

### THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement ("Third Amendment"), is made effective as of the date last signed below ("Effective Date"), between County of Albany ("County") and Independent Wireless One Leased Realty Corporation, a Delaware corporation ("IWO").

### BACKGROUND

Pursuant to a Lease Agreement dated April 25, 2002 ("Original Agreement"), as amended by First Amendment to Lease Agreement dated July 14, 2009 ("First Amendment"), and further amended by Second Amendment to Lease Agreement dated July 5, 2012, ("Second Amendment"), (collectively the "Agreement"), County leased to IWO a certain portion of real property located at 780 Albany Shaker Road, Town of Colonie, County of Albany, State of New York, as more particularly described in Exhibit A to the Agreement ("Site").

The Agreement will expire on August 31, 2015.

IWO and County desire to amend the Agreement and extend the term of the Agreement, as set forth herein.

### AGREEMENT

In consideration of the mutual promises between the parties and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, County and IWO agrees as follows:


1. **Term Extension.** Notwithstanding the provisions of Article II of the Original Agreement, Paragraph 1 of the First Amendment and Section 1 of the Second Amendment, the current term of the Agreement will expire on August 31, 2015. Commencing on September 1, 2015, the term of the Agreement is five (5) years and shall expire August 31, 2020.


2. **Rent.** Effective on September 1, 2015, ("Extension Term Commencement Date"), the monthly rent amount will be increased to Two Thousand Four Hundred and no/100s Dollars (\$2400.00). The rent for each successive year will be increased on each anniversary of the Extension Term Commencement Date by 3% of the monthly installment of rent payable during the previous year.

3. **Permitted Use.** The final paragraph of Article I of the Original Agreement will be deleted in its entirety and replaced with the following:

"County leases said real property with a license for reasonable access thereto, and to the appropriate sources of electric and telephone facilities. IWO has the right to modify, supplement, upgrade, replace, remove, refurbish, or relocate the equipment related to the IWO PCS facility, including without limitation utility lines, transmission lines, equipment shelters, electronic equipment, antennas, coax, microwave dishes, and supporting equipment, within the Site only, at any time during the term of this Agreement, provided that IWO complies with all applicable laws and regulations. County agrees to cooperate with IWO in all respects in connection with the foregoing. IWO may operate the PCS facility at any frequency for which it has all requisite permits."

4. **Termination.** Section 4 of the Second Amendment is hereby deleted in its entirety.

County Initials 

IWO Initials 

**5. General Terms and Conditions.**

(a) All capitalized terms used in this Third Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Third Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

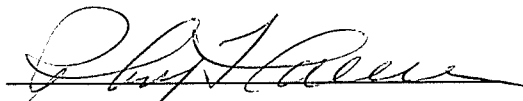
(c) This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) County agrees to promptly execute and deliver to IWO a recordable Memorandum of Third Amendment in the form of Attachment 1, attached.

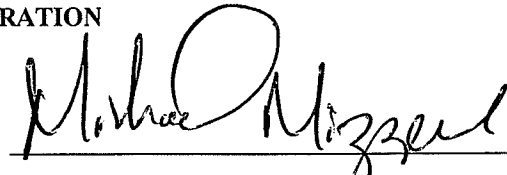
(e) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Third Amendment.


The parties have executed this Amendment as of the Effective Date.

**COUNTY OF ALBANY**

By:   
Name: Philip F. Calderone  
Title: Deputy County Executive  
Date: 9/23/15

**INDEPENDENT WIRELESS ONE LEASED REALTY CORPORATION**

By:   
Name: Michael Mizzell  
Title: Manager-Vendor Management  
Date: 12/3/2015

County Initials 

IWO Initials 

COUNTY NOTARY BLOCK

STATE OF New York )  
 ) ss.  
COUNTY OF Albany )

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me  
this 23<sup>rd</sup> day of September, 2015, by (choose one)  
☒ Philip Calderone, as Deputy County Executive of  
Albany County, a municipal corporation of New York State

In witness whereof I hereunto set my hand and official seal.

