

FIRST AMENDMENT TO AGREEMENT
(BU 881102)

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made effective this ____ day of _____, 20__, by and between MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate and agency of the State of Maryland (“M-NCPPC”), and STC THREE LLC, a Delaware limited liability company (“Tenant”), successor in interest to APC Realty and Equipment Company, LLC, a Delaware limited liability company (“APC Realty”), by Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, M-NCPPC and APC Realty entered into an Agreement dated January 4, 2002 (as amended and assigned, the “Agreement”), whereby M-NCPPC leased to APC Realty a portion of property (said leased portion being the “Premises”) located at 8001 Sheriff Road (Tax Account # 13-3024015), Landover, Prince George’s County, State of Maryland, and being further described in Book 10131, Page 639 in the Clerk’s Office for the Circuit Court of Prince George’s County (“Clerk’s Office”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being; and

WHEREAS, the term of the Agreement commenced on February 1, 2002, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on January 31, 2022 (“Original Term”), and M-NCPPC and Tenant now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, M-NCPPC 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 First Amendment are incorporated herein by this reference. “APC” shall be replaced throughout the Agreement with “Tenant”.

2. Section 2 (Use) of the Agreement is amended by adding the following terms and conditions:

(e) Any modification of Communications Equipment by Tenant will be subject to approval by M-NCPPC in accordance with this Agreement, M-NCPPC’s approval not to be unreasonably delayed or withheld. Permitted use does not include any future modifications without prior approval. In no event shall Tenant exceed the limitations of use as set forth in this Agreement.

(f) In no event will M-NCPPC be prohibited from installing or allowing others to install equipment in areas beside, below, or near the Tenant’s Communications Equipment. Tenant acknowledges that this Agreement does not grant Tenant any exclusive rights to use any ground space outside of the space used for Tenant’s Communications Equipment in that location shown as the “Sprint PCS

10'-0' x 20'-0' Pad" on the site plan attached hereto as Exhibit A and incorporated herein by reference.

(g) Tenant and its subtenants or licensees shall operate in accordance with FCC regulations including but not limited to Tenant and its subtenants or licensees operating under the respective licensed frequencies for each carrier.

3. Section 3 of the Agreement (Term and Commencement Date) is amended by replacing "two additional" with "five (5) additional", thereby adding three (3) additional five (5)-year Renewal Terms to the Agreement beyond the Original Term, and extending its total term to January 31, 2037, unless sooner terminated as provided in the Agreement.

4. As additional consideration for amending the Agreement in accordance with this First Amendment, on the first day of the second full month following full execution of this First Amendment, the monthly rent shall increase to Two Thousand Seven Hundred Dollars (\$2,700.00) per month. Following such increase, the monthly rent shall continue to adjust pursuant to the terms of the Agreement, as amended herein.

5. Commencing on February 1, 2022, and every year thereafter (each an "Adjustment Date"), the monthly rent shall increase by an amount equal to three percent (3%) of the monthly rent in effect for the month immediately preceding the Adjustment Date.

6. Section 9 of the Agreement (Interference) is deleted in its entirety and replaced with the following:

9. Interference.

(a) Tenant warrants that the Communications Equipment shall not cause material interference to the use or enjoyment of the Property by the M-NCPPC's or other third parties' equipment located at the Property as of the date of this Agreement or neighboring landowners, including, but not necessarily limited to interference with radio communications facilities. Material interference for Federal Communications Commission ("FCC")-licensed equipment is interference in excess of levels permitted by the FCC. Material interference for other equipment is measurable in accordance with the industry standards to any equipment existing at the time of such interference. If such interference causes a public safety risk (i.e., interference with police and medical emergency frequencies): (i) M-NCPPC shall notify Tenant of such interference by calling the landowner help desk at 1-866-482-8890; (ii) Tenant shall cause the party who is causing said interference to reduce power or cease operations in order to correct and eliminate such interference within twenty-four (24) hours after Tenant's receipt of such notice and (iii) the responsible entity shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary to eliminate such interference.

(b) M-NCPPC shall not allow any third party use of the Property to cause interference with Tenant's use hereof, unless such use is for public safety reasons. In the event of such interference, M-NCPPC will take all necessary action in a timely manner to ensure the party causing the interference takes appropriate action to correct and eliminate the interference.

