

10/21/14

AMENDMENT TO SITE LEASE AGREEMENT

This Amendment to Site Lease Agreement ("Amendment") is by and between the Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive NE, Atlanta, GA 30324 ("Lessee").

WHEREAS, Lessor and Lessee (or their respective predecessors-in-interest) entered into a Site Lease Agreement between the parties signed on or about September 5th, 2006, with respect to a cell tower located at 2290 Platte Road, Homer, NE;

WHEREAS, Long Lines Communications, LLC a Delaware limited liability company, Long Lines Wireless, LLC, a Delaware limited liability company, Long Lines, LLC, a Delaware limited liability company, LL License Holdings, LLC, a Delaware limited liability company, LL License Holdings II, LLC, a Delaware limited liability company, Advanced Network Communications, L.L.C., an Iowa limited liability company (each an "Assignor" and, collectively, the "Assignors"), and LL Acquisition Company, LLC a Delaware limited liability company ("Assignee") entered into an Global Contribution, Bill Of Sale, Assignment, And Assumption Agreement dated December 20, 2013;

WHEREAS, LL Acquisition Company, LLC a Delaware limited liability company merged with and into Lessee on February 28th, 2014;

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

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment 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; 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 as follows:

1. Leased Premises: Lessor hereby leases to the Lessee, for the period, at the rental, and upon the terms and conditions set forth herein and in the Agreement, the following Leased "Premises" located at 2290 Platte Road , Homer, NE.
2. Use and Non-Interference of Premises: The Premises shall be used by Lessee only for the installation, operation, and maintenance of a communications system, including but not limited to cellular telephone, PCS Telephone, radio, paging and other narrow band and broad band radio wave transmission and reception and related purposes. Lessee shall not do or permit any activities upon the Premises, which would cause interference to Lessor or with Lessor's principle use of the Premises as a Guyed Tower located at 2290 Platte Road , Homer, NE. The Lessee will only install its equipment on the Lessee's Communication Platform inside of the site fenced in area. This is not an exclusive lease of the premises. Lessor retains the right to lease additional space to other Lessees provided that the additional lessees do not utilize equipment that would interfere with the transmission signals of the Lessee. Additionally, Lessor will continue to use the premises for their own business or Public Safety purposes.
3. Exhibit A- Long Lines Wireless LLC Site Plan Sketch to the Agreement is hereby deleted in its entirety and replaced with a new LL Acquisition Company, LLC Site Plan, attached hereto as Exhibit A ("Site Plan"). It is understood that as a result of this Amendment, the Site Plan indicates the new updated engineering, antenna's, mounts shelters and other hardware permitted at the Premises.
4. Exhibit C of the Agreement is omitted as it is covered in Exhibit A
5. Exhibit D of the Agreement is omitted as it is covered in Exhibit A
6. Rent -- Lessee shall pay Lessor monthly "Rent" Effective as of the latter of the signature dates below, Lessee shall pay Lessor \$2,275.00 "Rent" per month during each year of the First Renewal Term. Both parties agree to negotiate in good faith a new monthly rent rate increase if Lessee needs to place additional equipment on the tower during the First Renewal Term.

Each month's Rent payment shall be due to Lessor on or before the first day of each month. In addition Lessee shall be responsible for its electric utility service only. Lessee will be direct billed by the appropriate power/utility company. It is understood that as a result of this amendment, indicates the new monthly rental rates for allowing the Lessee to increase their equipment on the tower and the size of the Communications platform.

7. Notices. Section 12 of the Agreement 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 Lessee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #:DESMNEU1754
 Cell Site Name: Homer-LLW-NESC
 FA No: 13169481
 Suite 13-F West Tower
 575 Morosgo Drive NE
 Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site # DESMNEU1754
 Cell Site Name: Homer-LLW-NESC
 FA No:13169481
 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 Lessor: Woodbury County, Iowa
 620 Douglas Street, Suite 104
 Sioux City, Iowa 51101
 C/O Starcomm Public Safety Board
 121 Deer Run Trail
 Climbing Hill, IA 51015

8. Effect of Amendment. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to as of the date written below.

Dated 10-21, 2014

Woodbury County, Iowa

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



By: George Boykin

Title: Chairman

Attest:



Patrick Gill, County Auditor

BY: AT&T Mobility Corporation

ITS: Manager

BY: AT&T Mobility Corporation

Name: AT&T Mobility Corporation

Title: Real Estate & Construction Manager

EXHIBIT A

Site Plan



