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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BUSCH LAW FIRM
25025 SE KLAHANIE BLVD F203
ISSAQUAH WA 98029
BY: TMW, DEPUTY - WI 4 P.

Prepared by, and after recording

Return to:

Richard J. Busch
Busch Law Firm PLLC
25025 SE Klahanie Blvd., F203
Issaquah, WA 98029

Grantor: MDF, Inc.
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company
Legal Description: Official legal description attached as Exhibit 1
Tax Serial No.:
Cell Site Name & #: Highland Fixed Asset #: 10088363
State: Utah County: Salt Lake

MEMORANDUM OF FIRST AMENDMENT TO OFFICE BUILDING LEASE

This Memorandum of First Amendment to Office Building Lease is entered into on this 14th day of September, 2012, by and between MDF, Inc., successor-in-interest to CI Properties, Inc., having a mailing address of 3098 Highland Drive, Salt Lake City, Utah ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to Salt Lake City Cellular Telephone Company, a Utah partnership, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta GA 30004 ("**Tenant**").

1. Landlord and Tenant entered into a certain Office Building Lease on the 6th day of March, 1991, as amended by that certain First Amendment to Office Building Lease dated September 14, 2012 ("**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term was five (5) years ("**Initial Term**") and commenced on March 6, 1991, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of First Amendment to Office Building Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of First Amendment to Office Building Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.


12-2010 Amendment

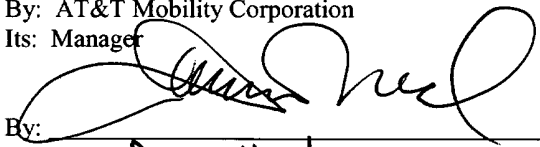
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IN WITNESS WHEREOF, the parties have caused this Memorandum of First Amendment to Office Building Lease to be effective as of the last date written below.

LANDLORD:
MDF, Inc.

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: 
Print Name: MARK D FISH
Its: PRESIDENT
Date: SEPT 11, 2012

By: AT&T Mobility Corporation
Its: Manager

Print Name: Dennis Neal
Its: Area Manager, RE & Construction
Date: Sept. 14, 2012

Prepared by:
Connie Misket
TAEC
9847 S 500 W
Sandy, UT 84070

EXHIBIT 1-A

DESCRIPTION OF PREMISES

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to the First Amendment to Office Building Lease dated September 14, 2012, by and between MDF, Inc., as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description: 3098 S. Highland Drive, Salt Lake City, Salt Lake County, Utah

Suite 409, shown in the Record of Survey Map for the Highland Park Plaza II Condominiums appearing in the records of the Salt Lake County Recorder, as Entry No. 10979283, Map No. 2010P-110 and as identified and described in the Declaration of Condominium, as amended and supplemented, appearing as Entry No. 10979284 of the official records of Salt Lake County Recorder together with an undivided interest in and to the common areas appertaining to said Suite as established in said Declaration, as amended and Map. This conveyance is subject to the provisions of the aforesaid Declaration of Condominium for Highland Park Plaza II Condominiums, including, any amendments thereto.

Parcel No: 16-28-313-022

Lease Area Sketch or Survey:

Attached.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

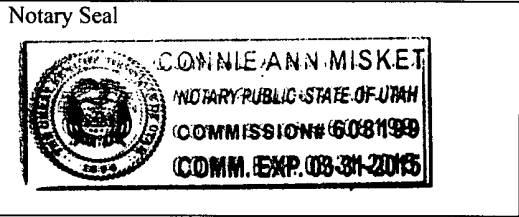
12-2010 Amendment

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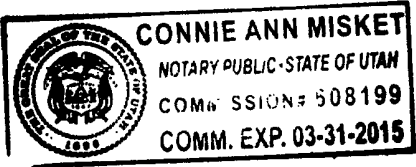
UTAH LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)
)ss.
COUNTY OF Salt Lake)

On this 11th day of September 2011, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Mark D. Fish, the President of MDF, Inc., known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company. Witness my hand and official seal.



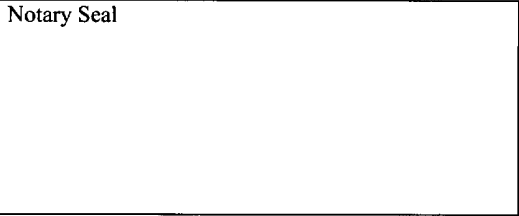
[Signature]
(Signature of Notary)



UTAH LANDLORD INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH)
)ss.
COUNTY OF _____)

On this ___ day of _____ 201___, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same. . Witness my hand and official seal.

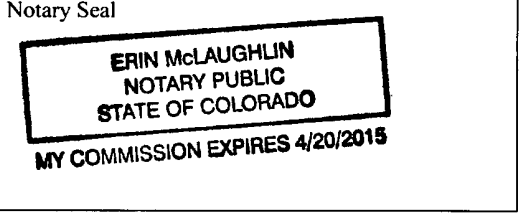


(Signature of Notary)

AT&T ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 14th day of September 2013 by Dennis Neal, the Area Mgr. RE: Construction of AT&T Mobility Corporation.



[Signature]
(Signature of Notary)
My Commission Expires: 4/20/2015