

AMENDED AND RESTATED TOWER SITE LEASE AGREEMENT
STATE OF TEXAS

THIS AMENDED AND RESTATED TOWER SITE LEASE AGREEMENT (the "Lease") is made as of the date of the final signature below, by and between CITY OF NORTH RICHLAND HILLS, a Texas municipality ("Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its attorney in fact ("Lessee"). Lessor and Lessee shall each individually be referred to herein as a "party" and collectively referred to as the "parties."

WHEREAS, the City of Haltom City, Texas ("Haltom") holds fee simple title to Lessor's Property, as more fully set forth in the Warranty Deed recorded in the Tarrant County Records Filing Office (the "Official Records") on November 19, 1987 at Book 9126, Page 217; and

WHEREAS, pursuant to Haltom City Council Resolution No. 862 dated September 1, 1983, Haltom and W. Brown Custom Builders, Inc. ("Brown") entered into that certain Lease dated May 15, 1984 (the "Haltom Lease"), which was recorded in the Official Records on September 25, 1984 at Vol 7961 Page 673, whereby Brown leased Lessor's Property for a 99-year term that commenced on January 1, 1984, and expires on December 31, 2082; and

WHEREAS, Haltom and Richmond Bay Development, Inc., as successor to Brown ("Richmond Bay") entered into that certain Memorandum of Lease dated December 14, 1987, which was recorded in the Official Records on January 15, 1988 at Book 09169, Page 1240 (the "Haltom Memorandum"), whereby the Haltom Lease term was modified to commence on June 1, 1984 and expire on May 31, 2082; and

WHEREAS, Richmond Bay assigned the Haltom Lease to Lessor by that certain Agreement dated September 21, 1988, pursuant to Haltom's consent set forth in that certain Letter dated August 30, 1988; and

WHEREAS, pursuant to that certain Inter-Local Agreement dated April 10, 1989 between Haltom and Lessor, Lessor is responsible for all municipal functions of Lessor's Property; and

WHEREAS, Lessor and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into that certain Tower Site Lease Agreement dated June 27, 1996 ("Agreement"), a memorandum of which was recorded on April 14, 1998 as Instrument No. D198077652 in the Official Records, which was amended by that certain First Amendment to Tower Site Lease Agreement dated February 14, 2002, and by that certain Second Amendment to Tower Site Lease Agreement dated November 30, 2017, whereby Original Lessee leased the Leased Premises (defined below) from Lessor, all located within the Lessor's Property (defined below) (hereinafter the Agreement and all subsequent amendments are collectively referred to as the "Original Agreement"); and

WHEREAS, STC Five LLC is currently the lessee under the Original Agreement as ultimate successor in interest to the Original Lessee; and

WHEREAS, Lessor and Lessee agree that the Original Agreement shall be amended by deleting it in its entirety and restating the Original Agreement as provided for herein.

1. **Definitions.**

"**Approvals**" means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

"**Commencement Date**" means the first day of the month following the month in which this Lease was fully executed.

"**Defaulting Party**" means the party to this Lease that has defaulted as provided for in Section 24 of this Lease.

"**Easements**" and "**Utility Easement**" have the meanings set forth in Section 7 of this Lease.

"**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15

U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvement(s)” means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

“Initial Term” means a period commencing on the Commencement Date and expiring on July 31, 2026.

“Lease” means this Amended and Restated Tower Site Lease Agreement.

“Lease Term” means the Initial Term and any Renewal Terms.

“Leased Premises” means that portion of Lessor’s Property consisting of a parcel of approximately one thousand six hundred twenty (1,620) square feet as described in the sketch attached hereto as **Exhibit “B”**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 6.

“Lessee’s Notice Address” means STC Five LLC, c/o Crown Castle USA Inc., Attn: Legal - Real Estate, 2000 Corporate Drive, Canonsburg, PA 15317-8564; Phone: (724) 416-2000.

“Lessor’s Notice Address” means City Manager, 4301 City Point Drive, North Richland Hills, TX 76180; Phone: (817) 427-6000, with copy to the City Attorney at the same address.

