

SECOND AMENDMENT TO LAND LEASE AGREEMENT
(BU 814424)

THIS SECOND AMENDMENT TO LAND LEASE AGREEMENT ("Second Amendment") is made effective this ____ day of _____, 2017, by and between CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation ("Landlord"), and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord and GTE Mobilnet of Tampa Incorporated, a Delaware corporation ("GTE Mobilnet"), entered into a Land Lease Agreement dated July 26, 1995 (as amended and assigned, the "Lease"), whereby Landlord leased to GTE Mobilnet a portion of land being described as a 5,525 square feet portion of that property (said leased portion being the "Leased Premises") located at 3200 State Road 580 (Tax Parcel # 21-28-16-00000-310-0000), Safety Harbor, Pinellas County, State of Florida, and being further described in Book 3577, Page 732 in the Clerk of Court for the Circuit Court of Pinellas County ("Clerk's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease. Notice of the Lease is provided by, and the Leased Premises is described in that certain Memorandum of Lease recorded on August 10, 1995, in Book 9074, Page 842 in the Clerk's Office; and

WHEREAS, Tenant is successor in interest in the Lease to GTE Mobilnet; and

WHEREAS, Landlord and Tenant entered into that First Amendment to Land Lease Agreement dated December 28, 2007 ("First Amendment"), a memorandum of which is recorded in Book 16193, Page 399 in the Clerk's Office; and

WHEREAS, the term of the Lease commenced on August 1, 1995, and has an original term, including all Additional Terms (as defined in the Lease), that will expire on July 31, 2025 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Lease to provide for Additional 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 Lease as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease. The recitals in this Second Amendment are incorporated herein by this reference.

2. Section 4 of the Lease is amended by replacing "5%" with "8%", such that the annual rent shall not increase by an amount in excess of eight percent (8%) of the annual rent for the immediately preceding year.

3. Section 7 of the Lease, as amended by Section 3 of the First Amendment, is hereby deleted in its entirety and replaced with the following:

7. Extensions: This Lease shall automatically be extended, without need of any further documentation, for eight (8) additional five (5) year terms (the "Additional Terms") unless Lessee provides Lessor with notice of its intention not to renew no

less than ninety (90) days prior to the expiration of the primary term or the then current Additional Term. If not sooner terminated, this Lease shall expire on July 31, 2040. In addition to any other termination rights provided for in this Lease, Landlord shall have the right to terminate this Lease for any reason during the final Additional Term by providing Tenant with written notice during the final Additional Term that is no less than two (2) years prior to the date on which Landlord seeks to terminate this Lease.

4. Section 8 of the Lease is amended by replacing “one and one-half (1 ½)” with “two (2)”, such that Tenant shall pay two (2) times the amount of the then current monthly rent installments if Tenant should remain in possession after the expiration of the Lease.

5. Section 9 of the Lease is amended by deleting Tenant’s notice address and inserting the following:

TENANT:
Crown Castle GT Company LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

6. Section 12(a) of the Lease is amended by replacing “fifteen (15)” with “ten (10) business days”, such that Tenant shall not be in default under the Lease for a failure to pay rent or other sums due unless such sums are not paid within ten (10) business days from the date on which Tenant receives notice from Landlord of Tenant’s failure to pay.

7. Section 11 of the Lease is amended to add the following paragraph to the end thereto:

If at any time during the Lease: (a) Tenant exercises any of Tenant’s rights to terminate this Lease, or (b) Tenant elects not to renew this Lease, Tenant shall pay a termination fee (“Termination Fee”) equal to six (6) monthly installments of the then applicable rent amount under this Lease, as amended. The Termination Fee will be due and payable within sixty (60) days of the date this Lease is terminated. Notwithstanding the foregoing, shall not be required to pay the Termination fee if Tenant terminates this Lease due to a Landlord default. Upon such termination neither party will owe any further obligations to the other except as to payment of the Termination Fee and as to those provisions that survive as provided in the paragraph immediately above this paragraph.

8. Section 19 of the Lease is amended to add the following new paragraph thereto:

In addition to the rent currently paid by Tenant to Landlord pursuant to the Lease, as further consideration for the right to exclusively use and lease the Leased Premises, if, after full execution of the Second Amendment to this Lease,

Tenant subleases, licenses or grants a similar right of use or occupancy in the Leased Premises to an unaffiliated third party not already a subtenant on the Leased Premises prior to such Second Amendment (each a "Future Subtenant"), Tenant agrees to pay to Landlord twenty-five percent (25%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under this Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Leased Premises prior to execution of the Second Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

9. 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 Lease as amended hereby.

(b) Except as expressly identified in this Second Amendment, Landlord owns the Leased Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Leased 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 Lease 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 Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Leased Premises.

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

(e) Tenant is not currently in default under the Lease, 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 Lease.

(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 Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Lease as amended hereby.

10. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Leased 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.

11. 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 Leased 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.

12. In all other respects, the remainder of the Lease, as amended by the First Amendment, shall remain in full force and effect. Any portion of the Lease, as amended by the First Amendment, 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:

City of Clearwater, Florida,
a Florida municipal corporation

George N. Cretekos
Mayor

William B. Horne, II
Manager

Approved as to form:

Attest:

Camilo A. Soto
Assistant City Attorney

Rosemarie Call
City Clerk

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.

