

AMENDMENT ONE
TO
COMMERCIAL NON-AVIATION GROUND LEASE
FOR USE AS A COMMUNICATIONS EQUIPMENT SITE

BY AND BETWEEN

CITY OF BILLINGS

AND

GOLD CREEK CELLULAR OF MONTANA LIMITED PARTNERSHIP,
DBA VERIZON WIRELESS

WITNESSETH

WHEREAS, Gold Creek Cellular of Montana Limited Partnership DBA Verizon Wireless as Lessee, and the City of Billings as Lessor, entered into a Commercial Non-Aviation Ground Lease for Use as a Communications Equipment Site (hereinafter Lease) dated September 10, 2012, and

WHEREAS, Lessee and other parties entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015, and both with ATC Sequoia LLC, a Delaware limited liability company, as Tower Operator or Manager (ATC Sequoia LLC and its affiliates all hereinafter collectively American Tower), whereby American Tower subleases, manages, operates and maintains the premises (hereinafter premises or leased premises) on behalf of the Lessee, and

WHEREAS, Lessee has granted American Tower a Limited Power of Attorney, dated March 27, 2015 and recorded May 11, 2015 as Document #3739478 in Yellowstone County,

Montana (hereinafter POA) to negotiate, prepare, execute, deliver, record and/or file certain documents on behalf of Lessee, and

WHEREAS, Lessee continues to occupy and use said leased premises as a communications equipment site without interruption and wishes to extend the term of the Lease and establish new lease rates, terms and conditions for the continued use of said leased premises, and

WHEREAS, Lessee was in good standing on the Lease and current on all payments, requirements, and conditions of the Lease prior to expiration of the Current Term, and

WHEREAS, Lessee owes and agrees to pay and remit rental catch-up payments and late fees to Lessor in relation to the continued occupancy and uninterrupted use of the leased premises, and

WHEREAS, the Lessor also wishes to extend the term of the Lease, establish new lease rates, terms and conditions, and update certain language within the terms and conditions of the Lease.

NOW THEREFORE, the Parties agree to the following amended rates, terms and conditions and language updates:

SECTION 1. ONE-TIME PAYMENT. Lessee shall pay to Lessor a one-time signing bonus payment in the amount of Five Thousand and no/100 (\$5,000.00), payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor.

SECTION 2. ARTICLE I, PREMISES AND PRIVILEGES, Paragraph A, is amended to add the Airport location address to the description, to read as follows:

"ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises), for its exclusive use, specifically described as follows:

Premises Address: 284 Southview Drive, Billings, MT

Commencing at the Northwest Corner of Section 25 T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence S 35°01'12" E a distance of 3,707.19 feet, to the True Point of Beginning; thence N 78°43'33" E a distance of 100.00 feet; thence S 11°16'27" E a distance of 100.00 feet; thence S 78°43'33" W a distance of 100.00 feet; thence N 11°16'27" W a distance of 1000.00 feet to the True Point of Beginning.

Said Main Parcel containing 10,000 square feet.

Premises is further depicted on attached Exhibit A, and by said reference incorporated into and made a part of this Lease."

SECTION 3. ARTICLE II, TERM OF LEASE, is amended by deleting it in its entirety and replacing it to read as follows:

"ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of October 2012, and terminating on the 30th day of September 2022, provided that with one hundred twenty (120) days advance written notice, either party for any reason, may cancel this Lease. This term is hereinafter known as the "Current Term".

B. Current Term Extended. The Parties agree that the Current Term shall be extended for ten (10) years, commencing on the 1st day of October 2022, and terminating on the 30th day of September 2032. This term is hereinafter known as the "Extended Term".

C. Option to Extend Further. Lessee shall have an option to further extend this Lease for one additional five (5) year period from and after September 30, 2032 and commencing October 1, 2032, provided the Lessee gives Lessor written notice of its interest in exercising this option to further extend this Lease, at least one hundred eighty (180) days prior to September 30, 2032. Provided also that Lessee has kept and performed all of its obligations and duties, is current on all rents and fees, insurance requirements, has cured any default or delinquency, and has provided notice as provided herein.

