment to Communications Site Lease Agreement dated October 25, 1999, and further amended by Third Amendment to the Communications Site Lease Agreement dated September 26, 2001 (collectively, the "**Lease**"), whereby Lessor leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Lease (collectively, the "**Premises**"), that are a portion of the property located at **4041 - 4045 Bonita Road, Bonita, CA 91902** (hereinafter "Lessor's Property," as defined in the Lease, will be referred to as the "**Property**");

WHEREAS, Lessor and Lessee desire to modify Lessee's rent obligations under the Lease;

WHEREAS, Lessor and Lessee desire to add additional renewal terms to the Lease; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Term**. The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on May 1, 2011 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on April 30, 2016 (the "**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms**. Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the Lease, Lessee shall have the right to renew the Lease for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the Lease, without further action by Lessee, unless Lessee provides Lessor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent**. Commencing on the Extension Date, the rent payable under the Lease during the Modified Term and any and all Renewal Terms ("**Rent**") shall be made in the amounts and frequency as designated on **Schedule II** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Notices**. All notices, requests, demands and communications under the Lease, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

Wulff Partnership, L.P.
Attn: Gerald Allen Smith
and Pamela Ann Smith
P.O. Box 126
Temecula, CA 92593-0126

LESSEE:

T-Mobile West Corporation
1855 Gateway Boulevard
Suite 900
Concord, CA 94520
Attn: Lease Administrator SD06277A

With a copy to:

Attn: Legal Department SD06277A

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: PCS Lease Administrator SD06277A

And with a copy to:

Attn: Legal Department SD06277A

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

5. **Lessor Required Consents**. Lessor represents and warrants that Lessor has obtained all required consents in connection with entering into this Fourth Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Recording of Documents**. Lessor approves the recording of the Memorandum of Lease attached hereto as **Exhibit A** and incorporated herein in the recording jurisdiction where the Property is located.

8. **Other Terms and Conditions Remain**. The Lease is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein, if applicable. In the event of any inconsistencies between the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall govern and control. Except as expressly set forth in this Fourth Amendment, the Lease otherwise is unmodified and remains in full force and effect. This Fourth Amendment may be executed in multiple counterparts.

9. **Miscellaneous**. Lessor acknowledges that: (a) Lessor has read and understands this Fourth Amendment and the underlying Lease and (b) Lessor has been advised and is informed that should Lessor not enter into this Fourth Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Fourth Amendment effective as of the date set forth above.

LESSOR:

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

By: Pamela Ann Smith, General Partner
Pamela Ann Smith, General Partner

Gerald Allen Smith and Pamela Ann Smith,
Co-Trustees of the Gerald Allen Smith and
Pamela Ann Smith Revocable Trust dated
May 19,1998

By: Co-trustee
Gerald Allen Smith, Co-Trustee

By: Pamela Ann Smith, Co-Trustee
Pamela Ann Smith, Co-Trustee

LESSEE:

T-Mobile West Corporation,
a Delaware corporation

By: _____

Print Name: Chris Eldridge

Title: Director of Regional Development

SCHEDULE I

Fourth Amendment to Communications Site Lease Agreement

The following provisions shall supplement and amend the Lease:

1. **Expansion of Permitted Use.** Lessor hereby agrees that Lessee shall have the right, without the requirement of obtaining Lessor's consent, to modify, supplement, replace, upgrade, expand or refurbish the equipment related to Lessee's communications facility ("**Communications Facility**"), increase the number of antennas thereon, modify its operating frequencies or relocate the Communications Facility within the Premises at any time during the term of this Lease or any Renewal Term, provided Lessee complies with all applicable laws. Lessor shall cooperate with Lessee in all respects in connection with the foregoing. If Lessor does not comply with the terms of this section, Lessee may exercise all of its rights and remedies under law or equity, including, without limitation, terminating this Lease and, upon such termination, shall have no further liability to Lessor. Notwithstanding the above, any such modifications, supplements, replacements, upgrades, expansions or refurbishments must comply with any and all existing non-interference and height restriction provisions set forth in this Lease.

2. **Expansion of Premises.** Lessor grants Lessee the right, on a space available basis, to enlarge the Premises (the "**Additional Premises**"), so that Lessee may implement any necessary modifications, supplements, replacements, refurbishments or expansions to the Communications Facility or to any equipment related thereto, as determined by Lessee in its sole discretion. In the event Lessee requires Additional Premises for such purposes, the monthly Rent payable for such Additional Premises shall be the lesser of the then current monthly per square foot rent or One Dollar and Fifty Cents ($1.50) per square foot (the "**Additional Premises Rent**"). The Additional Premises Rent shall be compensation for space utilized by the expansion of Lessee's room/cabinet/ground area and for expansion of the antenna area(s) beyond the Premises, but Lessee's addition of coaxial cables, raceways, conduits and other ancillary equipment and such related space usage, shall not require or result in Additional Premises Rent or any other compensation to Lessor. The Additional Premises Rent shall be payable to Lessor at the times and in the manner set forth in this Lease for payment of Rent and shall be subject to adjustment (if applicable) from time to time in the same manner and percentage set forth in this Lease for adjustments to Rent, if any. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to affect and memorialize the lease of the Additional Premises to Lessee. Lessor and Lessee agree that each and every reference in this Lease to the "Premises" shall also include the "Additional Premises" (if any). Unless Lessor otherwise agrees, the Additional Premises square footage will not exceed an area equal to the current square footage of the Premises, and the configuration of the Additional Premises shall be subject to Lessor's reasonable approval.

3. **Reasonableness.** If any consent, authorization or approval of either party is required or requested by the other party under or in connection with this Lease, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

4. **Assignment.** Lessor shall have the right to assign or otherwise transfer the Lease and the easements granted therein upon written notice to Lessee, except for the following: any assignment or transfer of the Lease which is separate and distinct from a transfer of Lessor's entire right, title and interest in the Property shall require the prior written consent of Lessee which may be withheld in Lessee's sole discretion. Upon Lessee's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Lessee's consent, if required, Lessor shall be relieved of all liabilities and obligations under the Lease and Lessee shall look solely to the assignee for performance under the Lease and all obligations thereunder.

SCHEDULE II

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	5/1/2016	4/30/2021
2	5/1/2021	4/30/2026

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
5/1/2011	4/30/2012	Monthly	12			$1,263.55
5/1/2012	4/30/2013	Monthly	12			$1,288.82
5/1/2013	4/30/2014	Monthly	12			$1,314.60
5/1/2014	4/30/2015	Monthly	12			$1,340.89
5/1/2015	4/30/2016	Monthly	12			$1,367.71
5/1/2016	4/30/2017	Monthly	12			$1,395.06
5/1/2017	4/30/2018	Monthly	12			$1,422.96
5/1/2018	4/30/2019	Monthly	12			$1,451.42
5/1/2019	4/30/2020	Monthly	12			$1,480.45
5/1/2020	4/30/2021	Monthly	12			$1,510.06
5/1/2021	4/30/2022	Monthly	12			$1,540.26
5/1/2022	4/30/2023	Monthly	12			$1,571.07
5/1/2023	4/30/2024	Monthly	12			$1,602.49
5/1/2024	4/30/2025	Monthly	12			$1,634.54
5/1/2025	4/30/2026	Monthly	12			$1,667.23

EXHIBIT A

Memorandum of Lease

Love your lease.

April 6, 2011

T-Mobile USA, Inc.
Attn: Mrs. Christina DeGuzman
1855 Gateway Boulevard
Suite 900
Concord, CA 94520

Exp Amd

Re: Site Name: SD277 Bonita Valley Suite
Site Number: SD06277A
Site Address: 4041 - 4045 Bonita Road, Bonita, CA 91902

Dear Mrs. DeGuzman:

In connection with the proposed lease amendment transaction between T-Mobile West Corporation (Lessee) and Wulff Partnership, L.P.; and Gerald Allen Smith and Pamela Ann Smith (collectively, the Lessor), with regard to the above-referenced cell site, we have enclosed the following documents for your information, signature and notary acknowledgement:

1. **Legal Review & Site Lease Amendment Summary** (Transmittal Forms):

   Md7 does not require the return of these transmittal forms.

2. **ET-AMD - Fourth Amendment to Communications Site Lease Agreement** (two originals):
   - Have an authorized **corporate officer** of T-Mobile West Corporation complete the signature block with name, title and signature on both originals; and
   - Note: We also included Schedule of Modified Rent for your records.

3. **ET-4 - Memorandum of Lease** (two originals):
   - Have an authorized **corporate officer** of T-Mobile West Corporation complete the signature block with name, title and signature on both originals in the presence of a Notary Public; and
   - Have signature witnessed and formally acknowledged by a Notary Public.

4. **Preliminary Change of Ownership Report** (one original):
   - Have an authorized **corporate officer** of T-Mobile West Corporation complete the signature block with name, title and signature on this original.

5. **Lease Payment Designee Authorization Form** (one original):
   - Please keep this form for your records.

6. **IRS Form W-9** (one original):
   - Please keep this form for your records.

Please return all fully-executed documents to Md7 as soon as possible. Once all documents relating to this transaction have been signed by all parties and recorded, we will provide you with a package of the fully-executed documents relating to this transaction.

Should you have any questions regarding the enclosed documents, please contact Maria Araujo at 858.964.0282. A return-addressed, pre-paid Federal Express envelope is included for your convenience.

Sincerely,

Md7, LLC

Thomas E. Leddo
Vice President

Enclosures

T-Mobile

T-Mobile Towers – National Development
For Internal Use Only – Proprietary & Confidential

Expiration Amendment Legal Review

Submitted By: _____ **Date:** _____ ☐ AM ☐ PM

Amendment Information:		
Site ID: SD05277A	**Site Name:** SD277 Bonita Valley Suite	**Landlord:** Wulff Partnership, L.P., and Gerald Allen Smith and Pamela Ann Smith, Co-Trustees

Regional Counsel Approval:		
Signature:		Date:
Reviewed By:		
Attorney Comments:		

Please find attached the Tenant Agreements and supporting documentation for the above referenced site as ***REQUIRED*** by the following checklist:

Checklist Items:	**Initials**
1. Two (2) originals of Expiration Amendment and two (2) originals of Memorandum (if applicable) for T-Mobile signature	
2. All Exhibits are complete and the following are included: ☐ SLA Summary ☐ Lease Amendment ☐ Memorandum to Lease **OR** ☐ Memorandum to Expiration Amendment **AND** ☐ Schedule of Modified Rent ☐ Additional Terms (if applicable) ☐ W-9 Form (if applicable)	
3. T-Mobile USA Entity Name is correct throughout Agreement and matches Prime Lease OR Entity Name has been updated to current entity and the appropriate f/k/a or successor language inserted. *Refer to List of T-Mobile USA Corporations*	
4. Owner information matches lease history or records of transfer are included.	

All Amendments MUST meet the above criteria AND include the listed support documentation upon transmitting to Legal for review.

T-Mobile Manager Approval: _____ Date: 5·2011

md7 Love your lease.

Site Lease Amendment Summary

T · ·Mobile·

SD06277A

Site Information			
Site ID	SD06277A	Site Type	Building
Lease ID	SD06277A	Landlord Name	
Site Name	SD277 Bonita Valley Suite	Contact Name	Gerald Allen And Pamela Ann Smith
Region	West	Notice Address	P.O. Box 126, Temecula, CA 92593-0126
Market	SAN DIEGO	Phone Number	(951) 303-8424
Site Address	4041 - 4045 Bonita Road, Bonita, CA 91902		

Savings Metrics			
Deal Type	Expiration Amd	5 Year NPV	($1,970.20)
Gross Operating Savings % (20yr)	0.83 %	10 Year NPV	($1,577.58)
Gross Operating Savings $ (20yr)	$2,185.10	MD7 Fees	$2,500.00
Gross Operating Savings NPV $ (20yr)	$1,213.38	NPV Payback Period (years)	2.42
Net Operating Savings NPV $ (20yr)	($1,286.62)	Fiscal Year Cash Savings $	$25.27

Current Lease Parameters			
Current Lease Commencement Date	12/8/1996	Current Escalator Type	Percent
Current Rent Effective Date	5/1/2011	Current Escalator	2.00 %
Current Rent	$1,263.55	Current Escalator Period (months)	12
Current Rent Frequency (months)	1	Current Escalator Effective Date	12/8/2011

Current Lease Rights		Section Reference	Notes
- 24/7 Access	Yes	6(c) of Lease	
- Expansion of Premises	No		
- Expansion of Use	Yes	2 and 6(b) of Lease	
- Utilities	Yes	6(e) and 6(f) of Lease and 1 of First Amendment	
- Sublease/Assign			
- Assignment with Notice	Yes	13 of Lease	
- Secured Parties	No		
- Sublease with Notice	No		

Amendment Parameters (see Attachment 1 for rent details)			
Amendment Effective Date	5/1/2011	Amendment Expiration Date	4/30/2031
New Rent	$1,263.55	New Escalator Type	Percent
New Rent Frequency (months)	1	New Escalator	2.00 %
Rent Lock-In Commencement Date	N/A	New Escalator Period (months)	12
Rent Lock-In Expiration Date	N/A	New Next Escalator Date	5/1/2012
Rent Holiday (months)	N/A	Rent During Holiday	N/A

Enhancement Captured		Notes
- 24/7 Access	No	
- Expansion of Premises	Yes - Pre-Approved Fallback	
- Expansion of Use	Yes - Pre-Approved Fallback	
- Reasonableness	Yes - Standard	
- Renewals	through 4/30/2031	
- Utilities	No	
- Sublease/Assign		
- Assignment with Notice	No	
- Secured Parties	No	
- Sublease with Notice	No	

Additional Information

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name: Mark S. Rapaport, Esq.
Morgan, Lewis & Bockius LLP
Street Address: 801 S. Grand Ave., Suite 2200
City & State Zip: Los Angeles, CA 90017

Title Order No. _____ Escrow No. _____

220.

