

Cell Site: Fort White
Fixed Asset No. 10091912
Market: North Florida
Address: SW Section 1, Fort White, FL 32038

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") dated as of the later date below is by and between Glenn Farms, Inc., having a mailing address at PO Box 66, Fort White, FL 32038 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated July 20, 1998 and a First Amendment to Lease Agreement dated November 28, 2005, whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the real property located at SW Section 1, Fort White, FL 32038 (collectively the "Lease"); and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the rent payable under the Lease; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The Term of the Lease shall be amended to provide that the Lease has a new initial term of sixty (60) months ("New Initial Term"), commencing on July 1, 2012. As of such New Term Commencement Date, all remaining extension terms in the Lease except as set forth herein shall be void and of no further force and consequence. The Term will be automatically renewed for up to five (5) additional sixty (60) month terms (each an "Extension Term") upon the same terms and conditions of the Lease, as amended herein, without further action by Lessee, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Lessor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Lease as permitted prior to the New Initial Term.

2. **Modification of Rent.** Commencing on July 1, 2012, the rent payable under the Lease shall be [REDACTED] annually, payable annually in advance on or before July 1 each year, and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Increase.** The Lease is amended to provide that commencing on July 1, 2017, rent shall increase by [REDACTED] and at the beginning of each Extension Term, as applicable.

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4. **Expansion of the Premises.** Lessor grants, to the extent practicable and on a space available basis, the Lessee the right to enlarge the Leased Premises or the Lessor shall make space available on the property for Lessee so that Lessee or its authorized sub lessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto, or for any other reasons, as determined by Lessee in its sole discretion. Should Lessee exercise the right to expand the Leased Premises, Lessee will pay and Lessor will accept as additional rent under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Leased Premises. Upon notice to Lessor, a description and/or depiction of the modified Leased Premises ground will become part of the Lease without any additional action on the part of Lessee and Lessor; however, at the request of Lessee, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Lessor's real property, which either party may record at its option.

5. **Removal/Restoration.** In addition to the terms set forth in the Lease, Lessor agrees that the Communications Facility and any related equipment brought to the Leased Premises by Lessee, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Lessee's personal property or the personal property of its subtenant(s), as the case may be. Lessor waives any and all rights it may have, including any rights it may have in its capacity as Lessor under the Lease to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Lessee, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Lease, without notice to Lessor and without Lessor's consent. Notwithstanding any terms to contrary, Lessee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Lessee be required to remove from the Leased Premises or the real property any foundations or underground utilities. Lessee, may, in its sole discretion, transfer any improvements or alterations to the Leased Premises to Lessor at any time during the Term of the Lease without notice to the Lessor and without the Lessor's consent.

6. **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 Second Amendment to Lease Agreement substantially in the form of the Attachment I. Either party may record this memorandum at any time, in its absolute discretion.

7. **Acknowledgement.** Lessor acknowledges that: 1) this Second Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Second Amendment and the underlying Lease and, prior to execution of this Second Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Second Amendment and to have counsel review the terms and conditions of this Second Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Second Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

Cell Site: Fort White
Fixed Asset No. 10091912
Market: North Florida
Address: SW Section 1, Fort White, FL 32038

8. **Notices.** Section 2 of the First Amendment to Lease 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 Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site: Fort White (FL)
Fixed Asset No: 10091912
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site: Fort White (FL)
Fixed Asset No.: 10091912
1025 Lenox Park Boulevard
Suite 5D23
Atlanta, GA 30319-5309

And as to Lessor:

Glenn Farms, Inc.
PO Box 66
Fort White, FL 32038

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

9. **Sale of Property / Rental Stream Offer.**

(a) **Sale of Property.** If Lessor, at any time during the Term of this Lease, decides to sell, subdivide or rezone any of the Leased Premises (or any interest therein), all or any part of the real property or surrounding property (or any interest therein), to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such sale, subdivision or rezoning shall be subject to this Lease and Lessee's rights hereunder.

Cell Site: Fort White
Fixed Asset No. 10091912
Market: North Florida
Address: SW Section 1, Fort White, FL 32038

(b) **Rental Stream Offer.** If at any time after the date of this Second Amendment, Lessor receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Lease ("Rental Stream Offer"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within thirty (30) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right of first refusal or fails to provide written notice to Lessor within the thirty (30) day period, Lessor may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Lease. If Lessor attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Lessee shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease until Lessor complies with this Section.

(c) If Lessor attempts to transfer ownership to a third party in accordance with (a) or (b) without fully complying with the terms and conditions of (a) and (b) hereinabove, such a transfer shall be void and of no further force or effect. Lessor agrees to indemnify Lessee for any and all claims associated with such a purported transfer.

10. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to annual rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Lease.

11. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.

12. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

Cell Site: Fort White
Fixed Asset No. 10091912
Market: North Florida
Address: SW Section 1, Fort White, FL 32038

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the date and year below.

LESSOR:

Glenn Farms, Inc.

