

Market: Michigan/Indiana
Cell Site Number: GRANMI5524
Cell Site Name: Georgetown
Fixed Asset Number: 10110813

FIRST AMENDMENT TO OPTION AND STRUCTURE LEASE AGREEMENT

THIS FIRST AMENDMENT TO BUILDING OPTION AND STRUCTURE LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between Georgetown Charter Township, a Michigan municipal corporation, having a mailing address of P.O. Box 769, Jenison, MI 49429 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into an Option and Structure Lease Agreement dated July 27, 2005, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 9045 36th Avenue, Jenison, MI 49428 (“**Agreement**”); and

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

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant 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, Landlord and Tenant, 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, Landlord and Tenant agree as follows:

- 1. New Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant’s needs. Upon the execution of this Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1 (“New Premises Area”). Landlord’s execution of this Amendment will signify Landlord’s approval of Exhibit 1-A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
- 2. Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation

a concrete pad and generator thereon, including back-up power supply. Tenant shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify it at any time.

3. **Rent.** Commencing the first day of the month following commencement of installation within the New Premises Area (“Increase Commencement Date”), Rent shall be increased by one hundred fifty and No/100 Dollars (\$150.00) per month, subject to further adjustments, if any, as provided in the Agreement; provided that the first such increased payment shall not be due until sixty (60) days after such commencement date and provided further that, any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated.
4. Tenant shall have the right to install and maintain cables from its equipment within the New Premises Area to its equipment within the rooftop area of the Premises within spaces and pathways mutually agreed to by the parties, agreement of Landlord not to be unreasonably withheld, delayed or conditioned on payment of additional consideration.
5. **Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Tenant’s permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant’s use of the New Premises Area under this Agreement and agrees, at Tenant’s request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth in applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant’s operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.
6. **Notices.** Section 17 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 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 LANDLORD: to

Charter Township
of Georgetown
1515 Baldwin
Street
Jenison, MI 49429

If TENANT: to New Cingular Wireless PCS, LLC

Attn: Network Real Estate
Administration
Re: Cell Site # GRANMI5524

Cell Site Name: Georgetown
Fixed Asset #: 10110813
12555 Cingular Way
Suite 1300
Alpharetta, GA 30004

With copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # GRANMI5524
Cell Site Name: Georgetown
Fixed Asset #: 10110813
AT&T Legal Department –
Network
208 S. Akard Street
Dallas, TX 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 herein.

- 7. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant 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.
- 8. **Memorandum of Lease.** 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 Lease 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 Ground Lease Agreement , the First Amendment to Ground Lease 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.
- 10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment to Ground Lease Agreement on the dates set forth below.

LANDLORD:

Charter Township of Georgetown

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By:

Print Name:

Date:

By:

Print Name:

Its:

Date:

EXHIBIT 1-A

DESCRIPTION OF PREMISES

Page ___ of ___

First Amendment to Option and Structure Lease Agreement dated _____, 201__, by and between Charter Township of Georgetown, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Tax Parcel ID: 70-14-05-300-017

Commonly known as: 9045 36th Avenue, Jenison, MI 49428

Lease Area Sketch or Survey:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

MICHIGAN LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201__, by _____, the _____ of _____.

Notary Seal

(Signature of Notary)
My Commission Expires: _____

AT&T ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201__, by _____, the _____ of AT&T Mobility Corporation.

Notary Seal

(Signature of Notary)
My Commission Expires: _____

Prepared by, and after recording

Return to:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta GA 30004
Attn: Network Real Estate Administration

Grantor: Charter Township of Georgetwon
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company

Cell Site Name & #: GRANMI5524, Fixed Asset #: 10110813
Georgetown

State: Michigan County: Ottawa

**MEMORANDUM OF FIRST AMENDMENT TO BUILDING SPACE / ROOFTOP
LEASE AGREEMENT**

This Memorandum of First Amendment to Option and Structure Lease Agreement is entered into on this ____ day of _____, 201__, by and between Charter township of Georgetown, having a mailing address of P.O. Box 769, Jenison, MI 49429 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement (“**Agreement**”) on the 1st day of October, 2012, for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded in the public records of as noted above.
2. Landlord agrees to increase the size of the Premises to a generator. Landlord leases to Tenant the Premises as more completely described on attached **Exhibit 1-A**. **Exhibit 1-A** hereby replaces **Exhibit 1-A** to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to Option and Structure Lease as of the day and year first above written.

LANDLORD:

Charter Township of Georgetown

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name:
Date:

By: _____
Print Name:
Its:
Date:

Prepared by:

Julia Weigel
General Dynamics
821 Ulrich Ave
Louisville, KY 40219

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the First Amendment to Option and Structure Lease Agreement dated _____, 201__, by and between Sto-Rox School District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Tax Parcel ID: 70-14-05-300-017

Commonly known as: 9045 36th Avenue, Jenison, MI 49428

Lease Area Sketch or Survey:

MICHIGAN LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201__, by _____
_____, the _____ of _____.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

AT&T ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201__, by _____
_____, the _____ of AT&T Mobility Corporation.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