(c) The parties acknowledge that there is not an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

7. The last sentence of Section 11(d) of the Agreement is deleted in its entirety and replaced with the following:

During the term of this Agreement, the Lightpole shall be jointly owned by M-NCPPC and Tenant. Upon expiration or earlier termination of this Agreement or upon relocation of Tenant's Communications Equipment pursuant to Section 27 of this Agreement, ownership of the Lightpole shall revert to M-NCPPC and Tenant shall be relieved of all future liabilities or obligations regarding the Lightpole. Upon expiration or earlier termination of this Agreement, M-NCPPC shall be entitled to retain all revenue derived from the Lightpole and use of the ground space.

8. Section 17 of the Agreement (Termination) is amended by adding the following terms and conditions:

(d) Holdover Fee.

(i) If the Tenant fails to leave the Premises at the end of the Term or upon termination of this Agreement, Tenant will, at M-NCPPC's election, be deemed to be holding over. During any holdover period, Tenant shall be subject to all provisions of this Agreement, except that the monthly rent will be one hundred twenty-five percent (125%) of the last monthly rent before the expiration or termination of this Agreement for the first 12 months after the expiration or earlier termination date.

(ii) If Tenant fails to leave the Premises for more than 12 months after termination date, the monthly rent will increase by an additional twenty-five percent (25%) every 12 months thereafter.

9. Section 20 of the Agreement is amended by deleting Tenant's notice addresses and inserting the following:

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

10. A new Section 27 is added to the end of the Agreement stating the following:

27. Relocation:

- (a) M-NCPPC may require relocation of the Communications Equipment of Tenant to another location on the Property, but not including the Lightpole, for a public safety reason. M-NCPPC will exercise its relocation right under this subsection, by (and only by) delivering written notice (the "Notice") to Tenant. In the Notice, M-NCPPC will propose an alternate site on the Property to which Tenant may relocate its Communications Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate M-NCPPC's proposed relocation site, including, but not limited to, conducting tests to determine the technological feasibility of the proposed relocation site. If Tenant fails to approve the proposed relocation site in writing within said sixty (60)-day period, Tenant will be deemed to have not approved such proposed relocation site. If Tenant does not approve such relocation site, M-NCPPC may then propose another relocation site by Notice to Tenant in the manner set forth above. Any relocation site which M-NCPPC and Tenant agree upon in writing is referred to hereinafter as the "Relocation Site". If M-NCPPC and Tenant agree to the proposed alternate site set forth in the Notice, both parties will enter into a written agreement between the parties concerning the location and dimensions of the Relocation Site, as well as the ownership of the antenna support structure for the Communications Equipment. If Tenant agrees to said relocation, M-NCPPC acknowledges that Tenant will be required to obtain all required approvals of affected governmental agencies, including, but not limited to, the FAA and local zoning authorities. If all governmental requirements, both local, State and Federal are met, Tenant will use its commercially reasonable efforts to complete the relocation of the new Communications Equipment and the removal of the existing Communications Equipment within a commercially acceptable timeframe not to exceed twenty-four (24) months from execution of the written agreement ("Relocation Phase"). Notwithstanding the foregoing, if the Notice states that the relocation is necessitated by an emergency, Tenant will complete removal of the existing

Communications Equipment and relocation of its new Communications Equipment to a temporary installation on the Property in a timeframe not to exceed forty-five (45) days from the receipt of approvals required to comply with local zoning and permitting ordinances, pending the final relocation of Tenant's Communications Equipment to the Relocation Site during the Relocation Phase. Tenant will have an option to extend the Relocation Phase for two (2) ninety (90)-day extensions if there are delays which are out of the control of the Tenant.

