

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (WATER TOWER)

This First Amendment to Communications Site Lease Agreement (Water Tower) (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Communications Site Lease Agreement (Water Tower) dated June 1, 2000, between SprintCom, Inc., a Kansas corporation, successor in interest to Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("**Lessee**"), and City of Rochelle, an Illinois municipal corporation ("**Lessor**") (collectively, the "**Agreement**").

BACKGROUND

WHEREAS, the Agreement is set to expire on August 15, 2020, and Lessee and Lessor desire to extend the term of the Agreement.

WHEREAS, Lessee and Lessor desire to modify certain provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Term**. Section 4 of the Agreement is amended by adding the following:

The current term of the Agreement will expire on August 15, 2020. Notwithstanding anything to the contrary in the Agreement, commencing on August 16, 2020, the term of the Agreement is extended for four (4) additional renewal terms of five (5) years each (each an "Additional Renewal Term"). The Agreement will automatically renew for each Additional Renewal Term without any further action unless Lessee gives written notice of its decision not to renew before expiration of the then current term.

2. **Modification to Rent**. Section 5 of the Agreement is amended by adding the following:

Notwithstanding anything to the contrary in the Agreement, starting on August 16, 2020 and on the first day of every month thereafter, Lessee will pay Rent in advance in equal monthly installments of Two Thousand Seven Hundred Thirty-Eight and 89/100 Dollars (\$2,738.89). Rent will escalate by three percent (3%) on August 16, 2021 and every year thereafter. Rent for any partial months will be prorated based upon a 30-day month.

Lessee's obligation to pay rent is contingent upon Lessee's receipt of an IRS-approved W-9 form setting forth the tax identification number of Lessor or of the person or entity to whom payment is to be made payable as directed in writing by Lessor. Lessor agrees to enroll for automated payment no less than thirty (30) days prior to the commencement of the first Additional Renewal Term. All of Lessee's payment obligations set forth in the Agreement are conditioned upon Lessor's timely enrollment for automated payment. Lessor may obtain electronic payment enrollment forms by contacting Landlord solutions at 800-357-7641 or by submitting a ticket for direct deposit via the landlord portal at <https://landlordsolutions.sprint.com/>.

3. **Notice Address**. Section 19(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

"All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service addressed to the recipient party as follows:

To Lessor: City of Rochelle
333 Lincoln Hwy
P.O. Box 456
Rochelle, IL 61068

With a mandatory copy to: Peterson, Johnson & Murray – Chicago LLC
Attn: Dominick L. Lanzito
200 West Adams Street – Ste. 2125
Chicago, Illinois 60606
dlanzito@pjmchicago.com

To Lessee: Sprint Property Services
Sprint Site ID: CH73XC007-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint Law Department
Sprint Site ID: CH73XC007-A
Attn.: Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.”

4. **General Terms and Conditions.**

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Amendment as of the Effective Date.

Lessor:
City of Rochelle,
an Illinois municipal corporation

Lessee:
SprintCom, Inc.,
a Kansas corporation

By: _____
(please use blue ink)

Printed Name: _____

Title: _____

Date: _____ 201_____
(Date must be completed)

By: _____ *Silvia J. Lin*

Printed Name: Silvia J. Lin

Title: Manager, Real Estate

Date: _____ 12/31/2019
(Date must be completed)