LESSEE:

New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: Judy Glenn
Name: Judy Glenn
Title: President
Date: May 10, 2012
Glenn Farms, Inc

By: John M. Collins
Name: John M. Collins
Title: Area Real Estate Manager
Date: 5/23/2012

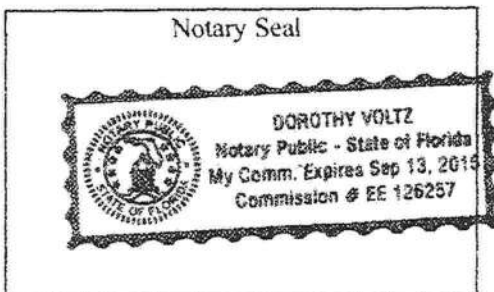
Cell Site: Fort White
Fixed Asset No. 10091912
Market: North Florida
Address: SW Section 1, Fort White, FL 32038

LESSOR ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Columbia) SS.

I certify that I know or have satisfactory evidence that Judy Glenn is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of Glenn Farms Inc, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-10-12



Dorothy Voltz
(Signature of Notary) Dorothy Voltz
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

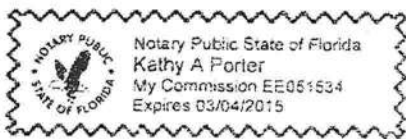
LESSEE ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Seminole) SS.

I certify that I know or have satisfactory evidence that
John M. Collins is the person who appeared before me, and said person
acknowledged that he signed this instrument, on oath stated that he was authorized to execute the
instrument and acknowledged it as the Area Real Estate Manager of New Cingular
Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in
the instrument.

DATED: 6/23/2012

Notary Seal



Kathy A Porter
(Signature of Notary) Kathy Porter

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of FLORIDA
My appointment expires: 3-4-15

Cell Site: Fort White
Fixed Asset No. 10091912
Market: North Florida
Address: SW Section 1, Fort White, FL 32038

ATTACHMENT 1

Prepared by:

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

Return to:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004
Attn: Network Real Estate Administration

Re: Cell Site: Fort White (FL)
Fixed Asset Number: 10091912
State: Florida
County: Columbia

MEMORANDUM
OF
SECOND AMENDMENT TO LEASE AGREEMENT

This Memorandum of Second Amendment to Lease Agreement is entered into on this _____ day of _____, 2012, by and between Glenn Farms, Inc., having a mailing address at PO Box 66, Fort White, FL 32038 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a certain Lease Agreement on the 20th day of July, 1998, as amended by that certain First Amendment to Lease Agreement dated November 28, 2005, as amended by that certain Second Amendment to Lease Agreement dated _____ (hereinafter, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Fort White, County of Columbia, commonly known as SW Section 1, Fort White, FL 32038. All of the foregoing are set forth in the Lease.
2. The Lease commenced and has been in effect since January 1, 1999 and the parties agree to continue the Lease with a new initial lease term of five (5) years ("**Initial Term**") commencing on July 1, 2012, with five (5) successive automatic five (5) year Extension Terms, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the then current Extension Term.

Cell Site: Fort White
Fixed Asset No. 10091912
Market: North Florida
Address: SW Section 1, Fort White, FL 32038

3. The portion of the land being leased to Lessee (the "**Leased Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Second Amendment to Lease Agreement 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 Second Amendment to Lease Agreement 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 Second Amendment to Lease Agreement as of the day and year first above written.

LESSOR:
Glenn Farms, Inc.

LESSEE:
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

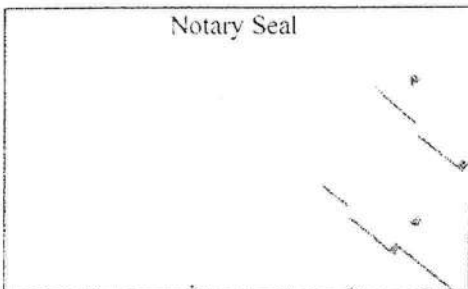
Cell Site: Fort White
Fixed Asset No. 10091912
Market: North Florida
Address: SW Section 1, Fort White, FL 32038

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

CROWN CASTLE USA INC.
ASSISTANT SECRETARY'S CERTIFICATE

I, Lynn Howell, do hereby certify that I am the Assistant Secretary of **CROWN CASTLE USA INC.**, a Pennsylvania corporation (the "Company") and further CERTIFY that:

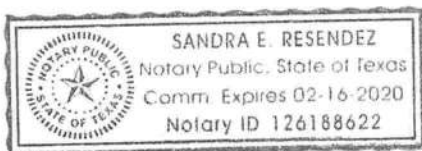
1. Kevin DePatie is a Project Manager – Florida District for the South Area of the Company and continues to hold such office as of the date below; and
2. Pursuant to the Commitment Authority Policy of the Company dated October 11, 2017, a Project Manager – Florida District for the South Area of the Company is authorized to perform those acts necessary and appropriate to prepare, sign, submit, file and present on behalf of the Company, such building, permitting, zoning, and land use applications with the appropriate local, state or federal agencies necessary to obtain zoning permits, construction permits, operation permits, land use changes, administrative permits, conditional use permits, zoning variances, special exceptions, building permits and other permits and approvals that relate to Company's operations in his Area of the Company having an aggregate expenditure limit of up to \$20,000.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of August, 2018.

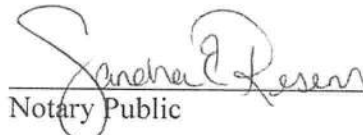

Lynn Howell, Assistant Secretary

STATE OF TEXAS
COUNTY OF HARRIS

This certificate was subscribed and sworn before me on the 1st day of August, 2018, by Lynn Howell, Assistant Secretary of CROWN CASTLE USA INC.



My Commission Expires: 2-16-2020


Notary Public