DOC # 1997-0450488
SEP 15, 1997 4:59 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 24.00
DC: CC

File 3 Punch Copy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T 355 Legal (2-94)

Grant Deed

A.P.N. 591-251-18

THE UNDERSIGNED GRANTOR(s) DECLARE(s):

DOCUMENTARY TRANSFER TAX IS $ -0-

☐ _____ unincorporated area ☐ City of _____

Parcel No. _____

☐ computed on full value of interest or property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

The Grantor and the Grantee in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property. R&T 11911.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LEONA WULFF hereby GRANTS to WULFF PARTNERSHIP, LLP, a California limited partnership, a 99% interest in her undivided one-half interest in the following described real property in the City of Chula Vista, County of San Diego, State of California:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

(This property more commonly known as 4041-45 Bonita Rd., Bonita, CA 91901.)

Dated 12/17/96

Leona Wulff
LEONA WULFF

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } S.S.

On December 22, 1996 before me, Magdalena Guerrero a Notary Public in and for said County and State, personally appeared LEONA WULFF, 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

Signature Magdalena Guerrero

MAGDALENA GUERRERO
Commission #1101
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Mar 8, 1999

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Leona Wulff, General Partner, c/o Bonita Suites, 4041-45 Bonita Rd., Chula Vista, CA 91901
Name — Street Address — City & State

L401/125268.1

EXHIBIT A

A.P.N. 591-251-18

That portion of Quarter Section 73 of the 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 of said County, described as follows:

PARCEL 1

Beginning at the Easterly terminus of the center line of the County Highway known as "Bonita Road No. 7," being the point of intersection said center line with the center line of the County Highway known as "Road Survey No. 558" as said intersection is shown on the map of said "Road Survey No. 558" on file in the office of the County Surveyor of San Diego County; thence along the center line of said Road Survey No. 558 North 55°23' East 810 feet to the most Easterly corner of that parcel of land described in deed to Bonita-Sunnyside Fire Protection District, recorded March 23, 1953 in Book 4793, page 296 of Official Records; being the TRUE POINT OF BEGINNING; thence along the Northeasterly line of said District's land and the prolongation thereof North 34°37' West 200 feet; thence North 55°23' East 60 feet; thence South 34°37' East, parallel with said District's Northeasterly line, 200 feet to said center line of said County Highway; thence along said center line South 66°25' West 60 feet to the point of beginning.

PARCEL 2

Beginning at the Easterly terminus of the Center line of the County Highway known as Bonita Road No. 7, being the point of intersection of said center line with the center line of the County Highway known as Road Survey No. 558, as said intersection is shown on Map of said Road Survey No. 558, on file in the office of the County Surveyor of said County; thence along the center line of said Road Survey No. 558, North 55°23' East 430 feet to the true point of beginning; thence South 55°23' West 100.00 feet to the most Easterly corner of that parcel of land described in Deed to Morris C. Allen and Dorothea W. Allen, husband and wife, recorded September 1, 1955 in Book 5778, page 561 of Official Records; thence North 34°37' West along the Easterly line of said parcel and the Northerly prolongation thereof 300.00 feet to a line which is parallel with and 300.00 feet Northwesterly at right angles from said center line of Road Survey No. 558; thence along said Parallel line North 55°23' East 100.00 to a line which bears North 34°37' West from the true point of beginning; thence South 34°37' East 300.00 feet to the true point of beginning.

PARCEL 3

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 4

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; 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 to the TRUE POINT OF BEGINNING; thence North 34°38'20" West, 50.00 feet; thence North 55°21'20" East, 59.97 feet; thence South 34°38'20" East, 50.00 feet; thence South 55°21'20" West, 59.97 feet to the TRUE POINT OF BEGINNING.

(This property more commonly known as 4041-45 Bonita Road, Bonita, California 91901.)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name: Mark S. Rapport, Esq.
Morgan, Lewis & Bockius LLP
Street Address: 801 S. Grand Ave., Suite 2200
City & State Zip: Los Angeles, CA 90017

Title Order No. _____ Escrow No. _____

223

DOC # 1997-0450489
SEP 15, 1997 4:59 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 24.00
DC: DC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T 355 Legal (2-94)

Grant Deed

A.P.N. 591-251-18

THE UNDERSIGNED GRANTOR(s) DECLARE(s):
DOCUMENTARY TRANSFER TAX IS $ -0-

☐ _____ unincorporated area ☐ City of _____
Parcel No. _____
☐ computed on full value of interest or property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

The Grantor and the Grantee in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property. R&T 11911.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PAMELA SMITH hereby GRANTS to WULFF PARTNERSHIP, LLP., a California limited partnership, 65% interest in an undivided one-half interest in the following described real property in the City of Chula Vista, County of San Diego, State of California:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE .

(This property more commonly known as 4041-45 Bonita Rd., Bonita, CA 91901.)

Dated 12-17-96

Pamela Smith
PAMELA SMITH

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } S.S.
On December 12, 1996 before me, Emily L. Yawanian, a Notary Public in and for said County and state, personally appeared PAMELA SMITH, 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

Signature Emily L. Yawanian

EMILY L. YAWANIAN
COMM. #1090879
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMMISSION EXPIRES
MARCH 31, 2000

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Leona Wulff, General Partner, c/o Bonita Suites, 4041-45 Bonita Rd. Chula Vista, CA 91901
Name Street Address City & State

LA01/125261.1

EXHIBIT A

A.P.N. 591-251-18

That portion of Quarter Section 73 of the 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 of said County, described as follows:

PARCEL 1

Beginning at the Easterly terminus of the center line of the County Highway known as "Bonita Road No. 7," being the point of intersection of said center line with the center line of the County Highway known as "Road Survey No. 558" as said intersection is shown on the map of said "Road Survey No. 558" on file in the office of the County Surveyor of San Diego County; thence along the center line of said Road Survey No. 558 North 55°23' East 270 feet to the most Easterly corner of that parcel of land described in deed to Bonita-Sunnyside Fire Protection District, recorded March 23, 1953 in Book 4793, page 296 of Official Records; being the TRUE POINT OF BEGINNING; thence along the Northeasterly line of said District's land and the prolongation thereof North 34°37' West 200 feet; thence North 55°23' East 60 feet; thence South 34°37' East, parallel with said District's Northeasterly line, 200 feet to said center line of said County Highway; thence along said center line South 66°25' West 60 feet to the TRUE POINT OF BEGINNING.

PARCEL 2

Beginning at the Easterly terminus of the Center line of the County Highway known as Bonita Road No. 7, being the point of intersection of said center line with the center line of the County Highway known as Road Survey No. 558, as said intersection is shown on Map of said Road Survey No. 558, on file in the office of the County Surveyor of said County; thence along the center line of said Road Survey No. 558, North 55°23' East 430 feet to the TRUE POINT OF BEGINNING; thence South 55°23' West 100.00 feet to the most Easterly corner of that parcel of land described in Deed to Morris C. Allen and Dorothea W. Allen, husband and wife, recorded September 1, 1955 in Book 5778, page 561 of Official Records; thence North 34°37' West along the Easterly line of said parcel and the Northerly prolongation thereof 300.00 feet to a line which is parallel with and 300.00 feet Northwesterly at right angles from said center line of Road Survey No. 558; thence along said Parallel line North 55°23' East 100.00 to a line which bears North 34°37' West from the true point of beginning; thence South 34°37' East 300.00 feet to the TRUE POINT OF BEGINNING.

Love your lease.

SCHEDULE OF MODIFIED RENT

T · ·Mobile·

SITE ID: SD06277A

Please direct all Fee Payments to Md7 Capital Three by wire transfer as follows:

Account Name: Md7, LLC	Wells Fargo Bank, N.A.
Account Number: 3444115913	Southern California Business Banking
ABA Routing Number: 121000248	500 La Terraza Blvd, Suite 200
International SWIFT/TT Code: WFBIUS6S	Escondido, CA 92025

Payee	Wulff Partnership, L.P.
Site Address	4041 - 4045 Bonita Road, Bonita, CA 91902
Lease Commencement Date	11/12/1996
Amendment Commencement Date	5/1/2011
Amendment Expiration Date	4/30/2026
Commencement Date of Rent Lock-In	N/A
Expiration Date of Rent Lock-In	N/A

	Current	New
Rent Frequency	Monthly	Monthly
Annualized Payment Month	N/A	N/A
Escalation Frequency	Annual	Annual
Escalation %	2.00 %	2.00 %
Next Escalator Date	3/1/2012	5/1/2012

Renewal Term	Start Date	End Date
1	5/1/2016	4/30/2021
2	5/1/2021	4/30/2026

Love your lease.

SCHEDULE OF MODIFIED RENT

T-Mobile

SITE ID: SD06277A

Expiration Fee Schedule

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Md7 Fees
5/1/2011		One-time	1			$2,500.00

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable Per Period
5/1/2011	4/30/2012	Monthly	12			$1,263.55
5/1/2012	4/30/2013	Monthly	12			$1,288.82
5/1/2013	4/30/2014	Monthly	12			$1,314.60
5/1/2014	4/30/2015	Monthly	12			$1,340.89
5/1/2015	4/30/2016	Monthly	12			$1,367.71
5/1/2016	4/30/2017	Monthly	12			$1,395.06
5/1/2017	4/30/2018	Monthly	12			$1,422.96
5/1/2018	4/30/2019	Monthly	12			$1,451.42
5/1/2019	4/30/2020	Monthly	12			$1,480.45
5/1/2020	4/30/2021	Monthly	12			$1,510.06
5/1/2021	4/30/2022	Monthly	12			$1,540.26
5/1/2022	4/30/2023	Monthly	12			$1,571.07
5/1/2023	4/30/2024	Monthly	12			$1,602.49
5/1/2024	4/30/2025	Monthly	12			$1,634.54
5/1/2025	4/30/2026	Monthly	12			$1,667.23

LEASE PAYMENT DESIGNEE AUTHORIZATION FORM

To: T-Mobile West Corporation

Re: Fourth Amendment to Communications Site Lease Agreement between **Wulff Partnership, L.P.**, a California limited partnership, as to an undivided 50% interest, and **Gerald Allen Smith and Pamela Ann Smith**, Co-Trustees of the Gerald Allen Smith and Pamela Ann Smith Revocable Trust dated May 19,1998, as to an undivided 50% interest (collectively, the "**Lessor**") and **T-Mobile West Corporation** ("**Lessee**") dated effective as of March 21, 2011 ("**Fourth Amendment**")

Lessor hereby designates **Wulff Partnership, L.P.** as the payee to receive all Rent under the Fourth Amendment referenced above during the Modified Term and any and all Renewal Terms.

Payee's address:

P.O. Box 126
Temecula, CA 92593-0126

Allocated Percentage of Rent: 100%

LESSOR:

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

By: Pamela Ann Smith General Partner
Pamela Ann Smith, General Partner

Date: 3-31-11

Gerald Allen Smith and Pamela Ann Smith,
Co-Trustees of the Gerald Allen Smith and
Pamela Ann Smith Revocable Trust dated
May 19,1998

By: Co-trustee
Gerald Allen Smith, Co-Trustee

Date: 3-31-11

By: Pamela Ann Smith
Pamela Ann Smith, Co-Trustee

Date: 3-31-11

SD06277A

1ST

AMENDMENT

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This First Amendment to the Communications Site Lease Agreement (the "Lease") between Pacific Bell Mobile Services, a California corporation ("Lessee") and Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974 ("Lessor") is dated as of this _____ day of _____, 199___ by and between Lessor and Lessee who agree to amend the Lease in the following particulars only:

1. The following two (2) new paragraphs are hereby added to the Lease as subsection (h) to Section 6. "Improvements; Access":

(h) Electricity for the Premises shall be furnished by Lessor and Lessee shall pay Lessor as additional rent the cost of the electricity provided to the Premises and attributable to Lessee's use ("Utility Charge'). Lessee shall pay the estimated cost of the Utility Charge monthly in advance together with monthly Rent. The parties estimate the Utility Charge to be Sixty Dollars ($60.00) per month.

Lessee shall install an "E-MON-D-MON" meter to allow Lessor to monitor the use of electricity by Lessee. If during the Term of this Lease, the use of electricity by Lessee increases so that the actual Utility Charge exceeds the parties estimate of the Utility Charge hereinabove, Lessee shall reimburse Lessor for that portion of the Utility Charge in excess of the estimate, provided, however, that as a condition of Lessee's obligation to pay such excess, Lessor shall provide Lessee the documentation from the "E-MON-D-MON" meter and Utility Company, reasonably acceptable to Lessee indicating such excess Utility Charge is due to the increase in Lessee's use of electricity provided to the Premises by Lessor.

2. Except as set forth in this First Amendment to the Communications Site Lease Agreement, all the provisions of the Lease remain unchanged and in full force and effect. In the event of any inconsistency between the provisions and conditions of the Lease and this First Amendment, the provisions and conditions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Communications Site Lease Agreement as of the date first written above.

ATTEST WITNESS

Carolyn M. Farrell

Date: 10-10-96

LESSOR

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

By: Leona T. Wulff

Name: Leona T. Wulff

Title: Co-Trustee

Date: Oct. 10, 1996

ATTEST WITNESS

_____

Date: _____

LESSEE

PACIFIC BELL MOBILE SERVICES

A CALIFORNIA CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

2ND AMENDMENT

SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This Second Amendment to the Communications Site Lease Agreement (the "Lease") between **Pacific Bell Wireless,** a Nevada Limited Liability company, formerly doing business as Pacific Bell Mobile Services, ("Lessee") and **Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974** ("Lessor") is dated as of this 25th day of October, 1999 by and between Lessor and Lessee who agree to amend the Lease in the following particulars only:

Paragraph 5(c) Rent shall be deleted and replaced with the following:

5. (c) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to two (2%) percent of the Rent for the previous year.

Except as set forth in this Second Amendment to the Communications Site Lease Agreement, all the provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Communications Site Lease Agreement 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

Name: Leona T. Wulff

Title: Co-Trustee

LESSEE: **PACIFIC BELL WIRELESS**

By: M. A. Appel

Name: Mark A. Appel

Title: Director, Network Deployment and Operations

3RD

AMENDMENT.

THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT ("Third Amendment") between PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a CINGULAR WIRELESS ("Lessee") and LEONA T. WULFF, CO-TRUSTEE OF THE VICTOR L. WULFF FAMILY TRUST, DATED AUGUST 14, 1974 ("Lessor") is dated as of this 26th day of September, 2001.

RECITALS

A. Lessor and Lessee (previously known as Pacific Bell Mobile Services, a California corporation) have entered into that certain Communications Site Lease Agreement dated August 23rd, 1996 (the "Lease") as previously amended.

B. Lessee desires to install additional communications equipment and to expand and/or reconfigure its Premises ("Alteration"). The proposed Alteration is depicted in Attachment 1.

C. Lessor and Lessee now wish to amend the Lease pursuant to this Third Amendment.

NOW, THEREFORE, the Lease is hereby amended as follows:

1. In consideration of this Third Amendment, and upon commencement of construction of the Alteration, Lessee shall increase Rent to Nine Hundred and 00/100 Dollars ($900.00) per month. Upon completion of construction, Attachment 1 shall supplement Exhibit "B" to the Lease, so as to depict any Alteration.

2. In consideration of this Third Amendment, and upon commencement of construction of the Alteration, Lessee shall increase the Utility Charge to One Hundred Ten and 00/100 Dollars ($110.00) per month.

3. Capitalized terms used in this Third Amendment without definition shall have the meaning ascribed to such terms in the Lease.

4. Except as amended by this Third Amendment, the provisions of the Lease remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Communications Site Lease Agreement as of the date first above written.

LESSOR

LEONA T. WULFF, CO-TRUSTEE OF THE

VICTOR L. WULFF FAMILY TRUST,

DATED AUGUST 14, 1974

By: Leona T. Wulff

Name: Leona T. Wulff

Title: Co-Trustee

Date: 10.10.01

LESSEE

PACIFIC BELL WIRELESS, LLC,

A NEVADA LIMITED LIABILITY COMPANY,

d/b/a CINGULAR WIRELESS

By: Charles Vranek

Name: Charles Vranek

Title: Vice President, Special Projects/Real Estate

Date: 10/21/01

Initials: L W

ATTACHMENT 1

The Premises consist of those specific areas described/shown below where Lessee's communications antennas, equipment and cables occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

* *Please See Attached.*

Notes:

1. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
2. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Initials: L W

4TH
AMENDMENT
2023

THERE IS ALSO A 4TH
AMENDMENT DONE IN
2011.

cingular
WIRELESS

March 5, 2003

Sent Via Airborne Express

Ms. Caroline Farrell
Bonita Valley Suites
4045 Bonita Road, Suite 212
Bonita, California 91902

RE: Modification of Existing Cingular Wireless Facility at 4045 Bonita Road, Bonita.

Dear Caroline,

Enclosed is a fully executed Fourth Amendment to the Communications Site Lease Agreement. I have also sent a copy of our drawings to AT&T for their review and approval. Thank you again for all your cooperation.

Sincerely,

Rodney Philhower, *agent*
for Cingular Wireless

enclosure

FOURTH AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT ("Fourth Amendment") between PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a CINGULAR WIRELESS ("Lessee") and LEONA T. WULFF, CO-TRUSTEE OF THE VICTOR L. WULFF FAMILY TRUST, DATED AUGUST 14, 1974 ("Lessor") is dated as of this 13th day of February, 2003.

RECITALS

A. Lessor and Lessee (previously known as Pacific Bell Mobile Services, a California corporation) have entered into that certain Communications Site Lease Agreement dated August 23rd, 1996 (the "Lease") as previously amended.

B. Lessee desires to install additional communications equipment and to reconfigure its Premises ("Alteration"). The proposed Alteration is depicted in Attachment 1.

C. Lessor and Lessee now wish to amend the Lease pursuant to this Fourth Amendment.

NOW, THEREFORE, the Lease is hereby amended as follows:

1. In consideration of this Fourth Amendment, and upon commencement of construction of the Alteration, Lessee shall increase Rent to One Thousand One Hundred and 00/100 Dollars ($1,100.00) per month. Upon completion of construction, Attachment 1 shall supplement Exhibit "B" to the Lease, so as to depict any Alteration.

2. Capitalized terms used in this Fourth Amendment without definition shall have the meaning ascribed to such terms in the Lease.

3. Except as amended by this Fourth Amendment, the provisions of the Lease remain unchanged and in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Communications Site Lease Agreement as of the date first above written.

LESSOR:

LEONA T. WULFF, CO-TRUSTEE OF THE

VICTOR L. WULFF FAMILY TRUST,

DATED AUGUST 14, 1974

By: Leona T. Wulff

Name: Leona T. Wulff

Title: Co-Trustee

Date: Feb. 27, 2003

LESSEE:

PACIFIC BELL WIRELESS, LLC,

A NEVADA LIMITED LIABILITY COMPANY,

d/b/a CINGULAR WIRELESS

By: GSM FACILITIES, LLC,
its sole member,

By: CINGULAR WIRELESS, LLC,
its agent

By: M. A. Appel

Name: Mark A. Appel

Title: Director Network Operations

Date: 04 MAR 03

ATTACHMENT 1

The Premises consist of those specific areas described/shown below where Lessee's communications antennas, equipment and cables occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

* *Please See Attached.*

Notes:

1. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
2. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

cingular SM WIRELESS

SD-277-01
BONITA VALLEY SUITES

4045 BONITA ROAD
SAN DIEGO, CA 91902

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF (2) TWO NEW PANEL ANTENNAS FOR AN EXISTING CINGULAR WIRELESS TELECOMMUNICATIONS SITE.

A TOTAL OF (2) NEW ANTENNAS WILL BE INSTALLED ON AN EXISTING PARAPET.

THE FACILITY WILL ENHANCE THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE COUNTY AND SURROUNDING CITIES BY PROVIDING MORE RELIABLE CELLULAR COMMUNICATION AT THIS LOCATION.

PROJECT DATA

SITE ADDRESS:
4045 BONITA ROAD
SAN DIEGO, CA 91902

ASSESSORS PARCEL NUMBER:
591-251-15

LATITUDE:
32-39-32.8

LONGITUDE:
117-02-024.4

TOTAL SITE AREA:
.95 ACRES

EXISTING FLOOR AREA:
23,400 SQ. FT.

PROPOSED PROJECT AREA:
NONE

EXISTING TYPE OF CONSTRUCTION:
S-1-HR

EXISTING ZONING:
CC-O

JURISDICTION:
CITY OF CHULA VISTA

CURRENT USE:
OFFICE

EXISTING OCCUPANCY:
B-1

PROPOSED OCCUPANCY:
NONE (EXTERIOR ANTENNAS)

WATER/SEWAGE:
NOT APPLICABLE

UTILITIES:

ELECTRICAL: SDGE

TELEPHONE: PAC BELL

FIRE DEPT.: CITY OF CHULA VISTA

LEGAL DESCRIPTION

(EX SBE MAP 2748-37-119) D78-213075&PAR 1 PER PM 2301 IN QSEC73

CONTACTS

PROJECT MANAGEMENT:
CINGULAR WIRELESS
6170 CORNERSTONE ST., SUITE 180
SAN DIEGO, CA 92121

CONSTRUCTION REPRESENTATIVE
JOHN CORSIANCO
CINGULAR WIRELESS
6170 CORNERSTONE ST., SUITE 180
SAN DIEGO, CA 92121

PLANNING REPRESENTATIVE
SHELLY KILBORN
CINGULAR WIRELESS
6170 CORNERSTONE ST., SUITE 180
SAN DIEGO, CA 92121

SITE ACQUISITION MANAGER:
RODNEY PHENOWER
CINGULAR WIRELESS
302 STATE PLACE
ESCONDIDO, CA 92029
619.220.2260 PHONE

R.F. ENGINEERING REPRESENTATIVE
WILLY AZZO
CINGULAR WIRELESS
6170 CORNERSTONE ST., SUITE 180
SAN DIEGO, CA 92121
858.642.5445 PHONE

PROPERTY OWNER:
LEORA T. WULFF
4045 BONITA ROAD SUITE 212
BONITA, CA 91903

ARCHITECT:
DI DONATO ASSOCIATES
3939 FIRST AVE. SUITE 100
SAN DIEGO, CA 92103
619.299.4210 PHONE
619.299.4250 FAX
ddamail@aol.com

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOW APPLICABLE CODES:

CALIFORNIA STATE BUILDING CODE, TITLE 24

CALIFORNIA BUILDING CODE, 2001 EDITION

CALIFORNIA PLUMBING CODE, 2001 EDITION

CALIFORNIA MECHANICAL CODE, 2001 EDITION

CALIFORNIA ELECTRICAL CODE, 2001 EDITION

CALIFORNIA FIRE CODE, 2001 EDITION

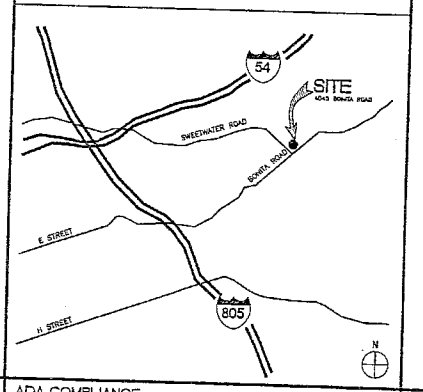
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

DIRECTIONS

DRIVING DIRECTIONS FROM DOWNTOWN SAN DIEGO:

- TAKE I-805 SOUTH TO E ST.
- TAKE BONITA ROAD EAST 2-3 MIN.
- SITE IS ON THE LEFT SIDE OF THE STREET

VICINITY MAP



ADA COMPLIANCE

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. WIRELESS TELECOMMUNICATIONS MECHANICAL EQUIPMENT ROOMS ARE EXEMPT FROM REQUIREMENTS TO PROVIDE BUILDING UPGRADES FOR DISABLED ACCESS PER THE FOLLOWING:

CBC SECTION 1032B-BUILDING ACCESSIBILITY
CAL ACS ACCESSIBILITY STANDARDS INTERPRETIVE MANUAL

SHEET INDEX

APPROVALS

CONSTRUCTION REPRESENTATIVE	
R.F. ENGINEERING REPRESENTATIVE	
PLANNING REPRESENTATIVE	
SITE ACQUISITION MANAGER	

ENGINEER/CONSULTANT

ARCHITECT
Di Donato Associates
3939 FIRST AVENUE - SUITE 100
SAN DIEGO, CA 92103
TEL: 619.299.4210 - FAX: 619.299.4250
ddamail@aol.com
0301.02

