

May 12, 2014

500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
214.745.5400 OFFICE
214.745.5390 FAX
winstead.comdirect dial: 972.672.3319 or 214.745.5852
sthames@winstead.comCity of San Antonio
Information and Technology Services Department
Post Office Box 839966
San Antonio, TX 78283-3966**Via FedEx Delivery**Attention: Mike Walker, Assistant Director, ITSD and
Gabriel Garcia, Assistant City AttorneyRe: First Amendment to Standard Tower Lease Agreement ("First Amendment") by
and between The City of San Antonio, Texas, as City, and San Antonio MTA,
L.P. d/b/a Verizon Wireless, as TenantVerizon Wireless Site: Fire Station / Location Code: 107152; and
Verizon Wireless Site: OP Schnable / Location Code: 107149

Dear Messrs Walker and Garcia:

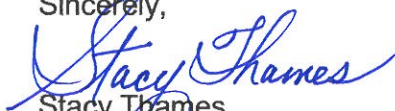
Please find enclosed two (2) original execution counterparts of a First Amendment for the Verizon Wireless Fire Station site and two (2) original execution counterparts of a First Amendment for the Verizon Wireless OP Schnable site, all of which have been executed on behalf of Verizon Wireless.

Please cause the enclosed First Amendment counterparts to be executed on behalf of The City of San Antonio at the locations indicated by the signature tabs. **Once the documents have been fully executed, please return one (1) original counterpart of the Amendment for the Verizon Wireless Fire Station site and one (1) original counterpart of the Amendment for the Verizon Wireless OP Schnable site to the following address:**

Norene Napper
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

If you have any questions or concerns regarding the enclosed documents, please call Norene Napper at 214.745.5314 or me at 972.672.3319.

Sincerely,


Stacy Thames
Paralegal

Enclosures

FIRST AMENDMENT TO STANDARD TOWER LEASE AGREEMENT

This First Amendment to Standard Tower Lease Agreement (this "**Amendment**") is entered into effective as of _____, 2014, by and between **THE CITY OF SAN ANTONIO, TEXAS, Texas municipal corporation ("City")**, and **SAN ANTONIO MTA, L.P. d/b/a Verizon Wireless ("Tenant")**, and is as follows:

WHEREAS, City and Tenant previously entered into that certain Standard Tower Lease Agreement dated June 26, 1997 (the "**Lease**") pursuant to which City granted Tenant the right to lease a portion of the City's property for the installation and operation of a communications facility, as more particularly described therein;

WHEREAS, City and Tenant now desire to amend the Lease to clarify and amend certain provisions of the Lease; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

1. City and Tenant hereby agree that the initial twenty (20) year term of the Agreement expires on June 25, 2017.

2. Section 4.02 of the Lease is hereby rewritten in its entirety to read as follows:

4.02 TENANT is hereby granted and shall, if not at that time in default of this Lease, have, for good and valuable consideration give, an option to extend the term of this Lease for four (4) additional consecutive periods of five (5) years after the expiration date of the initial term of this Lease for a final expiration date of June 25, 2037, on the same terms, covenants and conditions and subject to the same exceptions and reservations herein contained, yearly rental excepted.

3. Section 4.03 of the Lease is hereby rewritten in its entirety to read as follows:

4.03 TENANT shall be deemed to have exercised its option to extend the term of this Lease for each additional five (5) year term unless TENANT terminates it at the end of the then current term by giving the CITY written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. The following sentences are hereby added to the end of Section 5.01 of the Lease:

"Notwithstanding anything in the Lease to the contrary, effective as of the date of the First Amendment to Standard Tower Lease Agreement between the CITY and TENANT (the "First Amendment"), TENANT's total annual rent for 2014 shall be \$40,000.00 (regardless of the number of Providers on the Tower), with rent payable in 2014 prorated based on the number of days after January 1, 2014 on which the First Amendment is dated. TENANT shall have thirty (30) days after the effective date of the First Amendment in which to pay to the CITY the prorated amount of such annual rental (taking into account any payment of rent made by TENANT to the CITY for 2014 prior to the date of the First Amendment)."

5. Section 5.03 of the Lease is hereby rewritten in its entirety to read as follows:

"5.03 The total annual rental for each year of the term of the Lease after 2014, and for each year of any Lease extension term pursuant to Section 4.02 hereof, shall equal 103% of the total annual rental for the immediately preceding year."