D. First Right of Refusal. Provided Lessee is not then in default of this Lease and has kept and performed all of its obligations and duties, at the end of the term hereof, the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity, and subject to City Council approval. Provided also, that the Lessor shall have the sole discretion as to the use of said premises and whether or not the premises will be relet at the end of said term. Provided further, that one hundred eighty (180) days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal and submit an offer for either a new lease or an additional extension of term. Lessor upon election to relet said premises or further extend the term shall give Lessee notice in writing of its decision and the proposed terms for either a new lease or an amendment further extending the term. Lessee shall have sixty (60) days in which to give Lessor notice in writing of acceptance of Lessor's terms for either a new lease or an amendment further extending the term.

E. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension."

SECTION 4. ARTICLE III, RENTAL AND FEES, is deleted in its entirety and amended to read as follows:

"ARTICLE III

RENTAL AND FEES

A. Ground Rental. For the land described in ARTICLE I, Paragraph A., Lessee or American Tower shall pay to Lessor an annual rental of \$9,000.00 per annum for all ground included in this Lease. Said initial Ground Rental shall be payable annually in advance, and initially payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. Subsequent Ground Rentals shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Ground Rental as adjusted in accordance with Paragraph E. hereinafter. Lessor shall send Lessee written notice of the adjusted annual Ground Rental. For the purposes of this Lease, the Lease Year shall comprise the twelve-month period beginning October 1 and ending the following September 30.

B. Use Fee. In addition to the Ground Rental described in Paragraph A. above, Lessee or American Tower shall pay to Lessor an annual Use Fee of \$9,000.00 per Lease Year for the Lessee's antenna/radio system and associated operating equipment included on the leased premises. Lessee's initial Use Fee shall be payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. Subsequent Use Fees shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Use Fee as adjusted in accordance with Paragraph E. hereinafter. Lessor shall send Lessee written notice of the adjusted annual Use Fee.

C. Co-locator Use Fee. An annual Use Fee of \$9,000.00 per Lease Year shall also be due for each additional user co-located (hereinafter a Co-locator) on the leased premises. Said initial Use Fee for existing Co-locators shall be payable annually in advance, payable within

fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. All subsequent Co-Locator Use Fees shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Use Fee as adjusted in accordance with Paragraph E. hereinafter. The Use Fee shall not apply to American Tower as long as American Tower is acting only on behalf of the Lessee in a management and maintenance role and so long as American Tower has not installed and is not operating its own antennae/radio system or equipment on the premises.

For each Co-locator or its manager, American Tower, shall collect from the Co-locator and pay to Lessor a current annual Use Fee for Co-locator's antenna/radio system and associated equipment placed upon structures located on the leased premises in accordance with Paragraph C. herein above. Co-locator Use Fees shall be prorated only for the year the Co-locator's use begins, should commencement of the use constitute a period less than one year and shall be effective on the date the co-location begins. Lessee or American Tower shall upon approval of this Amendment, notify Lessor in writing of all co-located users on the premises, their co-location agreement commencement and ending dates, maintain and keep current the list of co-located users, be liable for the continuous collection of said Co-locator Use Fees, and the continuous remittance of payment to Lessor of all Co-locator Use Fees, whether the fees are incurred by the Lessee or its co-located users. In the event a use agreement with any Co-locator expires or terminates for any reason, Lessee or American Tower shall notify Lessor of such expiration or termination and the effective date, and Lessee's or American Tower's obligation to collect and remit the future annual Use Fee for such expired or terminated Co-locator shall terminate upon the effective date of such expiration or termination, provided Lessee or American Tower has provided notice as herein required. Lessee or American Tower shall be responsible for payment of any annual Use Fee for

such Co-locator prior to the effective date of such expiration or termination. Lessee or American Tower shall be solely responsible for maintaining and keeping current the Co-Locator information submitted to the Lessor. Failure to notify Lessor of such expirations or terminations shall not relieve Lessee or American Tower, of Lessee's or American Tower's responsibility for collection and remittance of the annual Use Fee for any Co-locator on the premises.

D. Additional Compensation. In addition to the Ground Rental and Use Fees, the Lessor shall be permitted to install up to two (2) antennas and related facilities on Lessee's tower structure at no cost to the Lessor, provided Lessor's equipment does not interfere with Lessee's equipment and operation.