Witnesses:

TENANT:

Crown Castle GT Company LLC,
a Delaware limited liability company

Print name: _____

By: _____(SEAL)

Print Name: _____

Print Name: _____
Title: _____

Prepared out of State by:
Parker Poe Adams & Bernstein LLP
PO Box 389
Raleigh, NC 27602

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

Cross Index with Book 9074, Page 842
Book 16193, Page 399

Tax Parcel: 21-28-16-00000-310-0000

MEMORANDUM OF SECOND AMENDMENT TO LAND LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO LAND LEASE AGREEMENT ("Amended Memorandum") is made effective this _____ day of _____, 2016, by and between CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation ("Landlord"), with a mailing address of P.O. Box 4748, Clearwater, Florida 33758, and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company ("Tenant"), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Landlord and GTE Mobilnet of Tampa Incorporated, a Delaware corporation ("GTE Mobilnet"), entered into a Land Lease Agreement dated July 26, 1995 (as amended and assigned, the "Lease"), whereby Landlord leased to GTE Mobilnet a portion of land being described as a 5,525 square feet portion of that property (said leased portion being the "Leased Premises") located at 3200 State Road 580 (Tax Parcel # 21-28-16-00000-310-0000), Safety Harbor, Pinellas County, State of Florida, and being further described in Book 3577, Page 732 in the Clerk of Court for the Circuit Court of Pinellas County ("Clerk's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease. Notice of the Lease is provided by, and the Leased Premises is described in that

certain Memorandum of Lease recorded on August 10, 1995, in Book 9074, Page 842 in the Clerk's Office; and

WHEREAS, Tenant is successor in interest in the Lease to GTE Mobilnet; and

WHEREAS, Landlord and Tenant entered into that First Amendment to Land Lease Agreement dated December 28, 2007 ("First Amendment"), a memorandum of which is recorded in Book 16193, Page 399 in the Clerk's Office; and

WHEREAS, the term of the Lease commenced on August 1, 1995, and has an original term, including all Additional Terms (as defined in the Lease), that will expire on July 31, 2025 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Lease to provide for Additional Terms beyond the Original Term, and to make other changes; and

WHEREAS, Landlord and Tenant made and entered into a Second Amendment to Land 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 Lease, and provide this Amended Memorandum as notice thereof, as follows:

1. Landlord does hereby lease and grant unto Tenant, its successors and assigns, the Leased Premises for three (3) additional five (5)-year Additional Terms beyond the Original Term, such that the Original Term and all Additional Terms of the Lease may last for a term of forty-five (45) years, expiring on July 31, 2040, unless sooner terminated as provided in the Lease.

2. The description of the Leased Premises is as provided in that Memorandum of First Amendment to Land Lease Agreement recorded in the Clerk's Office in Book 16193, Page 399, a copy of which is attached hereto as Exhibit A.

3. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Lease 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 Amended Memorandum, the terms and conditions of the Lease remain in full force and effect. This Amended 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 Lease and its amendments are located at the office of the Tenant.

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

TENANT:

Signed, sealed and delivered
in the presence of:

Crown Castle GT Company LLC,
a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Title _____

Print Name: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing Memorandum of Second Amendment to Land Lease Agreement was signed, sealed, delivered, and acknowledged before me this _____ day of _____, 2016, by _____, as _____ of the Crown Castle GT Company LLC, a Delaware limited liability company, for and on behalf of the company, who [] is personally known to me or who [] produced a _____ as identification.

(Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A

Description of the Leased Premises

A parcel of land lying in the Southeast 1/4 of Section 21, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of Section 21, Township 28 South, Range 16 East, Pinellas County, Florida; thence on the West boundary thereof, South 00° 09' 52" East, a distance of 866.66 feet; thence departing said West boundary, North 70° 24' 12" East, a distance of 78.95 feet; thence South 64° 19' 44" East, a distance of 63.51 feet, to the POINT OF BEGINNING; thence South 89° 19' 44" East, a distance of 50.00 feet; thence South 00° 40' 16" West, a distance of 65.00 feet; thence North 89° 19' 44" West, a distance of 85.00 feet; thence North 00° 40' 16" East, a distance of 65.00 feet; thence South 89° 19' 44" East, a distance of 35.00 feet, to the POINT OF BEGINNING;

The above described parcel contains 5525.00 square feet, more or less.

TOGETHER WITH the following described Access Easement:

A parcel of land lying in the Southeast 1/4 and the Southwest 1/4 of Section 21, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 28 South, Range 16 East, Pinellas County, Florida; thence on the West boundary thereof, South 00° 09' 52" East, a distance of 866.66 feet, to the POINT OF BEGINNING; thence departing said West boundary, North 70° 24' 12" East, a distance of 78.95 feet; thence South 64° 19' 44" East, a distance of 63.51 feet; thence North 89° 19' 44" West, a distance of 35.00 feet; thence South 00° 40' 16" West, a distance of 11.26 feet; thence North 64° 19' 44" West, a distance of 26.13 feet; thence South 70° 24' 12" West, a distance of 121.79 feet; thence South 43° 43' 53" West, a distance of 27.46 feet; thence South 01° 16' 07" East, a distance of 369.08 feet; thence South 01° 09' 54" West, a distance of 168.18 feet; thence South 00° 09' 05" East, a distance of 1129.96 feet to the intersection with the Northerly right of way line of State Road No. 580; thence on said right of way line, South 89° 47' 59" West, a distance of 25.00 feet; thence departing said right of way line, North 00° 09' 05" West, a distance of 1130.27 feet; thence North 01° 09' 54" East, a distance of 167.93 feet; thence North 01° 16' 07" West, a distance of 378.90 feet; thence North 43° 43' 53" East, a distance of 43.74 feet; thence North 70° 24' 12" East, a distance of 59.19 feet, to the POINT OF BEGINNING;

The above-described parcel contains 1.08 acres, more or less.