

**THE FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment to Lease Agreement (the "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of La Crosse, a municipal corporation ("Landlord")** and **American Towers LLC, a Delaware limited liability company ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

**RECITALS**

**WHEREAS**, Landlord owns the real property described on **Exhibit A** hereto (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) entered into that certain lease dated December 19, 2007 (as amended from time to time, the "**Lease**"), whereby the Tenant leases a portion of the Parent Parcel, together with certain easements for access and public utilities (collectively, the "**Leased Premises**" and also being described on Exhibit A hereto); and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) within thirty (30) days after the full execution of this Amendment and Amendment. Tenant reserves the right to withhold executing this Amendment for any reason as it deems necessary as determined by its sole discretion.
2. **Lease Term Extended.** **Lease Term Extended.** Notwithstanding anything to the contrary, the Parties agree the Lease originally commenced on December 19, 2007. If this Lease has not been terminated before the end of the last Extension Term, then the Lease shall automatically renew for five (5) additional five (5) year renewal terms (each a "Renewal Term") upon the same terms and conditions unless Tenant or Landlord notices the other party in writing of its intention not to renew the Lease at least sixty (60) days prior to the expiration of the then existing Renewal Term.
3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). All Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to La Crosse Municipal Airport, Airport Manager.
4. **Revenue Share.**
  - a. Tenant shall pay Landlord Three Hundred and 00/100 Dollars (\$300.00) per month for each sublease, license or other collocation agreement ("**Collocation Agreement(s)**") for the use of any portion of the Leased Premises entered into by and between Tenant and a third-party ("**Additional Collocator**") subsequent to the Effective Date of this Amendment (the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord hereby acknowledges and agrees that in the event that there are less than four Collocation Agreements in effect at one time, Landlord shall not be entitled to any Collocation Fee. Landlord shall only be entitled to Collocation Fee when there are at least four Additional Collocators at any given time, and such Collocation Fee shall only be due for the fourth and subsequent Additional Collocators. Notwithstanding the foregoing, Landlord shall

Site No: 272487

Site Name: La Crosse Airport, WI

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not be entitled to receive any portion of any sums paid by an Additional Collocator to (a) reimburse Tenant for improvements to the Leased Premises or structural enhancements to the tower which have been made by Tenant for the benefit of the proposed Additional Collocator or (b) reimburse Tenant in whole or in part for costs associated with the development, operation or maintenance of the Leased Premises, or the tower. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.

b. The initial payment of the Collocation Fee shall be due within 30 days of receipt by Tenant of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall terminate upon the date of such expiration or termination. Notwithstanding anything contained herein, no Collocation Fee shall be due for any sublease or transfer to any subsidiary, parent or affiliate of Tenant, if such sublease or transfer does not result in additional equipment on the tower.

c. Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, modify reduced rent, or allow the early termination of any future or existing subleases, licenses or Collocation Agreements for occupancy on the tower and/or Leased Premises, all on such terms as Tenant deems advisable, not withstanding that such decisions may affect the amounts payable to the Landlord pursuant to this Revenue Share Paragraph.

d. Notwithstanding the foregoing, Landlord hereby acknowledges and agrees that no Collocation Fee shall be due to Landlord and this Revenue Share Paragraph shall not apply to any sublease(s), license(s) or other Collocation Agreement(s) between Tenant (or Tenant's predecessor(s) in interest) and any third party(s) or such third party's predecessors or successors in interest, in existence prior to this Amendment, or to any past or future modifications to such agreements.

5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions remain in full force and effect and are ratified and affirmed. The parties agree that no defaults exist under the Lease. This Amendment may be executed in multiple counterparts and an electronically reproduced fully executed copy of this Amendment shall be considered an original. Tenant shall have the right to replace the descriptions of the Leased Premises with descriptions obtained from an as-built survey conducted by Tenant.

6. **Landlord Statements.** Landlord hereby represents and acknowledges that: (i) Landlord (and/or the persons signing this Amendment on behalf of Landlord) has the authority to enter into this Amendment; (ii) Landlord is the sole owner of the Parent Parcel; (iii) there are no other agreements, liens or encumbrances on the Parent Parcel that may conflict with or prohibit Landlord from entering into this Amendment; and (iv) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease.

7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 2850 Airport Road, La Crosse, WI 54603; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116.

[signature pages to follow]

**LANDLORD**

**City of La Crosse  
a municipal corporation**

Signature: Timothy Karat  
Print Name: TIMOTHY KARAT  
Title: MAJOR  
Date: OCTOBER 24, 2014


**[signatures continue on the following page]**

OK

TENANT

American Towers LLC

a Delaware limited liability company

Signature:   
Print Name: Shawn Lanier  
Title: Vice President - Legal  
Date: 11-26-2014

CA

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of La Crosse, State of Wisconsin, and being known as  
La Crosse County APN: 17-10253-80.

