

**AMENDMENT NUMBER ONE
to WIRELESS SERVICES FACILITIES Lease dated October 27, 2009**

THIS AMENDMENT NUMBER ONE TO WIRELESS SERVICES FACILITIES LEASE ("Amendment Number One"), made the 2nd day of December, 2013, modifies that certain Wireless Services Facilities Lease ("Lease") dated 27th day of October, 2009, by and between Iowa City Community School District of Iowa City, Iowa, a governmental subdivision of the State of Iowa, by the Chairperson of the School Board, having an address 1725 North Dodge Street, Iowa City, Iowa 52245, hereinafter referred to as "Landlord," and USCOC of Greater Iowa, LLC, a Delaware limited liability company, having an address at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord and Tenant entered into this Lease to allow Tenant to locate a telecommunications base station located in 1900 Morningside Drive, Iowa City, Iowa, and;

WHEREAS, Landlord and Tenant have determined that the Lease needs to be amended to describe Tenant's additional modifications to the Premises, and;

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

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the Lease is now modified as follows:

1. Landlord hereby grants to Tenant the right to remove and relocate the three (3) existing antenna and add three (3) additional antenna to be located inside cupola, mounted to new mounts, all as depicted on Exhibits B-2 and C-2 attached hereto and made a part hereof. Landlord also grants to Tenant the right for six (6) new coax cables to be routed from existing equipment room to antenna, as depicted on Exhibits B-2 and C-2 attached hereto and made a part hereof.
2. Exhibits B and C of the Lease are modified by Exhibits B-2 and C-2 attached hereto and made a part hereof. The meaning of the terms "Premises" and "Antenna Facilities" as used in the Lease shall be modified accordingly to include such modifications.
3. In consideration of the foregoing, the Rent (as defined in the Lease) to be paid by Tenant to Landlord shall increase by Six Hundred Dollars (\$600) per month, such that Tenant shall pay Landlord the sum of the current Rent amount, as adjusted annually pursuant to the terms of the Lease, plus Six Hundred Dollars (\$600) per month as of the date of full execution of this Amendment Number One. If the date of full execution of this Amendment

Number One does not fall on the first day of the month, then Rent for the period from the first day of the month to the date of full execution shall be prorated based on the actual number of days therein and the previous Rent amount, and Rent for the period from the date of full execution to the last day of the month shall be prorated based on the actual number of days therein and the amended Rent amount set forth herein. The amended Rent amount shall increase annually pursuant to Section 4(b) of the Lease.

4. Tenant shall at all times operate the Antenna Facilities, as modified by this Amendment Number One, and associated equipment at the Premises in accordance with all applicable laws and regulations, including, but not limited to, Federal Communications Commission (FCC) and Occupational Safety and Health Administration (OSHA) regulations, rules, limits, standards, and guidelines regarding radio frequency exposure. As soon as reasonably possible after installation of the antennas, but in no event later than 90 days of installation, Tenant will, at its sole expense, cause a MPE study – RF exposure to be conducted by an independent, qualified third party that confirms compliance with the foregoing representation. The written results of the study will be provided to the Landlord immediately upon receipt of the results by Tenant. In the event that the radio frequency exposure is at a level which exceeds the limits regarding radio frequency exposure adopted by the FCC and/or OSHA, then Landlord may immediately terminate this Amendment Number One upon written notice to Tenant, or Landlord may require Tenant to take actions as mutually agreed upon by the parties to address the radio frequency exposure level at Tenant's sole expense. Tenant shall be responsible, at its sole expense, for complying with any FCC and/or OSHA safety practices stipulated for workers in or near the Premises, and agrees to post warning signs with respect to the Antenna Facilities.
5. In all other respects the Lease is hereby ratified and affirmed without change.
6. This Amendment Number One may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

LANDLORD: Iowa City Community School District

TENANT: USCOC of Greater Iowa, LLC, a Delaware limited liability company

By: Sally Hoelscher

By: John d. Greby

Printed: Sally Hoelscher

Printed: THOMAS S. WEBER

Title: Board President

Title: Vice President

Date: 11/26/13

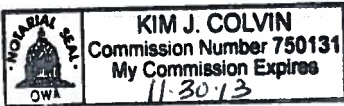
Date: 12-13-13

STATE OF IOWA

COUNTY OF JOHNSON

:SS

On this date: 11/26/13, before me, the undersigned, a Notary Public in and for the said State, personally appeared Sally Hoelscher, to me personally known, who being by me duly sworn, did say that he/she is the Board President of the Iowa City Community School District of Iowa City, Iowa, a governmental subdivision of the State of Iowa, executing the within and foregoing instrument to which this is attached; that the instrument was signed on behalf of the District by authority of its Board of Directors; and that Sally Hoelscher, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by him/her voluntarily executed.