“Lessor’s Property” means the parcel of land located at 6200 Skylark Circle, North Richland Hills, Texas 76180, County of Tarrant, as shown on the Tax Map of said County as Tax Parcel Number 04467760 and 03717968, being further described in **Exhibit “A”** attached hereto.

“Non-Defaulting Party” means the party to this Lease that has not defaulted as provided for in Section 24 of this Lease.

“Renewal Term” means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for use of the Leased Premises in the amount of Twelve Thousand Five Hundred Ninety-Two and 85/100 Dollars (\$12,592.85) per year. On August 1, 2021, the Rent shall increase to Fourteen Thousand Four Hundred Eighty-One and 78/100 Dollars (\$14,481.78) per year through the end of the Initial Term. On August 1, 2026 and every five (5) years thereafter (the “Adjustment Date”), the Rent shall increase by an amount equal to fifteen percent (15%) of the monthly rent in effect for the month immediately preceding the Adjustment Date.

2. **Lessor’s Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessee shall obtain written approval from Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor’s cooperation, which Lessor hereby agrees to provide. Lessor shall not “knowingly” do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

3. **Subdivision; Perpetual Easement.** In the event that a subdivision of Lessor’s Property is legally required to lease the Leased Premises to Lessee, Lessor agrees to seek subdivision approval at Lessee’s expense. Lessor also agrees to grant an easement to Lessee over the Leased Premises, instead of a lease, if it is mutually determined by the parties that it is necessary to do so in order to obtain the Approvals. In such an event, Lessee shall have the right to make a one-time lump sum payment in consideration for said easement in lieu of paying the Rent.

4. **Lease Term.** Effective as of the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Lease shall automatically be extended for three (3) successive Renewal Terms of 5 years each, unless this Lease is terminated pursuant to the provisions set forth herein.

5. **Rent; Future Broadband Subtenant Fee.**

(A) **Rent.** Lessor and Lessee acknowledge and agree that Lessee paid annual rent on August 1st of each year pursuant to the Original Agreement. Beginning on the next August 1st following the Commencement Date, Lessee shall pay Rent for the Leased Premises, or a pro-rated annual amount within thirty (30) days of the Commencement Date if this Lease commences after August 1st, and Lessor shall refund to Lessee any rent paid pursuant to the Original Agreement on or after the Commencement Date of this Lease within thirty (30) days of the Commencement Date of this Lease.

(B) **Existing Collocations.** Lessor and Lessee acknowledge the existing collocation of T-Mobile and AT&T at the Leased Premises (individually “T-Mobile collocation agreement” and “AT&T collocation agreement”).

(i) **AT&T Rent.** Lessee shall pay Eight Thousand Two Hundred Twelve and 73/100 Dollars (\$8,212.73) per year for the existing AT&T collocation (the “AT&T Rent”). The first payment of the AT&T Rent shall be due on the next August 1st following the Commencement Date, or a pro-rated annual amount within thirty (30) days of the Commencement Date if this Lease commences after August 1st, and each subsequent payment shall be due on August 1st of each year thereafter. Thereafter, the AT&T Rent shall escalate at the same time and in the same manner as the Rent set forth in this Lease. Lessor shall refund to Lessee any rent paid for AT&T’s collocation pursuant to the Original Agreement on or after the Commencement Date of this Lease within thirty (30) days of the Commencement Date of this Lease. If the AT&T sublease or collocation agreement expires or terminates for any reason, Lessee shall be authorized to discontinue payment of the AT&T Rent only in accordance with this section 5(B). Non-payment of the AT&T Rent shall not be an event of default under the Lease, provided Lessee continues to pay the AT&T Rent until expiration or earlier termination of the AT&T collocation agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by AT&T; however Lessee shall be obligated to comply with this section 5(B). If the AT&T collocation agreement expires or terminates for any reason, Lessee shall, within thirty (30) days following actual notice of expiration or termination, provide Lessor written notice of such expiration or termination of the AT&T collocation agreement. In the event of expiration or termination of the AT&T collocation agreement, Lessee shall, upon such expiration or termination, cause the removal of AT&T’s equipment and shall restore the Leased Premises to the condition it was in prior to the installation of the equipment by AT&T, excluding ordinary wear and tear. The AT&T Rent shall be pro-rated for the number of days the AT&T collocation agreement is in effect in the event the AT&T collocation agreement terminates prior to the end of any month.