APPLICANT
cingular WIRELESS

SD277-01
BONITA VALLEY SUITES
4045 BONITA ROAD
SAN DIEGO, CA 92103
TITLE SHEET

ISSUE DATES			
#	DATE	BY	STATUS
1	09/17/03	MKC	REVIEW SET
2	10/31/03	MKC	SUBMIT

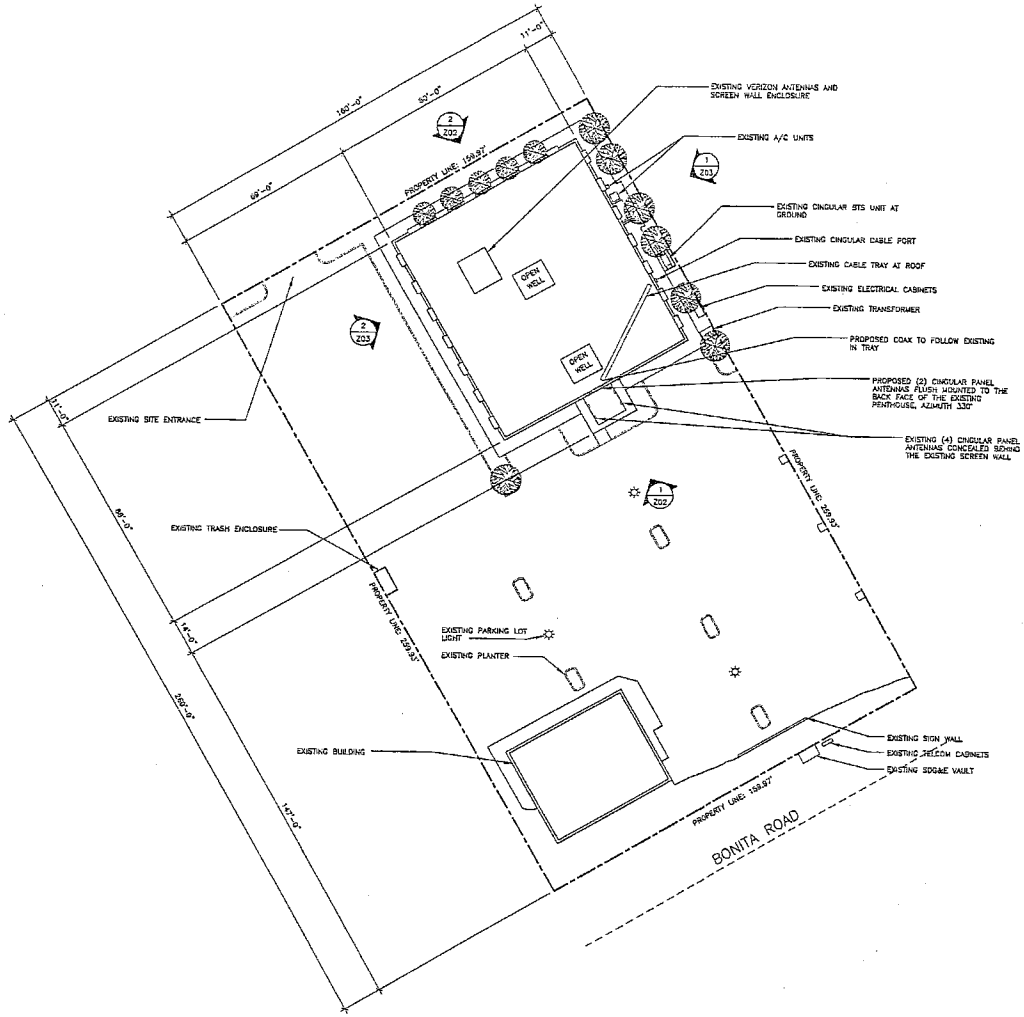
REVISIONS			

	DRAWN	CHECKED	APP.
		AD	AD

T01

0301.02

PLOT SCALE 1 = 1 (SHOW 'X' SIZE)



SITE PLAN

SCALE: 1" = 20'-0"

1

ENGINEER/CONSULTANT

ARCHITECT

Di Donato Associates
3999 FIRST AVENUE, SUITE 100
SAN DIEGO, CA 92103
T 619.297.4766 F 619.297.4249
Administration

0301.02

APPLICANT

cingular WIRELESS

S9277-01

BONITA VALLEY SUITES

4015 BONITA ROAD
SAN DIEGO, CA 92103

SITE PLAN

ISSUE DATES

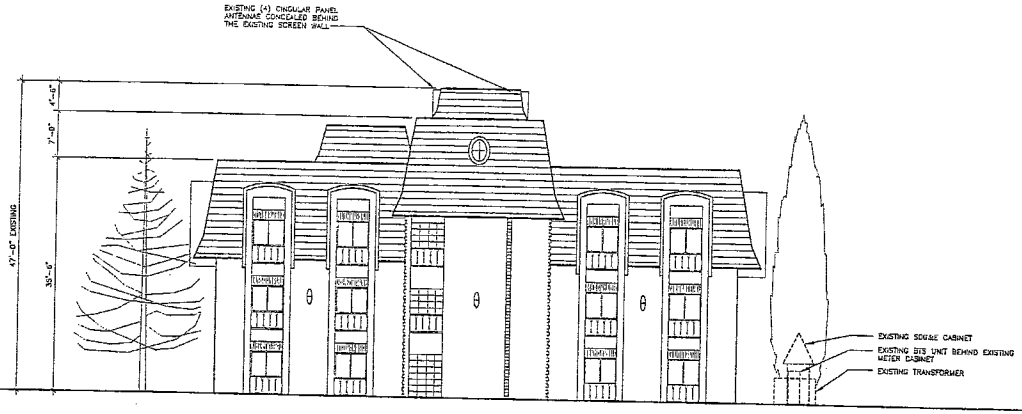
#	DATE	BY	STATUS	CHECKED	APV.
1	01/12/03	MKK	REVIEW SET	AD	
2	02/11/03	MKK	SUBMIT	AD	

REVISIONS

A01

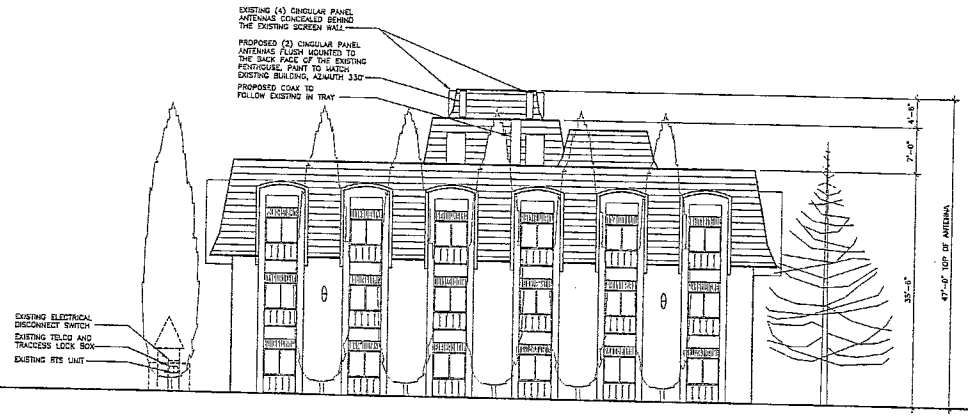
0301.02

PLOT SCALE 1 : 1 (24x36 1" SEED)



SOUTH ELEVATION

SCALE: 1/8" = 1'-0" | 1



NORTH ELEVATION

SCALE: 1/8" = 1'-0" | 2

ENGINEER/CONSULTANT

ARCHITECT

Di Donato Associates
7910 FRASER AVENUE · 858/77 FAX
SAN DIEGO, CA 92037
Tel 858/454-0500 · FAX 858/454-0505
AdonatoDi@aol.com

0301.02

APPLICANT

cingular WIRELESS

S0277-01

BONITA VALLEY SUITES

4545 BONITA ROAD
SAN DIEGO, CA 91913

EXTERIOR ELEVATIONS

ISSUE DATES

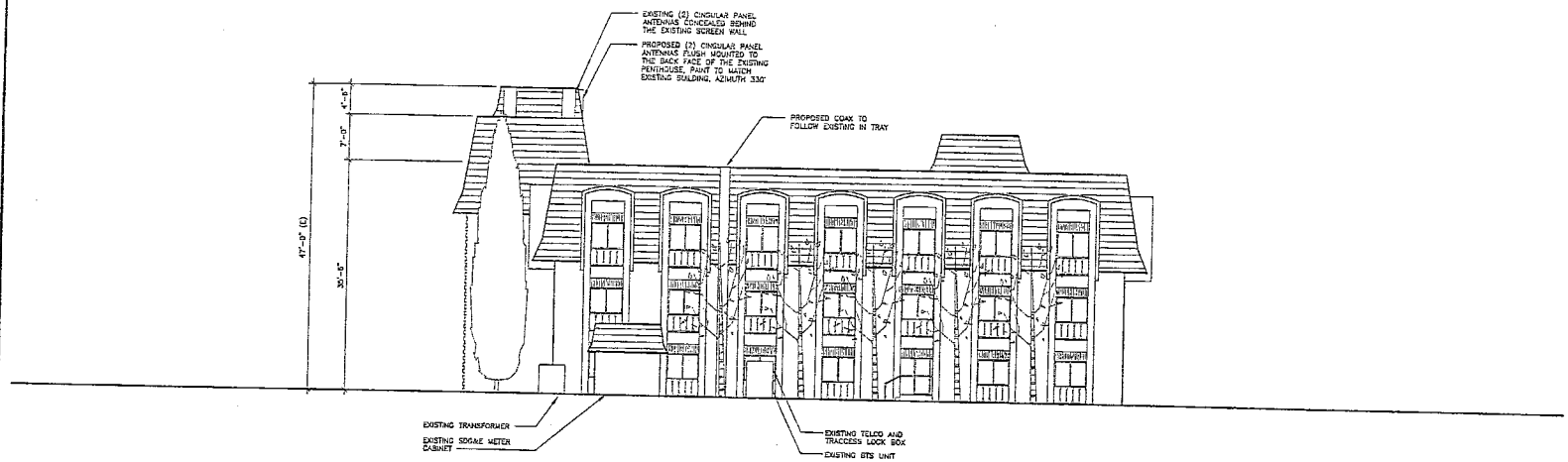
#	DATE	BY	DRAWN	CHECKED	APP.
1	02/12/03	MKS	SCRIBE SD	AD	
2	02/19/03	MKS	SCRIBE	AD	

REVISIONS

A02

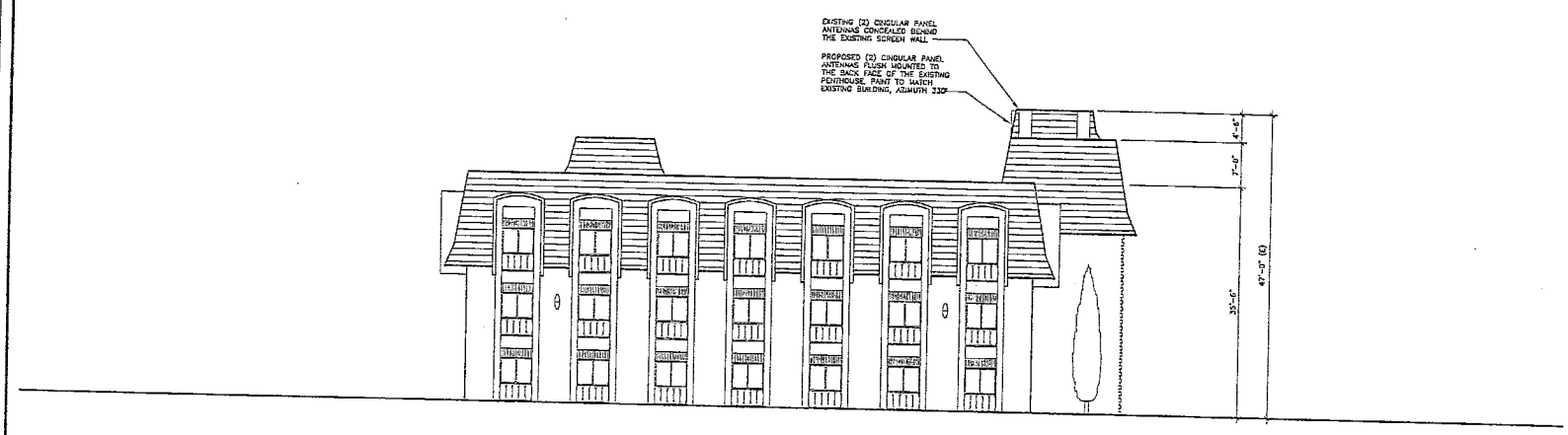
0301.02

PLOT SCALE 1 : 1 (24x36 "D" SIZE)



EAST ELEVATION

SCALE: 1/8" = 1'-0" | 1



WEST ELEVATION

SCALE: 1/8" = 1'-0" | 2

DENIED

ENGINEER/CONSULTANT

ARCHITECT

Di Donato Associates
ARCHITECTURE, INC.
3 MIRA VISTA CENTRAL • SUITE 100
SAN DIEGO, CA 92123
TEL 619.296.6220 • FAX 619.296.7290
www.dicarlo.com

0301.02

APPLICANT

cingular WIRELESS

50277-01

BONITA VALLEY SUITES

4016 SORRA ROAD
SAN DIEGO, CA 92103

EXTERIOR ELEVATIONS

ISSUE DATES

#	DATE	BY	STATUS	CHECKED	APP.
1	02/12/03	MKC	REVIEW SET	AD	
2	03/19/03	MKC	SUBMIT	AD	

REVISIONS

A03

0301.02

PLOT SCALE 1:1 (24x36 "D" SIZE)

4TH
AMENDMENT
2011

T-Mobile

2380 A Bisso Lane
Concord, CA 94520
925/288-6628 office
925/288-6730 fax

June 15, 2011

VIA USPS Certified Mail

Wulff Partnership, L.P.
Attn: Gerald Allen and Pamela Ann Smith
P.O. Box 126
Temecula, CA 92593

Re: Bonita Valley
SD06277A
4041-4045 Bonita Road, Bonita CA 91902

Dear Landlord:

In connection with the Md7 Capital Three, LLC transaction, enclosed please find the original fully executed document(s) for your records.

