

AGREEMENT

This Agreement ("Agreement") is made and entered into effective as of _____, 2014, by and among the City of Orlando, Florida, a Florida municipal corporation ("City"), and Orlando MPL Tower Holdings LLC, a Delaware limited liability company (hereafter "Orlando MPL") and CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("CCATT").

RECITALS:

WHEREAS, AT&T Wireless Services of Florida, Inc, a Florida corporation, entered into a Lease Agreement for Light Pole/Wireless Antenna Placement on City Property dated May 5, 2000, with the City ("Lease").

WHEREAS, On October 24, 2004, AT&T Wireless Services of Florida, Inc. merged with and into New Cingular Wireless Services of Florida, LLC. New Cingular Wireless Services of Florida, LLC merged with and into New Cingular Wireless PCS, LLC on December 31, 2004. On or about May 23, 2005, New Cingular Wireless PCS, LLC registered as the general partner of Orlando SMSA Limited Partnership ("Partnership"), and contributed the Lease to the Partnership as partnership property. The Partnership thereafter assigned the Lease to Orlando MPL on or about December 16, 2013 via internal company assignment. The Partnership and Orlando MPL are both ATT entities;

WHEREAS, Orlando MPL is the Lessee per the Lease (designated ATT in the original Lease) and shall be responsible to the City for the rights and obligations thereunder;

WHEREAS, CCATT LLC subleases certain operational rights to the Site from Orlando MPL and is acting as power of attorney for Orlando MPL per the limited power of attorney document previously supplied to the City;

WHEREAS, Orlando MPL will continue to maintain its communications facilities (including modifications) on the Site.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Confirmation of Terms.** The foregoing Recitals are true and correct and are incorporated herein by reference.
2. **Assignment and Assumption.** Orlando MPL is the Lessee under the Lease, following the internal assignment described above, and represents to the City that it has assumed and agreed to fulfill all Lessee (ATT) obligations per the terms and conditions of the Lease.
3. **Action for Default.** Notwithstanding anything to the contrary otherwise contained herein, should there be a default in any tenant obligations under the Lease, City shall proceed per the terms of the Lease against the Lessee, Orlando MPL by providing notice to the addresses provided below in paragraph 7.

4. **Future Consent Requirements.** Nothing contained in this agreement shall be deemed a consent from the City to the acquisition of Orlando MPL's interest in the Lease by CCATT. Should CCATT or any other entity wish to acquire the entire interest of Orlando MPL under the Lease, that entity must first fulfill all conditions to the assignment as required in the Lease.
5. **Status of Lease.** Orlando MPL and the City hereby confirm that the Lease is in full force and effect with no breach or default currently existing at the Site or under Lease.
6. **Authority to Execute.** Each party represents and warrants to all others that it has complete and unrestricted authority to execute this instrument and execute "Amendment Number One to Lease Agreement" between the parties hereto. No third-party consent or authorization, including, without limitation, that of a lender, is required with respect to the execution of this Agreement, or if any such third-party consent or approval is required, such consent or approval has been obtained.
7. **Notices.** The proper addresses of the Parties to which notices should be sent (in accordance with the notice provisions of the Lease, as applicable) are as follows:

City's address (for U.S. Mail or express or overnight mail) is:

City of Orlando
400 S. Orange Ave.
City Hall, Seventh Floor
Orlando, FL 32801
Attn: Real Estate Division Manager
Phone No. 407-246-2653

Orlando MPL's address (for U.S. Mail or express or overnight mail) is:

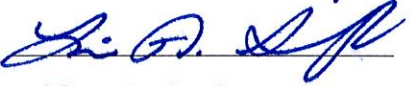
Orlando MPL Tower Holdings LLC
Attn: Legal Department
208 S. Akard Street
Dallas TX 75202

With a copy to:

CCATT LLC
Attn: Legal Department
2000 Corporate Drive
Canonsburg PA 15317

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Orlando MPL Tower Holdings, LLC, a Delaware limited liability company
By: CCATT LLC, a Delaware limited liability company, its Attorney in Fact

By: 
Name: Lisa A. Sedgwick
RET Manager
Title: _____
Date: 12/4/2014

CCATT LLC, a Delaware limited liability company

By: 
Name: Helen Smith
Title: Real Estate Transaction Manager
Date: 12/4/14

CITY OF ORLANDO, a Florida municipal corporation

By: _____
Print Name: _____
Title: Mayor/Pro Tem
Attest:

Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the
City of Orlando, Florida, only.

_____, ____ 2014

Assistant City Attorney