(ii) **T-Mobile Rent.** Commencing on the Commencement Date, Lessee shall pay Eight Thousand Two Hundred and 00/100 Dollars (\$8,200.00) per year for the existing T-Mobile collocation (the “T-Mobile Rent”). The first payment of the T-Mobile Rent shall be due on the next August 1st following the Commencement Date, or a pro-rated annual amount within thirty (30) days of the Commencement Date if this Lease commences after August 1st, and each subsequent payment shall be due on August 1st of each year thereafter. Thereafter, the T-Mobile Rent shall escalate at the same time and in the same manner as the Rent set forth in this Lease. Lessor shall refund to Lessee any rent paid for T-Mobile’s collocation pursuant to the Original Agreement on or after the Commencement Date of this Lease within thirty (30) days of the Commencement Date of this Lease. If the T-Mobile sublease or collocation agreement expires or terminates for any reason, Lessee shall be authorized to discontinue the payment of the T-Mobile Rent only in accordance with this section 5(B). Non-payment of the T-Mobile Rent shall not be an event of default under this Lease, provided Lessee continues to pay the T-Mobile Rent until expiration or earlier termination of the T-Mobile collocation agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by T-Mobile; however Lessee shall be obligated to comply with is section 5(B). If the T-Mobile collocation agreement expires or terminates for any reason, Lessee shall, within thirty (30) days following actual notice of expiration or termination, provide Lessor written notice of such expiration or termination of the T-Mobile collocation agreement. In the event of expiration or termination of the T-Mobile collocation agreement, Lessee shall cause the removal of T-Mobile’s equipment and shall, upon such expiration or termination, restore the Leased Premises to the condition it was in prior to the installation of the equipment by T-Mobile, excluding ordinary wear and tear. The T-Mobile Rent shall be pro-rated for the number of days the T-Mobile collocation agreement is in effect in the event the T-Mobile collocation agreement terminates prior to the end of any month.

(C) **Future Broadband Sublease Fee.** If, after full execution of this Lease, Lessee enters into any future sublease or license with a Broadband Tenant not already a subtenant on the Property (each a “Future Broadband Sublease”), Lessee shall pay to Lessor an annual fee for such Future Broadband Sublease equal to Eight Thousand Two Hundred and 00/100 Dollars (\$8,200.00) (“Future Broadband Sublease Fee”). The first payment of the Future Broadband Sublease Fee shall be due on the next August 1st following the commencement date of the applicable Future Broadband Sublease, or a pro-rated annual amount within thirty (30) days of the

commencement date of such Future Broadband Sublease if the Future Broadband Sublease commences after August 1st, and each subsequent payment shall be due on August 1st each year thereafter. Thereafter, the Future Broadband Sublease Fee shall escalate at the same time and in the same manner as Rent set forth in this Lease. If any Future Broadband Sublease expires or terminates for any reason, Lessee shall no longer be obligated to pay a Future Broadband Sublease Fee for such Future Broadband Sublease, however Lessee shall be entitled to a refund of any prepaid Future Broadband Sublease Fee for the period following such expiration or termination within thirty (30) days of Lessee's written request to Lessor. Notwithstanding anything in this paragraph to the contrary, Lessor shall not be entitled to a Future Broadband Sublease Fee for any sublease or license to any subtenant of Lessee or any successors and/or assignees of such subtenant who commenced use of the Leased Premises or executed a sublease or license prior to the effective date of this Lease, including Sprint, AT&T and T-Mobile. As used herein, "Broadband Tenant" shall mean any subtenant that is a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged primarily in the business of providing wireless telephony services to its customers.