Should you have any questions during the Lease period, please feel free to contact our Landlord Hotline at 1-877-373-0093 or email at propertymanagement@t-mobile.com

Sincerely,

Rachel Benton
T-Mobile
Property Management

Site ID: SD06277A
Site Address: 4041 - 4045 Bonita Road, Bonita, CA 91902

FOURTH AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("**Fourth Amendment**") is entered into effective as of March 21, 2011 ("**Effective Date**"), by and between **Wulff Partnership, L.P.**, a California limited partnership, as to an undivided 50% interest, and **Gerald Allen Smith and Pamela Ann Smith**, Co-Trustees of the Gerald Allen Smith and Pamela Ann Smith Revocable Trust dated May 19,1998, as to an undivided 50% interest, as successors in interest to Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974 (together with its successors and assigns, collectively, the "**Lessor**"), and **T-Mobile West Corporation**, a Delaware corporation, as successor in interest to Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless (together with its successors and assigns, "**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain Communications Site Lease Agreement dated August 23, 1996, as amended by First Amendment to Communications Site Lease Agreement dated October 10, 1996, as amended by Second Amendment to Communications Site Lease Agreement dated October 25, 1999, and further amended by Third Amendment to the Communications Site Lease Agreement dated September 26, 2001 (collectively, the "**Lease**"), whereby Lessor leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Lease (collectively, the "**Premises**"), that are a portion of the property located at **4041 - 4045 Bonita Road, Bonita, CA 91902** (hereinafter "Lessor's Property," as defined in the Lease, will be referred to as the "**Property**");

WHEREAS, Lessor and Lessee desire to modify Lessee's rent obligations under the Lease;

WHEREAS, Lessor and Lessee desire to add additional renewal terms to the Lease; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Term**. The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on May 1, 2011 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on April 30, 2016 (the "**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms**. Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the Lease, Lessee shall have the right to renew the Lease for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the Lease, without further action by Lessee, unless Lessee provides Lessor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent**. Commencing on the Extension Date, the rent payable under the Lease during the Modified Term and any and all Renewal Terms ("**Rent**") shall be made in the amounts and frequency as designated on **Schedule II** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Notices**. All notices, requests, demands and communications under the Lease, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

Wulff Partnership, L.P.
Attn: Gerald Allen Smith
and Pamela Ann Smith
P.O. Box 126
Temecula, CA 92593-0126

LESSEE:

T-Mobile West Corporation
1855 Gateway Boulevard
Suite 900
Concord, CA 94520
Attn: Lease Administrator SD06277A

With a copy to:

Attn: Legal Department SD06277A

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: PCS Lease Administrator SD06277A

And with a copy to:

Attn: Legal Department SD06277A

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

5. **Lessor Required Consents**. Lessor represents and warrants that Lessor has obtained all required consents in connection with entering into this Fourth Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Recording of Documents**. Lessor approves the recording of the Memorandum of Lease attached hereto as **Exhibit A** and incorporated herein in the recording jurisdiction where the Property is located.

8. **Other Terms and Conditions Remain**. The Lease is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein, if applicable. In the event of any inconsistencies between the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall govern and control. Except as expressly set forth in this Fourth Amendment, the Lease otherwise is unmodified and remains in full force and effect. This Fourth Amendment may be executed in multiple counterparts.

9. **Miscellaneous**. Lessor acknowledges that: (a) Lessor has read and understands this Fourth Amendment and the underlying Lease and (b) Lessor has been advised and is informed that should Lessor not enter into this Fourth Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Fourth Amendment effective as of the date set forth above.

LESSOR:

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

By: Pamela Ann Smith, General Partner
Pamela Ann Smith, General Partner

Gerald Allen Smith and Pamela Ann Smith,
Co-Trustees of the Gerald Allen Smith and
Pamela Ann Smith Revocable Trust dated
May 19,1998

By: Co-TRUSTEE
Gerald Allen Smith, Co-Trustee

By: Pamela Ann Smith co-Trustee
Pamela Ann Smith, Co-Trustee

LESSEE:

T-Mobile West Corporation,
a Delaware corporation

By: _____

Print Name: Chris Eldridge

Title: Director of Regional Development

The following provisions shall supplement and amend the Lease:

1. **Expansion of Permitted Use**. Lessor hereby agrees that Lessee shall have the right, without the requirement of obtaining Lessor's consent, to modify, supplement, replace, upgrade, expand or refurbish the equipment related to Lessee's communications facility ("**Communications Facility**"), increase the number of antennas thereon, modify its operating frequencies or relocate the Communications Facility within the Premises at any time during the term of this Lease or any Renewal Term, provided Lessee complies with all applicable laws. Lessor shall cooperate with Lessee in all respects in connection with the foregoing. If Lessor does not comply with the terms of this section, Lessee may exercise all of its rights and remedies under law or equity, including, without limitation, terminating this Lease and, upon such termination, shall have no further liability to Lessor. Notwithstanding the above, any such modifications, supplements, replacements, upgrades, expansions or refurbishments must comply with any and all existing non-interference and height restriction provisions set forth in this Lease.

2. **Expansion of Premises**. Lessor grants Lessee the right, on a space available basis, to enlarge the Premises (the "**Additional Premises**"), so that Lessee may implement any necessary modifications, supplements, replacements, refurbishments or expansions to the Communications Facility or to any equipment related thereto, as determined by Lessee in its sole discretion. In the event Lessee requires Additional Premises for such purposes, the monthly Rent payable for such Additional Premises shall be the lesser of the then current monthly per square foot rent or One Dollar and Fifty Cents ($1.50) per square foot (the "**Additional Premises Rent**"). The Additional Premises Rent shall be compensation for space utilized by the expansion of Lessee's room/cabinet/ground area and for expansion of the antenna area(s) beyond the Premises, but Lessee's addition of coaxial cables, raceways, conduits and other ancillary equipment and such related space usage, shall not require or result in Additional Premises Rent or any other compensation to Lessor. The Additional Premises Rent shall be payable to Lessor at the times and in the manner set forth in this Lease for payment of Rent and shall be subject to adjustment (if applicable) from time to time in the same manner and percentage set forth in this Lease for adjustments to Rent, if any. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to affect and memorialize the lease of the Additional Premises to Lessee. Lessor and Lessee agree that each and every reference in this Lease to the "Premises" shall also include the "Additional Premises" (if any). Unless Lessor otherwise agrees, the Additional Premises square footage will not exceed an area equal to the current square footage of the Premises, and the configuration of the Additional Premises shall be subject to Lessor's reasonable approval.

3. **Reasonableness**. If any consent, authorization or approval of either party is required or requested by the other party under or in connection with this Lease, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

4. **Assignment**. Lessor shall have the right to assign or otherwise transfer the Lease and the easements granted therein upon written notice to Lessee, except for the following: any assignment or transfer of the Lease which is separate and distinct from a transfer of Lessor's entire right, title and interest in the Property shall require the prior written consent of Lessee which may be withheld in Lessee's sole discretion. Upon Lessee's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Lessee's consent, if required, Lessor shall be relieved of all liabilities and obligations under the Lease and Lessee shall look solely to the assignee for performance under the Lease and all obligations thereunder.

SCHEDULE II

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	5/1/2016	4/30/2021
2	5/1/2021	4/30/2026

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
5/1/2011	4/30/2012	Monthly	12			$1,263.55
5/1/2012	4/30/2013	Monthly	12			$1,288.82
5/1/2013	4/30/2014	Monthly	12			$1,314.60
5/1/2014	4/30/2015	Monthly	12			$1,340.89
5/1/2015	4/30/2016	Monthly	12			$1,367.71
5/1/2016	4/30/2017	Monthly	12			$1,395.06
5/1/2017	4/30/2018	Monthly	12			$1,422.96
5/1/2018	4/30/2019	Monthly	12			$1,451.42
5/1/2019	4/30/2020	Monthly	12			$1,480.45
5/1/2020	4/30/2021	Monthly	12			$1,510.06
5/1/2021	4/30/2022	Monthly	12			$1,540.26
5/1/2022	4/30/2023	Monthly	12			$1,571.07
5/1/2023	4/30/2024	Monthly	12			$1,602.49
5/1/2024	4/30/2025	Monthly	12			$1,634.54
5/1/2025	4/30/2026	Monthly	12			$1,667.23

cingular WIRELESS

March 17, 2004

Leona Wulff
4045 Bonita Road, Suite 212
Bonita CA 91902-1390

Subject: Notice of Rent Increase for Leona T. Wulff
Site: SD-277-01

Dear Lessor:

Pursuant to the Fourth Amendment to Communications Site Lease Agreement for the aforementioned site, this letter will serve as notification that effective December 8, 2003 we will be increasing the annual base to $13,200.00.

I have requested payment in the total increase amount of $781.25 for the period from December 8, 2003 up through and including April 30, 2004. The new monthly rent amount will be reflected in the next regular payment after the latter date above.

If you have any questions or concerns, please contact this department on our toll free number, 1-877-231-5447. Please reference on all communications the site name as found on the subject line of this letter to expedite processing of your request.

Sincerely,

Paula Lollis
Real Estate Manager II

cc: Cingular Wireless Project Manager
File

5TH
AMENDMENT

FIFTH AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIFTH AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("Amendment") is made and entered into on 1/20, 2016 ("Effective Date"), by and between DW Bonita Road LLC, a California limited liability company, as successor in interest to Wulff Partnership LP, a California limited partnership, as to an undivided 50% interest, and Gerald Allen Smith and Pamela Ann Smith, Co-Trustees of the Gerald Allen Smith and Pamela Ann Smith Revocable Trust dated May 19, 1998, as to an undivided 50% interest ("Lessor"), and T-Mobile West LLC, a Delaware limited liability company ("Lessee") (collectively the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Lessor and Lessee entered into a COMMUNICATIONS SITE LEASE AGREEMENT, dated August 23, 1996, as amended by that certain First amendment dated October 10, 1996, as amended by that certain Second amendment dated October 25, 1999, as amended by that certain Third amendment dated September 26, 2001, as amended by that certain Fourth amendment dated February 13, 2003, as amended by that certain Fourth amendment dated March 21, 2011, (collectively the "Lease") for leased premises (the "Premises") located at 4041-4045 Bonita Road, Bonita, CA 91902 (the "Property").

B. Lessor and Lessee desire to enter into this Fifth Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessor Consent. Lessor hereby grants Lessee the right and consents to Lessee's expansion of the Premises including an increase in height and new antennas as described and depicted in Exhibit "B-1", which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the "Lessee's Facilities" under the Lease.

3. Electric Meter Installation. Lessee shall install a separate electric meter for Lessee's use. Upon the installation of a separate meter, Tenant will be responsible only to the utility provider for its utility charges.

2. Rent and Costs.

a) The Rent that Lessee pays Lessor will be One Thousand Eight Hundred and no/100 dollars ($1,800.00) per month as of the date of commencement of construction for the modification of the additional equipment ("Rent Commencement Date").

b) During the Term and any Renewal Terms, the monthly Rent shall be increased on each anniversary of the Rent Commencement Date to an amount equal to three (3%) percent of the Rent in effect immediately prior to the adjustment date.

3. Utility Charge Reimbursement. Lessee shall pay to Lessor, in addition to all other sums due under this Amendment, a one-time reimbursement for actual past utility usage in excess of estimated usage in the amount of Six Thousand Two Hundred and no/100 dollars ($6,200.00) within sixty (60) days after Effective Date. Upon Lessee's installation of a new separate electric meter, Lessor has the right to submit to Lessee documentation for reimbursement of actual utility usage in excess of estimated usage for the period beginning September 3, 2015 and ending on the last date of Lessee's use of Lessor's electric meter ("Final Utility Reimbursement"). The parties hereby agree that, excluding the Final Utility Reimbursement, as of the date of this Fifth Amendment, there are no

EXHIBIT B-1

See attached.

