

Cell Site No.: W15128
Cell Site Name: Fire Department
Fixed Asset No.: 10083172
Market: IL / WI
Address: 736 Revere Drive

17-0643

FIRST AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT

THIS FIRST AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT ("First Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), is by and between the City of Manitowoc, having a mailing address of 900 Quay Street, Manitowoc, WI 54220 (hereinafter referred to as "**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to TeleCorp Realty L.L.C., a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor and Lessee (or its respective predecessor-in-interest) entered into an Antenna Collocation Lease Agreement dated March 19, 2001 (hereinafter, the "**Agreement**"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 736 Revere Drive, Manitowoc, WI; and

WHEREAS, the term of the Agreement will expire on March 18, 2026, 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, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to adjust the Annual Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to clarify scope of Lessee's permitted use of the Premises; and

WHEREAS, Lessor and Lessee, in their mutual interest, 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, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on March 19, 2021 ("**New Term Commencement Date**"). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the

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expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an **"Additional Extension Term"** and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Annual Rent.** Commencing on March 19, 2021, the current annual rent payable under the Agreement shall be Twenty-Eight Thousand Eight Hundred and No/100 Dollars (\$28,800.00) per year (the "**Annual Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Paragraph 5(c) of the Agreement shall be amended to provide that Annual Rent shall be adjusted as follows: commencing on March 19, 2026, and each year thereafter on March 19th, including throughout any Additional Extension Term exercised, the Annual Rent will increase by two percent (2%) over the Annual Rent paid during the previous year.

3. **Expansion of Permitted Use.** Lessee, its personnel, invitees, contractors, agents, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to Lessor, 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 (collectively, "**Communications Facility**"), or relocate the same within the Premises at any time during the term of the Agreement for any reason, so long as these changes do not exceed the structural capacity of the tower/structure at this height, or at Lessee'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. Lessee 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 tower/structure. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this section, in addition to any other rights it may have at law, Lessee may terminate the Agreement and shall have no further liability to Lessor. If Lessor does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee.

4. **Rental Stream Offer.** If at any time after the date of this First Amendment, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of the Annual Rent payments associated with the Agreement ("**Rental Stream Offer**"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee 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 Lessee chooses not to exercise this right or

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fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Annual Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Lessor attempts to assign or transfer Annual Rent payments without complying with this Paragraph, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Lessor complies with this Paragraph.

5. **Certificate of Insurance.** If Lessee fails to provide a certificate of insurance required by this Agreement within ten (10) days of a certificate lapsing, they shall pay Lessor a daily penalty of One Hundred and No/100 Dollars (\$100.00) a day until the correct coverage is in place and approved by the City Attorney or designee.

6. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly Annual Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

7. **Acknowledgement.** Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices.** Paragraph 20(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) 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 Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: W15128
Cell Site Name: Fire Department (WI); Fixed Asset No.: 10083172
575 Morosgo Drive NE
Atlanta, GA 30324

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With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: W15128
Cell Site Name: Fire Department (WI); Fixed Asset No: 10083172
208 S. Akard Street
Dallas, Texas, 75202-4206

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

And as to Lessor:

City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

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."

9. First Amendment to Memorandum of Agreement. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable First Amendment to Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

10. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First 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 First Amendment.

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

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LESSOR:
City of Manitowoc

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: Justin M. Nickels

Title: Mayor

Date: _____

By: [Signature]

Print Name: JC Mayfield
Professional-Tech Project Mgmt

Title: _____

Date: 25 July 2017

ATTEST:

Sign: _____

Name: Deborah Neuser

Title: City Clerk

ATTEST:

Sign: [Signature]

