

Market: IL / WI
Cell Site Number: IL1648
Cell Site Name: Awe-Public Works Tower
Fixed Asset Number: 10074775

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made effective as of September 1, 2023 (“Effective Date”), by and between City of Naperville, an Illinois municipal corporation, having a mailing address at 400 South Eagle Street, Naperville, IL 60540 (“Lessor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“Tenant”).

Lessor and Tenant are referred to collectively as “Parties.”

WHEREAS, Lessor and Tenant entered into a Lease Agreement dated June 30, 1998, as amended by First Amendment to Lease Agreement dated September 1, 2013, whereby Lessor leased to Tenant a certain portion of the real property located at 1800 South Washington Street, Naperville, IL 60565 (collectively, the “Lease”); and

WHEREAS, the Lease expired on August 31, 2023, and the Parties desire to reinstate, ratify and renew the Lease at renegotiated rates effective September 1, 2023, memorialize such renewal period and amend the Lease in certain other respects, as set forth herein.

WHEREAS, Lessor and Tenant desire to amend the Lease 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, Lessor and Tenant desire to modify termination rights; and

WHEREAS, Lessor and Tenant desire to modify notice requirements; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties agree as follows:

AGREEMENT

1. The Lease is reinstated, ratified, and renewed effective September 1, 2023.
2. **Term.** Section 3.0 of the Lease is amended by adding the following:

The term of the Second Amended Lease shall be five (5) years (“Initial Term”) commencing on September 1, 2023, (“Commencement Date”). The Second Amended Lease shall be automatically renewed for up to five (5) additional five (5) year terms (each a “Renewal Term”) upon the same terms and conditions of the Lease, as amended herein, without further action by Tenant, unless Tenant notifies Lessor in writing of Tenant’s intention not to renew the Second Amended Lease at least sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term. Hereafter, “Term” shall include the New Initial Term and any applicable Renewal Term. Lessor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Lease as permitted prior to the New Initial Term.

3. **Rent.** Section 4 of the Lease is amended by adding the following:

Notwithstanding any set forth in Section 4 to the contrary, effective September 1, 2023, the rent payable under the Lease shall be Four Thousand and No/100 Dollars (\$4,000.00) per month (the “Rent”) for the Initial Term. The Rent shall increase at the beginning of each Renewal Term thereafter by fifteen percent (15%) of the rental rate in effect for the prior Term.

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Lessor and Tenant, Lessor 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.

5. **Termination.** Section 19 of the Lease is deleted in its entirety and replaced with the following:

19.1 Subject to the provisions of Section 20, Tenant may terminate this Lease at any time upon giving thirty (30) days prior written notice to Lessor for any or no reason provided Tenant pays to Lessor a termination fee equal to three (3) months of the then current Rent.

19.2 At the expiration of, or earlier termination of this Lease, whether pursuant to this paragraph or otherwise, the Tenant shall return the Demised Premises to Lessor in as good condition as the Demised Premises were as of June 30, 1998, reasonable use, and effects of time excepted.

19.3 The Lessor may terminate this Lease at any time upon giving the one hundred and twenty days (120) days prior written notice for any or no reason.

6. **Notices.** Section 26.1 of the Lease and Section 2 of the First Amendment of the Lease is deleted in its entirety and replaced with the following:

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 to Lessor:

City of Naperville
400 South Eagle Street
Naperville, IL 60540

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: IL1648
Cell Site Name: Awe-Public Works Tower (IL)
Fixed Asset #: 10074775
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: IL1648
Cell Site Name: Awe-Public Works Tower (IL)
Fixed Asset #: 10074775
208 S. Akard Street
Dallas, TX 75202

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

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.

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

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

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be effective as of September 1, 2023.

LESSOR:
City of Naperville,
an Illinois municipal corporation

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

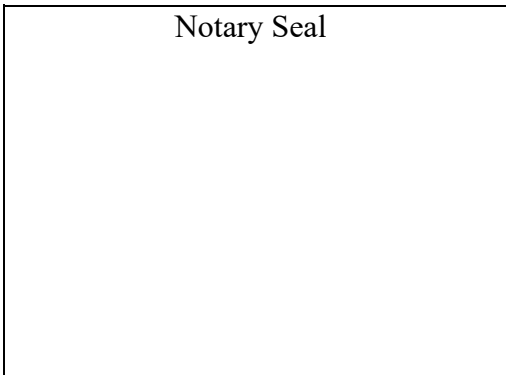
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ 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 _____ 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: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____