E. Annual Readjustment of Ground Rental and Use Fee. During the term of the Lease, both the annual Ground Rental rate and annual Use Fee rate will be adjusted annually on the anniversary date of the Lease using the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary date shall be October of each year during the term of the Lease and any extension thereof. The Lessor shall send Lessee a written notice of the annual Ground Rental rate and Use Fee adjustments prior to each anniversary date of the Lease denoting the annual adjusted Ground Rental rate and Use Fee.

F. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in

full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor."

SECTION 5. ARTICLE V, OBLIGATIONS OF LESSEE, Paragraphs B., H., and J. are amended to read as follows:

"ARTICLE V

OBLIGATIONS OF LESSEE

B. Improvements. Lessee shall have the right to and shall provide for the siting, construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the prior written approval of Lessor for any such construction, alteration, or expansion, including, but not limited to, upgrading, adding, repairing or replacing equipment.

In connection therewith, Lessee shall provide Lessor with a written request, at least sixty (60) days in advance, of any proposed changes to the premises, including, but not limited to, the tower, antennas and equipment. For any proposed changes, Lessee shall at the same time submit plans, engineering drawings, specifications and frequencies for Lessor's review, and acquire at Lessee's expense, all required permits. The approval of Lessor shall not be unreasonably withheld or delayed, except that Lessee may not increase the height of the tower, the number of towers, number of antennas and radios, expand the size of the premises, or utilize space outside of the premises, without Lessor's prior written consent, which consent in those instances, may be withheld by Lessor, in its sole and absolute discretion. Height changes will require an FAA Form 7460-1 Notice of Proposed Construction or Alteration review prior to the Lessor's consideration of Lessee's request for height changes.

H. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the Lessee's occupancy or conduct of its business. The storm water system shall not be used to dispose of any substance. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses or liability resulting from any breach of these representations, warranties and covenants, including all attorneys' fees and costs incurred as a result thereof.

J. Interference with Existing Signals. Within thirty (30) days from the approval of this Lease extension, the Lessee shall submit an RF exposure compliance report and an Interference Study prepared and certified by a licensed RF engineer in the State of Montana acceptable to the Lessor that certifies that the communications equipment, as well as any facilities that contribute to the cumulative exposure in the subject area, will comply with applicable Federal RF exposure standards and exposure limits and that certifies that no interference currently exists with existing equipment, antennas or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit A, on the water tower or related equipment buildings shown on Exhibit A, or any FAA-installed navigation equipment within the vicinity of the premises. The RF and Interference Report must include the actual frequency and power levels (in watts effective radio power "ERP") for all existing and proposed antennas at the premises and that show the

location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and show and demonstrate whether or not interference exists at the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC and with respect to existing equipment, antennas or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit A or located on the water tower shown on Exhibit A or related equipment buildings, or any FAA installed navigation equipment within the vicinity. Each such boundary shall be clearly marked and identified for every transmitting antenna at the premises.

Further, the Lessee must ensure that all equipment is and will be operated in a manner that will not cause interference with the operation of existing communication equipment, antennas or signals at the Billings Logan International Airport, the building shown as TSA on Exhibit A or located on the water tower shown on Exhibit A or related equipment buildings, or any FAA installed navigation equipment within the vicinity. If the Lessor determines that the Lessee's equipment or that of a Co-locator is interfering with existing equipment, antennas, or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit A or located on the water tower shown on Exhibit A or related equipment buildings, the Lessee will have fifteen (15) days to eliminate the interference to the satisfaction of the Lessor. If the interference is not corrected in fifteen (15) days, then the Lessee's equipment shall be immediately shut down until the problem can be corrected; provided however if the Lessor determines that Lessee's equipment is interfering with critical Federal Aviation Administration (FAA) or City of Billings Public Safety navigation or communications equipment or other matters involving public safety or public welfare or as otherwise referred to or described in this Paragraph J., at Lessor's

election and upon verbal notice from Lessor to the Network Operations Center (NOC) set forth below or written notice from Lessor, Lessee shall immediately shut down all communications systems and related equipment until the interference is corrected. Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communications interference, emergency public safety needs, or other conflict while this Lease is in effect, and Lessee's approved use shall be subordinate accordingly:

- 1) Lessor, its employees, agents, and contractors with respect to the Billings Logan International Airport;
- 2) Public safety agencies, including law enforcement, fire, and ambulance services, that are either related or not related to Lessor;
- 3) Other governmental agencies where use is not related to public safety;
- 4) Pre-existing communications equipment (if any) on the premises;
- 5) Lessee and Co-locators referenced in this Lease.

