

FIRST AMENDMENT
TO COLORADO OPTION AND STRUCTURE LEASE AGREEMENT

This First Amendment to Colorado Option and Structure Lease Agreement (the "**First Amendment**") is effective as of _____ (the "**Effective Date**") by and between the City of Fort Collins, Colorado, a Colorado municipal corporation ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

A. Landlord and Tenant (or their predecessors-in-interest) entered into that certain Colorado Option and Structure Lease Agreement dated October 3, 2005 and effective October 12, 2005 (the "**Lease**") regarding the leased premises ("**Premises**") located at 1715 W. Mountain Avenue, Fort Collins, CO 80521 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. The term of the Agreement shall be amended to provide that the current term, which commenced on March 08, 2018, shall expire on October 20, 2023 ("**Current Term**"), and commencing on October 21, 2023, will be automatically renewed, upon the same terms and conditions of the Agreement, for one (1) additional five (5) year term (the "**Renewal Term**"). Hereafter, "**Term**" shall include the Current Term and the Renewal Term. Lessor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Agreement as permitted prior to the Renewal Term.
2. Commencing October 21, 2023, Tenant shall pay Landlord annual rent in the amount of Twenty-Four Thousand and No/100 dollars (\$24,000.00) per year (the "**Rent**"). Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.

Rent shall be adjusted annually on each anniversary of the Renewal Term commencement date by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.

If Tenant remains in possession of the Premises at the expiration or termination of this Lease without a new written agreement, such tenancy shall be deemed a month-to-month tenancy. Rent for the holdover period shall be 150% of the last current annual rent, plus the three percent annual (3%) escalator as applicable, prorated and paid monthly on the first day of each month.

3. All notices, requests, and demands shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may

from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:
 New Cingular Wireless PCS, LLC
 Attn: TAG – LA
 Re: Cell Site #: COL030360
 Cell Site Name: Sheldon Lake (TX)
 Fixed Asset #: 10099199
 1025 Lenox Park Blvd. NE
 3rd Floor
 Atlanta, GA 30319

With a copy to:
 New Cingular Wireless PCS, LLC
 Attn: Legal Department
 New Cingular Wireless PCS, LLC
 Re: Cell Site #: COL030360
 Cell Site Name: Sheldon Lake (TX)
 Fixed Asset #: 10099199
 208 S. Akard Street
 Dallas, TX, 75202-4206

If to Landlord:
 City of Fort Collins, Colorado
 300 Laporte Avenue, Building B
 Fort Collins, CO 80521
 Attn: Real Estate Service Manager

4. Tenant will ensure that Landlord has current contact information for Tenant's employees, representatives and/or contractors that are in charge of access, maintenance, and repairs on the Premises.
5. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
6. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
7. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment.
9. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

LANDLORD:

**City of Fort Collins, Colorado,
a Colorado municipal corporation**

By: _____

Print Name: Kelly DiMartino

Title: City Manager

Date: _____

TENANT:

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

By: AT&T Mobility Corporation

Its: Manager

DocuSigned by:
Mark Johns
F0CDE175DEBF43B...

By: _____

Print Name: Mark Johns

Title: Area Manager

Date: 7/8/2022

ATTEST:

By: _____

Print Name: Anissa Hollingshead

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Print Name: Ingrid Decker

Title: Senior Assistant City Attorney