Kim Colvin
Notary Public in and for said State

My commission expires 11/30/13

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Thomas Weber, Vice President, known to me to be the same person whose name is subscribed to the foregoing Amendment Number One to Wireless Services Facilities Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 13th day of December, 2013.



Karen F. Wierer
Notary Public

My commission expires 01/04/17

Site Name: City High School

Site Number: 760602

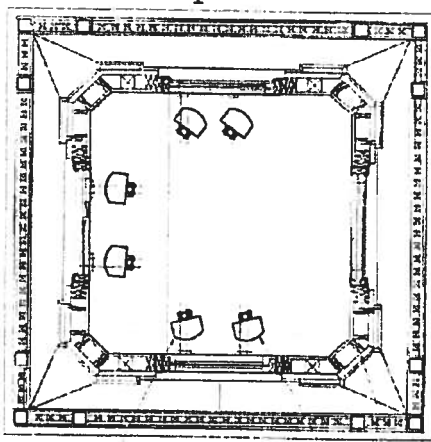
EXHIBIT B-2

EXHIBIT C-2

2 PROPOSED ANTENNA ORIENTATION (TOP VIEW)

NOTE: VERIFY INFORMATION w/ FINAL RF REPORT.

USC-01-AN-02-002



SECTOR 1 (ALPHA)
45° OFF TRUE NORTH
70'-0" ± C/L

NEW US CELLULAR
ANTENNA & w/ RU (TYP.
3) NEW ANTENNA MOUNT
TO MATCH EXISTING

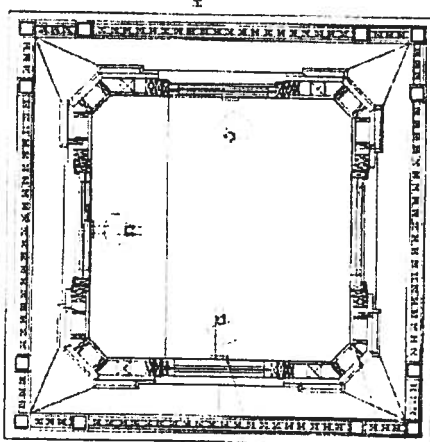
SECTOR 2 (BETA)
150° OFF TRUE NORTH
70'-0" ± C/L

NEW US CELLULAR
ANTENNA w/ RU (TYP. 3)
ON REDLOCATED ANTENNA
MOUNT

1 EXISTING ANTENNA ORIENTATION (TOP VIEW)

NOTE: VERIFY INFORMATION w/ FINAL RF REPORT.

USC-01-AN-02-002



SECTOR 1 (ALPHA)
45° OFF TRUE NORTH
70'-0" ± C/L

EXISTING ANTENNA &
MOUNT TO BE REDLOCATED

SECTOR 2 (BETA)
150° OFF TRUE NORTH
70'-0" ± C/L

SECTOR 3 (GAMMA)
270° OFF TRUE NORTH
70'-0" ± C/L

<p>CITY HIGH SCHOOL ANT. MOD/DOD USCC# 760602 1500 WEST 10TH TULSA, OK 74106 PHONE: 918-763-1100</p>	<p>PROJECT NO. 760602 DRAWING NO. 76 DATE: 01/11/02</p>	<p>SHIVEHATTERY ARCHITECTURE-ENGINEERING</p> <p>2025 Highland Plaza Suite 405 Oklahoma City, Oklahoma 73102 405-242-1241 Fax 405-242-1142 shivehattery.com 1000 North Lincoln Tulsa, Oklahoma 74103</p>	<p>U.S. Cellular A DIVISION OF SPRINT FRANCONIA, IA 50535</p>

November 12, 2013

The Board of Directors of the Iowa City Community School District, in the County of Johnson, State of Iowa, met in open session, in the Professional Development Center at the Educational Services Center, located at 1725 North Dodge Street, Iowa City, Iowa, at 6:00 P.M., on the above date. There were present President Hoelscher, in the chair, and the following members of the Board of Directors:

Tuyet Dorau, Patti Fields, Brian Kirschling

Chris Lynch, Jeff McGinness, Marla Swesey

Absent: None

The proposed action to adopt a resolution to set a public hearing on a proposed Amendment to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC was considered.

