

Market: IL / WI
Cell Site Number: WI05414
Cell Site Name: KRONENWETTER WT
Fixed Asset Number: 10124070

SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**Amendment**”) dated as of the later date below (“**Effective Date**”) is by and between Village of Kronenwetter, a municipal corporation of the state of Wisconsin having a mailing address at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor (or its affiliate or predecessor-in-interest) and Lessee (or its affiliate or predecessor-in-interest) entered into a Water Tower Lease Agreement dated May 23, 2005, as amended by First Amendment to Water Tower Lease Agreement dated March 23, 2016, whereby Lessor leased to Lessee certain Premises (“**Premises**”), therein described, that are a portion of the Property (“**Property**”) located at 1688 Pine Road, Kronenwetter, WI 54455 (collectively, the “**Agreement**”); and

WHEREAS, the Term of the Agreement will expire on May 31, 2046, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

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

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. **Renewal Term.** Accordingly, at the end of the final Extension Term presently set forth in the Agreement, the Term will automatically renew for one (1) separate consecutive additional

periods of five (5) years each (each being defined as a “**Renewal Term**”) upon the same terms and conditions of the Agreement, unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.

1. **Modification of Rent.** Commencing on June 1, 2026 the current Annual Rent payable under the Agreement shall be Twenty-Seven Thousand and No/100 Dollars (\$27,000.00) per year (the “**Annual Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Annual Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Annual Rent payments an amount equal to the overpayment amount.

2. **Future Rent Increase / Renewal Term Increase.** The Agreement is amended to provide that commencing on June 1, 2027, Annual Rent shall increase by two percent (2%) and at the beginning of each Renewal Term, as applicable.

3. **Emergency 911 Service.** In the future, without the payment of additional rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may 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.

4. **Acknowledgement.** Lessor acknowledges that: 1) this Amendment is entered into of the Lessor’s free will and volition; 2) Lessor has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Lessor’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

- a) To Lessee’s Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessee’s Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: WI5414; Cell Site Name: KRONENWETTER WT (WI)
Fixed Asset #: 10124070

208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Lessor:

- a) To Lessor at jdavel@kronenwetter.gov; and
- b) To Lessor's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

All other Notices will be sent:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessor at jdavel@kronenwetter.gov

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

6. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to Annual Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

7. **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.

8. **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]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LESSOR:

Village of Kronenwetter,
a municipal corporation of the state of
Wisconsin

By: _____

Print Name: _____

Its: _____

Date: _____

LESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

Signed by:
By: Andrew T. Flowers
FBA958116C684E8...

Print Name: Andrew T. Flowers

Its: Lead Network Access C&E - Manager

Date: 6/8/2026