

Cell Site No.: SLKCUT6014
Cell Site Name: Snowbasin
Fixed Asset No. 10088495
Market: Utah
Address: 3930 E 2900 S
Huntsville, UT 84317

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between Sinclair Oil Corporation, a Wyoming Corporation, having a mailing address of 550 East South Temple, Salt Lake City, UT 84102 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 5405 Windward Parkway, PO Box 1630, Alpharetta, GA 30009 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated February 22, 2000, as previously amended by that certain First Amendment to Lease Agreement dated March 31, 2005, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at Snowbasin, 3930 E 2900 S, Huntsville Utah 84317("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the leased Premises; and

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

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Lease of Premises.** In addition to the existing leased Premises, Landlord and Tenant agree the Premises will be expanded to include approximately 180 square feet on the ground as shown on the attached Exhibit A.

2. **Term.** Add the following subsection (d) to the end of paragraph 4
(d) This Agreement shall automatically renew for one (1) additional five (5) year term (defined as the "Extension Term"), upon the same terms and conditions of this Agreement.

3. **Rent.** Add the following subsection (d) to the end of paragraph 5.
(d) Effective July 1, 2008, the rent shall increase, per this second amendment by an additional [REDACTED]

(e) On the first annual anniversary of the Term Commencement Date, and on each anniversary thereafter during the Term (except during any Holdover Term), monthly Rent shall increase by three percent (3%) over the Rent applicable to the previous twelve month period.

4. **Notices.** Section 18 of the Agreement is hereby amended to read as follows: **NOTICES.** All notices, requests, demands, or other communications shall be given by first class certified or registered mail, recognized overnight courier, postage prepaid, to the addressee below. Notices will be deemed delivered upon deposit with the carrier.

As to Tenant,

(FOR CERTIFIED MAIL)
c/o New Cingular Wireless
Attn: Network Real Estate Administration
Re: Cell Site # SLKCUT6014
5405 Windward Parkway
PO Box 1630,
Alpharetta, GA 30009

(FOR OVERNIGHT MAIL)
c/o New Cingular Wireless PCS, LLC,
Attn: Network Real Estate Administration
Re: Cell Site # SLKCUT6014, Cell Site Name Snowbasin,
Fixed Asset No: 10088495
12555 Cingular Way
Alpharetta, GA 30009

For Legal Notices:

(FOR CERTIFIED MAIL)
New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site # SLKCUT6014, Cell Site Name Snowbasin,
Fixed Asset No: 10088495
PO Box 97061
Redmond, WA 98073-9761

*Prosely Written -
Should Read - Following
date of AMD -
However, 3% from
CO would be a
decrease so I
am sure that is not
the intent - May want
clarification*

(FOR OVERNIGHT MAIL)
New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site # SLKCUT6014, Cell Site Name Snowbasin
Fixed Asset No: 10088495
16331 NE 72nd Way
Redmond, WA 98052

And as to Landlord:

Sinclair Oil Corporation
550 East South Temple,
Salt Lake City, UT 84102

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

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

6. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LANDLORD:

By: [Signature]
Name: Steven F. Heil
Title: Corporate Real Estate Manager
Date: 24 June 2008

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By: [Signature] Jon Seay Sr.
Name: Dennis Neal
Title: Real Estate & Construction Manager
Date: 6/27/08 Director of NETwork

Landlord Acknowledgment:

STATE OF Utah
COUNTY OF Salt Lake

This instrument was acknowledged before me on June 24, 2008, by Steven F. Heil, as Real Estate Manager of Sinclair Oil Company, a Wyoming corporation.



Trudy G. Case
Name: TRUDY G. CASE
Notary Public

My Commission Expires: May 9, 2012

[NOTARIAL SEAL]

Tenant Acknowledgment:

STATE OF Colorado
COUNTY OF Drapache

This instrument was acknowledged before me on 27, June, 2008, by Jon Seay as ~~Real Estate & Construction Manager~~ of New Cingular Wireless PCS, a Delaware limited liability corporation. Director of Network

Randal Timothy West
Name: Randal Timothy West
Notary Public

My Commission Expires: 1-31-2010

[NOTARIAL SEAL]

