

FIRST AMENDMENT TO FACILITIES LEASE AGREEMENT

THIS FIRST AMENDMENT TO FACILITIES LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between City of Edmonds, a municipal corporation, having a mailing address of 121 5th Avenue North, Edmonds, Washington 98020 (“**City**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to AT&T Wireless Services of Washington, LLC, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (“**Lessee**”).

WHEREAS, City and Lessee entered into a Facilities Lease dated February 18, 2004, whereby City leased to Lessee certain Facility, therein described, that are a portion of the property commonly known as Five Corners, located at 8505 S. Bowdoin Way, Edmonds, Washington 98020 (the "**Lease**"); and

WHEREAS, City and Lessee desire to amend the Lease to amend the description of the Facility; and

WHEREAS, City and Lessee desire to adjust the consideration in conjunction with the Lease, including the modifications to the Lease contained herein; and

WHEREAS, City and Lessee desire to amend the Lease to modify the notice section thereof; and

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

1. **Lease of Facility.** City agrees to the modification and addition of equipment within the Facility leased to Lessee to accommodate Lessee’s needs. Upon the execution of this Amendment, City leases to Lessee the Facility as more completely described on the attached Exhibit B-1. City’s execution of this Amendment will signify City’s approval of Exhibit B-1. Exhibit B-1 hereby amends Exhibit B to the Lease.

2. **Consideration.** Section 9.3 of the Agreement is deleted in its entirety and replaced with the following:

9.3 Commencing January 1, 2012, the annual rental charges set forth in paragraphs 9.1 and 9.2 shall be Seven Thousand Six Hundred and 62/100 Dollars (\$7,600.62) and shall increase every January 1 by three percent per year for the current 5-year term. Increases, if any, for each additional 5-year term shall be negotiated in accordance with Section 4, provided that, if a mutually agreeable rate cannot be negotiated, the Lease shall expire at the conclusion of the five-year period for which compensation has been established.

Lessee Site Number: SN64
Lessee Site Name: Five Corners

3. **Notice.** Section 36 of the Lease is hereby deleted in its entirety and replaced with the following:

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to CITY:

City of Edmonds
Attn: Public Works Director
121 5th Avenue North
Edmonds, Washington 98020

With a copy to:

City of Edmonds
Attn: Office of the City Attorney
121 5th Avenue North
Edmonds, Washington 98020

If to LESSEE:

New Cingular Wireless PCS, LLC
ATTN: Network Real Estate Administration
RE: Cell Site #: SN64
Cell Site Name: Five Corners
Fixed Asset #: 10092292
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy to:

New Cingular Wireless PCS, LLC
ATTN: Legal Department
RE: Cell Site #: SN64
Cell Site Name: Five Corners
Fixed Asset #: 10092292
If sent by US mail:
PO Box 97061
Redmond, WA 98073-9761
If sent by overnight courier:
16331 NE 72nd Way
Redmond, WA 98052

The copy sent to each party's legal department is a courtesy copy which alone does not constitute legal notice. 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.

Lessee Site Number: SN64
Lessee Site Name: Five Corners

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

5. Disbursement. The Lessee shall reimburse the City the sum of \$2,500 for the expense it has incurred in amending the Lease.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

CITY:
City of Edmonds, a municipal corporation

By: _____
Print Name: Mayor David Earling
Its: Mayor
Date: _____

ATTEST/AUTHENTICATED:

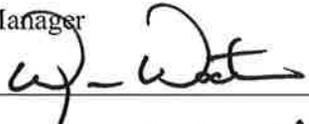
Sandra Chase, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

Jeff Taraday

LESSEE:
New Cingular Wireless PCS, LLC
A Delaware limited Liability Company

By: AT&T Mobility Corporation

Its: Manager
By: 
Print Name WAYNE WOODEN
Its: Area Mgr
Date: 5.4.12

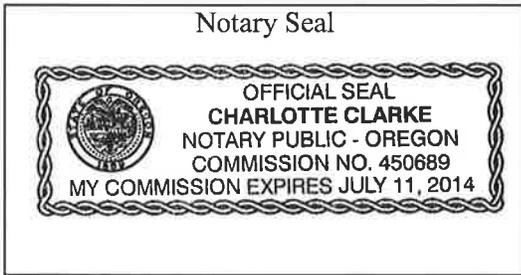
Lessee Site Number: SN64
Lessee Site Name: Five Corners

Lessee Notary

STATE OF OREGON)
) SS.
COUNTY OF Washington)

I certify that I know or have satisfactory evidence that Wayne Wooten is the person who appeared before me, and said person acknowledged that he signed this instrument, ~~on oath~~ stated that he was authorized to execute the instrument and acknowledged it as Area MGR of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-4-2012.



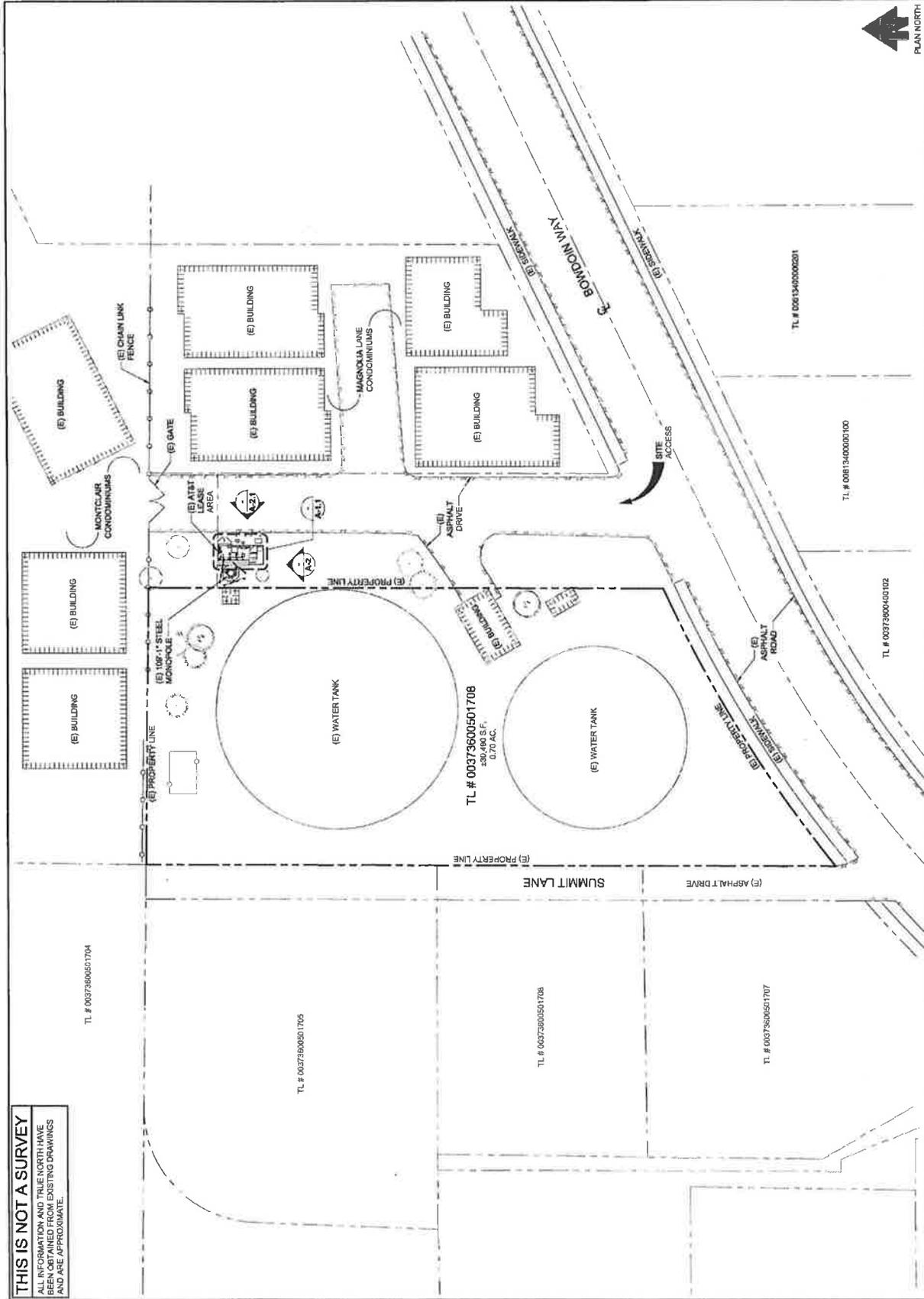
Charlotte Clarke
(Signature of Notary)
Charlotte Clarke
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Oregon
My appointment expires: 7/11/14

Lessee Site Number: SN64
Lessee Site Name: Five Corners

EXHIBIT B-1
DESCRIPTION OF FACILITY
(3 PAGES TOTAL THIS EXHIBIT)

The following Exhibit B-1, Description of Facility, shall amend and replace Exhibit B to the Lease.

THIS IS NOT A SURVEY
 ALL INFORMATION AND TRUE NORTH HAVE
 BEEN OBTAINED FROM EXISTING DRAWINGS
 AND ARE APPROXIMATE.