6. **Leased Premises; Construction of Improvements; Survey.** Lessee shall be authorized to construct, modify, alter, add, replace, remove, maintain and repair the Improvements on the Leased Premises upon prior written approval of Lessor. In order to obtain such consent, Lessee shall submit a written request to the Lessor, which shall include all plans and estimates for the cost of the proposed Improvement, to the Director of Information Technology Services. All plans, specifications and required work for the proposed Improvement must conform to and be in accordance with all applicable and then-current federal, state and local laws, ordinances, rules and regulations. If Lessee intends to employ or engage a contractor or third party to perform any work on the proposed Improvement, Lessee shall supply Lessor with the name of such party and must obtain Lessor's advance written approval before it authorizes such party to commence work on the Leased Premises. Following completion of construction of the Improvement(s) on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built" survey within thirty (30) calendar days of completion, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Lease as **Exhibit "C"** and shall be attached hereto as an addendum and filed of record by memorandum. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**. Notwithstanding the foregoing, Lessee shall have the right to conduct routine repairs and maintenance and make "like-for-like" or substantially similar replacements, modifications or upgrades to the Improvements that consist of the same or similar size or dimensions of the existing Improvements at any time during the Lease Term without Lessor's approval.

7. **Easements.** Conditioned upon and subject to commencement of the Lease Term Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals, including any landscaping requirements therein; (iii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iv) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"** as may be amended by **Exhibit "C"**, Lessor shall, in accordance with applicable law, grant an alternate easement either to Lessee or directly to the public utility in a location approved by Lessor, which approval shall not to be unreasonably, withheld, conditioned or delayed (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

8. **Rights to Terminate; Effect of Termination.**

(A) Lessee shall have the right to terminate this Lease, at any time, without cause, by providing Lessor with twelve (12) months' prior written notice.

(B) Lessor shall have the right to terminate this Lease upon eighteen (18) months' written notice to Lessee in the event Lessor determines in good faith that the Leased Premises are needed by Lessor for public purposes. Lessor may, if reasonably practicable and upon Lessee's written request, extend the effective date of such termination by six (6) months for Lessee to relocate the Improvements to a location outside of the Lessor's Property and restore the Leased Premises pursuant to Section 18 (Surrender of Property). In no event shall the effective date of Lessor's termination exceed twenty-four (24) months from the date of Lessor's notice.

Upon such termination by either party, this Lease shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

9. **Use of Property.** The Leased Premises and the Easements shall be used for the purpose of, (i) constructing, maintaining and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence, around the perimeter of the Leased Premises; however Lessee shall provide Lessor reasonable access to the Leased Premises accompanied by a representative of Lessee within seventy-two (72) hours of Lessor's request, or in the event of an emergency, within 4 hours of Lessor's request. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture. Any such security fence placed on the Leased Premises by Lessee shall comply with all applicable City standards and regulations for fences and structures.

10. **Removal of Obstructions.** Upon written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall reasonably dispose of any materials removed.

11. **Hazardous Materials.**

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. To the extent permitted by law, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises if caused by Lessor or persons acting on behalf of Lessor.

12. **Real Estate Taxes.** The parties acknowledge Lessor is a tax-exempt entity. Lessor shall not be liable for any taxes under this Lease so long as Lessor is the City of North Richland Hills, a Texas municipality. Should Lessor transfer its ownership interest in this Lease to an entity that is not exempt from taxes, upon the effective date of such transfer of ownership interest, the following shall replace the preceding sentences of this Section:

Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to reasonably cooperate with Lessee in connection with such challenge.

13. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance as required by this Lease and which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

(A) Commercial General Liability Coverage in the amount of \$2,000,000 per occurrence, providing contractual liability insurance coverage for all of Lessee's operations on Lessors Property, including coverage for property damage from perils of explosion or collapse, provided that such amounts may be satisfied through an umbrella policy;

(B) Environmental Impairment Liability Coverage in the amount of \$1,000,000.

(C) Automobile Liability Coverage in the amount of \$1,000,000 for all vehicle owned, hired or in use by Lessee for its operations as it relates to the Leased Premises;

(D) Workers' Compensation Coverage as required by law;

(E) Prior to the installation of any Improvements and related equipment and prior to the commencement of any modification, renovation, Improvement or new construction, Lessee shall obtain builders all-risk insurance and an installation floater or equivalent property coverage covering cables, materials, machinery, and supplies of any nature which are to be used in or incidental to installation of the Improvement.