- (b) For the first relocation required by M-NCPPC, Tenant will relocate the Communications Equipment of Tenant, not including the equipment of any other sublessee or licensee using the Lightpole, at Tenant's sole cost and expense. For any subsequent relocation required by M-NCPPC, Tenant will relocate the Communications Equipment of Tenant at M-NCPPC's sole cost and expense. Any such relocation shall be performed exclusively by Tenant or its agents; provided, however, if M-NCPPC notifies Tenant that the relocation is required due to imminent risk of damage to life or property by calling the landowner help desk at 1-866-482-8890, and Tenant fails to initiate relocation of Tenant's Communications Equipment within twenty-four (24) hours of said notice, M-NCPPC may relocate Tenant's Communications Equipment at the sole cost and responsibility of Tenant.
- (c) Upon relocation of the Communications Equipment of Tenant, or any part thereof, to the Relocation Site, all references to the Premises in this Agreement will be deemed to be references to the Relocation Site. M-NCPPC and Tenant hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of M-NCPPC, and such survey will then replace the previous survey and become a part hereof and will control or describe the Premises. M-NCPPC and Tenant hereby agree that in no event will the relocation of the Communications Equipment of Tenant, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions and of the current Agreement, as may be amended, unless changes are agreed to in writing by both parties. If a new lease must be entered into for the Relocation Site, M-NCPPC agrees that any and all of the terms and conditions of this Agreement, as may be amended, will be incorporated into the new lease. Upon relocation of the Communications Equipment of Tenant, the access and utility easement(s) of Tenant will be relocated as required to operate and maintain the Communications Equipment of Tenant.

- (d) Any relocation pursuant to this Section shall not result in any interruption of the communications service provided by Tenant on the Property, including but not limited to Tenant's right to maintain the rights to the existing Communications Equipment until such time as Tenant is successfully moved to the Relocation Site. Any relocation will not impair or alter the quality of operations of the Tenant's Communications Equipment.
- (e) Tenant may be allowed to place a temporary installation on the Property during a relocation of Tenant's Communications Equipment. Tenant shall bear the full cost of the temporary installation for the first relocation required by M-NCPPC. For any subsequent relocation required by M-NCPPC, M-NCPPC shall bear the full cost of the temporary installation. Tenant's facilities at the temporary site shall be safe, secure and shall meet all the requirements set out in this Agreement.
- (f) M-NCPPC shall cooperate with Tenant in good faith, to find an acceptable new location. Should the parties be unable to agree on a new location, Tenant's only remedy is to terminate this Agreement; provided, however, that Tenant shall have a commercially reasonable time, not to exceed twenty-four (24) months, to remove its Communications Equipment from the Property (the "Removal Period"), and termination of this Agreement pursuant to this Section will not become effective until the date that Tenant notifies M-NCPPC in writing that it has completed the removal of its Communications Equipment from the Property. During the Removal Period, M-NCPPC may require Tenant to relocate its Communications Equipment to a temporary installation on the Property, provided Tenant's facilities at the temporary site shall be safe, secure and shall meet all the requirements set out in this Agreement.
- (g) Notwithstanding anything to the contrary in this Section, except in emergency situations where there is imminent risk of damage to life or property, Tenant's agreement to any requested relocation by M-NCPPC shall be expressly contingent upon the written consent to said relocation of all other users of the Lightpole. Tenant shall be under no obligation to relocate its Communications Equipment pursuant to this Section if any other user of the Lightpole does not agree to the requested relocation.

11. A new Section 28 is added to the end of the Agreement stating the following:

28. Force Majeure:

M-NCPPC and Tenant shall be excused from performing any obligation or undertaking provided for in this Agreement for the period of time that such performance is prevented, delayed, or hindered by an Act of God, force majeure, fire, earthquake, flood, explosion, action of the elements, pandemic, war, invasion, insurrection, riot, mob violence, sabotage, failure or transportation, requisition, orders of government, or of civil, military, or public safety authorities, or any cause whether similar or dissimilar to the foregoing, not within the reasonable control of M-NCPPC or Tenant; provided; however, that no such event or cause shall relieve Tenant of its obligations to maintain insurance, to indemnify M-NCPPC, to make full and timely payments of the monthly rent, or any other sums due as set out in this Agreement, and to refrain from interference with public safety functions, including radio transmissions. If any force majeure event exceeds thirty (30) days, Tenant shall have the right to terminate this Agreement without any further liability, which termination shall be effective upon M-NCPPC's receipt of written notice from Tenant.

12. As additional consideration for amending the Agreement in accordance with this First Amendment, Tenant agrees to pay to M-NCPPC Fifteen Thousand Dollars (\$15,000.00) within sixty (60) days of full execution of this First Amendment by both parties.

13. Representations, Warranties and Covenants of M-NCPPC. M-NCPPC represents, warrants and covenants to Tenant as follows:

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

(b) Except as expressly identified in this First Amendment, M-NCPPC 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) Tenant is not currently in default under the Agreement, and to M-NCPPC'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.

