

Market: MNP
Cell Site Number: BXH28/MNL05328
Cell Site Name: Baxter North WT
Fixed Asset Number: 10125014

FOURTH AMENDMENT TO ANTENNA SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO ANTENNA SITE LEASE AGREEMENT ("**Amendment**"), is dated to be effective as of the latter of the signature dates below, by and between City of Baxter, a Minnesota Municipality, having a mailing address of 13190 Memorywood Drive, Baxter, MN 56425 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into an Antenna Site Lease Agreement dated August 15, 2006, First Amendment to Antenna Site Lease Agreement dated March 6, 2009, Second Amendment to Antenna Site Lease Agreement dated December 11, 2012, and Third Amendment to Antenna Site Lease Agreement dated April 21, 2015 by which Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 15042 Inglewood Drive, Baxter, Minnesota 56425 (collectively, the "**Agreement**"); and

WHEREAS, Tenant desires to change, modify or relocate the Communication Facility, which Landlord is willing to approve; and

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

WHEREAS, Landlord and Tenant desire to amend the Agreement further as set forth below.

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

1. **New Exhibit 4-A.** Tenant shall have the right, in its sole discretion, to change, modify or relocate equipment as more completely described on attached Exhibit 4-A and approved by KLM, the Landlord's consulting structural engineer, as part of its review. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 4-A. Exhibit 4-A hereby replaces Exhibit A to the Agreement.

2. **Rent Modification.** In exchange for the right to install three (3) additional antennas as provided in Exhibit 4-A, the Tenant's rent shall be increased by Eight Hundred and No/100 Dollars (\$800) per month effective the 1st day of the month following the effective date of this Amendment and same shall be subject to all period increases as set forth in the Agreement. Thus, with the right to three additional antennas added with this Amendment, the rent shall be Four Thousand One Hundred Forty-Six Dollars and 09/100 Dollars (\$4,146.09) per month for the remainder of 2026 and same shall be subject to all periodic increases as set forth in the Agreement.

3. **Notices.** Section 20 of the Agreement is deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder shall 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 shall be addressed to the parties as follows.

If to LANDLORD:

City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

If to TENANT: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # BXH28/MNL05328
Cell Site Name: Baxter North WT
Fixed Asset #: 10125014
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # BXH28/MNL05328
Cell Site Name: Baxter North WT (MN)
Fixed Asset #: 10125014
208 S. Akard Street
Dallas, Texas, 75202-4206

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

4. Unmanned Aircraft System. Landlord grants Tenant, and any Unmanned Aircraft System (“UAS”) operator acting on Tenant’s behalf, express permission to use a UAS to fly over the applicable Property and Premises in connection with Tenant’s installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, and to use audio and video navigation and recording in connection with the use of the UAS in compliance with all applicable laws and regulations.

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

6. Capitalized Terms. All capitalized terms used but not defined in this Amendment shall have the same meanings as defined in the Agreement.

7. Legal and Administrative Fee. Upon execution of this Amendment, Tenant shall pay to Landlord a one-time legal and administrative fee in the amount of One Thousand and No/100 Dollars (\$1,000) to offset the Landlord’s legal and administrative costs.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the latter of the signature dates below.

LANDLORD:

City of Baxter

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

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

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

EXHIBIT 4-A

(9) Panel Antennas
(12) RRU's
(3) DC6 Surge Suppressor
(6) DC Control Cables
(3) Fiber Cables