**following described premises lying and being in La Crosse County,  
Wisconsin, to-wit:-**

Part of Sections 5, 6, 7, 8, and 18, all in Township 16 North, Range 7 West, and more particularly described as follows: Commencing at the Southeast corner of Government Fractional Lot 9 (West Bank of Black River) of said Section 8; thence West along the South line of Section 8 to the Southwest corner thereof; thence North along the Section line between said Sections 7 and 8, 33 feet; thence West and parallel to the South line of said Section 7, 500 feet; thence South and parallel to the East line of Section 7, 33 feet, to the South line of Section 7; thence West along the South line of Section 7, also the North line of said Section 18, to the East 1/16th line of Section 18; thence South along the East 1/16th line of Section 18 to the North 1/16th line of Section 18; thence West along the North 1/16th line of Section 18 to a point 949.12 feet East of the West 1/16th line of Section 18; thence South 30° 38' West, 1,190.15 feet; thence North 53° 39' West, 419.86 feet to the West 1/16th line of Section 18; thence continuing North 53° 39' West, 130.14 feet; thence South 36° 21' West, 800 feet; thence North 53° 39' West, 400 feet; thence North 36° 21' East, 800 feet; thence North 53° 39' West, 550 feet; thence North 42° 04' East, 17.71 feet to the North 1/16th line of Section 18; thence continuing North 42° 04' East, 786.29 feet; thence North 35° 27' East, 561.39 feet, to the West 1/16th line of Section 18 at a point 983.2 feet North of the North 1/16th line of Section 18; thence North along the West 1/16th line of Section 18 and Section 7 to the South 1/16th line of Section 7; thence West along the South 1/16th line of Section 7 to the West line of Section 7; thence North along the West line of Section 7 and said Section 6 to a point on the West line of Section 6, 1135 feet North of the West quarter post of Section 6; thence

EXHIBIT A (Continued)

South 42° 30' East, 794.1 feet; thence South 42° 01' East, 369.9 feet; thence South 42° 17' East, 273.8 feet to a point on the East and West 1/4 line of Section 6, 960 feet East of the West line of Section 6; thence South 46° 16' East, 455.3 feet to a point on the West 1/16th line of Section 6, 982 feet North of the South 1/16th line of Section 6; thence South 52° 07' East, 382.4 feet; thence South 62° 37' East, 439.4 feet; thence South 65° 51' East, 683.6 feet; to a point on the North and South 1/4 line of Section 6, 170 feet North of the South 1/16th line of Section 6; thence South 80° 46' East, 726.9 feet to a point on the South 1/16th line of Section 6, 720 feet East of the North and South 1/4 line of Section 6; thence South 83° 07' East, 604.4 feet to a point on the East 1/16th line of Section 6, 1,200 feet North of the South line of Section 6; thence South 82° 33' East, 948.4 feet; thence South 73° 39' East, 394.3 feet to a point on the East line of Section 6, 865 feet North of the South line of Section 6; thence into said Section 5, South 73° 22' East, 589.5 feet; thence South 60° 31' East, 861.3 feet to the West 1/16th line of Section 5; thence South along said West 1/16th line 271.3 feet to the South line of Section 5; thence South into Section 8 on the West 1/16th line of said Section 8, 260 feet; thence through Fractional Lot 6 of Section 8, South 78° 22' East, 980 feet, more or less, to the East line of Fractional Lot 5 (West Bank of Black River) of Section 8; thence Southerly along the East line of Fractional Lots 6, 7, 8, and 9 (West Bank of Black River), all in said Section 8 to the place of beginning, containing approximately 1150 acres, together with riparian rights on adjacent navigable waters and subject to highway easements on the West 33 feet of said Sections 6 and 7;

## EXHIBIT A (Continued)

### LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of; (i) the land area conveyed to Tenant in the Lease, (ii) Tenant's existing improvements on the Parent Parcel or (iii) the legal description or depiction below (if any).

Leased Premises is comprised of approximately 1,800 square feet, more or less, located within the property.

A part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Seven (7), Township Sixteen (16) North, Range Seven (7) West, City of LaCrosse, LaCrosse County, Wisconsin containing 2,111 square feet (0.048 acres) of land and being described by:

Commencing at the Southeast Corner of said Section 7; thence N02°-57'-14"W along the East line of said Section 7, 801.02 feet; thence S87°-02'-46"W 758.80 feet to the point of beginning; thence S37°-06'-04"W 60.50 feet; thence N52°-53'-56"W 35.00 feet; thence N37°-06'-04"E 57.00 feet; thence N84°-45'-45"E 5.20 feet; thence S52°-53'-56"E 31.16 feet to the point of beginning; being subject to any and all easements and restrictions of record.

### ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

#### Centerline 8' Utility Easement

An 8 foot wide Utility Easement being a part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Seven (7), Township Sixteen (16) North, Range Seven (7) West, City of LaCrosse, LaCrosse County, Wisconsin containing 588 square feet (0.013 acres) of land and being 4 feet each side of and parallel to a line described by:

Commencing at the Southeast Corner of said Section 7; thence N02°-57'-14"W along the East line of said Section 7, 801.02 feet; thence S87°-02'-46"W 758.80 feet; thence S37°-06'-04"W 60.50 feet; thence N52°-53'-56"W 31.00 feet to the point of beginning; thence S37°-06'-04"W 55.50 feet; thence S52°-53'-56"E 18.00 feet to the point of termination.

#### Centerline of 20' Access Easement

A 20 Foot wide Access Easement being a part of the Southeast Quarter (SE1/4) of Section Seven (7), Township Sixteen (16) North, Range Seven (7) West, City of LaCrosse, LaCrosse County, Wisconsin containing 20,880 square feet (0.479 acres) of land and being 10 feet each side of and parallel to a line described by:

Commencing at the Southeast Corner of said Section 7; thence N02°-57'-14"W along the East line of said Section 7, 801.02 feet; thence S87°-02'-46"W 758.80 feet; thence S37°-06'-04"W 60.50 feet; thence N52°-53'-56"W 35.00 feet; thence N37°-06'-04"E 15.00 feet to the point of beginning; thence N53°-21'-36"W 38.10 feet; thence S36°-38'-24"W 831.78 feet; thence South 174.14 feet to the South line of Section 7 and the North line of Farita Reed Road being the point of termination.

**Prepared by and Return to:**

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Christopher Flammer, Esq.

ATC Site No: 272487

ATC Site Name: La Crosse Airport, WI

State of Wisconsin

Assessor's Parcel No(s): 17-10253-80

County of La Crosse

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the 26 day of November, 2014 by and between City of La Crosse, a municipal corporation ("**Landlord**") and American Towers LLC, a Delaware limited liability company ("**Tenant**").

**NOTICE** is hereby given of the following described Lease as amended, for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** hereto (the "**Parent Parcel**"). Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) entered into that certain lease dated December 19, 2007 (as amended from time to time, the "**Lease**"), whereby the Tenant leases a portion of the Parent Parcel, together with certain easements for access and public utilities (collectively, the "**Leased Premises**" and also being described on Exhibit A hereto).
2. **Expiration Date.** Subject to the terms of the Lease and assuming the exercise by Tenant of all renewal options in the Lease, the final expiration date of the Lease would be December 18, 2057. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises.** The Leased Premises is set forth in Exhibit A which may be replaced by an as-built survey at Tenant's option, depicting and/or describing the Parent Parcel, Leased Premises and all applicable easements.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease will control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 2850 Airport Road, La Crosse, WI 54603, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal

Site No: 272487

Site Name: La Crosse Airport, WI

CA



Dept. 116 Huntington Avenue, Boston, MA 02116.

**[SIGNATURE PAGES TO FOLLOW]**

Site No: 272487  
Site Name: La Crosse Airport, WI

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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

WITNESS

City of La Crosse  
a municipal corporation

Signature: Timothy Kabat  
Print Name: TIMOTHY KABAT  
Title: MAYOR  
Date: NOVEMBER 3, 2014

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Wisconsin

County of La Crosse

On this 3<sup>rd</sup> day of November, 2014, before me, the undersigned Notary Public, personally appeared Timothy Kabat, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Heidi L Larson  
Notary Public  
Print Name: Heidi L Larson  
My commission expires: December 11, 2016

[SEAL]

[signatures continue on the following page]

*AK*

TENANT

WITNESS

American Towers LLC  
a Delaware limited liability company

Signature: [Signature]  
Print Name: Shawn Lanier  
Title: Vice President - Legal  
Date: 11-26-2014

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 26 day of November, 2014, before me, the undersigned Notary Public, personally appeared Shawn Lanier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public  
Print Name: Christina F. Ormond  
My commission expires: 8/25/17



CHRISTINA F. ORMOND  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 25, 2017

[SEAL]

[Handwritten initials]

EXHIBIT A

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EXHIBIT A (Continued)

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## EXHIBIT A (Continued)

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#### Centerline of 20' Access Easement

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Commencing at the Southeast Corner of said Section 7; thence N02°-57'-14"W along the East line of said Section 7, 801.02 feet; thence S87°-02'-46"W 758.80 feet; thence S37°-06'-04"W 60.50 feet; thence N52°-53'-56"W 35.00 feet; thence N37°-06'-04"E 15.00 feet to the point of beginning; thence N53°-21'-36"W 38.10 feet; thence S36°-38'-24"W 831.78 feet; thence South 174.14 feet to the South line of Section 7 and the North line of Farita Reed Road being the point of termination.