

Cell Site No. N120726
Cell Site Name: OR063/ORLANDO
Fixed Asset No. 10069506
Market: NORTH FLORIDA
Address: 111 East Central Boulevard, Orlando, FL 32801

AMENDMENT NUMBER ONE TO LICENSE AGREEMENT

This Amendment Number One to License Agreement ("Amendment Number One") is made and shall be effective as of the ____ day of _____, 201____, (the "Effective Date") by and between the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida, whose business address is 400 S. Orange Avenue, Orlando, FL 32801 ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Florida, Inc., a Florida corporation, whose business address is 575 Morosgo Drive NE, Suite 13-F, West Tower, Atlanta, GA 30324 ("Licensee").

RECITALS

A. CITY owns certain property located at 111 East Central Boulevard, Orlando, Florida, commonly referred to as the "Library Parking Garage" ("Garage").

B. Licensee (or its respective predecessor-in-interest) has entered into a license agreement with City for part of that property ("Licensed Premises") pursuant to License Agreement for PCS/Cellular Wireless Communication Antenna at the Library Parking Garage dated February 28, 2000, in order to install and operate certain wireless communication facilities and related cables and equipment, including generation equipment ("License Agreement"). A true copy of the License Agreement is attached hereto and made a part hereof as **Exhibit "C."**

C. The current License Agreement is set to expire February 28, 2015, and License has requested City to grant additional options to extend the term to which City has agreed.

D. The purpose of this Amendment Number One is to add options to renew the License Agreement on the terms and conditions set forth herein. Capitalized terms contained herein shall have the same meaning as assigned in the License Agreement, except to the extent otherwise specifically set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and Licensee hereby amend the License Agreement as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part hereof, the same as if fully set forth herein.

2. Term and Renewals. The current term of the License Agreement will expire February 28, 2015, unless sooner terminated, modified or extended pursuant to the terms of this Amendment Number One ("Current Term"). Pursuant to this Amendment Number One, the License Agreement shall now include three (3) renewal options of five (5) years each. Provided Licensee is not in default in the performance of its duties under this License Agreement at the end of the Current Term, it shall be automatically extended for five (5) years, unless ninety (90) days prior to the expiration of the term, Licensee gives City written notice of its intent not to renew the

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License Agreement. Likewise, the License Agreement shall be renewed or not renewed in the same manner for a second and third renewal term. The first renewal term would begin March 1, 2015, and end on February 29, 2020, ("First Renewal Term"). The second renewal term would begin on March 1, 2020, and end on February 28, 2025, ("Second Renewal Term"). The third renewal term would begin on March 1, 2025, and ending on February 28, 2030, ("Third Renewal Term").

3. Rent. The terms and conditions of the License Agreement regarding the rent to be paid for the remainder of the Current Term will continue to increase as stated in the current License Agreement. During the last year of the Current Term annual rent will be Thirty-Five Thousand Six Hundred Thirty-Eight and 77/100 Dollars (\$35,638.77). If the License Agreement is renewed on March 1, 2015, the rent will increase four percent (4%) on that date and also increase four percent (4%) at the beginning of each year thereafter throughout the First Renewal Term. During Second and Third Renewal Terms, the rent will increase at the same times as during the First Renewal Term, should the License Agreement be renewed for either or both Renewal Terms.

4. Renewal Fee. Lessee shall pay to Lessor a one-time renewal fee in the amount of Five Thousand Dollars and No/100 (\$5,000.00), plus any applicable tax, within forty-five (45) days of the Effective Date ("Renewal Fee").

5. Notices. Paragraph 31 of the License Agreement is hereby deleted in its entirety and replaced with the following: NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to AT&T:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: N120726; Cell Site Name: OR063/ORLANDO (FL)
Fixed Asset No: 10069506
575 Morosgo Drive NE
Suite 13-F, West Tower
Atlanta, GA 30324

With a required copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: N120726; Cell Site Name: OR063/ORLANDO (FL)
Fixed Asset No: 10069506
208 South Akard Street
Dallas, TX 75202-4206

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And as to City:

City of Orlando
Attn: Real Estate Division
400 South Orange Avenue
Orlando, FL 32801

6. Memorandum of License. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. Incorporation of License Agreement Terms Not in Conflict Herewith. All terms of the License Agreement not otherwise modified herein are incorporated herein by reference, reaffirmed and acknowledged by the parties as continuing in full force and effect. To the extent of any conflict between the terms of the License Agreement and this Amendment Number One, the terms hereof shall control. Should the License Agreement be renewed for one or both of the Renewal Terms provided for herein, all other terms and conditions of the License Agreement shall remain the same except to the extent specifically set forth herein.

This Amendment Number One has been executed by the parties to become effective as of the date set forth above.

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SIGNATURES OF PARTIES APPEAR ON THE FOLLOWING PAGES)**

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CITY OF ORLANDO, FLORIDA, a municipal
corporation

By: _____

Print Name: _____

Mayor/ Mayor Pro Tem

Attest:

City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 201__.

Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
201__, by _____, and Alana C. Brenner, the Mayor/Pro Tem and City Clerk
respectively of the City of Orlando, Florida, a Florida municipal corporation, on behalf of the
corporation. They are personally known to me.

Notary Public:
Commission Expires:
(SEAL)

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

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: John M. Collins
Title: Area Manager, E&L, NFA
7-29-10

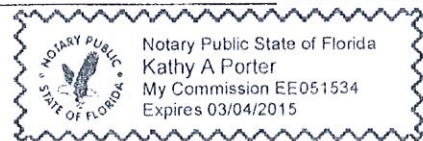
Witnesses:

(1) Sign: [Signature]
Print Name: Kathy Porter

(2) Sign: [Signature]
Print Name: Debbie Lewis

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29 day of July,
201 4, by John M. Collins, the Area Real Estate of AT&T Mobility Corporation,
the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf
of the corporation. He/she is personally known to me or has produced a valid
driver's license as identification.



[Signature]
Notary Public:
Commission Expires Kathy Porter
(SEAL)

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EXHIBIT C

Copy of License Agreement