6. Section 5.04 of the Lease is hereby deleted in its entirety.
7. Section 5.06 of the Lease is hereby deleted in its entirety.
8. Section 5.07 of the Lease is hereby deleted in its entirety.
9. The following provision is hereby added at the end of Section 14.02:

“Notwithstanding anything herein to the contrary, on and after the effective date of the First Amendment, TENANT shall have the right to sublease the TENANT SUB-PREMISES and the COMMON TOWER AREA, to sublessees who are not already on said Premises or Tower, herein leased and as shown in Exhibit B for market rate only after receiving the CITY’s approval. In the event of any such sublease: (a) Sections 14.03 through 14.06 shall not be applicable to such sublease. However, TENANT is responsible for submitting to CITY an updated Exhibit B showing the installation proposed by any sublessee and a structural analysis of the installation by any potential subleases that meets the CITY’s standards prior to entering into any sublease and for submission of timely updates to the CITY of any upgrades to sublessee’s installed facilities; (b) any gross rental paid by any sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: 90% to the CITY and 10% to TENANT. Any sublessee shall be instructed to pay the foregoing percentage amounts directly to the CITY and TENANT respectively. (c) TENANT is responsible to the CITY for the collection or payment of rents by the sublessee to the CITY, and TENANT is liable to the CITY in the event of failure of payment by sublessee as well as the timely removal of sublessee’s facilities in accordance with the terms of the Lease; and (d) TENANT will ensure that sublessee’s follow any and all safety and security procedures required by CITY at the SUB-PREMISES and the COMMON TOWER AREA. In this event: (i) TENANT has no obligation to the CITY to sublet all or any part of the premises to any or all potential sublessee(s); and (ii) at the CITY’s request, TENANT will provide the CITY with a tri-party agreement to be executed by TENANT, its sublessee, and the CITY to confirm direct payment obligation from the sublessee to the CITY and to indicate the CITY has been notified of the sublease prior to entering into any sublease.

10. Section 15.01 of the Lease is hereby rewritten in its entirety to read as follows:

“15.01. TENANT shall have the right to construct, install, modify, replace, repair, or remove any and all of its antennas, equipment and other improvements on TENANT’s COMMON TOWER AREA, TENANT’s tower, or TENANT’s SUB-PREMISES without the CITY’s consent or approval provided that TENANT provides to the CITY prior written notice of such construction, installation, modification, replacement, repair or removal.”

11. The Parties’ addresses set forth in in Section 22.01 of the Lease are hereby amended and restated to read as follows:

If to the CITY: City of San Antonio
Information and Technology Services Department
Attention:
Post office Box: 839966
San Antonio, TX 78283-3966

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first set forth above.

CITY:

THE CITY OF SAN ANTONIO,
a Texas municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

SAN ANTONIO MTA, L.P.
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC,
Its General Partner

By: _____

Name: Aparna Khurjekar

Title: Area Vice President Network

Date: 5.6.14

FIRST AMENDMENT TO STANDARD TOWER LEASE AGREEMENT

This First Amendment to Standard Tower Lease Agreement (this "**Amendment**") is entered into effective as of _____, 2014, by and between **THE CITY OF SAN ANTONIO, TEXAS, Texas municipal corporation ("City")**, and **SAN ANTONIO MTA, L.P. d/b/a Verizon Wireless ("Tenant")**, and is as follows:

WHEREAS, City and Tenant previously entered into that certain Standard Tower Lease Agreement dated June 26, 1997 (the "**Lease**") pursuant to which City granted Tenant the right to lease a portion of the City's property for the installation and operation of a communications facility, as more particularly described therein;

WHEREAS, City and Tenant now desire to amend the Lease to clarify and amend certain provisions of the Lease; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

1. City and Tenant hereby agree that the initial twenty (20) year term of the Agreement expires on June 25, 2017.

2. Section 4.02 of the Lease is hereby rewritten in its entirety to read as follows:

4.02 TENANT is hereby granted and shall, if not at that time in default of this Lease, have, for good and valuable consideration give, an option to extend the term of this Lease for four (4) additional consecutive periods of five (5) years after the expiration date of the initial term of this Lease for a final expiration date of June 25, 2037, on the same terms, covenants and conditions and subject to the same exceptions and reservations herein contained, yearly rental excepted.

3. Section 4.03 of the Lease is hereby rewritten in its entirety to read as follows:

4.03 TENANT shall be deemed to have exercised its option to extend the term of this Lease for each additional five (5) year term unless TENANT terminates it at the end of the then current term by giving the CITY written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. The following sentences are hereby added to the end of Section 5.01 of the Lease:

"Notwithstanding anything in the Lease to the contrary, effective as of the date of the First Amendment to Standard Tower Lease Agreement between the CITY and TENANT (the "First Amendment"), TENANT's total annual rent for 2014 shall be \$40,000.00 (regardless of the number of Providers on the Tower), with rent payable in 2014 prorated based on the number of days after January 1, 2014 on which the First Amendment is dated. TENANT shall have thirty (30) days after the effective date of the First Amendment in which to pay to the CITY the prorated amount of such annual rental (taking into account any payment of rent made by TENANT to the CITY for 2014 prior to the date of the First Amendment)."

