Market: MNP
Cell Site Number: DESMIAU1753
Cell Site Name: WEST_HIGH-LLW-IASC-Sioux City
Fixed Asset Number: 13169467

## THIRD AMENDMENT TO SITE LEASE AGREEMENT

It is agreed between the Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board, the City of Sioux City, lowa ("Lessors") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Lessee") as follows:

WHEREAS, Lessors and Lessee (or their respective predecessors-in-interest) entered into a Site Lease Agreement between the parties signed on or about September 5, 2006 and went into effect on September 29, 2006 when the building permit was issued, with respect to a cell tower located at 3430 W. $23^{\text {rd }} \mathrm{St}$, Sioux City, lowa (the "Agreement");

WHEREAS, the parties amended the Agreement on March 4, 2008 ("First Amendment");
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 lowa 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 New Cingular Wireless PCS, LLC a Delaware limited liability company on February 28, 2014.

WHEREAS, the parties amended the Site Lease Agreement on October 27, 2014 ("Second Amendment');

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

WHEREAS, Lessors 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, Lessors and Lessee, in their mutual interest, wish to amend the Agreement for a third time as set forth below accordingly ("Third Amendment").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessors and Lessee agree as follows:

Market: MNP
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1. Exhibit A-Long Lines Wireless LLC Site Plan Sketch is amended by removing it and replacing it with a new LL Acquisition Company, LLC Site Plan, attached herein as Exhibit A-3. 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 at this location.
2. Exhibit C - is omitted as it is covered in Exhibit A-3.
3. Exhibit D- is omitted as it is covered in Exhibit A -3.
4. Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following: --

Renewal Term Rent Lessee shall pay Woodbury County, lowa, administrator of funds of Starcomm Public Safety Board, "Rent," for each month of the Five (5) years for Renewal Terms as listed below in this paragraph. Each monthly Rent payment shall be due to Woodbury County, lowa on or before the first day of each month. In addition, Lessee shall be responsible for all utility service payments with the exception of telephone service used exclusively by Lessors.
a. First Renewal Term (years 6 through 10) Rent shall be increased by $10 \%$ of the highest amount paid during the initial term.
b. Second Renewal Term (years 11 through 15) Rent shall be increased by $10 \%$ of the highest amount paid during the First Renewal Term. On March 1, 2018, Rent shall be increased by Four Hundred Seventy-Five and 00/100 Dollars (\$475.00) a month, bringing the total monthly rent to Two Thousand Nine Hundred and Seventy-Seven Dollars and 50/100 $(\$ 2,977.50)$ for the remainder of the Second Renewal Term. It is understood by the Parties that this increase in monthly rent is in consideration for allowing Lessee to update their equipment on the tower and the use of the empty Communications Shelter as identified in Exhibit A.
c. Third Renewal Term (years 16 through 20 ) Rent shall be increased by $10 \%$ of the highest amount paid during the Second Renewal Term.
d. Fourth Renewal Term (years 21 through 25) Rent shall be increased by $10 \%$ of the highest amount paid during the Third Renewal Term.
5. 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 \#: DESMIAU1753
Cell Site Name: WEST_HIGH-LLW-IASC - Sioux City
FA No: 13169467
```


## Market: MNP

Cell Site Number: DESMIAU1753
Cell Site Name: WEST_HIGH-LLW-IASC-Sioux City
Fixed Asset Number: 13169467

575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site \# DESMIAU1753
Cell site Name: WEST_HIGH-LLW-IASC - Sioux City
FA No: 13169467
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 Lessors: Woodbury County, lowa
    Board of Supervisors
    6 2 0 \text { Douglas Street, Suite } 1 0 4
    Sioux City, lowa }5110
    Starcomm Public Safety Board
    P.O. Box 447
    Sioux City, lowa }5110
    ATTN: Glenn Sedivy
    City of Sioux City, Iowa
    4 0 5 \text { Sixth Street}
    P.O. Box 447
    Sioux City, lowa }5110
    ATTN: City Clerk
```

6. Other Terms and Conditions Remain. In the event of an inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third 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 Third Amendment.
7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, this Third Amendment is effective and entered into as of the date last written below.