PROJECT CONSULTANTS
Goodman Networks
 1825 VICTORIAN LLEWELLYN RD. SUITE 210
 PHOENIX, AZ 85017-1732 FAX: 602.496.1794
 EMAIL: info@goodman-networks.com
 WWW.GOODMANNETWORKS.COM

PLANS PREPARED BY:
CONSTRUCTION
 1825 VICTORIAN LLEWELLYN RD. SUITE 210
 PHOENIX, AZ 85017-1732 FAX: 602.496.1794
 EMAIL: info@goodman-networks.com
 WWW.GOODMANNETWORKS.COM

PROJECT INFO:
 SN64
FIVE CORNERS
 8505 BOWDOIN WAY
 EDMONDS, WA 98026
 SNOHOMISH COUNTY

ISSUED FOR:
CONSTRUCTION

REV. DATE: ISSUED FOR: BY:

Δ	03-28-12	PER COMMENTS	JRF
Δ	08-19-11	CONSTRUCTION	JRS
Δ	08-15-11	CLIENT REVIEW	JRS

DRAWN BY: CHC
 JRS
 DRA
 MWO
 CURRENT ISSUE DATE
 04-09-12

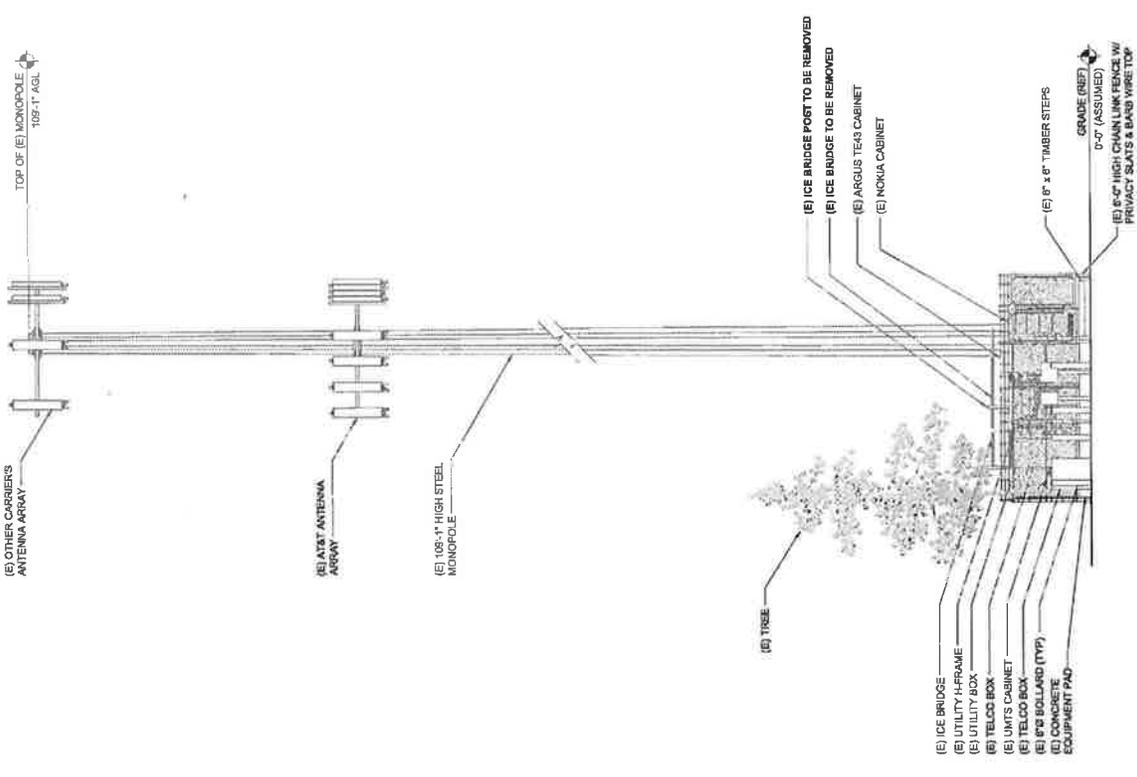
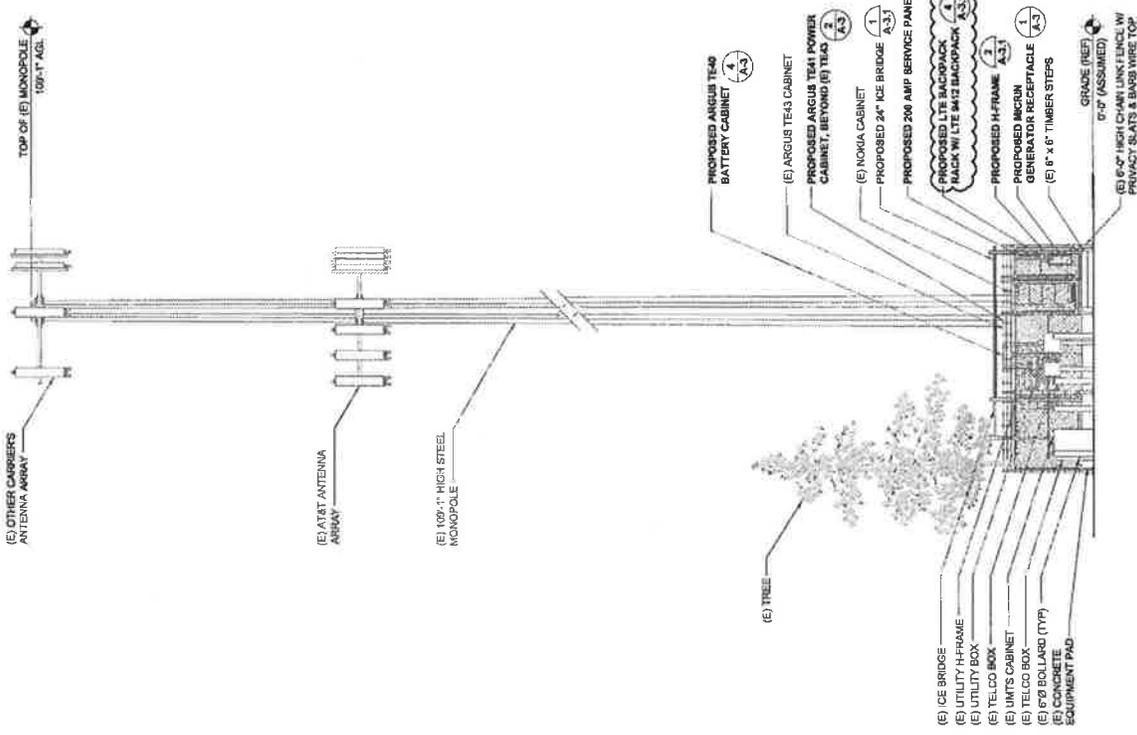