Tracy Murphy

NOTARY PUBLIC

**TRACY A MURPHY**  
Notary Public, State of New York  
No. 02MU6263245  
Qualified in Albany County  
Commission Expires June 11, 2016

IWO NOTARY BLOCK

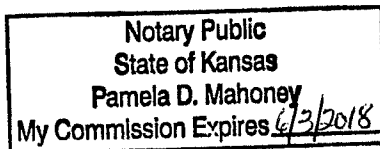
STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

Acknowledgment by Corporation  
Pursuant to Uniform Acknowledgment Act

The foregoing instrument was acknowledged before me this 4 day of  
December, 2015, by Michael Mizzell on behalf of Independent Wireless  
One Leased Realty Corporation, a Delaware corporation

In witness whereof I hereunto set my hand and official seal.

Pamela D. Mahoney



County Initials PC

IWO Initials MM

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Sprint Property Services  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

### MEMORANDUM OF THIRD AMENDMENT TO LEASE AGREEMENT

This Memorandum of Third Amendment to Lease Agreement ("Memorandum") dated December 4, 2015, evidences that an amendment ("Amendment") was made to Lease Agreement dated April 25, 2002 ("Agreement") by and between County of Albany ("County") and Independent Wireless One Leased Realty Corporation, a Delaware corporation ("IWO").


The Agreement as amended provides in part that County has leased to IWO a certain site located at 780 Albany Shaker Road, Town of Colonie, County of Albany, State of New York, more particularly described on **Exhibit A** attached hereto.

The term of IWO's lease and tenancy under the Amendment is five (5) years commencing on September 1, 2015 ("Extension Term Commencement Date").

The parties have executed this Memorandum as of the day and year first above written..

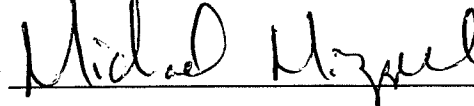
County:

COUNTY OF ALBANY

By:   
Printed Name: Philip F. Calderone  
Title: Deputy County Executive

IWO:

INDEPENDENT WIRELESS ONE LEASED REALTY  
CORPORATION

By:   
Printed Name: Michael Mizzell  
Title: Manager – Vendor Management

COUNTY NOTARY BLOCK

County Initials PC

IWO Initials MM

STATE OF New York )  
COUNTY OF Albany ) ss.

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me  
this 22<sup>nd</sup> day of September, 2015, by (choose one)  
☒ Philip Galdyne, as Deputy County Executive of  
Albany County, a municipal corporation of New York State

In witness whereof I hereunto set my hand and official seal.

Tracy Murphy

NOTARY PUBLIC

**TRACY A MURPHY**  
Notary Public, State of New York  
No. 02MU6263245  
Qualified in Albany County  
Commission Expires June 11, 2016

IWO NOTARY BLOCK

STATE OF KANSAS )  
COUNTY OF JOHNSON ) ss.

Acknowledgment by Corporation  
Pursuant to Uniform Acknowledgment Act

The foregoing instrument was acknowledged before me this 4 day of  
December, 2015, by Michael Mizzell on behalf of  
Independent Wireless One Leased Realty Corporation, a Delaware corporation

In witness whereof I hereunto set my hand and official seal.

Pamela D. Mahoney

Notary Public  
State of Kansas  
Pamela D. Mahoney  
My Commission Expires 6/3/2018

County Initials PC

IWO Initials WM

**EXHIBIT A**  
**TO MEMORANDUM OF THIRD AMENDMENT TO LEASE AGREEMENT**  
**Site Description**

SCHEDULE "A" DESCRIPTION

ALL that certain tract, piece or parcel of land, together with the buildings and improvements thereon, situate lying and being in the Town of Colonie, County of Albany and State of New York, being more particularly bounded and described as follows:

NORTHERLY by the Road leading to Shaker Ridge Country Club;

EASTERLY by Albany-Shaker Road (County Route 151);

SOUTHERLY by lands of the County of Albany and Town of Colonie (Heritage Park);

WESTERLY by other lands of the County of Albany.

Intending to describe that portion of lands owned by the County of Albany upon which is situate the Albany County Nursing Home Facility.

County Initials

RE

IWO Initials

WV