Director SWESLEY introduced the following resolution and moved that it be adopted. Director McGinness seconded the motion to adopt. The roll was called and the vote was:

AYES: Tuyet Duran, Putri Fields, Sally Hoelscher

Brian Kirschling, Chris Lynch, Jeff McGinness,
Marta Swesley

NAYS: NONE

Whereupon, the President declared the resolution duly adopted as follows:

NOTICE OF PUBLIC HEARING
ON PROPOSED AMENDMENT TO WIRELESS SERVICES FACILITIES LEASE
AT CITY HIGH WITH USCOC OF GREATER IOWA, LLC

Notice is hereby given that the Board of Directors of the Iowa City Community School District will hold a public hearing on November 26, 2013, at 6:00 P.M., in the Professional Development Center at the Educational Services Center, located at 1725 North Dodge Street, Iowa City, Iowa, on a proposed Amendment Number One to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC ("U.S. Cellular"). The proposed Amendment would amend the existing Lease by removing and relocating the three (3) existing antenna and adding three (3) additional antenna to be located inside the cupola, mounted to new mounts, and by granting U.S. Cellular the right for six (6) new coax cables to be routed from the existing equipment room to the antennas, all as located at City High, 1900 Morningside Drive, Iowa City, Johnson County, Iowa 52245 and more particularly described and depicted in the Exhibits attached to the proposed Amendment.

In consideration of the foregoing, U.S. Cellular has proposed to increase the monthly rent payable under the Lease by Six Hundred Dollars (\$600) per month, with said amended rent amount to increase annually pursuant to the provisions of the Lease.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, regarding the proposed Amendment.

A copy of the proposed Amendment to be considered by the Board at the public hearing may be reviewed at the office of the District's Board Secretary, 1725 North Dodge Street, Iowa City, Iowa.

After the public hearing, the Board may make a final determination to accept or reject the proposed Amendment as submitted, or upon condition that certain terms be changed, or the Board may defer action on the proposed Amendment until a subsequent meeting.

BOARD OF DIRECTORS, IOWA CITY
COMMUNITY SCHOOL DISTRICT

By 
Board Secretary

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

PUBLICATION CERTIFICATE

I certify that I am the Secretary of the Board of Directors of the Iowa City Community School District in the County of Johnson, State of Iowa, and that as Secretary of the Board of Directors and by full authority from the Board of Directors, I caused a

NOTICE OF PUBLIC HEARING
ON PROPOSED AMENDMENT TO WIRELESS SERVICES FACILITIES LEASE
AT CITY HIGH WITH USCOC OF GREATER IOWA, LLC

of which the clipping annexed to the publisher's affidavit attached is in words and figures a correct and complete copy, to be published in the Iowa City Press-Citizen, Iowa City, Iowa, a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and which has a general circulation in the District, and that the Notice of Public Hearing was published in the newspaper in all of the issues published and circulated on the following date:

November 15, 2013

which date was at least ten (10) days, but not more than twenty (20) days, before the date of the public hearing.

Dated November 20, 2013.



Secretary of the Board of Directors
of the Iowa City Community School District

(Attach publisher's affidavit, including newspaper clipping)

Printer's Fee \$ 35.20

CERTIFICATE OF PUBLICATION

STATE OF IOWA,

JOHNSON COUNTY, SS:

THE IOWA CITY PRESS-CITIZEN

FED.ID#42-0330670

I, Lisa Stuelke

being duly sworn, say that I am the legal clerk of the IOWA CITY PRESS-CITIZEN, a newspaper published in said county, and that a notice, a printed copy of which is hereto attached, was published in said paper 1 time(s), on the following date(s):

November 15, 2013

Lisa Stuelke

Legal Clerk

Subscribed and sworn to before me this 20th day of November A.D. 2013.