Lessor:
DW Bonita Road LLC

By: _____

Name: Mitchell T. Compton

Title: Co-Managing Partner

Date: 1/20/16

Lessee:
T-Mobile West LLC, a limited liability company

By: _____

Name: **Michael Fulton**

Title: **General Manager**
T-Mobile San Diego

Date: 1-19-16

Approved as to form

1/19/16

Site Number: SD06277A
Site Name: Bonita Valley Suite
Market: San Diego

T-Mobile®
Stick Together®

SITE NUMBER: SD06277A
SITE NAME: BONITA VALLEY SUITE
SITE TYPE: ROOF TOP

CITY: BONITA
COUNTY: SAN DIEGO COUNTY
JURISDICTION: CITY OF CHULA VISTA

ZONING DRAWING

IF USING 11"X17" PLOT, DRAWINGS WILL BE HALF SCALE

PROJECT SUMMARY:

SITE ADDRESS:
4045 BONITA RD
BONITA, CA 91902

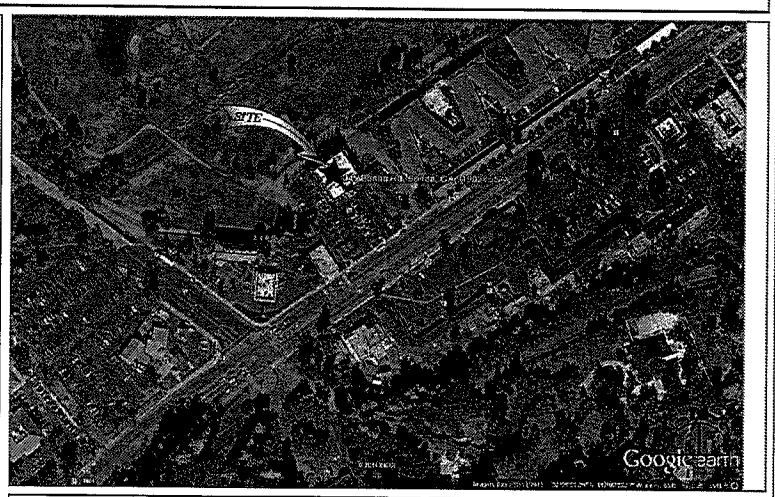
PROPERTY OWNER:
DN BONITA ROAD LLC
PO BOX 1849
BONITA, CA 91908-1849
CONTACT: MITCHELL COMPTON 2
(619) 434-2840

PROJECT DESCRIPTION:
PROJECT ENTAILS THE FOLLOWING:
- SITE #SD06277
- REMOVE (6) EXISTING PANEL ANTENNAS
- INSTALL (6) NEW PANEL ANTENNAS
- REMOVE EXISTING FRP PANELS
- INSTALL NEW FRP PANELS
- EXTEND TOP OF CUPOLA 12"

ZONING: CC-B
LATITUDE: 32° 39'32.34"N
LONGITUDE: 117° 2'24.39"W

SHEET INDEX:

SHEET:	DESCRIPTION:
T-1	TITLE SHEET
A-1	BOUNDARY PLAN
A-2	ENLARGED SITE PLAN
A-3	EXISTING & PROPOSED ANTENNA LAYOUT PLAN
A-4	ARCHITECTURAL ELEVATIONS
A-5	ARCHITECTURAL ELEVATIONS
A-6	ANTENNA SPECIFICATIONS



CONSULTING TEAM:

PROJECT MANAGER:
SMARTLINK
18301 VON KARMAN AVE., STE 910
IRVINE, CA 92612
CONTACT: ROCKI LAW
PHONE: (949) 257-1265
MOBILE: (801) 803-2052
FAX: (410) 263-5470
EMAIL: rocki.law@smartlinklic.com

ARCHITECTURAL ENGINEERING:
NATIONAL ENGINEERING & CONSULTING, INC.
27 ORCHARD
LAKE FOREST, CA 92630
PHONE: (949) 716-9990
FAX: (949) 716-9997

SITE ACQUISITION:
SMARTLINK
18301 VON KARMAN AVE., STE 910
IRVINE, CA 92612
CONTACT: JERROD PLOOF
MOBILE: (858) 344-4444
FAX: (410) 263-5470
EMAIL: jerrod.ploof@smartlinklic.com

ZONING:
SMARTLINK
18301 VON KARMAN AVE., STE 910
IRVINE, CA 92612
CONTACT: JERROD PLOOF
MOBILE: (858) 344-4444
FAX: (410) 263-5470
EMAIL: jerrod.ploof@smartlinklic.com

RF ENGINEER:
T-MOBILE USA
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121
CONTACT: XXXXXXXXXXX
PHONE: XXXXXXXXXXX
EMAIL: XXXXXXXXX@t-mobile.com

CONSTRUCTION MANAGER:
T-MOBILE
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121
CONTACT: KIRT BABCOCK
PHONE: (858) 334-6139
EMAIL: kirt.babcock@t-mobile.com

APPROVALS:

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

	PRINT NAME	SIGNATURE	DATE
LANDLORD			
ZONING REP.			
DEVELOP. MGR			
CONST. MGR			
PROJECT MGR			
ZONING MGR.			
RF ENGINEER			
OPERATIONS			
SAC REP.			

DIRECTIONS FROM SAN DIEGO T-MOBILE OFFICE:
1. HEAD SOUTHEAST ON VISTA SORRENTO PKWY
2. TURN RIGHT ONTO SORRENTO VALLEY RD
3. TURN RIGHT ONTO THE INTERSTATE 805 RAMP
4. MERGE ONTO I-805 S
5. TAKE THE BONITA RD EXIT TOWARD E ST
6. SLIGHT LEFT ONTO BONITA RD

4045 BONITA RD
BONITA, CA 91902

DIGALERT
DIAL TOLL FREE 811 AT LEAST TWO WORKING DAYS BEFORE YOU DIG
USA NORTH UNDERGROUND SERVICE ALERT SERVING CALIFORNIA AND NEVADA

APPLICABLE CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.
1. 2013 CALIFORNIA ADMINISTRATIVE CODE.
2. 2013 CALIFORNIA BUILDING CODE (CBC).
3. 2013 CALIFORNIA ELECTRICAL CODE (CEC).
4. 2013 CALIFORNIA ENERGY CODE.
5. 2013 CALIFORNIA MECHANICAL CODE (CMC).
6. 2013 CALIFORNIA PLUMBING CODE (CPC).
7. ANSI/TIA-222-G LIFE SAFETY CODE NFPA-101
8. LOCAL BUILDING CODE.
9. 2013 CALIFORNIA FIRE CODE. (CFC)
10. 2013 CALIFORNIA GREEN CODE

POWER & TELCO UTILITY CONTACTS

POWER:
POWER COMPANY: SDG&E
CONTACT:
PHONE:

TELCO:
PHONE COMPANY:
CONTACT:
PHONE:

T-Mobile
Stick Together
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL ENGINEERING & CONSULTING, INC
27 ORCHARD, LAKE FOREST, CA 92630
PHONE: (949) 716-9990 | FAX: (949) 716-9997

CONSULTANT:
smartlink
18301 VON KARMAN AVENUE
SUITE 910
IRVINE, CA 92612
PHONE: (949) 257-1265
FAX: (949) 257-1270

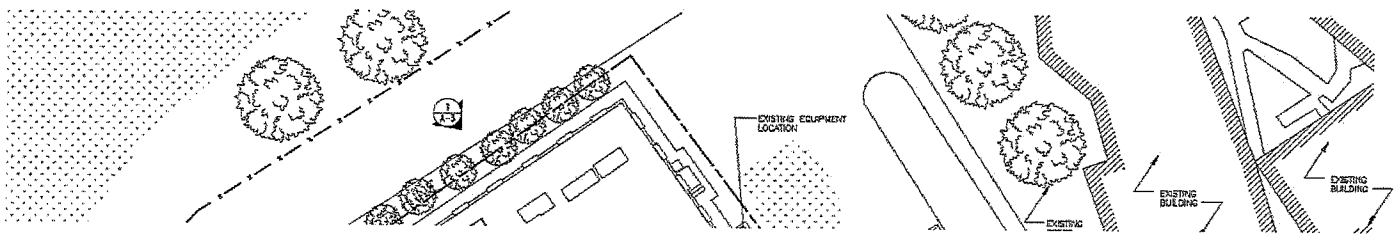
NO.	DATE:	DESCRIPTION:	BY:
1	11/05/14	90% ZONING	FS
2	12/9/14	100% ZONING	FS
3	02/17/15	CLIENT REVISION	FS

SITE INFORMATION:
SD06277
BONITA VALLEY SUITES
4045 BONITA RD
BONITA, CA 91902

SEAL:

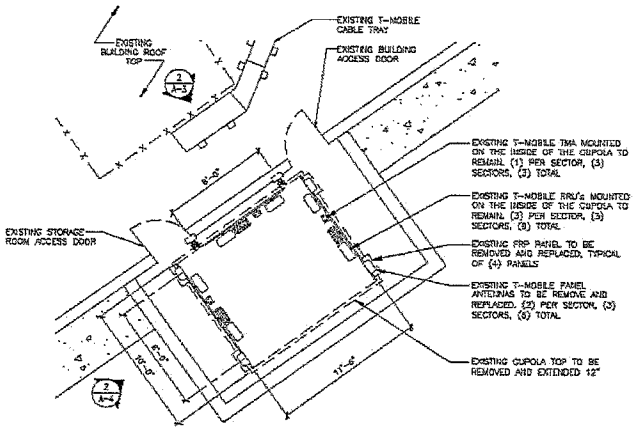
SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

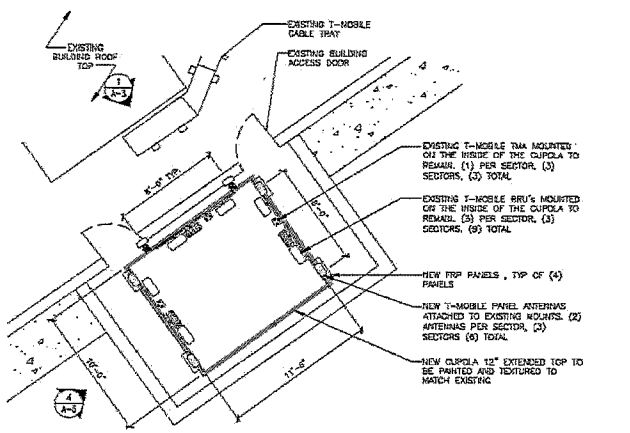


T-Mobile
Stick Together
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121
PLANS PREPARED BY:
NATIONAL ENGINEERING & CONSULTING, INC
CONSULTANT:

Site Number: SD06277A
Site Name: Bonita Valley Suite
Market: San Diego



EXISTING ANTENNA LAYOUT PLAN — SCALE: 1/2"=1'-0" — 1



PROPOSED ANTENNA LAYOUT PLAN — SCALE: 1/2"=1'-0" — 2

T-Mobile
Stick Together
10509 VISTA SORRENTO PARKWAY
SUITE 205
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL ENGINEERING & CONSULTING, INC.
87 CHICKADEE, LAKE FOREST, CA 92630
PHONE: (949) 714-0980 | FAX: (949) 714-0987

CONSULTANT:
smartlink
18001 VON KARMAN AVENUE
SUITE 810
IRVINE, CA 92612
PHONE: (949) 387-1256
FAX: (949) 387-1278

NO.	DATE:	DESCRIPTION:	BY:
1	11/05/14	90% ZONING	FS
2	12/9/14	100% ZONING	FS
3	02/12/15	CLIENT REVISION	FS

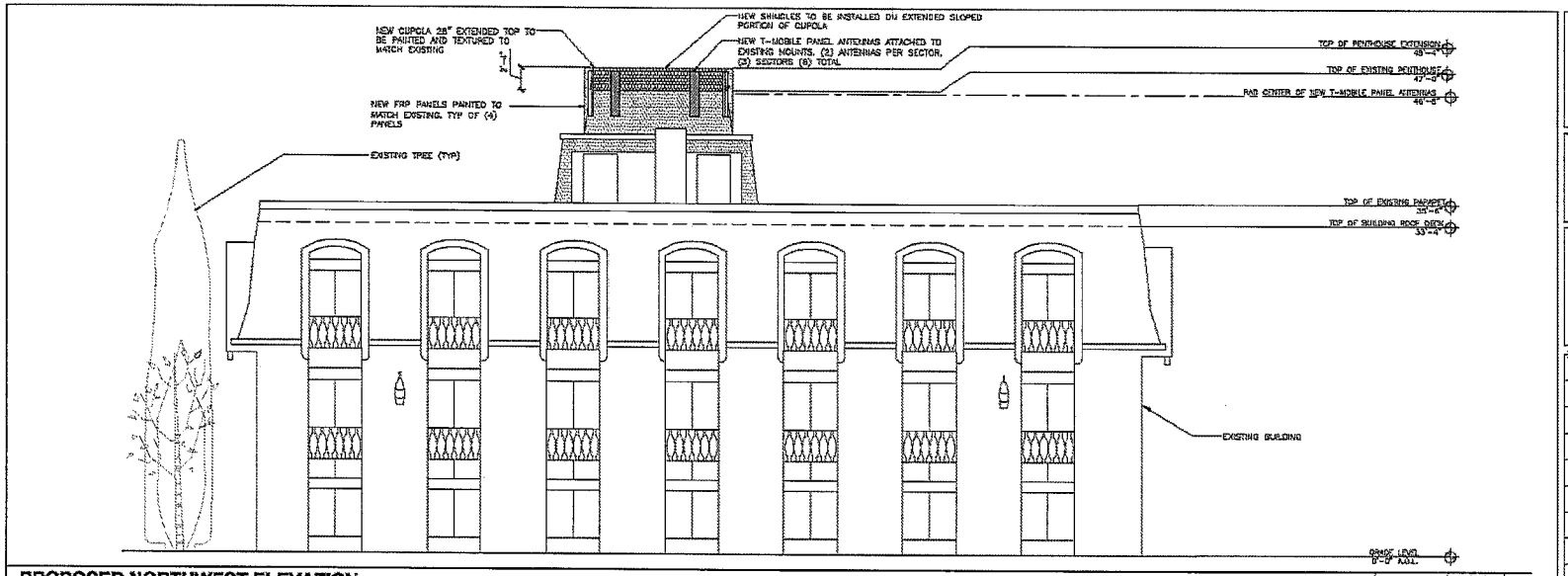
SITE INFORMATION:
SD06277
BONITA VALLEY SUITES
4048 BONITA RD
BONITA, CA 91902

SEAL:

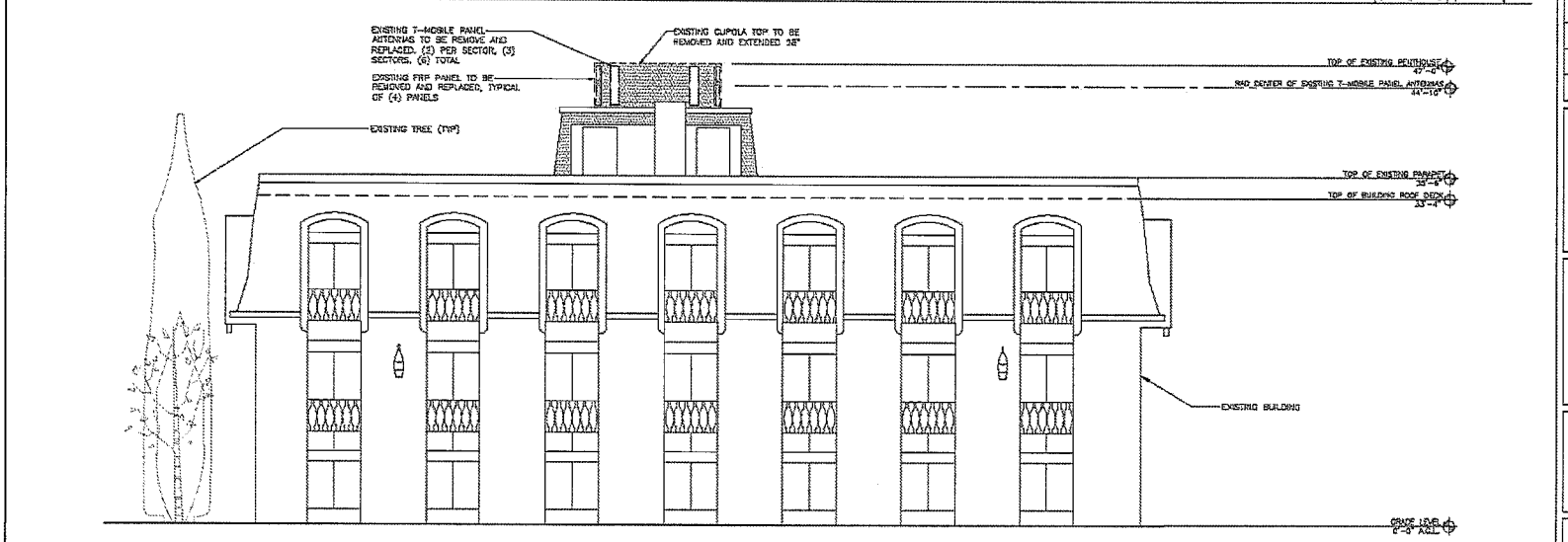
SHEET TITLE:
EQUIPMENT AND ANTENNA LAYOUT PLANS

SHEET NUMBER:
A-3

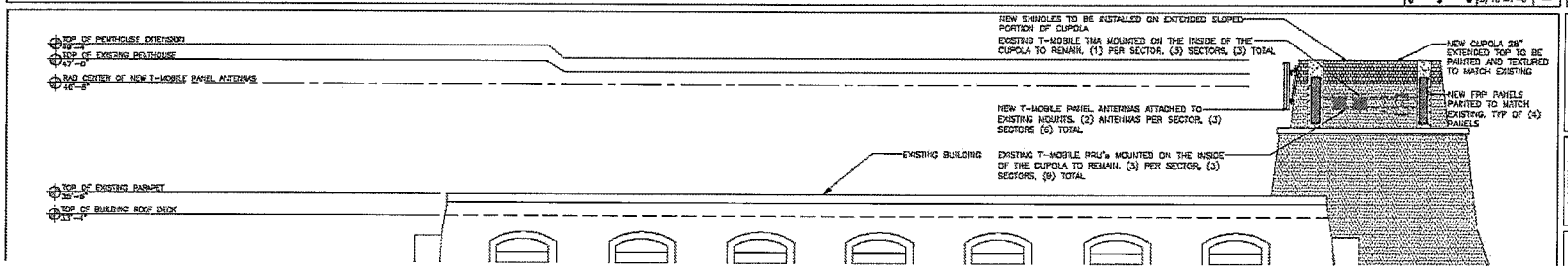
Site Number: SD06277A
Site Name: Bonita Valley Suite
Market: San Diego



PROPOSED NORTHWEST ELEVATION — SCALE: 3/16"=1'-0" — 1



EXISTING NORTHWEST ELEVATION — SCALE: 3/16"=1'-0" — 2



T-Mobile
Stick Together
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL ENGINEERING & CONSULTING, INC
27 CHICHAUD, LAKE FOREST, CA 92630
PHONE: (949) 716-0500 | FAX: (949) 716-0507

CONSULTANT:
smartlink
16301 VON KARMAN AVENUE
SUITE 910
IRVINE, CA 92612
PHONE: (949) 387-1288
FAX: (949) 387-1276

NO.	DATE:	DESCRIPTION:	BY:
1	11/05/14	90% ZONING	FS
2	12/9/14	100% ZONING	FS
3	02/17/15	CLIENT REVISION	FS

SITE INFORMATION:
SD06277
BONITA VALLEY SUITES
4045 BONITA RD
BONITA, CA 91902

SEAL:

SHEET TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER:
A-4

T-Mobile
Stick Together
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL ENGINEERING & CONSULTING, INC
27 CHICHAUD, LAKE FOREST, CA 92630
PHONE: (949) 716-0500 | FAX: (949) 716-0507

CONSULTANT:

smartlink

MEMO RE: **Letter of Authorization for Obtaining Land Use Entitlements**
T-Mobile Site SD06277A Bonita Valley Suite
APN: 591-251-19-00

October 22, 2015

The owner of the property located at 4045 Bonita Rd., Bonita, CA 91902 (the "Subject Property"), agrees to sign the attached Letter of Authorization authorizing Smartlink LLC to file and complete any applications necessary to obtain required land use entitlements on T-Mobile's behalf for the T-Mobile site located at the Subject Property.

The owner's signature on the Letter of Authorization is being provided in good faith to begin the permitting process for an antenna modification project. The construction of the antenna modification project is subject to full execution of the Fifth Amendment to Communications Site Lease Agreement.

Regards,

By: _____

Name: _____

Title: _____

Date: _____

1997 Annapolis Exchange Pkwy • Suite 200 • Annapolis, MD 21401
p: 410.263.5465 (LINK) • f: 410.263.5470 • 1.888.828.5465 (LINK)
www.smartlinkllc.com

- ESTOPPEL
- SNDA
- SETTLEMENT AGREEMENT FOR ROOF LEAK

ESTOPPEL CERTIFICATE

"**Effective Date**" shall mean: April 1, 2015.

"**Premises**" shall mean: a portion of the property known as 4045 Bonita Road, Bonita, CA 91902, APN 591-251-19-0, Description-Exhibit A of standard lease, , including all easements and utility access as granted, as described in the Lease and the attached Exhibit A, Legal Description, and Exhibit B, Premises, if attached.

"**Tenant**" shall mean: T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation.

"**Landlord**" shall mean: Wulff Partnership, L.P., a California limited partnership as to an univided 50% interest and Gerald Allen Smith and Pamela Ann Smith, Co-Trustees of the Gerald Allen Smith and Pamela Ann Smith Revocable Trust dated May 19, 1998, as to an undivided 50% interest, successor in interest to Leona T. Wulff, Co-Truestee of the Victor L. Wulff Family Trust dated August 14, 1974.

"**Recipient**" shall mean: First Republic Bank.

Re: File No. SD06277A

The undersigned hereby certifies to Recipient, its successors and assigns, the following as of the Effective Date:

1. The undersigned is the "Tenant" under a lease dated August 23, 1996, covering the above-referenced Premises, which lease, together with all amendments and modifications thereto listed below shall be collectively referred to as the "Lease":

First Amendment dated October 10, 1996;
Second Amendment dated October 25, 1999;
Third Amendment dated September 26, 2001;
Fourth Amendment dated February 13, 2003; and
Fourth Amendment dated March 21, 2011

2. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is in full force and effect.

3. The initial 5-year term of the Lease commenced on November 12, 1996, and Tenant has 5 renewal options of 5 years each. Tenant has accepted possession of the Premises and is the actual occupant in possession and has not sublet or assigned Tenant's leasehold interest, except as described herein.

4. To Tenant's knowledge (which means to the actual knowledge of the undersigned manager-level employee of Tenant without further investigation or inquiry) as of the Effective Date, there exists no breach or default, nor state of facts which, with notice, the passage of time, or both, would result in a material breach or default on the part of either Tenant or Landlord, except for matters related to the following: None.

5. Tenant is currently obligated under the Lease to pay base rent of $1,340.89, per month. To Tenant's knowledge (as defined above), Tenant has no existing claims of offset or defense against Tenant's obligation to pay rent under the Lease, except for matters related to the following: None . The amount of security deposit paid to and currently retained by Landlord under the Lease is None.

6. Tenant has paid the base rent and other amounts due to Landlord at least through the Effective Date under the Lease.

7. Nothing contained herein shall be construed to modify or change any of the terms and provisions of the Lease.

8. Notices: Tenant notice address is hereby changed to:

T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site No.: SD06277A

The foregoing certifications shall not be deemed to be an affirmative representation, warranty or covenant and shall in no event subject Tenant to any liability, the sole effect of the same being to estop Tenant from making any assertions to Recipient contrary to said certifications. Further the statements made or facts contained in this Estoppel Certificate are made to Tenant's knowledge (as defined above) as of the Effective Date, and shall not operate or be construed as a waiver of any of Tenant's claims or rights based on additional or new information or agreements with Landlord. Tenant shall have no obligation to update this Estoppel Certificate.

This Estoppel Certificate is delivered for the sole use of the Recipient. It may not be relied upon by or distributed to any other person, firm or corporation or used for any other purpose without the expressed prior written consent of the undersigned. In addition, Recipient may not rely upon this Estoppel Certificate if there are facts known to Recipient, Landlord, their respective boards of directors, managers, owners, officers, employees and/or agents if such facts would render this Estoppel Certificate incorrect unless and until Recipient and/or Landlord discloses, in writing, those facts to the undersigned, and the undersigned authorizes reliance upon this Estoppel Certificate after the disclosure of such facts.

TENANT
T-Mobile West LLC

By: _____
Print Name: Crystal Johnson
Title: Manager, Property Management
Date: 4/13/15

EXHIBIT A
Legal Description

Lessor's Property of which Premises are a part is legally described as follows:

Property Address: 4045 Bonita Road
Bonita, California 91902-1390

Assessor's Parcel Number: 591-251-18-00
San Diego County, California

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.

ESTOPPEL CERTIFICATE

Re: 4045 Bonita Road Suite 204-206, Bonita, CA 91902
(Property address)

We understand that First Republic Bank ("FRB") contemplates making a loan to DW Bonita Road, LLC (the "Landlord") secured by the real property more particularly described in Exhibit A attached hereto, and that the Landlord is in the process of acquiring said real property. Accordingly, at the request of the Landlord and First Republic, the undersigned ("Tenant") certifies to the Landlord and FRB as follows:

1. Tenant (or a predecessor in interest to the Tenant) and Landlord (or a predecessor in interest to the Landlord) entered into a written lease dated January 26, 2011 (the "Lease") in the form attached hereto as "Exhibit B" in which Landlord (or such predecessor) leased to Tenant (or such predecessor) and Tenant (or such predecessor) leased from Landlord (or such predecessor) the premises referred to in the Lease (the "Premises").

2. The Lease constitutes the only agreement between Landlord and Tenant with respect to the Premises and there have been no modifications, supplements, amendments, assignment or extensions except for the following: None.

3. The Lease is in full force and effect; Landlord has completed all tenant improvements of the Premises required under the Lease; Tenant has accepted the Premises required under the Lease and presently occupies the Premises and is paying rent on a current basis; Tenant has no setoffs, claims or defenses to the enforcement of the Lease; Tenant has not assigned, transferred or hypothecated its interest under the Lease; and Neither Tenant nor any guarantor of Tenant is the subject of any bankruptcy, reorganization, insolvency, readjustment of debt dissolution of liquidation proceeding.

4. The Lease expires on December 31, 2015. The Lease contains no options to extend or renew the term, except per Section 1.02 which states: "Lessee may extend the lease for a further term of 5 years, commencing on expiration of the full term specified in section 1.01 of the lease, by giving Lessor written notice of Lessee's desire to do so at least 60 days prior to expiration of the term specified in Section 1.01 of the lease."

5. As of the date of this estoppel certificate, Tenant is not in default in the performance of the Lease, no event has occurred which, with the passage of time or the giving of notice or both, would constitute such a default, and no notice of default has been given to Tenant.

6. As of the date of this estoppel certificate, Landlord is not in default in the performance of the Lease, no event has occurred which, with the passage of time or the giving of notice or both, would constitute such a default, and no notice of default has been given to Landlord.

7. No rent has been paid by Tenant in advance under the Lease except for the minimum monthly rent that became due on: March 1, 2015 and no security deposits have been paid by Tenant except for $2,472.00. The current monthly rent is $2,265.00 and there may be other charges currently payable for real estate taxes, common area maintenance, and insurance charges.

8. Tenant has no claim against Landlord for any security deposit or prepaid rent except as provided in Item 7 of this estoppel certificate.

9. Tenant does not have the benefit of any restrictive or exclusive agreement, rights of first refusal or options to purchase with reference to the Premises except: None.

10. Tenant represents and warrants that is has not used, generated, released, discharged, stored or disposed of any hazardous waste, toxic substances or related materials (collectively, "Hazardous Materials") on, under in or about the Premises other that Hazardous Materials used in the ordinary and commercially reasonable course of Tenant's business in full compliance with all applicable laws. The term "Hazardous Materials" shall mean: (a) any "hazardous substance" as such term is presently defined in Section 101 (14) of the Comprehensive Environmental

Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. ~9601 et seq.) and any regulations promulgated thereunder (CERCLA"); (b) any additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substance" for purposes of CERCLA; and (c) any additional substances or materials which are now or hereafter defined as "hazardous substances", "hazardous waste", "toxic substances" or "toxic waste" under any other federal law or under any state, county, municipal or other law applicable to the Premises or under any regulations promulgated pursuant thereto.

