

SECOND AMENDMENT TO
LEASE AGREEMENT
(BU 823435)

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made effective this ____ day of _____, 2018, by and between CITY OF MARGATE, a Florida municipal corporation ("Landlord"), and T-MOBILE USA TOWER, LLC, a Delaware limited liability company ("Tenant"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact.

WHEREAS, Landlord and Omnipoint Holdings, Inc., a Delaware corporation ("Omnipoint"), entered into a Lease Agreement dated January 27, 2003 (as amended and assigned, the "Agreement") whereby Landlord leased to Omnipoint a portion of land being described as a 1,500 square feet portion of that property (said leased portion being the "Premises") located at 5650 NW 29th Street (Tax Parcel # 4842-19-01-0232), Margate, Broward County, State of Florida, and being further described in Book 7377, Page 415 in the Broward County Recorder's Office ("Recorder's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Landlord and T-Mobile South LLC, a Delaware limited liability company ("T-Mobile South"), entered into that First Amendment to Lease Agreement dated March 11, 2011 ("First Amendment"); and

WHEREAS, Tenant is successor in interest in the Agreement to T-Mobile South; and

WHEREAS, the term of the Agreement commenced on September 4, 2003, and has an original term, including all Extension Terms (as defined in the Agreement), that will expire on September 30, 2033 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional Extension Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant 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 Second Amendment are incorporated herein by this reference.
2. Section 3(b) of the Agreement is amended by replacing "five (5)" with "eleven (11)", thereby adding six (6) additional five (5)-year Extension Terms to the Agreement beyond the Original Term, and extending its total term to September 30, 2063, unless sooner terminated as provided in the Agreement.
3. Section 6(d) of the Agreement is amended by replacing "twelve (12)" with "thirty-six (36)".

4. Section 17 of the Agreement, as amended by the First Amendment, is amended by deleting Tenant's notice addresses and inserting the following:

Tenant: T-Mobile USA Tower LLC
c/o CCTMO LLC
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

With a copy to: T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attn: Leasing Administration

5. The Agreement is amended by adding a new Section 24 to the end thereto:

24. RIGHT OF FIRST REFUSAL. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in this Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to Landlord Fifteen Thousand and 00/100 Dollars (\$15,000.00) within sixty (60) days of full execution of this Second Amendment by both parties.

7. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

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

(b) Except as expressly identified in this Second Amendment, Landlord owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, 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 Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant'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 Premises.

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

(e) Tenant is not currently in default under the Agreement, and to Landlord'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 Tenant under the Agreement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant 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 Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(g) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

8. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second 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 Second Amendment.

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

10. 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 Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, heirs, successors and assigns. This Second 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LANDLORD:

Witnesses:

City of Margate,
a Florida municipal corporation

Print Name: _____

By: _____ (SEAL)

Print Name: Anthony N. Caggiano

Title: Mayor

Print Name: _____

Witnesses:

Print Name: _____

By: _____

Print Name: Samuel A. May

Title: City Manager

Print Name: _____

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

TENANT:

Witnesses:

Print Name: _____

Print Name: _____

T-Mobile USA Tower LLC,
a Delaware limited liability company

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

By: _____(SEAL)

Print Name: _____

Title: _____

Prepared Out of State.

Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Tax Map #: 4842-19-01-0232

MEMORANDUM OF SECOND AMENDMENT TO
LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT (“Memorandum”) is made effective this ____ day of _____, 2018, by and between CITY OF MARGATE, a Florida municipal corporation (“Landlord”), with a mailing address of 6199 NW 10th Street, Margate, Florida 33063, and T-MOBILE USA TOWER, LLC, a Delaware limited liability company (“Tenant”), by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Landlord and Omnipoint Holdings, Inc., a Delaware corporation (“Omnipoint”), entered into a Lease Agreement dated January 27, 2003 (as amended and assigned, the “Agreement”) whereby Landlord leased to Omnipoint a portion of land being described as a 1,500 square feet portion of that property (said leased portion being the “Premises”) located at 5650 NW 29th Street (Tax Parcel #4842-19-01-0232), Margate, Broward County, State of Florida, and being further described in Book 7377, Page 415 in the Broward County Recorder’s Office (“Recorder’s Office”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Landlord and T-Mobile South LLC, a Delaware limited liability company (“T-Mobile South”), entered into that First Amendment to Lease Agreement dated March 11, 2011 (“First Amendment”); and