## LESSEE:

## Attest:

New Cingular Wireless PSC, LLC By: AT\&T Mobility Corporation

By:


Title:
Date:


## CONSENT TO SUBLEASE AMENDMENT

On this $\qquad$ day of $\qquad$ , 2018, Sioux City Community School District as Landlord and pursuant to Paragraph 8 of the Lease - Business Property dated October 25, 2004 hereby consents to the Sublease Amendment between Starcomm, Woodbury County, Iowa, the City of Sioux City and New Cingula Wireless DSC, LLC.

PCS

Sioux City Community School District
$B y$ :
Print Name:

Title:

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

Market: MNP
Cell Site Number: DESMIAU1753
Cell Site Name: WEST_HIGH-LLW-IASC-Sioux City
Fixed Asset Number: 13169467

LESSOR ACKNOWLEDGEMENT

STATE OF IOWA

## COUNTY OF WOODBURY

On the $\underline{8 t y}$ day of may_ in the year 2018 before me, the undersigned, personally appeared Rocky Dewitt personally known to me or proved to me on the basis of satisfactory evidence to be the individuals) whose names) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


MICHELLE K SKAFF
Commission Number 808998
My Commission Expires
February 16, 20.21
My Commission Expires: $\qquad$

## STATE OF IOWA

## COUNTY OF WOODBURY

On the $8^{\text {m }}$ day of May in the year 2018 before me, the undersigned, personally appeared Pat \&ill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signatures) on the instrument, the individuals), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public
Pinned Name: Michelle K.S Ska ff
MICHELLE K SKAFF
Commission Number 808998 My Commission Expires February 16, $20-21$

My Commission Expires: $2-16-2021$

## Market: MNP

Cell Site Number: DESMIAU1753
Cell Site Name: WEST_HIGH-LLW-IASC-Sioux City
Fixed Asset Number: 13169467

## LESSOR ACKNOWLEDGEMENT

## STATE OF IOWA )

COUNTY OF WOODBURY
On this 20 th day of A lust , 2018 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Robert E . Scott, Mayor of the City of Sioux City, Iowa, and Lisa L. McCardle, City Clerk of said City, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Sioux City, Iowa, the day and year last above written.


## Market: MNP

Cell Site Number: DESMIAU1753
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## LESSEE ACKNOWLEDGEMENT

STATE OF MNNesota
county of Romper
On the 12 day of April in the year 2018 before me, the undersigned authority, on this day personally appeared _michelle Dusandof AT\&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said New Cingular Wireless PCS, LLC, and that he/she executed the same as the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.


Printed Name: $\qquad$


My Commission Expires: $1 / 312001$

Market: MNP
Cell Site Number: DESMIAU1753
Cell Site Name: WEST_HIGH-LLW-IASC-Sioux City
Fixed Asset Number: 13169467