The undersigned Tenant hereby certifies that the information contained in the foregoing estoppel certificate is true and correct and that the Landlord, First Republic Bank and any successors and Assigns may rely upon such information. Tenant acknowledges that the Landlord's acquisition of the Property and any loan made by First Republic Bank to Landlord will be made and entered into in material reliance on this Certificate.

Executed on 3/25, 2015

TENANT:

Steven Haskins dba Haskins & Associates

By: _____

Its: PRESIDENT

By: _____

Its: _____

***

After Recording, Mail To:
T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No.: SD06277A

APN: 591-251-19-0

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement is made this 1st day of April, 2015, between First Republic Bank (***"Lender"***), and T-Mobile West LLC, a Delaware limited liability company (***"Tenant"***).

Recitals

DW Bonita Road LLC, (**"Borrower"**), is acquiring fee title interest to the real property commonly known as 4045 Bonita Road, Bonita, CA 91902, and legally described on Exhibit A (***"Property"***).

B. Tenant is the occupant of a portion of the Property (the "***Premises***") under that certain Communications Site Lease Agreement dated August 23, 1996, with applicable amendments and other documents amending the lease (the ***"Lease"***).

C. In connection with Borrower's acquisition of the Property, Lender has made or agreed to make a loan (***"Loan"***) to Borrower, secured by, among other things, a mortgage or deed of trust (***"Mortgage"***) encumbering the Property. The Mortgage includes an assignment to Lender of all right, title, and interest of Borrower under the Lease.

D. Lender's agreement to make the Loan requires Tenant's subordination of the Lease to the Mortgage, and Tenant's agreement to attorn to Lender if Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure. Tenant is willing to do so in consideration of Lender's agreement not to disturb Tenant's possession of the Premises under the Lease, and to recognize the Lease and Tenant's rights thereunder, all as provided herein.

Agreement

NOW, THEREFORE, Lender and Tenant agree as provided below.

1. **Consent.** Lender consents to the Lease and to Tenant's use and occupancy of the Leased Premises under the Lease.

2. **Subordination.** Subject to Borrower's acquisition of fee title to the Property, Tenant hereby subordinates the Lease and all of its rights thereunder to the lien of the Mortgage, including any and all renewals, modifications and extensions thereof, subject nonetheless to the terms and provisions hereof, including but not limited to those in paragraph 3, below.

3. **Nondisturbance.** Lender agrees that Tenant's possession of the Premises shall not be disturbed by Lender during the term of the Lease, and Lender shall not join Tenant in any action or proceeding for the purpose of terminating the Lease, except in connection with the occurrence of a default by Tenant under the Lease and the continuance of such default beyond any cure period given to Tenant under the Lease.

4. **Attornment.** If Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure, Lender will not join Tenant in summary or foreclosure proceedings and the Lease shall continue in full force and effect and Lender and shall recognize Tenant and its rights thereunder and will thereby establish direct privity of estate and contract between Lender and Tenant with the same force and effect as though the Lease were made directly between Lender and Tenant. In such event, Tenant shall attorn to Lender and recognize Lender as the landlord under the Lease for the unexpired term of the Lease. Lender's obligations as landlord under the Lease after obtaining possession of the Premises by foreclosure or deed in lieu of foreclosure shall terminate upon Lender's subsequent transfer of its interest in the Premises, provided that Lender's successor assumes such liability.

5. **Covenants of Tenant.** If Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure, Tenant covenants and agrees with Lender as follows:

(a) Tenant shall pay to Lender all rent and other payments otherwise payable to the landlord under the Lease upon written demand from Lender. The consent and approval of Borrower to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender, a release and discharge of any liability of Tenant to Borrower for any such payments made to Lender, and Borrower agrees that Tenant will not be deemed in default of the Lease by reason of its compliance with such notice.

(b) Tenant shall promptly deliver written notice to Lender of any default by Borrower under the Lease and agrees to recognize any cure by Lender as a cure by Borrower.

6. **Effect of Assignment.** Notwithstanding that Borrower has made a present assignment of all of its rights under the Lease to Lender, Lender shall not be liable for any of the obligations of Borrower to Tenant under the Lease until Lender has obtained possession of the Premises by foreclosure or deed in lieu of foreclosure, and then only to the extent provided in Section 4.

7. **Costs and Attorneys' Fees.** In the event of any litigation as to a dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all reasonable attorneys' fees and other costs and expenses incurred in connection with such litigation; including without limitation those fees, costs, and expenses incurred in any appeal, any proceedings under any present or future bankruptcy act or state receivership, and any post-judgment proceedings.

8. **Notices.** All notices to be given under this Agreement shall be in writing and personally delivered, or by overnight courier service, or mailed, postage prepaid, certified or

registered mail, return receipt requested, to Lender and Tenant at the respective addresses indicated below in the signature block. All notices which are mailed shall be deemed given three (3) days after the postmark thereof. Either party may change their address by delivery of written notice to the other party.

9. **Miscellaneous.** This Agreement may not be modified except in writing and executed by the parties hereto or their successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. As used herein, ***"Borrower"*** shall include Borrower's predecessors and successors in interest under the Lease, and ***"Lender"*** shall include any purchaser of the Premises at any foreclosure sale. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included. This Agreement shall be construed in accordance with and governed by the laws of the state where the Property is located.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

Lender:

First Republic Bank

First Republic Bank
111 Pine Street
San Francisco, CA 94111
c/o Loan Review Department

By: _____
Name: _____
Its: _____
Date: _____

Tenant:

T-Mobile West LLC

T-Mobile West LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No. SD06277A

By: _____
Name: Crystal Johnson
Its: West Region Property Manager
Date: 4/13/15

The undersigned Borrower hereby consents and agrees to the foregoing Subordination, Nondisturbance and Attornment Agreement.

DW Bonita Road, LLC

Borrower:
DW Bonita Road, LLC
4045 Bonita Road #307
Bonita, CA 91902

By: _____
Name: _____
Its: _____
Date: _____

\\all signatures must be notarized\\

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Contra Costa)
On April 13, 2015 before me, Dian Tardiff,
Date *Here Insert Name and Title of the Officer*
personally appeared Crystal Johnson
Name(s) of Signer(s)

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.

DIAN TARDIFF
Commission # 2102254
Notary Public - California
Contra Costa County
My Comm. Expires Mar 5, 2019

Signature Dian Tardiff
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: SWDA S0062774 Document Date: 4/13/15
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

EXHIBIT A

Property Legal Description

Lessor's Property of which Premises are a part is legally described as follows:

Property Address: 4045 Bonita Road
Bonita, California 91902-1390

Assessor's Parcel Number: 591-251-18-00
San Diego County, California

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.

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (this "Agreement") is entered into as of the Effective Date defined below, by and between **T-Mobile West LLC**, a Delaware limited liability company, and its parents, subsidiaries and affiliates (collectively, "T-Mobile"), and **DW Bonita Road, LLC**, a California limited liability company ("Claimant"). The Claimant and T-Mobile shall be referred herein collectively, as the "Parties".

WHEREAS, Claimant is the owner of the property located at 4045 Bonita Rd., Bonita, CA 91902 ("Property").

WHEREAS, T-Mobile, successor in interest to Pacific Bell Wireless, LLC formerly known as Pacific Bell Mobile Services, (Lessee) and Claimant, successor in interest to Wulff Partnership LP, as to an undivided 50% interest, and Gerald Allen Smith and Pamela Ann Smith, Co-Trustees of the Gerald Allen Smith and Pamela Ann Smith Revocable Trust dated May 19, 1998, as to an undivided 50% interest, as successor in interest to Leona T. Wulff, Co-Trustee of the Victor L. Wulff Family Trust, dated August 14, 1974, (Lessor) are parties to that certain Communications Site Lease Agreement dated August 23, 1996, as amended, ("Lease") whereby T-Mobile leases a portion of the Property sufficient for the placement of its Antenna Facilities on the roof ("Premises");

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. <u>Settlement and Release</u>. T-Mobile will pay to the Claimant the amount of Ten Thousand Four Hundred Twenty Dollars and 00/100 Cents ($10,420.00) ("Settlement Payment") which sum represents a full and final settlement of any and all of Claimant's claims in connection with any and all alleged damage related to water intrusion (whether known or unknown) or repair of the exterior (roofing above the storage room) and interior (storage room), located at the Property or in any way related to T-Mobile's Antenna Facilities or its use and occupancy of the Property ("Claims"). Upon receipt of the Settlement Payment from T-Mobile, the Claimant does hereby fully release, discharge, indemnify and hold harmless T-Mobile and its parents, subsidiaries, affiliates, assigns, attorneys, officers, directors, employees, contractors, agents and all other representatives from and against any and all claims, demands, agreements, promises, damages, debts, liabilities, costs, expenses and causes of action of every kind and nature whatsoever, whether accrued, contingent, inchoate or otherwise, known or unknown, suspected or unsuspected, raised affirmatively or by way of defense or offset, occurring or arising from any and all activities directly related or incidental to the Claimant's Claims against T-Mobile through the Effective Date hereof. The foregoing release shall not include any action to enforce the terms of this Agreement.

2. <u>No Admission of Liability</u>. This Agreement is entered into in the spirit of compromise to resolve a disputed claim. None of the provisions of this Agreement shall be used or construed as an admission of liability for any purpose.

3. <u>Confidentiality</u>. The Claimant shall not, except as required by law, publicize or disclose to any person any term of this Agreement or the facts or circumstances relating to any asserted or potential claims which is the subject matter of this Agreement.

4. <u>Binding Effect</u>. This Agreement shall be binding on and inure to the benefit of T-Mobile's parents, subsidiaries and affiliates, shareholders, board members, officers, partners, directors, insurers, employees, representatives, T-Mobile investors, the heirs, executors, administrators, successors, assigns,

agents, legal representatives, bankruptcy trustees and attorneys of the Parties. Neither Party may delegate its obligations under this Agreement.

5. **Attorneys' Fees.** In any action arising from or relating to this Agreement and in the event T-Mobile successfully enforces any or all of its rights hereunder following a breach by Claimant, T-Mobile shall be entitled to recover reasonable attorneys' fees and costs from the Claimant.

6. **Non-waiver.** No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.

7. **Amendments and Waivers.** This Agreement constitutes the entire agreement of settlement and release between the parties, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended.

8. **Knowing and Voluntary Execution.** This Agreement has been read in its entirety and has been knowingly and voluntarily executed by the Parties. The Claimant acknowledges that the Claimant has had the opportunity to consult with an attorney prior to executing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of the last party to sign this Agreement ("Effective Date").

T-MOBILE:
T-Mobile West LLC
a Delaware limited liability company

By: _____
Name: Brandon Braunlich
Title: Area Director
Date: 5/29/19 Network Engineering & Operations

CLAIMANT:
DW Bonita Road, LLC
a California limited liability company

By: _____
Name: Mitchell T. Compton II
Title: Authorized Signatory/Co-Mgr
Date: 5/23/19

STATE OF Nevada)
) ss.
COUNTY OF Clark)

I certify that I know or have satisfactory evidence that Brandon Brauntich is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Director of **T-Mobile West LLC, a Delaware limited liability company,** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/29/19

Notary Public
Print Name Michelle Hardy
My commission expires April 6, 2022

MICHELLE HARDY
Notary Public, State of Nevada
Appointment No. 18-1746-1
My Appt. Expires Apr 6, 2022

(Use this space for notary stamp/seal)

STATE OF California)
) ss.
COUNTY OF San Diego)

I certify that I know or have satisfactory evidence that Mitchell T. Compton II is the person who appeared before me, Donna Nerona, Notary Public and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the owner/ authorized signer of **DW Bonita Road, LLC, a California limited liability company,** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/23/19

Notary Public
Print Name DONNA NERONA
My commission expires JUNE 11, 2020

DONNA NERONA
Commission No. 2154444
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires June 11, 2020
ANP1 ANP1

(Use this space for notary stamp/seal)

payment obligations of Lessee under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Lessee shall be billed by Lessor to Lessee within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Lessor.

4. Renewal Term. Section 2 of the Fourth Amendment to Communications Site Lease Agreement dated March 21, 2011, Renewal Terms, is hereby deleted in its entirety and replaced with the following:

Upon the expiration of the current Term on April 30, 2016 Lessee shall have the right to renew the Lease for up to four (4) additional and successive five (5) year periods (each a "Renewal Term"), with the final Renewal Term expiring on April 30, 2036. Each renewal Term shall automatically commence, on the same terms and conditions of the Lease, without further action by Lessee, unless Lessee provides Lessor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the then current term.

5. Notice Address. Notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Lessee:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. SD06277A

If to Lessor:

DW Bonita Road, LLC
Attn.: M. Compton
P.O. Box 1949
Bonita, CA 91908-1949

6. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Fifth Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Fifth Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Fifth Amendment, the terms and conditions of this Fifth Amendment will govern and control.

7. Approvals. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fifth Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

8. Authorization. The persons who have executed this Fifth Amendment represent and warrant that they are duly authorized to execute this Fifth Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment on the day and year first written above.

Signatures follow on Page 3