

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

Amendment III

This Amendment III (this "Amendment"), dated this 6TH day of July, 2011 ("Effective Date"), is made to the License Agreement, dated July 1, 2001 as amended by Amendment I dated December 14, 2004 and Amendment II dated December 7, 2005, (collectively, the "Agreement") by and between **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless Services of Nevada, LLC ("LICENSEE"), and **CITY OF LAS VEGAS** ("LICENSOR"), a municipality, with respect to the site known as Atrium Tower located at 333 N. Rancho Drive, Clark County, Las Vegas, Nevada 89107 ("Premises").

LICENSOR's managing agent with respect to the Agreement is SBA Site Management, LLC ("SBAM"), a Florida limited liability company, having an address at 12250 Weber Hill Road, Suite 120, St. Louis, Missouri 63127.

LICENSEE and LICENSOR desire to amend the Agreement for the purpose of adding equipment at the Premises as further described herein, increasing the license fee and for other purposes as may be set forth in this Amendment.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSEE and LICENSOR agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Amendment will have the meanings set forth in the Agreement unless otherwise indicated.

2. **Equipment.** Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, LICENSEE shall have the right to swap six (6) panel antennas for larger and to install three (3) 8' antennas, six (6) Tower Mount Antennas (TMA's), six (6) Remote Radio Heads (RRH's), one GPS, three (3) Raycap surge suppressors, one (1) fiber cable and two (2) power lines ("Additional Equipment") at the Premises in accordance with all the terms and conditions of the Agreement.

Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, Exhibit A to the Agreement is deleted in its entirety and superseded and replaced with Exhibit A-1 attached hereto.

3. **License Fee.** Beginning upon the earlier of (i) the commencement of the installation of the Additional Equipment on the Premises or (ii) July 1, 2011, LICENSEE shall pay monthly to LICENSOR, in addition to and payable with the monthly license fee, an additional fee of One Thousand Two Hundred Dollars and Zero Cents (\$1200.00) (the "Additional Equipment Fee"), pro rated for partial months. The Additional Equipment Fee shall be subject to the same escalations, in amount and frequency, to which the license fee is subject in accordance with the Agreement. Payments under this paragraph 3 shall be in addition to any other amounts required under the Agreement.

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

4. Notices. Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, addresses in the Agreement are hereby superseded and replaced with the following:

LICENSEE'S Addresses:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004
Cell Site Number: LSVGNVL263
Cell Site Name: Road Rage
Fixed Asset Number: 10100995
Attn: Network Real Estate Admin.

with a copy to: New Cingular Wireless PCS, LLC
PO Box 97061
Redmond, WA 98073-9761
Cell Site Number: LSVGNVL263
Cell Site Name: Road Rage
Fixed Asset Number: 10100995
Attn: AT&T Legal Department

overnight: New Cingular Wireless PCS, LLC
16331 NE 72nd Way
Redmond, Washington 98052-7827
Cell Site Number: LSVGNVL263
Cell Site Name: Road Rage
Fixed Asset Number 10100995

LICENSOR'S Address:

City of Las Vegas
Attn: Real Estate & Utilities
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106

Managing Agent's Addresses:

SBA Site Management, LLC
12250 Weber Hill Road
Suite 120
St. Louis, Missouri 63127
Attn: Site Administration

with a copy to: SBA Site Management, LLC
1480 Route 9 North
Suite 303
Woodbridge, New Jersey 07095
Attn: Legal

with a copy to: SBA Site Management, LLC
5900 Broken Sound Parkway NW
Boca Raton, Florida 33487
Attn: Legal

5. Confirmation. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect without modification or amendment. This Amendment will form a part of the Agreement for all purposes and the Agreement and this Amendment will hereafter be read together. In case of any inconsistencies between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control.

[The next page is the signature page to this Amendment]

LICENSEE Site Number: LSVGNVL263

LICENSEE Site Name: Road Rage

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CITY OF LAS VEGAS

By:



Name:

Title:

Carolyn G. Goodman, Mayor

Approved as to form


John S. Ridilla Date
Deputy City Attorney

Attest By:


BEVERLY K. BRIDGES, MMC, City Clerk

By:



Name: KEVIN MCGEE

Title:

AREA MANAGER

[Signature page to this Amendment]

ACKNOWLEDGMENT

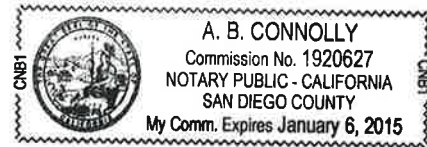
State of California
County of San Diego

On 6/1/2011 before me, A.B. Connolly, notary public
(insert name and title of the officer)

personally appeared Kevin McGee,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. B. Connolly (Seal)

LICENSEE Site Number: LSVG NVL263
LICENSEE Site Name: Road Rage

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature of Notary

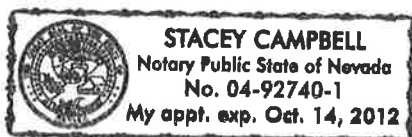
Commission Expiration Date:

[AFFIX NOTARIAL SEAL]

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On July 7, 2011, before me, Stacey Campbell
Notary Public, personally appeared Mayor Carolyn G. Goodman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:



Stacey L Campbell
Signature of Notary

Commission Expiration Date:

10-14-2012

LICENSEE Site Number: LSVG NVL263
LICENSEE Site Name: Road Rage

[AFFIX NOTARIAL SEAL]

[Notary page to this Amendment]

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

Exhibit A-1

Equipment

Note: Any equipment of LICENSEE not listed on this exhibit may not be installed by LICENSEE, unless the Agreement provides otherwise.

Call Sign: _____

Antennas:

TYPE & QUANTITY	MAKE	MODEL NO.	SIZE (L x W x D)	# of CABLES	CABLE SIZE	MOUNTING HEIGHT
6-TX/RX	Powerwave	RA31.7785	104" x 11" x 5"	12	1 5/8"	71'
3-TX/RX	Kathrein	800-10766	96" x 11.8" x 6"	6	1 5/8"	71'
1	GPS					
				3	1-10mm-Fiber line 2-19.7mm – Power lines	

Tower Mount Amplifiers, RRH's Surge Suppressors and Diplexers:

TYPE & QUANTITY	MAKE	MODEL NO.	SIZE (L x W x D)	# of CABLES	CABLE SIZE	MOUNTING HEIGHT
6-TX/RX	Powerwave	LGP17201	13.9" x 14.4" x 3.7"			Behind antennas
6	Diplexers					Within existing leased space
3	Lucent RRH	RRH2100 AWS	12" x 9" x 25"			
3	Lucent RRH	RRH700	12.6" x 5.7" x 28.8"			
3	Raycap Surge Suppressor	DC6-48-60-18-8F	11" x 24" x 18"			

Permitted Operating Frequency of Equipment:

TX Frequencies: 734-746, 824.04-834.99, 845.01-846.48, 1945-1950, 1975-1982 MHz

RX Frequencies: 704-716, 869.04-879.99, 890.01-891.48, 1865-1870, 1895-1902 MHz

Base Stations (4):

Manufacturer: _____

Model No.: _____

Dimensions: _____" L x _____" W x _____" D

Power Output: _____ watts

Power Requirement: _____ v _____ amps / Duty Cycle: _____

Three (3) metal cabinets on the concrete floor to occupy floor space of no more than one hundred eighty (180) square feet.

One (1) metal cabinet measuring 5'L x 10'W on the concrete floor in the rooftop mechanical room to occupy floor space of no more than fifty (50) square feet.

Effective Radiated Power of Licensee's Equipment: 600 watts