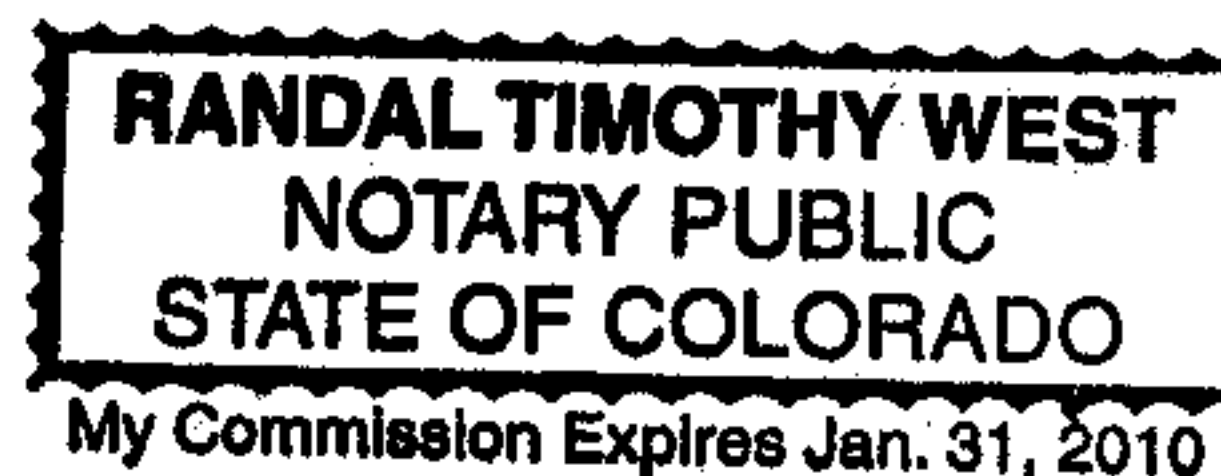


EXHIBIT A

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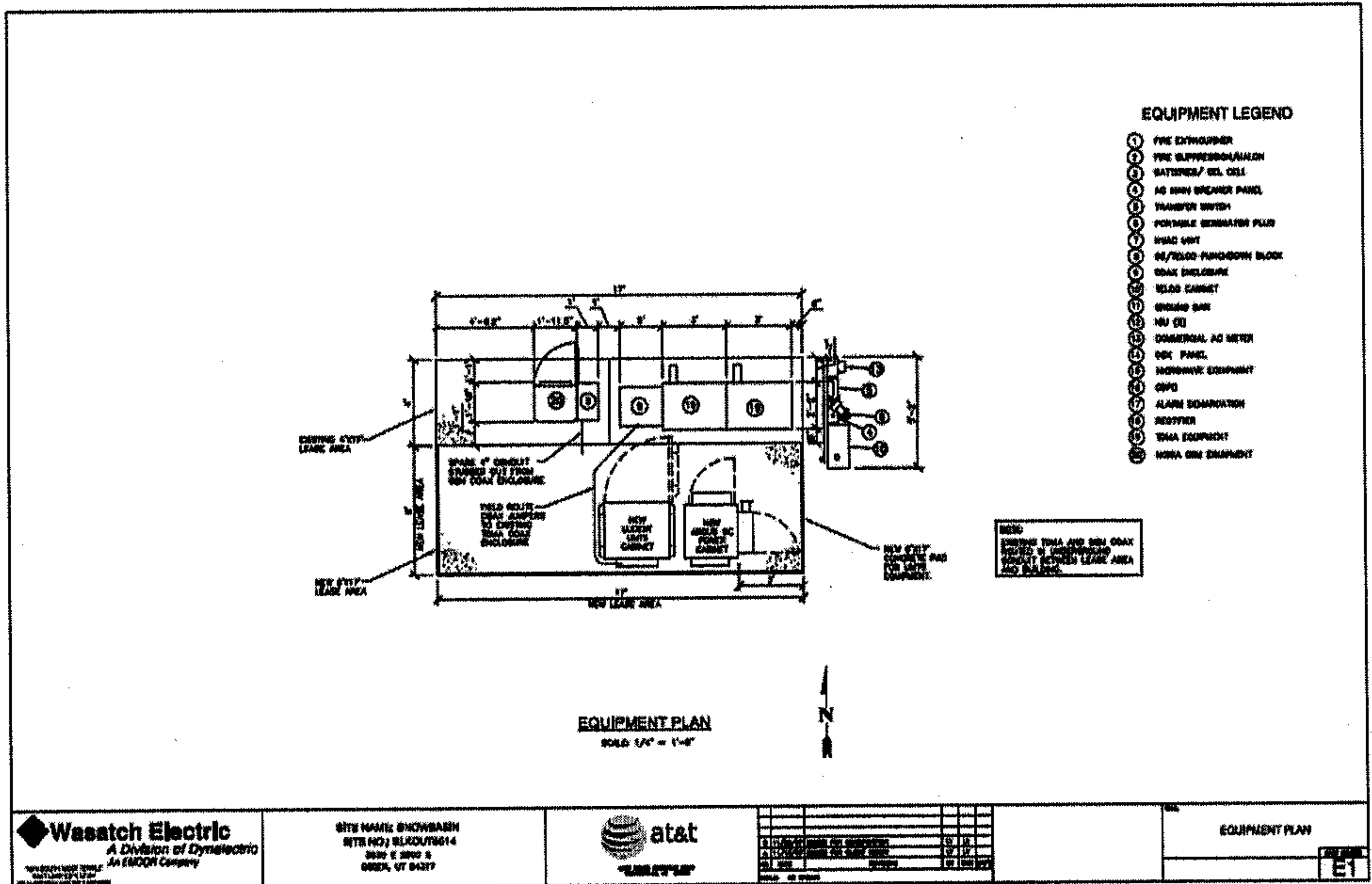
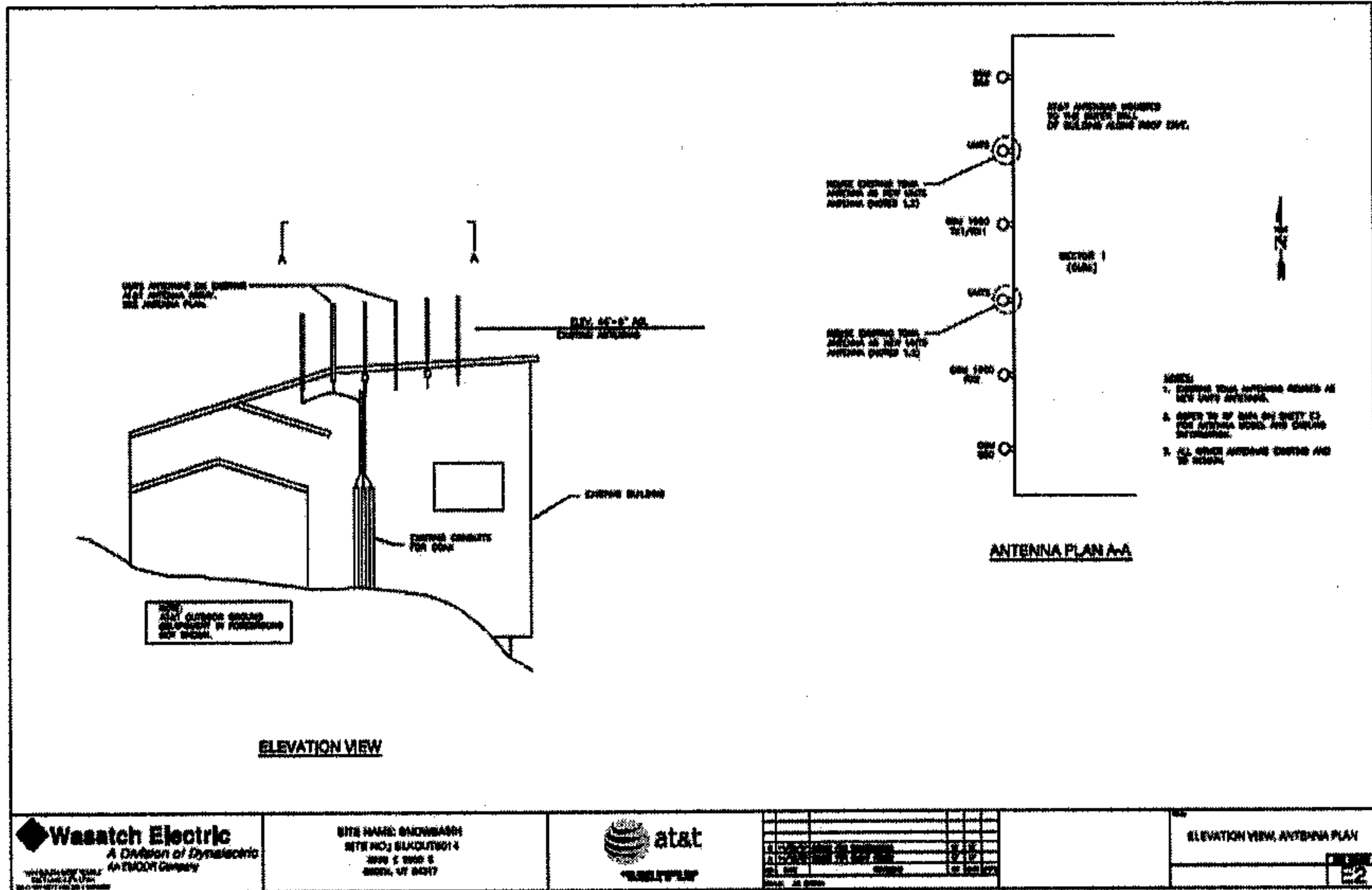


EXHIBIT A

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Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property'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 and mounting positions may vary from what is shown above.