

Market: Northern Plains (MN)
Cell Site No.: MNL05016
Cell Site Name: GRAND RAPIDS POKEGAMA AVENUE
Fixed Asset Number: 11652785

**FIRST AMENDMENT TO
LEASE FOR COMMUNICATIONS FACILITY AND
LIMITED USE OF WATER TOWER
(MIDDLE TOWER – NEW CINGULAR)**

THIS FIRST AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER ("First Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), is by and between:

Grand Rapids Public Utilities Commission, and State of Minnesota 500 Southeast 4th Street Grand Rapids, MN 55744 (hereinafter referred to as "City")	and	New Cingular Wireless PCS, LLC, a Delaware limited liability company 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (hereinafter referred to as "Lessee").
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WHEREAS, City (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) entered into a Lease for Communications Facility and Limited Use of Water Tower dated June 26, 2017, (the "Agreement"), whereby City leased to Lessee certain site ("Site"), therein described, that are a portion of the property ("Property") located at 10th Street SE, Grand Rapids, MN; and

WHEREAS, City and Lessee desire to amend the Agreement to increase the number of antenna that Lessee may install upon the Premises; and

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

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City 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. Lease of Premises. Subject to prior compliance with all approval requirements and regulatory compliance terms of the Agreement, relating or pertaining to an increase in the number of antenna at the Premises, Lessor agrees to permit Lessee to increase the total number of antenna upon the Premises from a total of nine (9), to a total of twelve (12).
2. 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

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City, its employees and agents from and against any claims, damages, losses and expenses, including (but not limited to) attorneys' fees, arising out of or resulting from the UAS use.

4. 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. Without limitation to the generality of the foregoing, Lessee affirms that, prior to construction and installation of antennae, Lessee shall comply with all design and construction approvals, and all governmental approvals, as set forth in the Agreement, including, but not limited to, Sections 1, 4, 7, 13-14 of the Agreement. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
5. 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]