WHEREAS, Tenant is successor in interest in the Agreement to T-Mobile South; and

WHEREAS, the term of the Agreement commenced on September 4, 2003, and has an original term, including all Extension Terms (as defined in the Agreement), that will expire on September 30, 2033 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional Extension Terms beyond the Original Term, and to make other changes; and

WHEREAS, Landlord and Tenant made and entered into a Second Amendment to Lease Agreement of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Memorandum as notice thereof, as follows:

1. Landlord does hereby lease and grant unto Tenant, its successors and assigns, the Premises for six (6) additional five (5)-year Extension Terms beyond the Original Term, such that the Original Term and all Extension Terms of the Agreement may last for a term of sixty (60) years, expiring on September 30, 2063, unless sooner terminated as provided in the Agreement.

2. The Premises is a portion of that property located at 5650 NW 29th Street (Tax Parcel #4842-19-01-0232), Margate, Broward County, State of Florida, and being further described in Book 7377, Page 415 in the Recorder's Office. A description of said Premises being attached hereto as Exhibit A.

3. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. The details of the right of first refusal granted to Tenant in the Second Amendment are provided in the Second Amendment.

4. This Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Memorandum, the terms and conditions of the Agreement remain in full force and effect. This 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 Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:

Witnesses:

City of Margate,
a Florida municipal corporation

Print Name: _____

By: _____ (SEAL)

Print Name: Anthony N. Caggiano

Title: Mayor

Print Name: _____

Witnesses:

Print Name: _____

By: _____

Print Name: Samuel A. May

Title: City Manager

Print Name: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing Memorandum of Second Amendment to Lease Agreement was signed, sealed, delivered, and acknowledged before me this ____ day of _____, 2018, by _____, _____ (Title), and _____, _____ (Title), of the City of Margate, a Florida municipal corporation, for and on behalf of the city who [] is personally known to me or who [] produced a _____ as identification.

(Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A
[Page 1 of 2]

An approximately 1,500 sq. ft. portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATED LYING AND BEING IN THE COUNTY OF BROWARD STATE OF FLORIDA, TO-WIT:

TRACTS 38, 39, 40, A PORTION OF TRACTS 56, 57, 58, 59, 60, 61, 62, 66, 67, 68, AND 69, BLOCK 90 AND A PORTION OF THE RIGHTS-OF-WAY ADJACENT THERETO, "PALM BEACH FARMS PLAT NO. 3" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 19, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND RUN ON AN ASSUMED BEARING OF S 1° 02' 24"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19 FOR 517.13 FEET; THENCE RUN N.89° 38' 13"E. ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF TRACT 62, BLOCK 90, "PALM BEACH FARMS PLAT NO. 3," ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR 100.90 FEET TO THE SOUTHWEST CORNER OF AFORESAID TRACT 62 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N.89° 38' 13"E. ALONG THE SOUTH LINE OF TRACT 62, 61, 60 AND 59 OF SAID BLOCK 90 RESPECTIVELY, FOR 1447.29 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 43° 00' 23" FOR AN ARC DISTANCE OF 352.78 FEET TO A POINT OF TANGENCY; THENCE RUN S.47° 21' 24"E. FOR 387.80 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 510.00 FEET AND A CENTRAL ANGLE OF 16° 46' 14" FOR AN ARC DISTANCE OF 149.28 FEET TO A POINT OF TANGENCY; THENCE RUN S.64° 07' 38"E. FOR 144.15 FEET; THENCE RUN N.25° 52' 22"E. FOR 160.00 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 447.00 FEET AND A CENTRAL ANGLE OF 48° 49' 22" FOR AN ARC DISTANCE OF 380.90 FEET TO A POINT OF TANGENCY; THENCE RUN N.22° 57' 00"W. FOR 366.23 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 803.00 FEET AND A CENTRAL ANGLE OF 22° 33' 35" FOR AN ARC DISTANCE OF 316.18 FEET TO A POINT OF TANGENCY; THENCE RUN N. 0° 23' 25"W, ALONG A LINE PARALLEL TO AND 38.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF TRACT 57 AND 40, RESPECTIVELY, OF AFORESAID BLOCK 90 FOR 280.06 FEET; THENCE RUN N.89° 38' 13"E. FOR 53.00 FEET; THENCE RUN N.0° 23' 25"W. ALONG THE CENTERLINE OF THAT CERTAIN 30 FOOT RIGHT-OF-WAY LYING BETWEEN TRACTS 40 AND 41, BLOCK 90 AS SHOWN ON AFORESAID PLAT "PALM BEACH FARMS PLAT NO. 3" FOR 450.00 FEET; THENCE RUN S. 89° 38' 13"W. ALONG THE EASTERLY EXTENSION OF AND THE NORTH LINES OF TRACT 40 AND THE NORTH LINES OF TRACTS 39 AND 38, RESPECTIVELY, SAID BLOCK 90 FOR 1005.00 FEET; THENCE RUN S.0° 23' 25"E, ALONG THE WEST LINE OF AFORESAID TRACT 38, AND THE SOUTHERLY EXTENSION THEREOF, OF SAID BLOCK 90 FOR 894.37 FEET TO A POINT, SAID POINT BEARING N. 41° 11' 51"E. FROM THE CENTER POINT OF THE NEXT DESCRIBED CURVE; THENCE RUN SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 971.33 FEET AND A CENTRAL ANGLE OF 1° 26' 45" FOR AN ARC DISTANCE OF 24.51 FEET TO A POINT OF TANGENCY; THENCE RUN S.47° 21' 24"E. FOR 764.67 FEET, SAID COURSE BEING TANGENT TO THE NEXT DESCRIBED CURVE; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET AND A CENTRAL ANGLE OF 43° 00' 23" FOR AN ARC DISTANCE OF 397.82 FEET TO A POINT OF TANGENCY; THENCE RUN S.89° 38' 13"W. ALONG A LINE PARALLEL TO AND 60.00 FEET NORTH OF AS MEASURED AT RIGHT

(continued on following page)

EXHIBIT A [Page 2 of 2]

ANGLES TO THE SOUTH LINE OF AFORESAID TRACTS 59, 60 AND 61, RESPECTIVELY, FOR 804.42 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1135.44 FEET AND A CENTRAL ANGLE OF 10° 46' 12" FOR AN ARC DISTANCE OF 213.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1135.44 FEET AND A CENTRAL ANGLE OF 10° 46' 12" FOR AN ARC DISTANCE OF 213.43 FEET TO A POINT OF TANGENCY; THENCE RUN S. 89° 38' 13"W. ALONG A LINE PARALLEL TO AND 100 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE AFORE DESCRIBED SOUTH LINE OF TRACT 62 FOR 175.88 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89° 19' 23" FOR AN ARC DISTANCE OF 38.97 FEET TO A POINT; THENCE RUN S. 89° 38' 13"W. FOR 19.53 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF AFORESAID TRACT 62; THENCE RUN S. 1° 14' 06"E. ALONG THE SAID WEST LINE OF TRACT 62 FOR 124.72 TO THE POINT OF BEGINNING.

TAX ID NO: 4842-19-01-0232
ADDRESS: 5650 NW 29 St, Margate, FL 33063

As generally shown on the following:

