



10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130

March 25, 2016

Village of Kronenwetter
Attn: Richard Downey
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Re: FA Number: 10124070
Cell Site Name: KRONENWETTER WT
1688 Pine Road, Kronenwetter, WI 54455 (Property)

Dear Mr. Downey,

In connection with the First Amendment to Water Tower Lease Agreement and Memorandum of Agreement between Village of Kronenwetter (Lessor), and New Cingular Wireless PCS, LLC (Lessee), attached please find one (1) fully executed copy of the First Amendment to Water Tower Lease Agreement and one (1) fully executed copy of the Memorandum of Agreement.

If you have any questions regarding the enclosed documents, please contact me at (858) 754-2154 or by email at bestes@md7.com.

Sincerely,

A handwritten signature in black ink that reads "Ben Estes".

Ben Estes

Enclosures

MEMORANDUM OF AGREEMENT

<small>Document Number</small>	<small>Document Title</small>
	THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO:
	Md7, LLC 10590 W. Ocean Air Drive, Suite 300 San Diego, CA 92130
	<small>Parcel ID Number:</small> 145-2707-021-0991

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: WI5414
 Cell Site Name: KRONENWETTER WT (WI)
 Fixed Asset Number: 10124070
 State: WI
 County: Marathon

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 23 day of March, 2016, by and between the Village of Kronenwetter, a municipal corporation of the state of Wisconsin, having a mailing address at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to American Cellular Corporation, a Delaware corporation, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

1. Lessor and Lessee (or their predecessors in interest) entered into a certain Water Tower Lease Agreement dated May 23, 2005, as amended by that certain First Amendment to Water Tower Lease Agreement dated March 23, 2016 (hereinafter, collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Kronenwetter, County of Marathon, commonly known as 1688 Pine Road. All of the foregoing are set forth in the Agreement.
2. The New Initial Term will be five (5) years ("New Initial Term") commencing on June 1, 2016, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (the "Premises") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

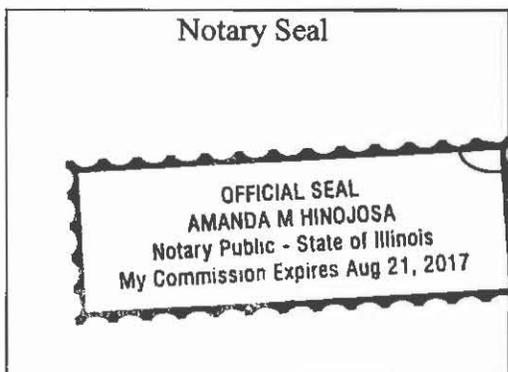
LESSEE ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Cook) SS.

(MUST USE BLACK INK)

I certify that I know or have satisfactory evidence that JC Mayfield is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Professional-Tech Project Mgmt of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/23/10



Amanda M. Hinojosa

(Signature of Notary)
Amanda Hinojosa

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

Illinois

My appointment expires: 8/21/17

Exhibit 1 to Memorandum of Agreement

Legal Description

Property is legally described as follows:

Street Address: 1688 Pine Road, Kronenwetter, WI 54455

Parcel ID Number: 145-2707-021-0991

the County of Marathon, State of Wisconsin, to-wit:

Lot One (1) of Certified Survey Map No. 5757 recorded in the Office of the Register of Deeds for Marathon County, Wisconsin in Volume 21 of Certified Survey Maps on page 75; being a part of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section Two (2), Township Twenty-seven (27) North, Range Seven (7) East, Town of Kronenwetter. 37.050.4, 2707.021.0991

That certain Premises (and access and utility easements) on a portion of the Property and is described and/or depicted as follows:

Approximately 100 square feet of the water tower at the 156 foot level, which is the top of the water tower

Cell Site No.: WI5414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
Market: IL / WI
Address: 1688 Pine Road

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the Village of Kronenwetter, a municipal corporation of the state of Wisconsin, having a mailing address of 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (hereinafter referred to as “**Lessor**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to American Cellular Corporation, a Delaware corporation, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “**Lessee**”).

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

WHEREAS, the term of the Agreement will expire on May 31, 2020, 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 amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to adjust the Annual Rent (as defined below) 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 that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years (“**New Initial Term**”) commencing on June 1, 2016 (“**New Term Commencement Date**”). As of the New Term Commencement Date, the term

Cell Site No.: WI5414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
Market: IL / WI
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provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee 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 then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Annual Rent.** Commencing on June 1, 2016, the current annual rent payable under the Agreement shall be Twenty-Eight Thousand and No/100 Dollars (\$28,000.00) annually (the "**Annual Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Paragraph 4(b) of the Agreement shall be amended to provide that Annual Rent shall be adjusted as follows: commencing on June 1, 2021, and each Additional Extension Term exercised thereafter, the Annual Rent will increase by twelve percent (12%) over the Annual Rent paid during the previous Term.

