

**ADDENDUM NO. 2 TO  
CELLULAR TOWER LEASE AGREEMENT BETWEEN LAKE HAVASU CITY  
AND NEW CINGULAR WIRELESS PCS, LLC  
CONTRACT NO. 620**

This Addendum No. 2 ("Addendum No. 2") is effective April 1, 2017, between Lake Havasu City, an Arizona municipal corporation with a mailing address of 2330 McCulloch Blvd. N., Lake Havasu City, AZ 86403 ("City") and New Cingular Wireless PCS, LLC, a Delaware limited liability company with a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("Lessee").

**RECITALS**

A. The Lessee and the City entered into Cellular Tower Lease Agreement (Contract No. 620) on March 27, 2012 ("Original Agreement").

B. The Original Agreement was modified once, by Addendum No. 1, entered into between the Lessee and the City on March 31, 2014 ("First Addendum"), to allow Lessee to make certain alterations to its equipment. The Original Agreement and the First Addendum are collectively referred to as the "Agreement."

C. In accordance with the Agreement, Section 1.2, the Agreement may be renewed for three (3) additional five (5)-year renewal periods if authorized by written notice of its election to exercise any renewal for an Extension Term at least ninety (90), but not earlier than one hundred (180) days, prior to the expiration of the Initial Term or any then current Extension Term, as applicable. The parties desire to renew the Agreement for an additional five (5)-year term ending on April 1, 2022. This Addendum No. 2 is intended to trigger the first renewal.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Lessee hereby agree as follows:

1. Lease Renewal. The Agreement is hereby renewed for a five-year term, commencing on April 1, 2017, and terminating on March 31, 2022.

2. Effect of Amendment. All other terms and conditions of the Agreement and not amended or restated by this Addendum No. 2 shall remain in full force and effect and shall be considered reaffirmed by the execution of this Addendum No. 2.

3. Non-Default. By executing this Addendum No. 2, the Lessee affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Addendum No. 2, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Addendum No. 2 are forever waived.

4. Israel. Lessee certifies that it is not currently engaged in, and agrees for the duration of this Addendum No. 2 and the Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

5. Conflict of Interest. This Addendum No. 2 and the Agreement may be cancelled by the City under ARIZ. REV. STAT. § 38-511.

**In witness whereof**, the parties executed this Addendum No. 2 as of the last date written below.

“Lessee”

NEW CINGULAR WIRELESS PCS, LLC,  
A Delaware limited liability company,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Acknowledged before me this \_\_\_\_\_, 2017, by \_\_\_\_\_ of New  
Cingular Wireless PCS, LLC, on behalf of the corporation.

(seal)

\_\_\_\_\_  
Notary Public

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“City”

LAKE HAVASU CITY,  
An Arizona municipal corporation

\_\_\_\_\_  
Mark S. Nexsen, Mayor

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Kelly Williams, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Kelly Garry, City Attorney