

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("**Amendment**") is entered into on the _____ day of _____, 2008 by and between Mountains Recreation and Conservation Authority, a Public Entity of the State of California ("**Lessor**") and American Tower, LP, a Delaware Limited Partnership ("**Lessee**").

RECITALS

- A. Lessor and Meridian Communications, predecessor in interest to Lessee, entered into that certain Lease dated December 4, 1992, as amended by that certain Amendment No. 1 to Lease Agreement No. 71092S dated October 22, 1993 (collectively, the "**Lease**"), whereby the Lessee leases a portion of the real property owned by Lessor located in Ventura County, California (the "**Premises**"); and
- B. Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Lease Term Extended:** Lessee shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**Renewal Term**"). The first such Renewal Term shall commence on the day following the expiration of the last remaining renewal period available under the Lease. Notwithstanding anything to the contrary contained in the Lease, the Lease will automatically renew for any remaining renewal periods under the Lease existing prior to this Amendment, as well as for each of the successive Renewal Terms added pursuant to this Amendment, unless ninety (90) days prior to the expiration of the then current term Lessee notifies Lessor that Lessee elects not to renew the Lease.
2. **Internal Corporate Assignment by Lessee:** Lessee can freely assign Lessee's rights under the Lease to an Affiliate of the Lessee. Affiliate is defined as any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Lessee, or (ii) is the successor or surviving entity by a merger or consolidation of Lessee pursuant to applicable law, (iii) purchases all or substantially all of the assets of Lessee. For purposes of this definition, "**control**" means the possession of the right through the ownership of 50% or more of the shares with voting rights to effectively direct the business decisions of the subject entity.
3. **Signage:** Lessor grants to Lessee the right to install and maintain during the term of this Lease identifying signs or other types of signs required by any governmental authority on or along any access road to the Premises, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the Premises and improvements. Lessee agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority.
4. **Estoppels:** Each party agrees to furnish to the other, within 30 days after request, such estoppel information as the other may reasonably request.
5. **Governmental Approvals:** Lessor shall fully cooperate with Lessee and Lessee's customers' efforts to obtain and maintain in effect all governmental approvals. Lessor irrevocably authorizes Lessee, Lessee's

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customers, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's customers' intended use of the Premises, including but not limited to, land use and zoning applications. Lessee shall perform all other acts and pay all reasonable expenses necessary to obtain any approvals deemed necessary by Lessee. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor's failure to comply with this provision would create a material breach of the Lease.

6. **Memorandum of Lease:** Upon written request by Lessee, Lessor shall fully cooperate with Lessee and execute a Memorandum of Lease that is recordable within the jurisdiction in which the Premises is located. Lessor agrees not to transfer, assign, sell, or convey any or all interest in the Premises to another party until Lessee records a Memorandum of Lease with the jurisdiction. This provision shall not apply to any sale or transfer of the Premises from Lessor to any member of Lessor's immediate family. For the purposes of this provision, Lessor's immediate family shall be defined as the parents, children or grandchildren of the Lessor.
7. **Full Force and Effect; Entirety; Amendment; Counterparts:** Except as modified herein, the Lease and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. This Amendment, together with the Lease, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

LESSOR: Mountains Recreation and Conservation Authority,
a Public Entity of the State of California

LESSEE: American Tower, LP,
a Delaware Limited Partnership

By _____
Print Name _____
Title _____
Date _____

By _____
Print Name Jason D. Hirsch
Title Vice President, Land Management
Date _____