Name: ED GENOES

Title: SA, SPECIALIST

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

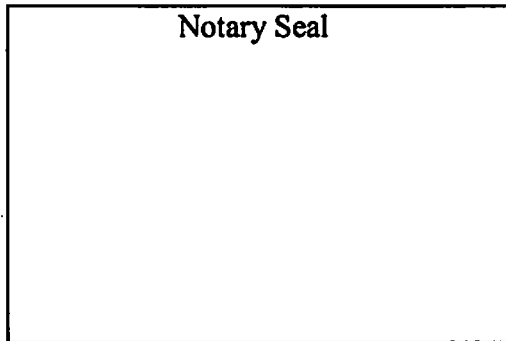
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LESSOR ACKNOWLEDGEMENT

STATE OF Wisconsin)
) SS.
COUNTY OF Manitowoc)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the City of Manitowoc, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

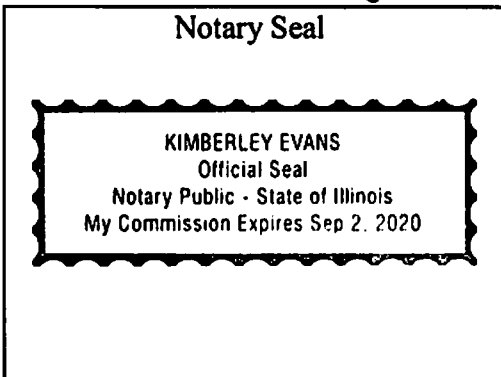
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LESSEE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I certify that I know or have satisfactory evidence that JC Mayfield
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the Professional-Tech Project Mgmt of AT&T Mobility Corporation, the
Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 25, 2017.



Kimberley Evans
(Signature of Notary)
Kimberley Evans

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

ILLINOIS
My appointment expires: 9/2/2020

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Attachment 1

First Amendment to Memorandum of Agreement

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

Document Number	Document Title
THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO: Michael Fraunces, President (858) 799-7850 Md7, LLC 10590 W. Ocean Air Drive, Suite 300 San Diego, CA 92130	
Parcel ID Number: 819-301-010	SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: WI5128
Cell Site Name: Fire Department (WI)
Fixed Asset Number: 10083172
State: WI
County: Manitowoc

First Amendment to Memorandum of Agreement

This First Amendment to Memorandum of Agreement is entered into on this ____ day of _____, 20____, by and between the City of Manitowoc, having a mailing address of 900 Quay Street, Manitowoc, WI 54220 ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to TeleCorp Realty L.L.C., a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Lessee").

1. Lessor and Lessee entered into a certain Antenna Collocation Lease Agreement dated March 19, 2001, as amended by that certain First Amendment to Antenna Collocation Lease Agreement dated _____, 20____ (collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Agreement reflecting the Agreement was recorded on July 27, 2001, as Volume 1536 at Page 110, in the public records of Manitowoc County, State of Wisconsin.
2. The parties have agreed that the Agreement has a new initial term of five (5) years ("New Initial Term"), commencing on March 19, 2021, subject to the provisions of the Agreement.

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3. The parties have agreed, following the New Initial Term, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the Agreement. The Agreement will be automatically renewed unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.
4. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
5. This First Amendment to Memorandum of Agreement 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 First Amendment to Memorandum of Agreement 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.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Agreement as of the day and year first above written.

LESSOR:
City of Manitowoc

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

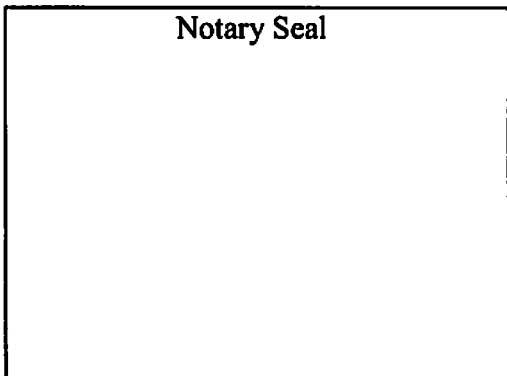
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LESSOR ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____) SS.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the _____ of the City of
Manitowoc, to be the free and voluntary act of such party for the uses and purposes mentioned in
the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