Lessee covenants, warrants and represents that its operations on the premises, including but not limited to radio frequency (RF) signal transmissions and receptions (be they 5G or otherwise), will not interfere with aircraft altimeters, whether they are private, commercial, military or other aircraft, flying into, departing from, or in the vicinity of the Billings Logan International Airport. Any reported aircraft altimeter interference shall immediately require Lessee to cease its operations on the premises until authorization is given by the FAA and the Lessor to resume Lessee's operations. Notwithstanding anything contained herein to the contrary, in the event of any occurrence or event that poses an immediate threat of substantial harm or damage to the health, safety, and welfare of the public and/or the premises, as solely determined by Lessor (an Emergency Event), the Lessor may take actions the Lessor determines are required to address such Emergency Event; provided that promptly after such actions that affect the

premises, and in no event later than seventy-two (72) hours after such actions, Lessor gives written/verbal notice to Lessee of Lessor's emergency actions.

If Lessor determines that the conditions of the Emergency Event would be benefitted by cessation of Lessee's and Co-locator's operations, Lessor shall notify American Tower's NOC at (877) 518-6937 and Lessee and Co-locators shall immediately cease operations on the premises, until Lessor notifies American Tower's NOC that the Emergency Event has been resolved and that Lessee and Co-locators can resume their approved use."

SECTION 6. ARTICLE VI, INSURANCE AND INDEMNIFICATION is deleted in its entirety and amended to read as follows:

"ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessee shall protect, defend, indemnify and hold harmless Lessor, Lessor's City Council, officers, directors, employees, agents, and representatives from and against any and all claims, actions, causes of action, damages, liabilities, costs, expenses and attorneys' fees in any way directly or indirectly arising out of acts or omissions of Lessee, its employees or agents, or directly or indirectly arising out of the acts or omissions of American Tower, its other tenants, sublessees or users, in any way connected directly or indirectly with this Lease or Amendment, and arising directly or indirectly from its or their operations, radio frequency transmissions, or reception in and around the Billings Logan International Airport. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator, responsible to Lessor and all third parties for Lessee's respective acts or omissions and that Lessor shall in no way be responsible therefore or incur any liability in connection therewith. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any

improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall protect, defend, indemnify and hold harmless the Lessor, Lessor's City Council, officers, directors, employees, agents, and representatives from and against any and all claims, actions, causes of action, damages, liabilities, costs, expenses and attorneys' fees that may result because of any negligence, act or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall further protect, defend, indemnify and hold harmless Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, death, accident or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft altimeter interference or malfunction, aircraft smoke, vandalism, malicious mischief, or acts of civil authority.

B. Insurance. Lessee and American Tower shall, at their own expense, purchase, provide, maintain and keep in force for the entire term of this Lease the insurance coverages identified hereinafter. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. The insurance shall be maintained with companies with a current A. M. Best Rating of A VII or better.

At the time of execution of this Lease, and annually thereafter, Lessee and American Tower shall each furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is current and in force. The certificates for each insurance policy shall be signed by facsimile signature of a person authorized by the insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and

approved by the Lessor at the time of acceptance of this Lease and any amendment thereof by Lessee and American Tower with existing insurance coverage to be maintained by Lessee and American Tower until Lessee and American Tower provide new certificates evidencing coverage. The Lessee and American Tower hereby warrant that their insurance policies satisfy the requirements of this Lease.

Required evidence of insurance shall be submitted for any renewal or replacement of a policy or coverage that already exists, at least ten (10) days prior to expiration or termination of the existing policy. Lessee and American Tower shall each provide notice to Lessor of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. If the insurance is cancelled or terminated or materially diminished so as to be out of compliance with the requirements of this Lease, Lessee shall provide a replacement policy so as to maintain continuous uninterrupted insurance coverage, in at least the amounts required. The insurance policies required under this Lease shall be written on a claims made or claims occurrence basis as required by the Lessor and shall be kept in place for at least one year beyond the date of expiration or termination of this Lease.

The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts upon request of the Lessor.

