

FIRST AMENDMENT TO TOWER OCCUPANCY AGREEMENT

THIS FIRST AMENDMENT TO TOWER OCCUPANCY LICENSE AGREEMENT ("Amended Agreement"), entered into on this ___ day of November, 2019, by and between Village of Pecatonica, Pecatonica, IL 61063 ("Lessor") and Computer Dynamics of NWIL, L.L.C. located at 451 West South St., Freeport, IL 61032 ("Lessee") sometimes referred to collectively as the "Parties" or individually as "Party".

WHEREAS, the Parties previously entered into a Tower Occupancy Agreement in March 2019 ("Agreement"); and

WHEREAS, the Lessee wishes to add its Equipment to both of Lessor's owned water towers for the purpose of constructing, maintaining and operating, at retail, wireless telecommunications networks on same; and

WHEREAS, the Lessee has inspected both of Lessor's water towers and finds them to be safe and acceptable for its purposes as set forth herein; and

WHEREAS, Lessee accepts the risks associated with the use of the water towers, and in so doing indemnifies and holds the Lessor harmless against claims of injury or death by its employees, agents, contractors, successors and assigns arising out of its use of Lessor's water towers; and

WHEREAS, Lessor is willing to permit attachment of the Lessee's equipment to certain Lessor owned water towers, ("Towers"); and

WHEREAS, in furtherance of this expanded use by Lessee of both Lessor's water towers the Parties hereto have deemed it necessary to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree to amend the Agreement as follows:

1. DEFINITIONS

The following definitions shall apply generally to the provisions of this Amended Use Agreement:

4. Demised Premises. "Towers", as used herein, "Tower" shall mean Tower and/or Towers.

2. SCOPE OF AGREEMENT

1. Recitals Incorporated.



The recitals set forth above are substantive, and are incorporated by reference as though fully set forth herein, and added to and supplement the recitals of the Agreement.

The fourth recital of the Agreement is hereby amended as follows:

| Number of customers | Monthly rent |
|---------------------|--------------|
| 0 – 51 | \$270 |
| 51 – 100 | \$375 |
| 101-200 | \$400 |
| 201+ | \$575 |

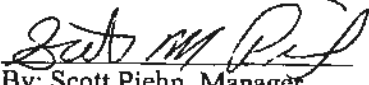
15. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have their respective officers who are duly authorized to execute this Amended Agreement below.

Lessor

By: William Smull, President
Its: Village of Pecatonica

LESSEE


By: Scott Piehn, Manager
Its: Computer Dynamics of NWIL, L.L.C.