

Cell Site No: CT 5426 Canton (Collinsville)-Market St
FA No: 10070962
Site Address: 4 Market Street, Collinsville, CT 06022

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") dated as of the later date below is by and between the Town of Canton, a Connecticut municipal corporation, having a mailing address at 4 Market Street, PO Box 168, Collinsville, CT 06022-0168 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless PCS, LLC, a Delaware limited liability company, by and through its member, AT&T Wireless Services, Inc., having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated December 31, 2002, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 4 Market Street, Collinsville, CT 06022 ("Agreement"); and

WHEREAS, Landlord and Tenant previously negotiated a First Amendment to Lease Agreement ("Prior Amendment") which was partially executed by Landlord on October 16, 2003 but never executed by Tenant, and the parties desire to clarify that such Prior Amendment is void and of no effect; and

WHEREAS, Landlord and Tenant desire to amend Section 2(b) of the Agreement to allow Tenant to recover expenses for the construction of the guyed tower located on the roof of the Town Hall Building located on the Property ("Tower"); and

WHEREAS, Landlord and Tenant desire to amend Section 2(b) of the Agreement to allow the Landlord to receive Rent; and

WHEREAS, Landlord and Tenant desire to amend Section 2(b) of the Agreement to not allow the Tower ownership to revert to the Tenant; and

WHEREAS, Landlord and Tenant desire to amend Section 15 of the Agreement to delete the following from Section a: "(Requested language by landlord is unacceptable, we must receive notice and need more than 5 days)"; and

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

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to comply with federal laws regarding the provision of enhanced Emergency 911 Services from mobile phones by allowing the installation of additional antennas and associated cables and equipment; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

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WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant desire to clarify the status of title to the Tower; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

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. Section 3(a) of the Agreement is deleted in its entirety and is replaced with the following language:

The Initial Term of the Agreement began upon the Commencement Date. The Commencement Date is defined as the date Tenant commenced construction of the Communication Facility. The Initial Term is hereby extended to include the period beginning on the Commencement Date and ending on June 30, 2017.

2. Section 3(b) of the Agreement is deleted in its entirety and is replaced with the following language:

"Commencing on July 1, 2017, this Agreement will automatically renew for five (5) additional five (5) year Term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then existing Initial Term or Extension Term as applicable."

3. Section 4(a) of the Agreement is deleted in its entirety and is replaced with the following language:

"Commencing on July 1, 2012, Tenant will pay the Landlord a monthly rental payment of One Thousand Seven Hundred Twenty-Five Dollars (\$1,725.00), (Rent), at the address set forth above, on or before the 5th day of each month in advance. Rent will be pro-rated for any partial month."

4. Section 4(b) of the Agreement is deleted in its entirety and is replaced with the following language:

"During a 60 month period commencing July 1, 2012 and ending June 30, 2017 ("Rent Guarantee Period"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, other than the Landlord's right to terminate this Agreement due to the default of the Tenant under the terms of the Agreement beyond any applicable grace and cure period, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date

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of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property which results in termination of the Agreement; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement, or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the Rent Guarantee Period established in this paragraph will not be diminished or limited, but such Rent Guarantee Period will not extend to that future additional Rent obligation.

5. Section 4 of the Agreement is modified by the insertion of the following language as a new subsection 4(c):

"Commencing on July 1, 2017 and at the beginning of each Extension Term thereafter, Rent shall increase by twelve percent (12%) .

6. Section 2 of the Agreement is modified by the insertion of the following language as a new subsection 2(c):

"Landlord recognizes that Tenant has incurred large expenses with the construction of the Tower. In consideration of these expenses, and as a condition-precedent to the granting of any governmental approval by Landlord and/or the execution of any agreement by Landlord with any other third party that will seek to use the Tower, Landlord shall require the first future tenant or licensee to pay to Tenant, One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.), which is one half of the costs incurred by Tenant for construction of the Tower. Such amount must be received by Tenant prior to the installation of such first future tenant's or licensee's equipment on the Tower. Any subsequent future tenant or licensee who desires to install any equipment on the Tower, shall pay to Tenant and to the first future tenant or licensee a pro-rata share of the costs to construct the Tower relative to the total number of parties actually using the Tower at that time, prior to the installation of such subsequent party's equipment. As such, a second future tenant or licensee's total pro-rata share would be \$75,000, due prior to equipment installation, with \$37,500, payable to Tenant and \$37,500 payable to the first future tenant. Regardless of the structural capacity of the Tower to house multiple tenants (e. g. five-carrier tower), the pro-rata share payable to Tenant for each future tenant or licensee shall be determined by using the number of occupants that will actually locate on the Tower, instead of the number of occupants who may potentially locate on the Tower, excluding any governmental tenants or licensees.

