

FIRST AMENDMENT TO TOWER SITING AGREEMENT
(BU 812129)

THIS FIRST AMENDMENT TO TOWER SITING AGREEMENT (“First Amendment”) is made effective this ____ day of _____, 2017, by and between CITY OF HOLLYWOOD, a Florida municipal corporation (“Lessor”), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Lessee”), and the successor by merger with BellSouth Mobility LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership.

WHEREAS, Lessor and Bellsouth Mobility Inc., entered into a Lease Agreement for the Property (as defined below) dated September 4, 1991, which expired on October 30, 2011, and the parties thereto (or their successors or assigns) wished to enter into a new lease for the Property; and

WHEREAS, Lessor and Lessee entered into a Tower Siting Agreement dated October 31, 2011 (as assigned, the “Agreement”), whereby Lessor leased to Lessee a portion of land being described as an approximately 6,000 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the “Property”) located at 1621 N. 14th Avenue (Tax Parcel #51-42-10-27-0020), Hollywood, Broward County, State of Florida; and

WHEREAS, the term of the Agreement commenced on October 31, 2011, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on October 30, 2031 (“Original Term”), and Lessor and Lessee now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Lessor and Lessee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 2 of the Agreement is deleted in its entirety and replaced with the following:

2. **Term and Renewals:** This Agreement shall be for an initial term of ten (10) years commencing on October 31, 2011 (hereinafter “START DATE”), and expiring on October 30, 2021. On October 31, 2021, this Agreement shall automatically renew, without need of any further documentation, for one (1) additional ten (10) year term and thereafter for three (3) five year terms (each a “RENEWAL TERM”) unless LESSEE provides LESSOR with notice of its intention not to renew at least ninety (90) days prior to the expiration of the initial term or the then current RENEWAL TERM. If not sooner terminated as provided for herein, this Agreement shall expire on October 30, 2046.

3. As additional consideration for amending the Agreement in accordance with this First Amendment, on October 1, 2017, the annual Rental Fee shall increase to Thirty Thousand Dollars (\$30,000.00) per year. Following such increase, the annual Rental Fee shall continue to adjust pursuant to the terms of the Agreement.

4. Section 5 of the Agreement is deleted in its entirety and replaced with the following:

5. **Improvements**: LESSOR and LESSEE acknowledge that this Agreement pertains to an existing LESSEE's Communications Facilities and existing equipment and all required plans have been submitted to, and approved by, LESSOR, and any approvals required from LESSOR and, under the City Code of the City of Hollywood, have been previously provided for the LESSEE's Communications Facilities and equipment and no further approval is necessary. LESSEE may, at any time, modify, supplement, replace, remove or relocate any of the equipment or other appurtenances during the term of this Agreement, provided same conforms to the previously approved plans, or if not, such changes shall undergo an administrative review by the LESSOR for its review and approval prior to construction if required by the City Code of the City of Hollywood, as amended. This provisions shall also apply to LESSEE's subleases and/or licenses alike. Notwithstanding the foregoing, LESSOR's review and approval shall not be required where the modification is non-structural in nature or involves the replacement of substantially similar equipment.

5. Section 8 of the Agreement is amended by deleting the first paragraph in its entirety and replacing it with the following:

8. **Termination**: LESSEE shall have the right to terminate this Agreement at any time, without cause, by providing three-hundred and sixty (360) days prior written notice.

6. Section 23 of the Agreement is amended by deleting Lessee's notice addresses and inserting the following:

LESSEE: AT&T Network Real Estate Administration
Re: 10023609
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to:

AT&T Legal Department- Network
Attn: Network Counsel
Re: 10023609
208 S. Akard Street
Dallas, Texas, 75202-4206

With a copy to:

Crown Castle South LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

7. As additional consideration for amending the Agreement in accordance with this First Amendment, Lessee agrees to pay to Lessor \$10,000.00 ("Signing Bonus") within sixty (60) days of full execution of this First Amendment by both parties. Lessor acknowledges that the Signing Bonus may be paid by Crown Castle South LLC, a Delaware limited liability company ("Crown"), on behalf of Tenant. By signing this First Amendment, Lessor agrees to accept the Signing Bonus from Crown, and Lessor further agrees that the acceptance by Lessor of the Signing Bonus will be a complete accord and satisfaction of that said obligation. Upon payment of the Signing Bonus, Lessor waives and releases Tenant and Crown from any and all claims Lessor may have pursuant to the Agreement (or otherwise) related to or arising out of the Signing Bonus.

8. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, Lessor owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Lessee's request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Property which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Property.

(e) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

9. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Property and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

10. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

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IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:

Signed, sealed and delivered
in the presence of:

City of Hollywood,
a Florida municipal corporation

Print Name: _____

By: _____(SEAL)

Print Name: _____

Title _____

Print Name: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

Signed Sealed and Delivered
in the Presence of:

Print Name: _____

Print Name: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation
Its: Manager

By: _____ (SEAL)
Gram Meadors, AVP Sourcing
Operations, Strategic Lease Management

Prepared out of State.
Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Tax Map #: 51-42-10-27-0020

MEMORANDUM OF FIRST AMENDMENT TO TOWER SITING AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO TOWER SITING AGREEMENT (“Amended Memorandum”) is made effective this _____ day of _____, 2017, by and between CITY OF HOLLYWOOD, a Florida municipal corporation (“Lessor”), with a mailing address of 2600 Hollywood Boulevard, 4th Floor, Hollywood, Florida 33020, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Lessee”), and the successor by merger with BellSouth Mobility LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BellSouth Carolinas PCS, L.P., a Delaware limited partnership, with a mailing address of New Cingular Wireless, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324.

WHEREAS, Lessor and Bellsouth Mobility Inc., entered into a Lease Agreement for the Property (as defined below) dated September 4, 1991, which expired on October 30, 2011, and the parties thereto (or their successors or assigns) wished to enter into a new lease for the Property; and

WHEREAS, Lessor and Lessee entered into a Tower Siting Agreement dated October 31, 2011 (as assigned, the “Agreement”), whereby Lessor leased to Lessee a portion of land being described as an approximately 6,000 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the “Property”) located at 1621 N. 14th Avenue (Tax Parcel #51-42-10-27-0020), Hollywood, Broward County, State of Florida; and

WHEREAS, the term of the Agreement commenced on October 31, 2011, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on October 30, 2031 (“Original Term”), and Lessor and Lessee now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Lessor and Lessee made and entered into a First Amendment to Tower Siting Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Lessor does hereby lease and grant unto Lessee, its successors and assigns, the Property for three (3) additional five (5) year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Agreement may last for a term of thirty-five (35) years, expiring on October 30, 2046, unless sooner terminated as provided in the Agreement.

2. The Property is that approximately 6,000 square feet portion of that property, together with those rights of way and easements granted in the Agreement, located at 1621 N. 14th Avenue, Hollywood, Broward County, Florida, said parent parcel having Tax Parcel #51-42-10-27-0020. The Property is more particularly described on Exhibit A attached hereto.

3. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Lessee.

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EXHIBIT A

Approximately 6,000 square feet out of the following described property: A portion of Hollywood Beach Extension Resubdivision of Blocks 1-2-3-4-6 in Section 10, Township 51 South Range 42 East, City of Hollywood, Broward County, Florida, being more particularly described as follows:

COMMENCING at the northwest corner of said Hollywood Beach Extension Resubdivision, also being the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 11;

THENCE S. $00^{\circ}29'59''$ W. along the west line of said Section 11, also being the centerline of N. 14th Avenue, a distance of 636.81 feet to a point;

THENCE S. $87^{\circ}34'19''$ E., a distance of 448.48 feet to the point of beginning;

THENCE N. $01^{\circ}02'25''$ E., a distance of 145.20 feet to a point;

THENCE S. $88^{\circ}48'07''$ E., a distance of 3.76 feet to a point;

THENCE S. $43^{\circ}58'05''$ E., a distance of 210.45 feet to a point;

THENCE N. $87^{\circ}34'19''$ W., a distance of 152.63 feet to the point of beginning.

Containing 11,349.05 square feet or 0.2005 acres of land more or less.