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7. Section 5.06 of the Lease is hereby deleted in its entirety.
8. Section 5.07 of the Lease is hereby deleted in its entirety.
9. The following provision is hereby added at the end of Section 14.02:

“Notwithstanding anything herein to the contrary, on and after the effective date of the First Amendment, TENANT shall have the right to sublease the TENANT SUB-PREMISES and the COMMON TOWER AREA, to sublessees who are not already on said Premises or Tower, herein leased and as shown in Exhibit B for market rate only after receiving the CITY’s approval. In the event of any such sublease: (a) Sections 14.03 through 14.06 shall not be applicable to such sublease. However, TENANT is responsible for submitting to CITY an updated Exhibit B showing the installation proposed by any sublessee and a structural analysis of the installation by any potential subleases that meets the CITY’s standards prior to entering into any sublease and for submission of timely updates to the CITY of any upgrades to sublessee’s installed facilities; (b) any gross rental paid by any sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: 90% to the CITY and 10% to TENANT. Any sublessee shall be instructed to pay the foregoing percentage amounts directly to the CITY and TENANT respectively. (c) TENANT is responsible to the CITY for the collection or payment of rents by the sublessee to the CITY, and TENANT is liable to the CITY in the event of failure of payment by sublessee as well as the timely removal of sublessee’s facilities in accordance with the terms of the Lease; and (d) TENANT will ensure that sublessee’s follow any and all safety and security procedures required by CITY at the SUB-PREMISES and the COMMON TOWER AREA. In this event: (i) TENANT has no obligation to the CITY to sublet all or any part of the premises to any or all potential sublessee(s); and (ii) at the CITY’s request, TENANT will provide the CITY with a tri-party agreement to be executed by TENANT, its sublessee, and the CITY to confirm direct payment obligation from the sublessee to the CITY and to indicate the CITY has been notified of the sublease prior to entering into any sublease.

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“15.01. TENANT shall have the right to construct, install, modify, replace, repair, or remove any and all of its antennas, equipment and other improvements on TENANT’s COMMON TOWER AREA, TENANT’s tower, or TENANT’s SUB-PREMISES without the CITY’s consent or approval provided that TENANT provides to the CITY prior written notice of such construction, installation, modification, replacement, repair or removal.”

11. The Parties’ addresses set forth in in Section 22.01 of the Lease are hereby amended and restated to read as follows:

If to the CITY: City of San Antonio
Information and Technology Services Department
Attention:
Post office Box: 839966
San Antonio, TX 78283-3966

If to the TENANT: San Antonio MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

12. Miscellaneous.

a. Recitals. All recitals to this Amendment are incorporated within the body of this Amendment as if specifically set forth herein. Capitalized terms used herein have the meanings assigned thereto in the Lease, unless the context hereof otherwise requires or provides.

b. Entire Agreement. This Amendment, together with the Lease, sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto shall be valid unless made in writing and signed by all parties hereto.

b. Binding Effect. This Amendment will extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of Texas.

d. Affirmation of Lease. City and Tenant agree that, except as modified hereby, the Lease remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Lease, this Amendment will control and modify the Lease.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first set forth above.

CITY:

THE CITY OF SAN ANTONIO,
a Texas municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

SAN ANTONIO MTA, L.P.
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC,
Its General Partner

By: _____

Name: Aparna Khurjekar

Title: Area Vice President Network

Date: 5.6.14

FIRST AMENDMENT TO STANDARD TOWER LEASE AGREEMENT

This First Amendment to Standard Tower Lease Agreement (this "**Amendment**") is entered into effective as of _____, 2014, by and between **THE CITY OF SAN ANTONIO, a Texas municipal corporation ("City")**, and **SAN ANTONIO MTA, L.P. d/b/a Verizon Wireless ("Tenant")**, and is as follows:

WHEREAS, City and Tenant previously entered into that certain Standard Tower Lease Agreement dated August 20, 1997 (the "**Lease**") pursuant to which City granted Tenant the right to lease a portion of the City's property for the installation and operation of a communications facility, as more particularly described therein;

WHEREAS, City and Tenant now desire to amend the Lease to clarify and amend certain provisions of the Lease; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

1. City and Tenant hereby agree that the initial twenty (20) year term of the Agreement expires on August 19, 2017.

2. Section 4.02 of the Lease is hereby rewritten in its entirety to read as follows:

4.02 TENANT is hereby granted and shall, if not at that time in default of this Lease, have, for good and valuable consideration give, an option to extend the term of this Lease for four (4) additional consecutive periods of five (5) years after the expiration date of the initial term of this Lease for a final expiration date of August 19, 2037, on the same terms, covenants and conditions and subject to the same exceptions and reservations herein contained, yearly rental excepted.

