

SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between City of Rockville, a Minnesota municipal corporation, having a mailing address of 229 Broadway Street East, P.O. Box 93, Rockville, MN 56369 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Site Lease Agreement dated May 20, 2009 (“**Original Agreement**”), as amended by First Amendment to Site Lease Agreement dated December 3, 2012 (“**First Amendment**”), (the Original Agreement and the First Amendment are collectively referred to herein as the “**Agreement**”) whereby Landlord leased to Tenant certain premises (“**Premises**”), therein described, that are a portion of the property (“**Property**”) located at 308 Walnut Circle, Rockville, MN 56369; and

WHEREAS, the term of the Agreement will expire on December 31, 2028 and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the rent escalation rate; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify scope of Tenant's Permitted Use of the Premises; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement 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, Landlord and [Defined term for Tenant] agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of five (5) years, commencing on January 1, 2029. The Term will be automatically renewed for up to three (3) additional five (5) years terms (each an “**Extension Term**”) upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term “**Term**” shall include the New Initial Term and any applicable

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Extension Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant's may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

2. Future Rent Increase / Monthly Payments. The Agreement is amended to provide that commencing on January 1, 2019, Rent shall increase by twelve percent (12%) over the Rent paid during the previous term.

3. Permitted Use. Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sub lessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Agreement for any reason, so long as these changes do not exceed the structural capacity of the Water Tower at this height, or at AT&T's sole expense upgrade the structural capacity or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. . Tenant may operate the Communications Facility at any frequency for which it has all requisite licenses and permits so long as these frequencies do not cause an interference issue with an existing lawfully installed and properly operated tenant on the Water Tower. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

4. Expansion of the Premises. Landlord grants, to the extent practicable and on a space available basis, the Tenant the right to enlarge the premises or the Landlord shall make space available on the property for Tenant so that Tenant or its authorized sub lessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Premises, Tenant will pay and Landlord will accept as additional Rent under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Landlord's Property, which either party may record at its option.

5. Sale of Property.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

6. Rental Stream Offer. If at any time after the date of this Second Amendment, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may

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assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

7. **Notices.** Section 21 of the Original Agreement and is hereby deleted in its entirety and replaced with the following:

NOTICES. 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 Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: MNL01502
 Cell Site Name: ROCKVILLE / MN
 FA No: 10128832
 575 Morosgo Drive NE
 Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: MNL01502
 Cell Site Name: ROCKVILLE / MN
 FA No: 10128832
 208 S. Akard Street
 Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Rockville
 229 Broadway Street East
 P.O. Box 93
 Rockville, MN 56369

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.

8. **Acknowledgement.** Landlord acknowledges that: 1) this Second Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Second Amendment and the underlying Agreement and, prior to execution of this Second Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this

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Second Amendment and to have counsel review the terms and conditions of this Second Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Second Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

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

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

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this [Number of this amendment – *in words*] Amendment on the dates set forth below.

“LANDLORD”

City of Rockville
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

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TENANT ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by and when recorded, return to:

Vinnie Libreri

SAC Wireless

504 W. Madison Street, 17th Floor

Chicago, IL 60661

Re: Cell Site # MNL01502; Cell Site Name: ROCKVILLE
Fixed Asset Number: 10128832
State: Minnesota
County: Stearns

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between City of Rockville, a Minnesota municipal corporation, having a mailing address of 229 Broadway Street East, P.O. Box 93 Rockville, MN 56369 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the 20th day of May, 2009, as amended by a certain First Amendment to Site Lease Agreement dated December 3, 2012, as amended by a certain Second Amendment to Site Lease Agreement dated _____, __, 20__ for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The existing Term is set to expire on December 31, 2028. The new initial lease term will be five (5) years ("**New Initial Term**") commencing on January 1, 2029, with three (3) additional 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 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 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

“LANDLORD”

City of Rockville
a Minnesota municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

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to the Memorandum of Lease dated _____, 20____, by and between City of Rockville, a Minnesota municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware liability company, as Tenant.

The Premises are described and/or depicted as follows:

A portion of Landlord's property consisting of approximately six hundred square feet of ground space next to the tower, and nine (9) antenna locations between a minimum height of 125 feet and a maximum height of 135 feet on the tower located at 308 Walnut Circle, Rockville, MN legally described below.

Parcel Numbers: 76-41741-0067 and 76-41741-0066

Land: Lot Eight (8) and Nine (9), Block One (1), Countryside Addition Plat 6, according to the plat and survey thereof on file or record in the office of the country Recorder in and for Stearns County, Minnesota.