[Signature]

Notary Public



LINDA KROTZ
Commission Number 732619
My Commission Expires
January 27, 2014

OFFICIAL PUBLICATION

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT TO WIRELESS SERVICES FACILITIES LEASE AT CITY HIGH WITH USCOC OF GREATER IOWA, LLC

Notice is hereby given that the Board of Directors of the Iowa City Community School District will hold a public hearing on November 26, 2013, at 6:00PM., in the Professional Development Center at the Educational Services Center, located at 1725 North Dodge Street, Iowa City, Iowa, on a proposed Amendment Number One to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC ("U.S. Cellular"). The proposed Amendment would amend the existing Lease by removing and relocating the three (3) existing antenna and adding three (3) additional antenna to be located inside the cupola, mounted to new mounts, and by granting U.S. Cellular the right for six (6) new coax cables to be routed from the existing equipment room to the antennas, all as located at City High, 1900 Morningglade Drive, Iowa City, Johnson County, Iowa 52245 and more particularly described and depicted in the Exhibits attached to the proposed Amendment.

In consideration of the foregoing, U.S. Cellular has proposed to increase the monthly rent payable under the Lease by Six Hundred Dollars (\$600) per month, with said amended rent amount to increase annually pursuant to the provisions of the Lease.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, regarding the proposed Amendment.

A copy of the proposed Amendment to be considered by the Board at the public hearing may be reviewed at the office of the District's Board Secretary, 1725 North Dodge Street, Iowa City, Iowa.

After the public hearing, the Board may make a final determination to accept or reject the proposed Amendment as submitted, or upon condition that certain terms be changed, or the Board may defer action on the proposed Amendment until a subsequent meeting.

BOARD OF DIRECTORS, IOWA CITY COMMUNITY SCHOOL DISTRICT

By [Signature]
Board Secretary

RESOLUTION TO SET A PUBLIC HEARING ON A
PROPOSED AMENDMENT TO WIRELESS SERVICES FACILITIES LEASE
AT CITY HIGH WITH USCOC OF GREATER IOWA, LLC

WHEREAS, there is an existing Wireless Services Facilities Lease at City High (the "Lease") between the Iowa City Community School District (the "District") and USCOC of Greater Iowa, LLC ("U.S. Cellular");

WHEREAS, the Board of Directors of the District has received a proposal to enter into an Amendment Number One to the Lease (the "Amendment") with U.S. Cellular;

WHEREAS, the proposed Amendment would amend the existing Lease by removing and relocating the three (3) existing antenna and adding three (3) additional antenna to be located inside the cupola, mounted to new mounts, and by granting U.S. Cellular the right for six (6) new coax cables to be routed from the existing equipment room to the antennas, all as located at City High, 1900 Morningside Drive, Iowa City, Johnson County, Iowa 52245 and more particularly described and depicted in the Exhibits attached to the proposed Amendment;

WHEREAS, in consideration of the foregoing, U.S. Cellular has proposed to increase the monthly rent payable under the Lease by Six Hundred Dollars (\$600) per month, with said amended rent amount to increase annually pursuant to the provisions of the Lease;

WHEREAS, a copy of the proposed Amendment may be reviewed at the office of the District's Board Secretary, 1725 North Dodge Street, Iowa City, Iowa; and

WHEREAS, pursuant to Iowa Code Section 297.22, it is appropriate to publish a Notice of Public Hearing on the proposed Amendment and to receive and consider comments and objections thereto.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE IOWA CITY COMMUNITY SCHOOL DISTRICT:

Section 1. That this Board hereby sets a public hearing on the proposed Amendment for November 26, 2013, at 6:00 P.M., in the Professional Development Center at the Educational Services Center, located at 1725 North Dodge Street, Iowa City, Iowa.

Section 2. That the Board Secretary is authorized and directed to prepare and publish the Notice of Public Hearing on Proposed Amendment to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC, the form of which is attached to this Resolution.

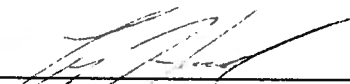
PASSED AND ADOPTED this 12th day of November, 2013.

IOWA CITY COMMUNITY
SCHOOL DISTRICT

By 

President of the Board of Directors
of the Iowa City Community School District

Attest:



Secretary of the Board of Directors
of the Iowa City Community School District

CERTIFICATE

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

I, the Secretary of the Board of Directors of the Iowa City Community School District in the County of Johnson, State of Iowa, certify that attached is a true and complete copy of the portion of the corporate records of this School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by this Board with respect to the matter at the meeting held on the date indicated in the attachment, and remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action were duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Iowa Code Chapter 21, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named on the date thereof possessed their respective offices as indicated, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed, or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named as officers to their respective positions.

WITNESS my hand hereto affixed this 12 day of November, 2013.