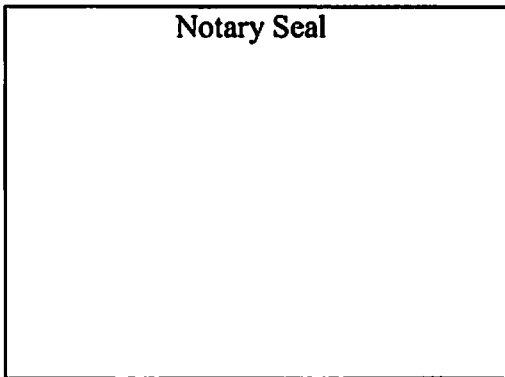
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LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the _____ of AT&T Mobility Corporation, the Manager of New
Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

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Exhibit 1 to First Amendment to Memorandum of Agreement

Legal Description

Street Address: 736 Revere Drive, Manitowoc, WI 54220

Parcel ID Number: 819-301-010

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

Being part of the North half (N1/2) of the Southwest Quarter (SW 1/4) and South One-half (S 1/2) of Northwest Quarter (NW 1/4), Section 19, Township 19 North, Range 24 East, including all of Block Two (2) of F. Heyroth's Subdivision and all of Woodlawn Addition and the South 37.5' of vacated part of Prospect Avenue, City of Manitowoc, Manitowoc County, Wisconsin.

Description of Premises:

Lease Parcel Area:

A part of the Northeast ¼ of the Southwest ¼ of Section 19, T19N., R24E., City of Manitowoc, Manitowoc County, Wisconsin, being more particularly described as follows: Commencing at the South ¼ corner of said Section 19; thence along the east line of the said southwest ¼, N 00° 28' 43" E. 2116.59 feet; thence N. 89° 03' 00" W., 60.21 feet to the west right of way of Revere Drive; thence continuing N. 89° 03' 00" W. 270.79 feet; thence S. 00° 49' 18" E. 49.07 feet to the point of beginning; thence continuing S. 00° 49' 18" E. 12.00 feet; thence S. 89° 10' 42" W. 20.00 feet; thence N. 00° 49' 18" W., 12.00 feet; thence N. 89° 10' 42" E. 20.00 feet to the point of beginning. Said parcel contains 240 square feet.

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Ingress and Egress Easement

An Ingress/Egress Easement 10 feet wide located in the Northeast ¼ of the Southwest ¼ of Section 19, T. 19 N., R 24 E, City of Manitowoc, Manitowoc County, Wisconsin the centerline of which is more particularly described as follows: Commencing at the South ¼ corner of said Section 19; thence along the east line of the said Southwest ¼, N. 00° 28' 43" E. 2116.59 feet; thence N. 89° 03' 00" W. 60.21 feet to the west right of way line of Revere Drive and the point of beginning; thence continuing N. 89° 03' 00" W. 318.31 feet; thence S. 21° 41' 00" W., 109.44 feet; thence N. 89° 18' 00" E., 50.25 feet to the point of termination of said easement. It is the intent of this description to describe an easement 10 feet wide in its entirety from the point of beginning to the point of termination.

Utility Easement

A Utility Easement, 10 feet wide, located in the Northeast ¼ of the Southwest ¼ of Section 19, T. 19 N., R 24 E., City of Manitowoc, Manitowoc County, Wisconsin, the centerline of which is more particularly described as follows: Commencing at the south ¼ corner of said section 19; thence along the east line of the said southwest 1/4; N. 00° 28' 43" W., 2116.59 feet; thence N. 89° 03' 00" W., 60.21 feet to the west right of way line of Revere Drive; thence along the said right of way line, S. 22° 48' 00" W., 115.00 feet to the point of beginning; thence S. 86° 32' 34" W., 220.72 feet, thence N. 45° 56' 20" W. 32.76 feet to the point of termination along the east wall of an existing brick equipment building. It is the intent of this description to describe an easement 10 feet wide in its entirety from the point of beginning to the point of termination along said wall.