The amounts listed herein are the minimum deemed necessary by Lessor to protect the Lessor's interests in this matter. Lessor has made no recommendation to the Lessee as to the insurance necessary to protect Lessee's interests and any decision by the Lessee to carry or not carry insurance amounts in excess of the stated minimums is solely that of the Lessee. Lessee shall

be responsible for judgments, settlements, damages, costs, attorneys' fees and expenses that exceed limits of Lessee's insurance coverage.

1) Breach of Lease. The continuous maintenance by Lessee and American Tower of all types of required insurance under this Lease is mandatory. Failure of the Lessee and American Tower to maintain such insurance is a material breach of this Lease, and does not amend this Lease, nor release the Lessee or American Tower from any other obligations in this Lease.

2) Commercial General Liability Insurance. Commercial General Liability Insurance on a standard occurrence form, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$5,000,000 per occurrence; \$5,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of Commercial General Liability Insurance and Excess or Umbrella Liability Insurance. The commercial general liability policy shall be endorsed to name the City of Billings, the City Council and City's officers, directors, employees, agents, and representatives as a **PRIMARY ADDITIONAL INSURED.**

3) Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate with respect to each of Lessee's owned, hired and non-owned vehicles, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this Lease.

4) Employer's Liability Insurance. Employer's Liability with limits of at least one million dollars (\$1,000,000).

5) Workers' Compensation Insurance. Workers' Compensation insurance shall be maintained during the life of this Lease to comply with State law for all employees.

The Lessor's general liability policy will be excess and noncontributory. The policy/ies shall also be endorsed to include a written waiver of insurer's right to subrogate against the Lessor. Specifically, all insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Lessor, its City Council, officers, officials, boards, commissions, directors, representatives, agents, and employees for any claims arising out of Lessee's work or service. Lessee and American Tower shall be responsible for solely responsible for the payment of their respective deductibles and/or self-insured retention."

SECTION 7. ARTICLE VIII, GENERAL PROVISIONS, is amended as follows: Paragraph E. is replaced and renumbered as ARTICLE VIII, NONDISCRIMINATION. All other paragraphs of ARTICLE VIII, GENERAL PROVISIONS are re-numbered and renamed as a new ARTICLE IX, GENERAL PROVISIONS.

ARTICLE VIII, Paragraph E. is deleted in its entirety and amended to read as follows:

"ARTICLE VIII

NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Lessee shall not discriminate against any person or class of persons by reason of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Lessee shall furnish said services on a reasonable

and non-discriminatory basis to all users thereof and charge reasonable and non-discriminatory prices for each unit of service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that Lessee employs, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Lessee, for itself, its successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land

that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Lessee, for itself, its successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

E. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which addresses non-discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)."

SECTION 8. ARTICLE VIII, GENERAL PROVISIONS, Paragraphs A. – D., and F. – K. are deleted in their entirety, renumbered, amended and renamed as ARTICLE IX, GENERAL PROVISIONS, to read as follows:

"ARTICLE IX

GENERAL PROVISIONS

A. Attorneys' Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments, which may be lawfully levied against Lessee's occupancy or use of the premises, or any improvements placed thereon as a result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment, which it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease. Lessor further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by Lessee shall succeed to, and shall have the benefits of, all of Lessee's rights, title and interest in, to and under this Lease. Lessor, in no event, shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the

mortgagor or beneficiary will seek no money judgment against Lessor. Lessee will provide to Lessor immediate written notice by certified mail of each notice of breach of covenant, default or foreclosure given to Lessee by a holder or trustee of any indebtedness, mortgage or trust indenture affecting or applying to Lessee's interest under this Lease.

E. Modification and Amendments. Changes or modifications to this Lease will be done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G. Effect of Invalid Provision. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

Gold Creek Cellular of Montana Limited Partnership
DBA Verizon Wireless

Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

Copies to:
American Tower Corporation
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

And

American Tower Corporation
Attn: Legal Department
116 Huntington Avenue
Boston, MA 02116

or to such other addresses as the parties may designate to each other in writing from time to time.

I. Successors and Assigns. All of the terms, covenants and agreements herein contained, and as may be subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assignees and sublessees of the respective parties hereto as provided and subject to the requirements of ARTICLE I., Paragraph G and as provided herein.

