

AMENDMENT NUMBER ONE TO LEASE AGREEMENT

This Amendment Number One To Lease Agreement is made and shall be effective as of the ___ day of _____, 2014, 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 Orlando MPL Tower Holdings LLC, a Delaware limited liability company, successor by assignment to Orlando SMSA Limited Partnership, successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to new Cingular Wireless Services of Florida, LLC, a Florida limited liability company, successor by merger to AT&T Wireless Services of Florida, Inc., a Florida corporation, whose business address is 208 S. Akard Street, Dallas, Texas 75202-4206 (“AT&T”).

RECITALS

- A. City owns certain property located at 1220 East South Street in Orlando, Florida.
- B. AT&T (or its respective predecessor-in-interest) has leased a part of that land (the “Leased Premises”) pursuant to Lease Agreement for Light Pole/Wireless Antenna Placement on City Property dated May 5, 2000, in order to construct an eighty (80) foot high monopole light pole, to which AT&T has attached telecommunication antennas, cables and equipment (the “Lease”). A true copy of the Lease is attached hereto and made a part hereof as **Exhibit “D.”**
- C. The current Lease is set to expire April 30, 2015, and AT&T 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 Lease on the terms and conditions set forth herein. Capitalized terms contained herein shall have the same meaning as assigned in the Lease, 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 AT&T hereby amend the Lease 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 Lease will expire April 30, 2015, unless sooner terminated, modified or extended pursuant to the terms of this Amendment Number One (the “Existing Term”). Pursuant to this Amendment Number One in consideration of the payment of Five Thousand and No/100 Dollars (\$5,000.00) plus any tax that may be due thereon to be paid within sixty (60) days following the final execution of this Amendment Number One, the Lease shall now include three (3) additional renewal options of five (5) years each. Provided AT&T is not in default in the performance of its duties under this Lease at the end of the then current term, each such additional renewal option shall be deemed automatically exercised, unless, at least ninety (90) days prior to the

expiration of the then current term, AT&T gives City written notice of its intent not to so renew the Lease. The first additional renewal term would begin on May 1, 2015, and end on April 30, 2020. The second additional renewal term would begin on May 1, 2020, and end on April 30, 2025. The third renewal term would begin on May 1, 2025, and end on April 30, 2030.

3. Rent. Rent shall continue to increase for the remainder of the Existing Term as stated in the Lease prior to this Amendment One. During the last year of the Existing Term, annual Rent will be Twenty-nine Thousand Six Hundred Ninety- eight and 98/100 Dollars (\$29,698.98). If the Lease is extended beyond the Existing Term, then on each May 1 for the duration of the Lease, including any extensions thereof resulting from any exercised options described herein, Rent will increase by four percent (4%) over the Rent due in the immediately preceding lease year.

4. Notices. Paragraph 31 of the Lease 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:

Orlando MPL Tower Holdings, LLC
Legal Department
Attention: Network Legal
208 S. Akard Street
Dallas, Texas 75202-4106

With a copy to:

CCATT LLC
Attention: Legal Dept.
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

And as to City:

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

5. Memorandum of Lease. 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 Lease substantially in the form of Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

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

7. Counterparts. This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES OF PARTIES APPEAR ON THE FOLLOWING PAGES)**

CITY OF ORLANDO, FLORIDA, a Florida municipal corporation

By: _____
Print Name: _____
Mayor/ Pro Tem

Attest:

City Clerk

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

_____, 2014.

Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, 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)

ORLANDO MPL TOWER HOLDINGS LLC, a
Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
its Attorney in Fact

By: *Lisa A. Sedgwick*
Name: Lisa A. Sedgwick
Title: RET Manager

Witnesses:

(1) Sign: *[Signature]*
Print Name: Erilka Thomas

(2) Sign: *[Signature]*
Print Name: Evan Scott

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4 day of December, 2014, by Lisa A Sedgwick, the RET Manager of CCATT LLC, as Attorney in Fact of ORLANDO MPL TOWER HOLDINGS LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced a valid _____ driver's license as identification.



Carolyn T Moores
Notary Public:
Commission Expires:
(SEAL)

EXHIBIT D

(Copy of Lease)

ATTACHMENT 1

Prepared by:

Black Dot Wireless
27271 Las Ramblas - Suite 200
Mission Viejo, CA 92691

Return to:

Crown Castle
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: PEP Department

Re: Cell Site #: N122379; Cell Site Name: OR095/LANGFORD PARK (FL)
Fixed Asset Number: 10069436
State: Florida
County: Orange
APN: 29-22-36-0000-00-025

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 201____, by and between the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having a mailing address at 400 S. Orange Avenue, Orlando, FL 32801 (hereinafter referred to as "City") and Orlando MPL Tower Holdings LLC, a Delaware limited liability company, successor by assignment to Orlando SMSA Limited Partnership, successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to new Cingular Wireless Services of Florida, LLC, a Florida limited liability company, successor by merger to AT&T Wireless Services of Florida, Inc., a Florida corporation (hereinafter referred to as "**AT&T**").

