

## SECOND GROUND LEASE AMENDMENT

For valuable consideration, the receipt of which is hereby acknowledged, the Roughton Living Trust, by Al and Joyce Roughton Trustees, and El Campo Property Rentals L.L.P., an Arizona Limited Liability Limited Partnership, collectively the "Successor Landlord" under that "Ground Lease" dated April 17, 2000, as amended October 10, 2001, between El Campo Rentals, L.L.P., and City of Tucson, a municipal corporation ("Tenant") hereby agree to this Second Ground Lease Amendment ("Second Amendment") upon the following:

### RECITALS

A. WHEREAS Successor Landlord is the owner in fee simple and Tenant is in possession of a parcel of land located in Pima County, State of Arizona, under documents recorded in the Office of the Pima County Recorder at Docket 11823, Page 4381 (the "Trust") and Docket 11823, Page 4386 (the "L.L.L.P."), as legally described therein (the "Premises").

B. WHEREAS Successor Landlord and Tenant are Defendants in that action *State Of Arizona, ex rel. Victor M. Mendez, Director, Department of Transportation v. Roughton Living Trust, Dated July 10, 1998, Al Roughton & Joyce Roughton, Trustees; El Campo Properties, L.L.L.P., an Arizona Limited Liability Limited Partnership; City of Tucson, a Municipal Corporation; and The Goodyear Tire and Rubber Company, an Ohio Corporation*, Pima County Superior Court Cause No. C20023824 (the "Lawsuit").

C. WHEREAS Successor Landlord has agreed to settle the Lawsuit with the State provided Tenant provides access between the premises and Tenant's adjoining fee lands to the I-10 frontage road upon Lease termination.

D. WHEREAS Tenant is desirous of postponing most of Tenant's April 17, 2006, rent payment and Successor Landlord is willing to accommodate such postponement.

NOW THEREFORE, the parties agree:

1. Postponed Rent. Tenant shall pay Landlord \$10,000 on April 17, 2006, toward rent owed on that date. The balance of rent owed on April 17, 2006, shall be postponed as follows:

a. Tenant shall pay Successor Landlord the amount of \$147,271.73<sup>1</sup> in four equal installments of \$36,817.93 in addition to the Rents otherwise due on April 17, 2007, and on each anniversary thereafter until the final postponed installment is paid on April 17, 2010.

b. Section 3h of the original Ground Lease is hereby replaced with the following:

In all subsequent years on the Base Rental Anniversary Date through April 17, 2054, Tenant shall pay to Landlord an amount equal to the previous year's rental amount,

<sup>1</sup> Calculated as follows: Rent 2005: (\$152,691.76 x 1.03 CPI) minus \$10,000 payment on April 17, 2006.