J. Prior Lease. Lessor and Lessee agree that the Lease dated September 10, 2012 replaced the Commercial Non-Aviation Ground Lease for Use as a Communication Equipment Site between Lessor and Lessee dated July 23, 2007, referenced by Lessee as BIL-AIRPORT Contract #NG72758 (the Terminated Lease). Lessor and Lessee acknowledge that all fees and payments due under the Terminated Lease dated July 23, 2007 have been paid in full. Lessee shall be responsible for payment of any fees and charges, including late fees, under the terms and conditions of the Current Lease and as extended by this Amendment.

K. Lease References. Lessor and Lessee agree this Amendment shall amend the Commercial Non-Aviation Ground Lease for Use as a Communication Equipment Site between Lessor and Lessee dated September 10, 2012, referenced by Lessee as BIL-AIRPORT,

by Lessee as VZN Contract #NG112623, VZN Site #141521, and American Tower as ATC Site #412932. These references shall be included on all communications regarding this Lease.

L. Recorded Documents. Lessee and American Tower shall provide copies to Lessor of any documents either Lessee or American Tower place of record in Yellowstone County, Montana that pertain to or have an effect on this Lease."

SECTION 9. ACKNOWLEDGEMENTS. Except as modified and provided herein, the Lease and all other provisions remain unchanged, in full force and effect, and are hereby ratified and affirmed. In the event of an inconsistency between this Amendment and the Lease, the terms and provisions of this Amendment shall control.

SECTION 10. EFFECTIVE DATE. For Lessee's continuous, uninterrupted occupancy prior to the term extension included in this Amendment, and the rents and fees due, the effective date of this Amendment shall be October 1, 2022.

SECTION 11. AUTHORITY. The undersigned each respectively represents and warrants that it is duly and properly authorized to sign this Amendment on behalf of its respective party.

IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DATE: _____

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

GOLD CREEK CELLULAR OF
MONTANA LIMITED PARTNERSHIP
DBA VERIZON WIRELESS

BY: CommNet Cellular Inc., Its General
Partner

BY: ATC Sequoia LLC, a Delaware
Limited Liability Company, Attorney-In-
Fact

BY _____
(Signature)