3. Section 4.03 of the Lease is hereby rewritten in its entirety to read as follows:

4.03 TENANT shall be deemed to have exercised its option to extend the term of this Lease for each additional five (5) year term unless TENANT terminates it at the end of the then current term by giving the CITY written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. The following sentences are hereby added to the end of Section 5.01 of the Lease:

"Notwithstanding anything in the Lease to the contrary, effective as of the date of the First Amendment to Standard Tower Lease Agreement between the CITY and TENANT (the "First Amendment"), TENANT's total annual rent for 2014 shall be \$40,000.00 (regardless of the number of Providers on the Tower), with rent payable in 2014 prorated based on the number of days after January 1, 2014 on which the First Amendment is dated. TENANT shall have thirty (30) days after the effective date of the First Amendment in which to pay to the CITY the prorated amount of such annual rental (taking into account any payment of rent made by TENANT to the CITY for 2014 prior to the date of the First Amendment)."

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"5.03 The total annual rental for each year of the term of the Lease after 2014, and for each year of any Lease extension term pursuant to Section 4.02 hereof, shall equal 103% of the total annual rental for the immediately preceding year."

6. Section 5.04 of the Lease is hereby deleted in its entirety.
7. Section 5.06 of the Lease is hereby deleted in its entirety.
8. Section 5.07 of the Lease is hereby deleted in its entirety.
9. Parties' addresses set forth in Section 22.01 of the Lease is hereby amended and restated to read as follows:

If to the CITY: City of San Antonio
Information Technology Services Department
Attention:
Post Office Box: 839966
San Antonio, TX 78283-3966

If to the TENANT: San Antonio MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

10. Any and all references to the City's Department of Asset Management are to be replaced and updated to the City's Information Technology Services Department.

11. Exhibit D of the Lease is revised to reflect that TENANT shall have the right to install up to twelve (12) antennas on the tower at the 120' centerline elevation of the tower. Subject to existing City of San Antonio regulations as amended from time to time, TENANT shall have the right to construct, install, modify, replace, repair, or remove any and all of its antennas, equipment and other improvements at the PREMISES, provided that TENANT provides to the CITY prior written notice of such construction, installation, modification, replacement, repair or removal together with final engineering design drawings and structural analysis of the proposed installation, to be reviewed by CITY for approval, which will not be unreasonably denied. The revised engineering design drawings shall be incorporated into Exhibit D.

12. Miscellaneous.

a. Recitals. All recitals to this Amendment are incorporated within the body of this Amendment as if specifically set forth herein. Capitalized terms used herein have the meanings assigned thereto in the Lease, unless the context hereof otherwise requires or provides.

b. Entire Agreement. This Amendment, together with the Lease, sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto shall be valid unless made in writing and signed by all parties hereto.

c. Binding Effect. This Amendment will extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

d. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of Texas.

e. Affirmation of Lease. City and Tenant agree that, except as modified hereby, the Lease remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Lease, this Amendment will control and modify the Lease.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first set forth above.

CITY:

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a Texas municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

SAN ANTONIO MTA, L.P.
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC,
Its General Partner

By:  _____

Name: Aparna Khurjekar

Title: Area Vice President Network

Date: 5.6.14

FIRST AMENDMENT TO STANDARD TOWER LEASE AGREEMENT

This First Amendment to Standard Tower Lease Agreement (this "**Amendment**") is entered into effective as of _____, 2014, by and between **THE CITY OF SAN ANTONIO, a Texas municipal corporation ("City")**, and **SAN ANTONIO MTA, L.P. d/b/a Verizon Wireless ("Tenant")**, and is as follows:

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Information Technology Services Department
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d/b/a Verizon Wireless
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Attention: Network Real Estate

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a Texas municipal corporation

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Name: _____

Its: _____

Date: _____

TENANT:

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d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC,
Its General Partner

By:  _____

Name: Aparna Khurjekar

Title: Area Vice President Network

Date: 5.6.14 _____