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DRAWING TITLE
 SITE PLAN

DRAWING NUMBER
 A-1
1
JOB NUMBER
 11-89203

SITE PLAN
 220X SCALE: 1" = 30'-0"
 11X17 SCALE: 1" = 60'-0"
 PLAN NORTH
 1



<p>Your world. Delivered.</p>		<p>PROJECT CONSULTANTS:</p> <p>Goodman Networks</p>		<p>PLANS PREPARED BY:</p> <p>CONNECTIONS</p>		<p>PROJECT INFO:</p> <p>SN64</p> <p>FIVE CORNERS</p> <p>8505 BOWDOIN WAY EDMONDS, WA 98026 SNOHOMISH COUNTY</p>		<p>ISSUED FOR:</p> <p>CONSTRUCTION</p>		<p>REV # DATE ISSUED FOR BY:</p> <table border="1"> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>1</td> <td>03-28-12</td> <td>PER COMMENTS</td> <td>JRF</td> </tr> <tr> <td>2</td> <td>08-19-11</td> <td>CONSTRUCTION</td> <td>JFS</td> </tr> <tr> <td>3</td> <td>08-15-11</td> <td>CLIENT REVIEW</td> <td>JRS</td> </tr> </table>						1	03-28-12	PER COMMENTS	JRF	2	08-19-11	CONSTRUCTION	JFS	3	08-15-11	CLIENT REVIEW	JRS	<p>DRAWN BY: CHK: DWA MWD</p> <p>JFS</p> <p>CURRENT ISSUE DATE: 04-09-12</p>				<p>DRAWING INFORMATION:</p> <p>DO NOT SCALE DRAWING. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS. ALL PREVIOUS EDITIONS OF THIS DRAWING ARE HEREBY DELETED. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROVIDED BY NETWORKS AND IS TO BE USED ONLY IN CONNECTION WITH THE NETWORKS EQUIPMENT AND SERVICES. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.</p>		<p>DRAWING TITLE:</p> <p>EXISTING & PROPOSED EAST ELEVATIONS</p>		<p>DRAWING NUMBER:</p> <p>A-2.1 1</p>		<p>DETAILED NUMBER:</p> <p>11-00003</p>	
1	03-28-12	PER COMMENTS	JRF																																				
2	08-19-11	CONSTRUCTION	JFS																																				
3	08-15-11	CLIENT REVIEW	JRS																																				

1 EXISTING EAST ELEVATION 1:1147 SCALE: 3/16" = 1'-0"

2 PROPOSED EAST ELEVATION 1:1147 SCALE: 3/16" = 1'-0"