

Cell Site No.: DX6057
Cell Site Name: Scripture/Thomas
Fixed Asset No.: 10025474
Market: N. TX
Address: 500 Thomas Street

THIRD AMENDMENT TO TOWER/GROUND LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER/GROUND LEASE AGREEMENT ("**Third Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Denton, Texas, a Texas municipal corporation, having a mailing address of 901 C Texas Street, Denton, TX 76209 (hereinafter referred to as "**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor and Lessee entered into a Tower/Ground Lease Agreement dated June 18, 2002, as amended by an Amendment No. 1 to Tower/Ground Lease Agreement dated January 6, 2009, as amended by Second Amendment to Tower/Ground Lease Agreement dated July 17, 2014 (hereinafter, collectively, the "**Agreement**"), whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the property ("**Property**") located at 500 Thomas Street, Denton, TX; and

WHEREAS, the term of the Agreement will expire on November 30, 2017, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

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

WHEREAS, Lessor and Lessee desire to amend the Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

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

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 that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on

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December 1, 2017 ("**New Term Commencement Date**"). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Rent.** Commencing on December 1, 2017, the current rent payable under the Agreement shall be Two Thousand One Hundred Forty-One and 68/100 Dollars (\$2,141.68) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 4(a)(3) of the Agreement shall be amended to provide that Rent shall be adjusted as follows: in year two (2) of the New Initial Term and each year thereafter, including throughout any Additional Extension Term exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

3. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **Charges.** All charges payable under the Agreement 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 monthly Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

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

6. **Notices.** Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

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

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates set forth below.

LESSOR:
City of Denton, Texas,
a Texas municipal corporation

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: Leigh Ann Dodson

Print Name: Howard Martin

Print Name: Leigh Ann Dodson

Title: Interim City Manager

Title: Area Manager - RE&C
NTX Network Ops

Date: _____

Date: 9/19/10

ATTEST:

By: _____

Print Name: _____

Title: _____

APPROVED AS TO LEGAL FORM:

By: Lawrence C. Collister

Print Name: Lawrence C. Collister

Title: Deputy City Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

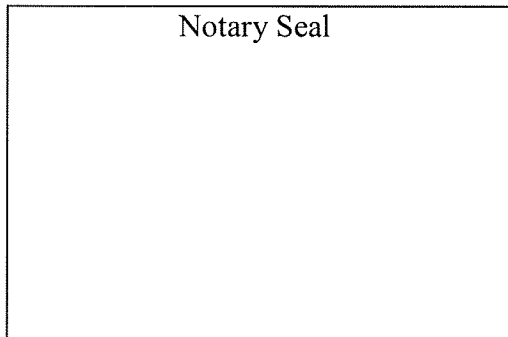
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LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Howard Martin** 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 **Interim City Manager** of the **City of Denton, Texas**, a Texas municipal corporation, 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: _____

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LESSEE ACKNOWLEDGEMENT

STATE OF Texas)
) SS.
COUNTY OF Dallas)

I certify that I know or have satisfactory evidence that Leigh Ann Dodson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Manager of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9/19/16.

Notary Seal



Kathleen Meza
(Signature of Notary)
Kathleen Meza
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Texas
My appointment expires: 2-21-18