|  APPLY: <br>  |  <br> 24. THE AREAS OF THE OWNER'S PROEERT DISTVEBED EY THE WOORK AND NOT COUERED | 52. AL RF CONNECTIONS GROUNOING HARDWARE AND ANTENA HARDW CONNECTIN. $A$. FF CONEECTION BOTH SIDES OF THE CONNECTOR. |  |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  | 26. NO FIL OR EMANKMEN MatERRL SHALL BE PLACED ON frozen grounding. frozen |  |  |
|  |  | $5$ |  |
| APPLICABLE REGULATIONS. <br> 6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING |  | AFPA 70 (NEC) ARTCLES 336 AND 392 RULES SHALL APPLY <br> CABLE TANCE (6) SIX FEET SHALL NOT ARE EXCEEDEO WITHOUTUN CONTINUOUS SUPPORTING, <br> 55. when installing optic fiber trunk cables or tipe tc-er cables into conouts, |  |
|  | 30. CONTRACTOR SHAL SUBMT A COMPLEIE SET OF AS-BULIT REDUNES TO THE GENERAL | PA (NEC) ARTCLE 300 RULES SHALL APPLY, |  |
| 7. PLANS ARE NOT TO BE SCALED THESE PLANS ARE INTENDED TO BE AA DAGRAMATIC OUTINE ONLY UNLESS OTHERMSE NOIED. OMMENSIONS SHOWN ARE TO FINISH SURFACES UNLESE OTHERWSE NOTED. SPACING BETWEN EOUPYENT ISTHE MNMMUM REOUR ANS OUESTIONS REGARONG THE CONTRCT DOCUMENTS. THE CONTRACTOR SHALL BE <br>  <br>  | OR SEMER Require). <br>  <br>  | 63. CONTRACTOR SHALL VERIY THE DOWN-TLT OF EACH ANTENNA WTH A DIG 64. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTIO |  |
| 8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH <br> MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE <br> 9. IF THE SPECIIED EOUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALERNATVE INSTALLATON SPACE FOR APPROVAL THE THE ENGINEER PRIOR TO PROCEEDNG. <br> 10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, |  <br>  |  |  |
|  |  | APPROVED MANNER, AT DISTANCES NOT TO EXCEED $4^{\prime}-0^{\circ}$ OC. <br> 66. ALL COAAXAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN |  |
| THE LOCAL JURISDICTION. <br>  <br> 10. GENERAL CONTRACTOR SHALL BE RESPRNSIBLE FOR THE SAFETY OF WORK AREA, |  <br>  <br> 37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS. |  | Nor for costiven umuss |
| OTHER DISCIPUINES. <br> 11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITES WITH | 38. INFORMATON SHOWN ON THESE ORRMNGS WAS OBTANED FRRM SIIE MSITS ANDOR <br>  <br>  |  |  |
|  <br>  |  |  |  |
|  <br>  | ANTENNA MOUNTING <br> 40. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT <br> local codes. |  |  |
|  <br>  CONOLIONS THAT DEVMAIE FROM THE DRAWNGS PRIOR TO BEGINNNG CONSTRUCTON. | 41. All stee materials shall be gaivanize after fabricaton in accordance wit ASTM A123 UNLESS ZINC NOTED OTHOT-DI |  | Soryms sal: |
| 15. Contractor shall provid writen nolice to the constructon mannagr ab HOURS PROR TO COMMENCEMENT OF WORK |  <br>  |  |  |
|  CONTRCTIOR'S EXXEENE TO THE SAISFACTIN OF THE OWNER. |  | AL con |  |
| 17. THE Connractor shall connact utury locanng servces pror to the start of CONTRCCTORS TO THE SIE ANO/OR UUILOMG. <br> 18. General contractor shal cooronmate ano mantan access for all trades ano | 44. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL <br> Et Toroued to munvecturers recomenvortons. |  | \%1936 |
|  |  |  | - |
|  PTWNS. consiruction. <br>  <br>  |  <br>  <br>  |  |  |
|  |  | coaxal cable grouno kits. follo |  |
| 22. ALL EXISTING ACTVE SEWER, WATER, GAS, EEECTRIC, AND OTHER UTUMES SHAL BE <br>  <br>  <br>  | 48. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSIIE POLARIZATON'S IN EACH <br> 49. Contractor shal recoro the serlal it secior. and position of each actuator <br> 50. TMA'S SHAU BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA |  <br>  GROUNDING OUTIDE THE EOUPMENT SHELIER AT ENRY PORT, GROUNONG INSIDE THE EOUPMENT SHELTER AT THE ENTRY PORT. All PROPOSED GROUNO BAR DOWNLEADS ARE TO BE TERMNATED TO THE |  |
|  | Topoue requirewens |  |  |