3. **Emergency 911 Service.** In the future, without the payment of additional Annual 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 only if and only to the extent necessary 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. **Rental Stream Offer.** If at any time after the date of this First Amendment, Lessor receives, and is considering to accept, a bona fide written offer from a third party seeking an assignment or transfer of the Annual Rent payments associated with the Agreement ("**Rental Stream Offer**"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Annual Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Lessor attempts to assign or transfer Annual Rent payments without complying with this Paragraph, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Lessor complies with this Paragraph.

5. **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 monthly rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

Cell Site No.: WI5414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
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6. **Acknowledgement.** Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

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

“(a) NOTICES. All notices, requests, and demands 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 # WI5414
Cell Site Name KRONENWETTER WT (WI); Fixed Asset No.: 10124070
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # WI5414
Cell Site Name KRONENWETTER WT (WI); Fixed Asset No: 10124070
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Lessor:

Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Cell Site No.: W15414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
Market: IL / WI
Address: 1688 Pine Road

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New IRS Form W-9
- (iii) Completed and Signed AT&T Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

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 herein.”

8. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **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. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

10. **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]

Cell Site No.: WI5414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
Market: IL / WI
Address: 1688 Pine Road

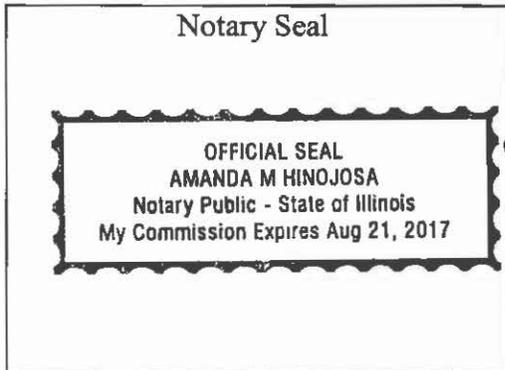
LESSEE ACKNOWLEDGEMENT

STATE OF Illinois,
COUNTY OF Cook) SS.)

(MUST USE BLACK INK)

I certify that I know or have satisfactory evidence that JC Mayfield
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the Professional-Tech Project Mgmt of AT&T Mobility Corporation, the
Manager of New Cingular Wireless PCS, LLC, a **Delaware limited liability company**, to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/23/14



Amanda M Hinojosa
(Signature of Notary) Amanda Hinojosa

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

Illinois

My appointment expires: 3/21/17

Cell Site No.: WI5414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
Market: IL / WI
Address: 1688 Pine Road

Attachment 1

Memorandum of Agreement

Document Number	Document Title
	MEMORANDUM OF AGREEMENT
	THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO: Md7, LLC 10590 W. Ocean Air Drive, Suite 300 San Diego, CA 92130
	Parcel ID Number: 145-2707-021-0991
	SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: WI5414
Cell Site Name: KRONENWETTER WT (WI)
Fixed Asset Number: 10124070
State: WI
County: Marathon

**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this ____ day of _____, 201__, by and between the Village of Kronenwetter, a municipal corporation of the state of Wisconsin, having a mailing address at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to American Cellular Corporation, a Delaware corporation, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

1. Lessor and Lessee (or their predecessors in interest) entered into a certain Water Tower Lease Agreement dated May 23, 2005, as amended by that certain First Amendment to Water Tower Lease Agreement dated _____, 201__ (hereinafter, collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Kronenwetter, County

Cell Site No.: WI5414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
Market: IL / WI
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of Marathon, commonly known as 1688 Pine Road. All of the foregoing are set forth in the Agreement.

2. The New Initial Term will be five (5) years (“**New Initial Term**”) commencing on June 1, 2016, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
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[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: W15414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
Market: IL / WI
Address: 1688 Pine Road

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

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

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
(MUST USE BLACK INK)

By: _____
(MUST USE BLACK INK)

Print Name: Chris Voll

Print Name: _____

Title: Village President

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

Cell Site No.: WI5414
Cell Site Name: KRONENWETTER WI
Fixed Asset No.: 10124070
Market: IL / WI
Address: 1688 Pine Road

Exhibit 1 to Memorandum of Agreement

Legal Description

Property is legally described as follows:

Street Address: 1688 Pine Road, Kronenwetter, WI 54455

Parcel ID Number: 145-2707-021-0991

In the County of Marathon, State of Wisconsin, to-wit:
Lot One (1) of Certified Survey Map No. 5757 recorded in the Office of the Register of Deeds for Marathon County, Wisconsin in Volume 21 of Certified Survey Maps on page 75; being a part of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section Two (2), Township Twenty-seven (27) North, Range Seven (7) East, Town of Kronenwetter. 37.050.4.2707.021.0991

That certain Premises (and access and utility easements) on a portion of the Property and is described and/or depicted as follows:

Approximately 100 square feet of the water tower at the 156 foot level, which is the top of the water tower