(d) M-NCPPC agrees to provide such further assurances as may be requested to carry out and evidence the full intent 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.

14. 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 First 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 First Amendment.

15. M-NCPPC agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant.

16. 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 First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon MNCPPC and Tenant, and their personal representatives, heirs, successors and assigns. This First 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, M-NCPPC and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

M-NCPPC:

Maryland-National Capital Park and Planning Commission, a public body corporate and agency of the State of Maryland

By: _____ (SEAL)
Print Name: _____
Title: _____

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

TENANT

STC Three LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: _____(SEAL)

Name: _____

Title: _____

EXHIBIT A

[ATTACHED HERETO]

Tax Map #: 13-3024015

MEMORANDUM OF FIRST AMENDMENT TO AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO AGREEMENT (“Memorandum”) is made effective this _____ day of _____, 20____, by and between MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate and agency of the State of Maryland (“M-NCPPC”), with a mailing address of 6600 Kenilworth Ave. #300, Riverdale, Maryland 20737, and STC THREE LLC, a Delaware limited liability company (“Tenant”), successor in interest to APC Realty and Equipment Company, LLC, A Delaware limited liability company (“APC Realty”), by Global Signal Acquisitions II 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, M-NCPPC and APC Realty entered into an Agreement dated January 4, 2002 (as amended and assigned, the “Agreement”), whereby M-NCPPC leased to APC Realty a portion of property (said leased portion being the “Premises”) located at 8001 Sheriff Road (Tax Account # 13-3024015), Landover, Prince George’s County, State of Maryland, and being further described in Book 10131, Page 639 in the Clerk’s Office for the Circuit Court of Prince George’s County (“Clerk’s Office”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being; and

WHEREAS, the term of the Agreement commenced on February 1, 2002, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on January 31, 2022 (“Original Term”), and M-NCPPC and Tenant now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, M-NCPPC and Tenant made and entered into a First Amendment to Agreement of even date herewith (“First Amendment”) and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Memorandum as notice thereof, as follows:

1. M-NCPPC does hereby lease and grant unto Tenant, its successors and assigns, the Premises for three (3) additional five (5)-year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Agreement may last for a term of thirty-five (35) years, expiring on January 31, 2037, unless sooner terminated as provided in the Agreement.

2. The description of the Premises is as provided on Exhibit A attached hereto and is limited to the Lightpole and that area shown as “Sprint PCS 10’-0’ x 20’-0’ Pad”.

3. This Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First 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, M-NCPPC 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.

M-NCPPC:

Maryland-National Capital Park and Planning Commission, a public body corporate and agency of the State of Maryland

By: _____ (SEAL)
Print Name: _____
Title: _____

STATE OF _____, _____ COUNTY: to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of _____ in and for _____ County personally appeared _____ [name] who acknowledged himself/herself to be the _____ [title] of the Maryland-National Capital Park and Planning Commission, a public body corporate and agency of the State of Maryland, and that as such officer, being authorized so to do, he/she executed the within Memorandum of First Amendment to Agreement for the purposes therein contained by signing in my presence the name of said company by himself/herself as its _____ [title], and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of said company

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my Notarial seal.

Notary Public
My Commission Expires: _____
[affix seal or stamp]

IN WITNESS WHEREOF, MNCPPC 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.

TENANT:

STC Three LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: _____(SEAL)
Name: _____
Title: _____

STATE OF _____, _____ COUNTY: to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the State of _____ in and for _____ County personally appeared _____ [name] who acknowledged himself/herself to be the _____ [title] of Global Signal Acquisitions II LLC, a Delaware limited liability company, as Attorney-in-Fact for STC Three LLC, a Delaware limited liability company, and that as such officer, being authorized so to do, he/she executed the within Memorandum of First Amendment to Agreement for the purposes therein contained by signing in my presence the name of said company by himself/herself as its _____ [title] and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of said company

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my Notarial seal.

Notary Public
My Commission Expires: _____
[affix seal or stamp]

EXHIBIT A

[ATTACHED HERETO]

This certifies that this instrument was prepared by a party to this instrument.

STC THREE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: _____
Print Name: _____
Title: _____

Return to:

Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057