Secretary of the Board of Directors
of the Iowa City Community School District

November 26, 2013

The Board of Directors of the Iowa City Community School District, in the County of Johnson, State of Iowa, met in open session, in the Professional Development Center at the Educational Services Center, located at 1725 North Dodge Street, Iowa City, Iowa, at 6:00 P.M., on the above date. There were present President Sally Hoelscher, in the chair, and the following members of the Board of Directors:

Tuget Dorau, Patti Fields, Brian Kirschling

Chris Lynch, Jeff McGinness, Marla Swesey

Absent: None

The President announced that this was the time and place for the public hearing and meeting on the matter of the proposed Amendment to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC, and that notice of the hearing on the proposed Amendment had been published pursuant to the provisions of Section 297.22(1) of the Code of Iowa.

Inquiry was made whether any written objections had been filed by any resident or property owner of the District regarding the proposed action. The Secretary stated that ND written objections had been filed. Oral objections to the proposed action were then called for and received and none were made. Whereupon, the President declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The proposed action and the extent of objections thereto were then considered.

Director McGinness introduced the following resolution and moved that it be adopted. Director Swesey seconded the motion to adopt. The roll was called and the vote was:

AYES: Tuyet Doran, Patti Fields, Sally Hoelscher

Brian Kirshling, Chris Lynch, Jeff McGinness
Marla Swesey

NAYS: None

Whereupon, the President declared the resolution duly adopted as follows:

RESOLUTION APPROVING AMENDMENT TO
WIRELESS SERVICES FACILITIES LEASE
AT CITY HIGH WITH USCOC OF GREATER IOWA, LLC

WHEREAS, pursuant to notice published as required by law, the Board of Directors of the Iowa City Community School District (the "District") on the 26th day of November, 2013, held a public hearing on the proposed Amendment Number One to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC ("U.S. Cellular"), and the extent of objections received from residents or property owners as to said proposed action has been fully considered; and, accordingly, the following action is now considered to be in the best interests of the District and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE IOWA CITY COMMUNITY SCHOOL DISTRICT:

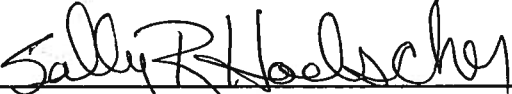
Section 1. That the District shall enter into the Amendment Number One to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC, which Amendment is attached to this Resolution, upon such terms and conditions as described therein, including, but not limited to, an increase in the monthly rent payable under said Lease by Six Hundred Dollars (\$600) per month, with said amended rent amount to increase annually pursuant to the provisions of the Lease.

Section 2. That the appropriate officials of the District and members of the District's administration are authorized to take all actions necessary to complete the Amendment Number One to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC, including, but not limited to, execution of the Amendment and all other necessary and appropriate documents.

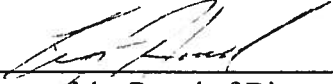
Section 3. That the Amendment Number One to Wireless Services Facilities Lease at City High with USCOC of Greater Iowa, LLC amends the existing Wireless Services Facilities Lease at City High between the District and USCOC of Greater Iowa, LLC by removing and relocating the three (3) existing antenna and adding three (3) additional antenna to be located inside the cupola, mounted to new mounts, and by granting U.S. Cellular the right for six (6) new coax cables to be routed from the existing equipment room to the antennas, all as located at City High, 1900 Morningside Drive, Iowa City, Johnson County, Iowa 52245 and more particularly described and depicted in the Exhibits attached to the proposed Amendment.

PASSED AND ADOPTED this 26th day of November, 2013.

IOWA CITY COMMUNITY
SCHOOL DISTRICT

By 
President of the Board of Directors
of the Iowa City Community School District

Attest:


Secretary of the Board of Directors
of the Iowa City Community School District

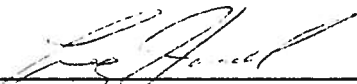
(Attach Amendment Number One to Wireless Services Facilities Lease
at City High with USCOC of Greater Iowa, LLC)

CERTIFICATE

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

I, the Secretary of the Board of Directors of the Iowa City Community School District in the County of Johnson, State of Iowa, certify that attached is a true and complete copy of the portion of the corporate records of this School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by this Board with respect to the matter at the meeting held on the date indicated in the attachment, and remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action were duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Iowa Code Chapter 21, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named on the date thereof possessed their respective offices as indicated, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed, or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named as officers to their respective positions.

WITNESS my hand hereto affixed this 26 day of November, 2013.



Secretary of the Board of Directors
of the Iowa City Community School District