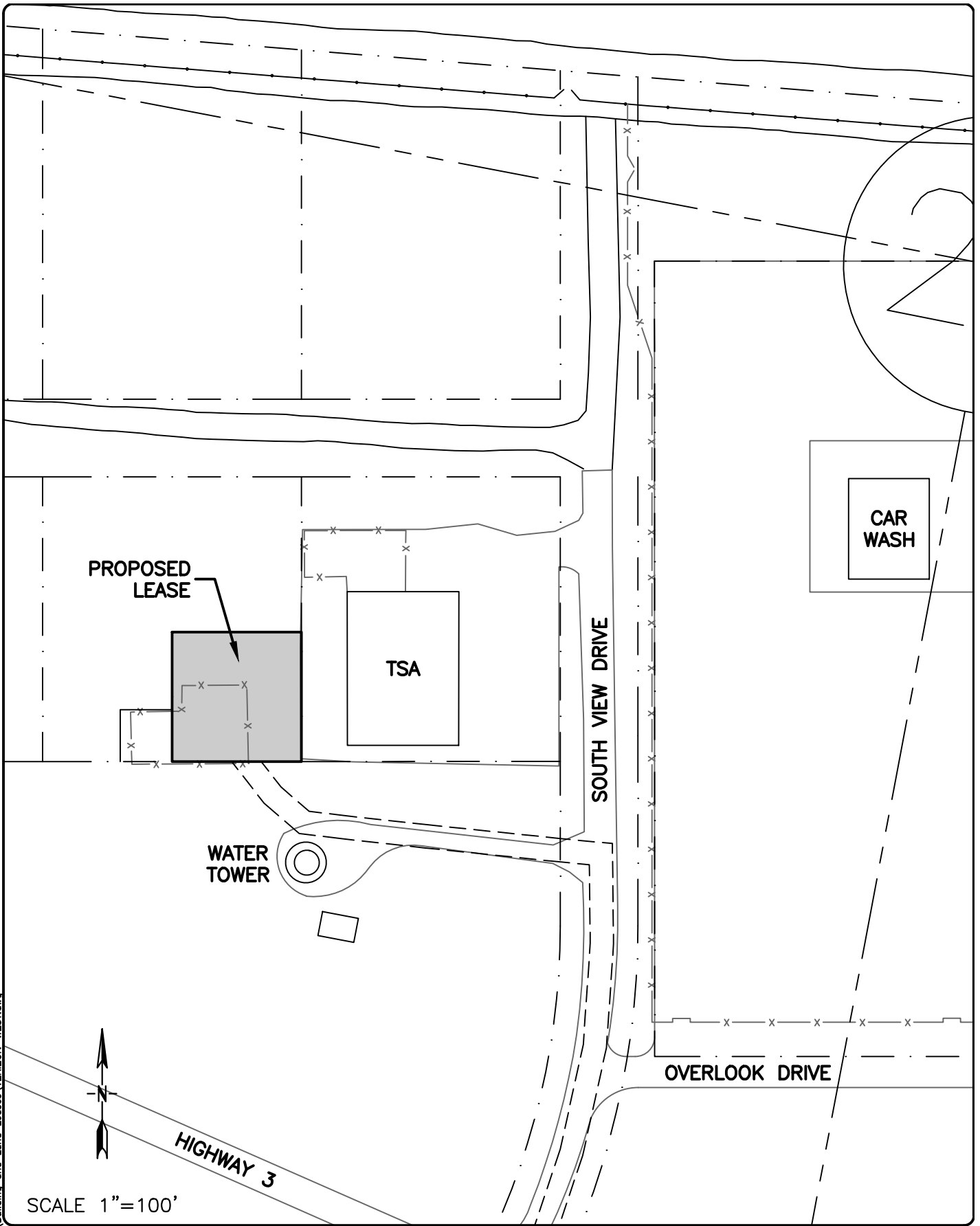
PRINT NAME

TITLE

DATE

DRAFT

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VERIZON WIRELESS
LEASE
(BIL-AIRPORT)

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

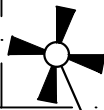
EXHIBIT A 1 of 3

**MORRISON
MAIERLE, INC.**
An Employee-Owned Company

315 No. 25th St.
Suite 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201

Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012



NW CORNER SECTION 25
T. 1 N., R. 25 E.

S 37°01'19" E
3701.19'

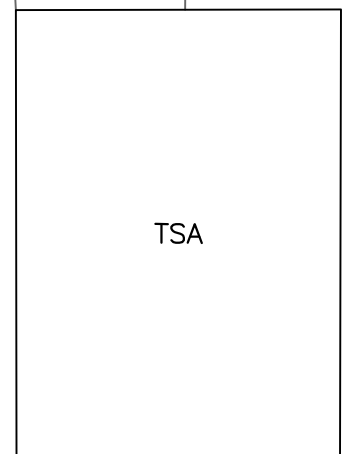
POINT OF BEGINNING

100.00'
N 78°43'33" E

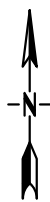
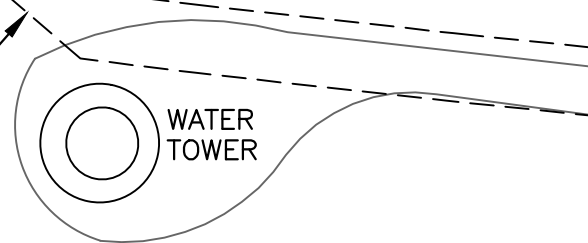
100.00'
N 11°16'27" W

100.00'
S 11°16'27" E

100.00'
S 78°43'33" W



18' ACCESS EASEMENT



SCALE 1"=50'

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VERIZON WIRELESS LEASE (BIL-AIRPORT)

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company

315 No. 25th St.
 Suite 102
 Billings, MT 59101
 Phone: (406) 656-6000
 Fax: (406) 237-1201

Engineers
 Surveyors
 Scientists
 Planners

ISSUE DATE: FEBRUARY 2012

DESCRIPTION

Main Parcel

Commencing at the Northwest corner of Section 25 T. 1N., R. 25E., P.M.M., Yellowstone County, Montana; thence S 35°01'12" E a distance of 3707.19 feet, to the True Point of Beginning; thence N 78°43'33" E a distance of 100.00 feet; thence S 11°16'27" E a distance of 100.00 feet; thence S 78°43'33" W a distance of 100.00 feet; thence N 11°16'27" W a distance of 100.00 feet to the True Point of Beginning.

Said Main Parcel containing 10,000 square feet.

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VERIZON WIRELESS
LEASE
(BIL-AIRPORT)

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 3 of 3



**MORRISON
MAIERLE, INC.**
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