7. Section 2(b) of the Agreement is amended by deleting the second full sentence of Section 2(b) which reads as follows:

"[As a result, Tenant shall not owe any rent to Landlord hereunder during the term of this Lease nor any subsequent Renewal Term of this Lease.]"

8. Section 2(b) of the Agreement is amended by deleting the fifth full sentence of Section 2(b) which reads as follows:

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“[In the event Landlord fails to renew the Lease at the end of any Renewal Term as provided for in Section 3 herein, ownership of the guyed tower shall revert back to the Tenant and Landlord shall pay Tenant the reasonable costs to relocate the antenna site, within Hartford County, Connecticut, including without limitation, site acquisition costs, and other relocation/equipment setup costs.]”

9. Section 15(a) of the Agreement is amended by deleting the parenthetical from the first sentence which reads as follows:

“(Requested language by landlord is unacceptable, we must receive notice and need more than 5 days)”

10. Section 2 of the Agreement is modified by the insertion of the following language as a new subsection 2(d):

“**Emergency 911 Service.** Without the payment of additional Rent, Landlord agrees that Tenant will be permitted to install on the Tower or on other portions of the Premises additional Emergency 911 Service antennas and associated cables and equipment in the future at a location which is mutually acceptable to Landlord and Tenant.”

11. Section 10 of the Agreement is modified by the insertion of the following language as a new subsection 10(c):

“Landlord and Tenant hereby acknowledge and agree that title to the Tower has been vested in Landlord since June 2003.”

12. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Agreement and, prior to execution of the First Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this First Amendment and to have counsel review the terms and conditions of the First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect; and 4) Landlord has secured any and all approvals or consents necessary to enter into this First Amendment and upon execution by Landlord the First Amendment shall become a valid and binding obligation of Landlord.

13. Section 16 of the Agreement is modified by the insertion of the following language at the end of the existing Section 16:

“The right of assignment or sublease is limited to permitting a third party to use such antennas and equipment installed and in use by Tenant or such substitute equipment installed by the assignee or subtenant occupying the same portion of the Tower occupied by Tenant. The right of assignment or sublease does not permit Tenant and assignee or subtenant to occupy the Tower simultaneously.”

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14. **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:

As to Tenant:
New Cingular Wireless PCS, LLC,
c/o AT&T Network Real Estate Administration,
Re: Cell Site Number: CT5426,
Re: Cell Site Name: Canton (Collinsville) – Main St.
Fixed Asset No: 10070962,
12555 Cingular Way, Suite 1300,
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:
Attn.: AT&T Legal Department,
New Cingular Wireless PCS, LLC,
Re: Cell Site Number: CT5426,
Re: Cell Site Name: Canton (Collinsville) – Main St.
Fixed Asset No: 10070962,
340 Mt. Kemble Avenue,
Morristown, NJ 07960-6656

As to Landlord:
Town of Canton,
4 Market Street,
PO Box 168,
Collinsville, CT 06022-0168

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.

15. **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. Upon full execution of this First Amendment, each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

16. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

17. **Prior Amendment.** Landlord and Tenant each acknowledge and agree that the Prior Amendment was never fully executed and is void and of no effect.

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LANDLORD:

Town of Canton,
a Connecticut municipal corporation

By: [Signature]
Name: Robert H. Skinner
Title: Chief Administrative Officer
Date: 6/19/12

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: ERIC SCHNEIDER
Title: AREA MANAGER RECON
Date: 6/6/12

WITNESSED BY:

By: [Signature]
Name: LINDA SMITH
Title: TOWN CLERK

By: [Signature]
Name: Deirdre Day
Title: Leave Administrator

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LANDLORD ACKNOWLEDGEMENT

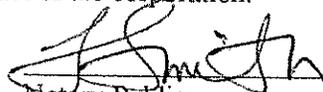
CORPORATE ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

COUNTY OF Hartford) Canton

I CERTIFY that on June 19, 2012, Robert H Slanier [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the CAO [title] of the Town of Canton [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.


Notary Public: _____
My Commission Expires: _____

LINDA SMITH
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2015

