

**FIRST AMENDMENT TO WATER TANK & GROUND SPACE LEASE**

This First Amendment to Water Tank & Ground Space Lease ("Amendment"), made this 15<sup>th</sup> day of November, 2016, modifies that certain Water Tank & Ground Space Lease dated February 1, 1999 ("Lease") by and between The City of Dubuque, Iowa acting by and through its City Council, whose address is 50 W. 13<sup>th</sup> Street, Dubuque, Iowa 52001-4845 ("Lessor") and Dubuque Cellular Telephone, L.P., a Delaware limited partnership, having an address Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631 ("Lessee").

WHEREAS, pursuant to the Lease, Lessor has leased to Lessee certain attachment locations on Lessor's water tower for Lessee's cellular common carrier mobile radio station operations and ground space (the "Site") located at 1575 West Third Street, Dubuque, Iowa 52001

WHEREAS, the Lessee is looking to modify its equipment ("Modifications") to increase the Lessee's antenna count from twelve (12) to fourteen (14) antennas and the Lessor is agreeable to Lessee's request.

NOW, THEREFORE, in consideration of the terms of the Lease and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- I. All references in the Lease to the word "antennae" is hereby deleted and replaced and will be referred to as antenna or antennas.
- II. The Language in Lease Section 3 remain in force, except the following changes:
  - (i) Effective the first full month after commencement of the Modifications, the rent will increase to Twenty-Three Thousand One Hundred Eleven Dollar and 16/00 (\$23,111.16) per year.
  - (ii) The following sentence will be added to end of sub-section 3a: Rent for any partial year will be prorated.
- III. Subsection a of Lease Section 4, Use of the Premises, is hereby deleted and replaced with the following:
  - a. Lessee shall use the Premises for the installation, operation, and maintenance of its Wireless Telecommunications Antenna Facility for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. Lessee may erect and operate fourteen (14), panel-type, directional antennas. Lessor may permit others to use other portions of the Catwalk or the owned Premises.

IV. Lease Exhibit C is hereby deleted and replaced with the attached Amendment Exhibit C-1.

V. If the Modifications contemplated in this Amendment do not commence by November 30, 2016, then the terms of this Amendment will be invalid and the rent will remain at its current rate prior to the execution of this Amendment.

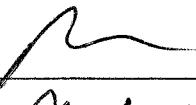
VI. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the last signature date below.

## LESSOR:

The City of Dubuque, Iowa

## LESSEE:

Dubuque Cellular Telephone, L.P.  
By: United States Cellular Operating  
Company of Dubuque  
Its: General PartnerBy: Printed: Michael Van M. MeyerTitle: City ManagerDate: 10/22/16By: Printed: Narothum Saxena

Title: Vice President

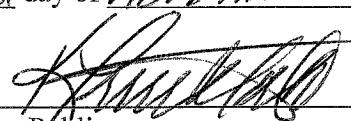
Date: OCT 28 2016

[NOTARY PAGE TO FOLLOW]

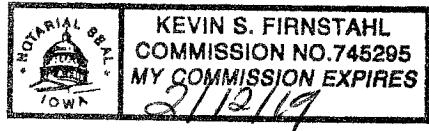
STATE OF IOWA )  
COUNTY OF DUBUQUE )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Mike Van Milligen, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Water Tower & Ground Space Lease appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 22nd day of November, 2016



Notary Public

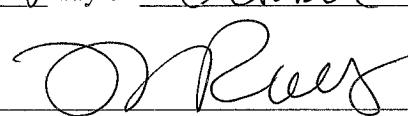


My commission expires 2/12/19

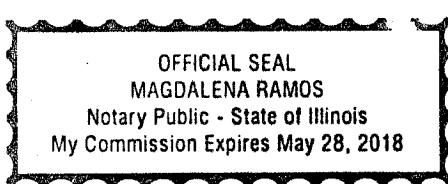
STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Narothum Saxena, Vice President, for United States Cellular Operating Company of Dubuque known to me to be the same person whose name is subscribed to the foregoing First Amendment to Water Tower & Ground Space Lease appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 28 day of October, 2016

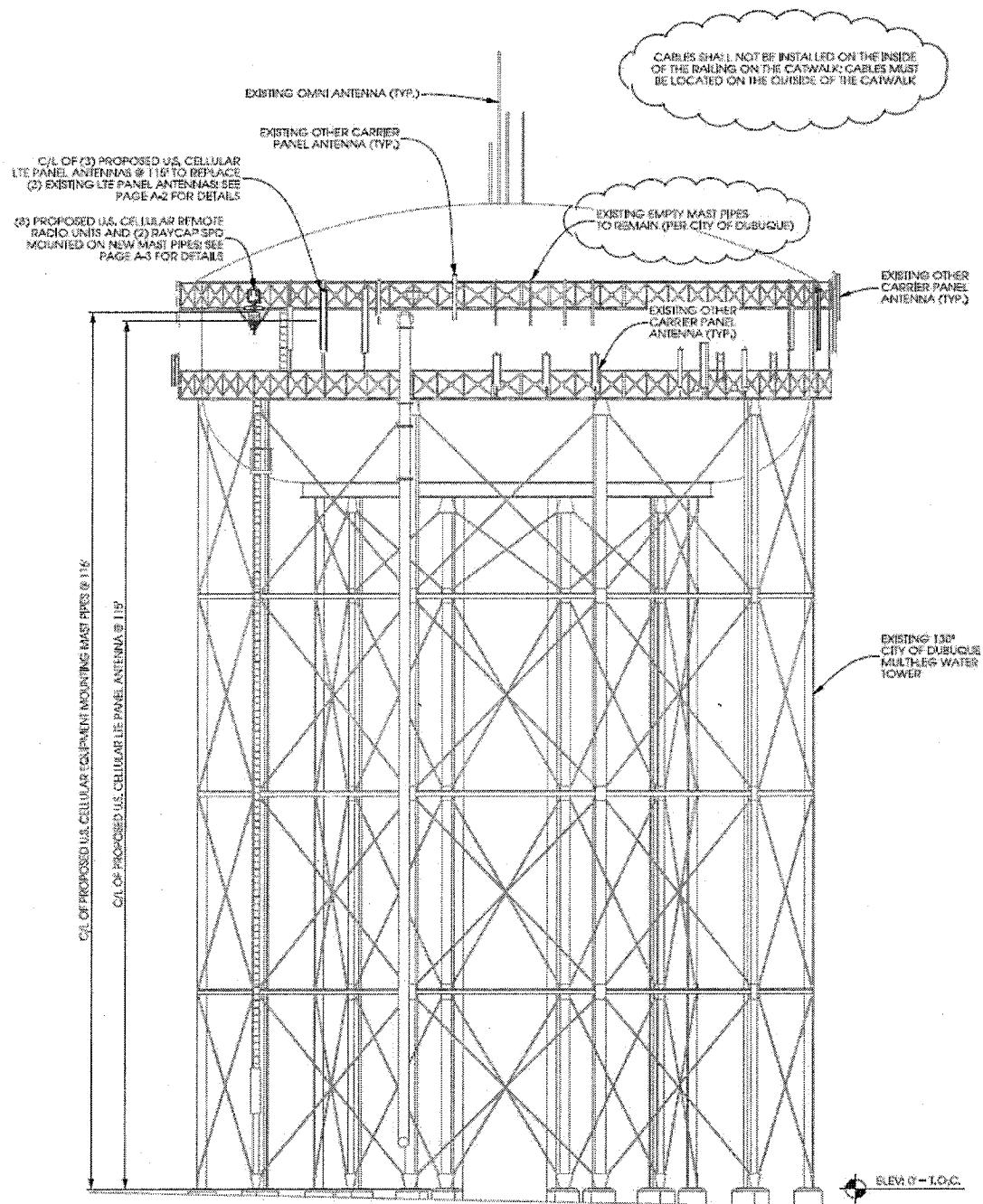


Notary Public



My commission expires MAY 28 2018

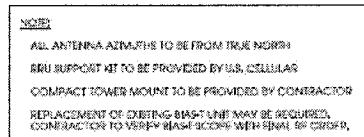
## EXHIBIT C-1



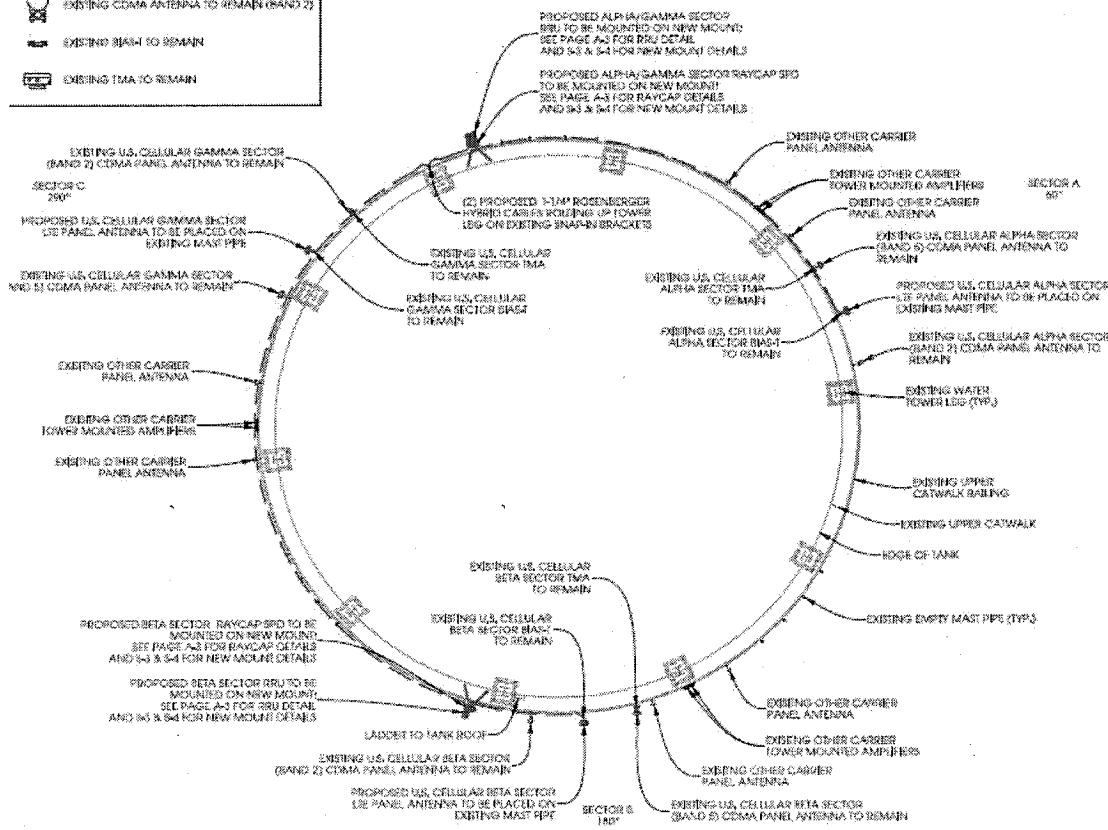
## EXHIBIT C-1 (continued)



NORTH



CABLES SHALL NOT BE INSTALLED ON THE INSIDE OF THE RAILING. ON THE CAVWALK, CABLES MUST BE LOCATED ON THE OUTSIDE OF THE CAVWALK.



PER U.S. CIVILIAN USE/PAGED  
09/23/2018 PROVIDED BY OWNER

#### PROPOSED ANTENNA ASSIGNMENT

$$\text{SCALE: } 11^\circ \times 12^\circ \div 1^\circ = 20^\circ$$

SEE A4 FOR COLOR CODING