1. City and AT&T (or its respective predecessor-in-interest) entered into a certain Lease Agreement on the 5th day of May, 2000, as amended by that certain Amendment Number One to Lease Agreement dated _____, 201____ (hereinafter, collectively referred to as the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at City's real property located in the City of Orlando, County of Orange, commonly known as 1220 East South Street, Orlando, FL 32801. All of the foregoing are set forth in the Lease.
2. The Lease expires April 30, 2015. The parties have entered into Amendment Number One to Lease Agreement to add three (3) additional five (5) year options to renew, in accordance with its terms.
3. The portion of the land being leased to AT&T (the "**Leased Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are

hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

CITY OF ORLANDO, FLORIDA, a Florida municipal corporation

By: _____
Print Name: _____
Mayor/ Pro Tem

Attest:

City Clerk

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

_____, 2014.

Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by _____, and _____, 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)

Orlando MPL Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
its Attorney in Fact

By: *[Signature]*
Name: Lisa A. Sedgwick
Title: RET Manager

Witnesses:
(1) Sign: *[Signature]*
Print Name: Erika Thomas
(2) Sign: *[Signature]*
Print Name: Ever Scott

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4 day of December, 2014, by Lisa A Sedgwick, the RET Manager of CCATT LLC, as Attorney in Fact of Orlando MPL Tower Holdings LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced a valid _____ driver's license as identification.

Carolyn T Moores
Notary Public:
Commission Expires:
(SEAL)



EXHIBIT "1"

Legal description of 32.50' x 65.00' AT&T Lease Area
Based upon a boundary survey dated 4-14-2000
By Grusenmeyer-Scott, Inc.

Beginning 240 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 22 South, Range 29 East, run thence East 137 ½ feet; thence South 154 feet; thence West 138.6 feet; thence North 114 feet; thence East 1.3 feet; thence North 40 feet to POINT OF BEGINNING.

AND

Begin at a point 948.25 feet West and 154 feet South of the Northeast corner of Section 36, Township 22 South, Range 29 East; run thence West 52 feet, South 154 feet; thence East 52 feet; thence North 154 feet to POINT OF BEGINNING.

AND LESS:

Begin at a point 168.9 feet East and 30 feet South of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 22 South, Range 29 East; run thence South 124 feet; thence East 40 feet; thence South 134.29 feet; thence East 118.66 feet; thence North 258.29 feet to a point; Thence West 158.66 feet more or less to the Point of Beginning. According to Public Records of Orange County, Florida.

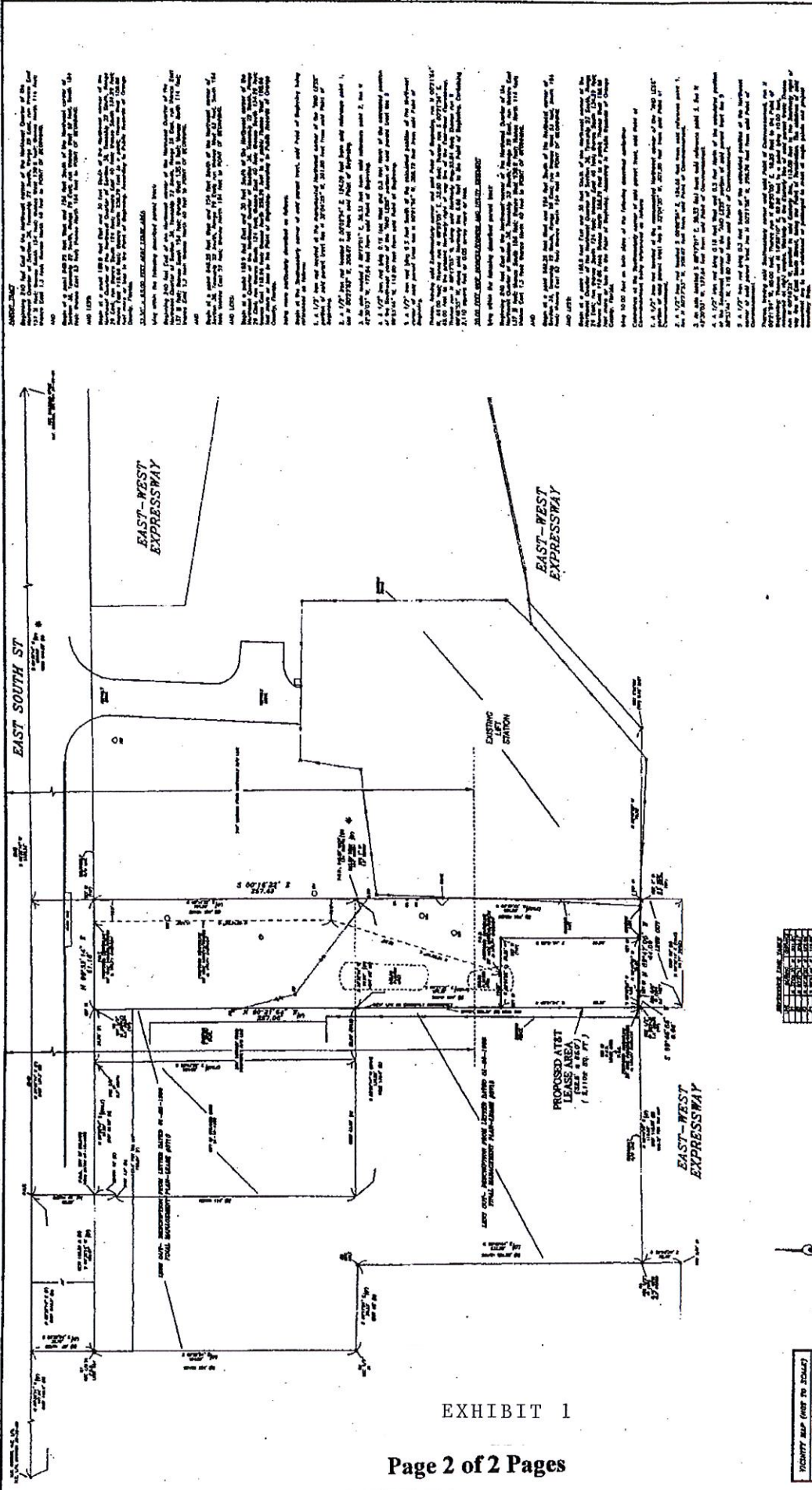
being more particularly described as follows:

Begin at the Southwesterly corner of said parent tract, said Point of Beginning being referenced as follows:

1. A 1/2" iron rod located at the monumented Northwest corner of the "AND LESS" portion of said parent tract lies N 32°04'35" W, 301.85 feet from said Point of Beginning.
2. A 1/2" iron rod located S 00°02'54" E, 124.09 feet from said reference point 1, lies N 50°27'53" W, 206.87 feet from said Point of Beginning.
3. An axle located S 89°17'01" E, 39.33 feet from said reference point 2, lies N 42°30'03" W, 177.94 feet from said Point of Beginning.
4. A 1/2" iron rod lying 0.15 feet West and 0.3 feet North of the calculated position of the Southwest corner of the "AND LESS" portion of said parent tract lies S 88°53'44" W, 118.80 feet from said Point of Beginning.
5. A 1/2" iron rod lying 0.3 feet South of the calculated position of the Northwest corner of said parent tract lies N 00°21'56" W, 256.76 feet from said Point of Beginning.

Thence, leaving said Southwesterly corner and said Point of Beginning, run N 00°21'54" W, 65.00 feet; Thence run N 89°55'05" E, 32.50 feet; Thence run S 00°21'54" E, 65.00 feet to the present Northerly right of way line of the East-West Expressway, Thence run N 89°47'05" W, along said Northerly line 25.84 feet; Thence run S 88°45'55" W, along said Northerly line 6.66 feet to the Point of Beginning. Containing 2,110 square feet or 0.05 acres more or less.

EXHIBIT 1



BOUNDARY SURVEY OF PARKING AND LEASE AREA
 CONDUCTED BY: SCOTT & ASSOC., INC. - LAND SURVEYORS

SCOTT & ASSOC., INC.
 1000 N. W. 10th Ave., Suite 100
 Ft. Lauderdale, Florida 33304
 Telephone: (305) 561-1000
 Fax: (305) 561-1001

DATE: 11/15/88
 BY: [Signature]
 TITLE: LAND SURVEYOR

CRUZEINMEYER - SCOTT & ASSOC., INC. - LAND SURVEYORS

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 119, F.S., AND THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL SURVEYORS, FLORIDA, AND THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS, FLORIDA.

THE SURVEY WAS CONDUCTED ON THE DATE(S) INDICATED ON THE ATTACHED FIELD NOTES AND WAS BASED ON THE DATA FURNISHED TO THE SURVEYOR BY THE CLIENT AND THE SURVEYOR'S OWN FIELD NOTES AND MEASUREMENTS.

THE SURVEYOR HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE DATA FURNISHED TO THE SURVEYOR AND THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS, FLORIDA.

REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/88	INITIAL SURVEY
2	11/15/88	REVISIONS TO PLANS AND SPECIFICATIONS
3	11/15/88	FINAL SURVEY

PROPOSED NET LEASE (SEE PLAN) (EITHER OR)

THIS AREA IS BEING SURVEYED FOR THE PURPOSE OF A PROPOSED NET LEASE. THE LEASE AREA IS SHOWN ON THE ATTACHED PLANS AND SPECIFICATIONS. THE LEASE AREA IS TO BE USED FOR THE PURPOSES SET FORTH IN THE LEASE AGREEMENT. THE LEASE AGREEMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF PROFESSIONAL SURVEYORS, FLORIDA.

GRAPHIC SCALE

1" = 200' 0"

VICINITY MAP (REF TO SHEET)

LANGFORD PARK OR 95