(F) Lessee shall require that all contractors used to construct any Improvement pursuant to this Lease provide insurance with coverages and limits reasonably satisfactory to Lessor, but in no instance will such coverage be broader than what is required hereunder of the Lessee.

(G) Lessor reserves the right, in its sole and reasonable discretion, to revise the insurance coverages and requirements under this Lease. Lessee agrees that within thirty (30) days following receipt of written notice from Lessor, Lessee will implement all revisions reasonably requested by Lessor. Lessee's policies shall cover all of Lessee's operations on Lessor's Property and Lessor shall be listed as an additional insured on the Lessee's commercial general liability and automobile liability policies unless prohibited by law. Lessee shall provide Lessor with no less than thirty (30) days written notice of any material changes in coverage, including but not limited to cancellation, termination, non-renewal, or amendments. All policies required under this Lease, except those for workers' compensation and environmental liability, shall be written on an occurrence basis and not a claims made basis.

14. **Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

15. **Eminent Domain.** If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) business days of receiving said notice and Lessee will have the option to: (i) declare this Lease null and void as of the effective date of the taking and pay any remaining rent owed up to the effective date of the taking, and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

16. **Right of First Refusal.** If, during the Lease Term, Lessor receives an offer to purchase fee title, an easement, a lease, a license, or any other interest in Lessor's Property, or Lessor's interest in this Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer. Lessor'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, the proposed closing date and, if a portion of Lessor's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. The due diligence period shall not be less than forty-five (45) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then this Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to an Affiliate, either separate from an assignment of this Lease or as part of an assignment of this Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon forty-five (45) days written notice to Lessor. For purposes of this Lease, the term "Affiliate" shall mean a person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Lessee. The term "control" means the right and power, directly or indirectly, to direct or cause the direction of the management and policies of a person or business entity, corporation or otherwise, through ownership or voting securities, by contract or otherwise.

17. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Lease, as long as this Lease is in effect.

18. **Surrender of Property.** Upon expiration or termination of this Lease, Lessee shall, within a reasonable time, remove all above ground Improvements and below ground Improvements to a point three (3) feet below grade (excluding conduits and footings), and restore the surface of the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

19. **Hold Harmless.**

(A) Lessee shall indemnify and defend Lessor against, and hold Lessor harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by Lessee, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of Lessor, its employees, contractors, servants or agents.

(B) To the extent permitted by applicable law, Lessor shall indemnify and defend Lessee against, and hold Lessee harmless from, any claim of liability or loss from personal injury or property damage arising from use of Lessor's Property, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of Lessee, its employees, contractors, servants or agents. Nothing herein shall require Lessor to create a sinking fund to meet any of Lessor's obligations under this Lease.

20. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds a good and marketable leasehold interest in Lessor's Property and the Leased Premises and has full authority to enter into and execute this Lease. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

21. **Interference with Lessee's Business.** Subject to the provisions set forth in this section, Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on the Leased Premises without interference from Lessor. Subject to requirements of any controlling state or federal regulation, Lessor agrees that it will not permit the construction, installation or operation of any equipment or device on Lessor's Property that interferes with Lessee's use of the Leased Premises. Lessee shall have the burden of providing reasonable documentation evidencing such interference. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises, as long as this Lease is in effect.

22. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

23. **Mortgages.** This Lease, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Lease in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

24. **Default.**

(A) **Notice of Default; Cure Period.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Lease or Lessor's or Lessee's obligations under this Lease, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) **Consequences of Lessee's Default.** Lessor acknowledges that under the terms of this Lease, Lessee has the right to terminate this Lease at any time upon twelve (12) months' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to twelve (12) months' Rent, except in the event of Lessor's negligence or intentional misconduct.

(C) **Consequences of Lessor's Default.** In the event that Lessor is in default beyond the applicable periods set forth above in Section (A), Lessee may, at its option, upon written notice: (i) terminate this Lease, vacate the Leased Premises and be relieved from all further obligations under this Lease; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions and/or seek damages that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

25. **Limitation on Damages.** In no event shall either party be liable to the other party for consequential, indirect, speculative or punitive damages in connection with or arising from this Lease, or the use of the Leased Premises, Easements, and/or Utility Easement.

26. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

27. **Applicable Law.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Lease shall be the county where the Leased Premises is located.

28. **Assignment, Sublease, Licensing and Encumbrance.**

(A) **Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right to assign its interest in this Lease and to sublease or license use of the Leased Premises, Easements and Improvements upon Lessor's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee has the right, at its sole discretion, to assign its interest in this Lease to an Affiliate (defined below) and to sublease or license use of the Leased Premises, Easements and Improvements to an Affiliate without Lessor's consent, upon forty-five (45) days written notice to Lessor. Assignment of this Lease by Lessee to an Affiliate shall be effective upon Lessee sending written notice and a copy of said Assignment document between Lessee and such Affiliate to Lessor. Any assignment pursuant to this Section shall relieve Lessee from any further liability or obligation as long as such Assignee fully assumes Lessee's liabilities and obligations under this Lease as evidenced by the Assignment document. Lessee has the further right to pledge or encumber its interest in this Lease. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and thirty (30) days to cure any non-monetary default unless the nature of the cure is such that it reasonably requires more than thirty (30) days to cure and the parties mutually agree to an extended cure period. For purposes of this Lease, the term "Affiliate" shall mean a person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Lessee. The term "control" means the right and power, directly or indirectly, to direct or cause the direction of the management and policies of a person or business entity, corporation or otherwise, through ownership or voting securities, by contract or otherwise.

29. **Miscellaneous.**

(A) **Recording.** Lessee shall have the right to record a memorandum of this Lease with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

(B) **Deletion of Original Agreement.** Lessor and Lessee agree that effective as of the Commencement Date of this Lease, the Original Agreement is hereby amended by deleting it in its entirety and restating the Original Agreement as provided for in this Lease.

(C) **Entire Agreement.** Lessor and Lessee agree that this Lease contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto. The terms, covenants and provisions of this Lease shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

(D) **Captions.** The captions preceding the Sections of this Lease are intended only for convenience of reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

(E) **Construction of Document.** Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Lease shall not be construed as a binding document until the date last signed by both parties.

(F) **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or within three (3) days of being deposited with a national courier service or US Postal service if delivery is refused by Lessee. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address as set forth in Section 1 of this Lease, which such addresses may be changed by the parties from time to time as needed.

(G) **Partial Invalidity.** If any term of this Lease is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(H) IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee, but not more than once per calendar year; provided that if Lessor's Property is transferred, Lessee may make more than one (1) request in a calendar year. In the event Lessor's Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a Change in Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the Rent to the new lessor. The succeeding lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default by the succeeding lessor and Lessee may take any reasonable action necessary against the succeeding lessor to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments. Notwithstanding any of the foregoing, Lessor shall have no liability or responsibility to Lessee following the effective date of any transfer of ownership of the Leased Premises.

(I) Counterparts. This Lease may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(J) Business Summary Report. Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the AT&T Rent, the T-Mobile Rent, Future Broadband Sublease Fee (as defined herein), or any other authorized sublessee or sublicensee of Lessee, for the prior twelve (12) month period. Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request. Lessor shall send such written request to Lessee's Notice Address set forth in Section 1 of this Lease.

[Execution Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Lease as of the day and year this Lease is fully executed.

LESSOR:
CITY OF NORTH RICHLAND HILLS,
a Texas municipality

By: _____
Mark Hindman, City Manager

Date: _____

ATTEST:

By: _____
Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY:

By: _____
Maleshia B. McGinnis, City Attorney

LESSEE:
STC FIVE LLC,
a Delaware limited liability company

By: GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company
Its: Attorney In Fact

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

EXHIBIT "A"
Description of Lessor's Property

LEGAL DESCRIPTION BEING A 0.037 ACRE PARCEL OF LAND SITUATED IN THE W.A. TRIMBLE SURVEY, ABSTRACT NO. A-1520 OF TARRANT COUNTY, TEXAS AND BEING A PART OF A CALLED 7.51 ACRE TRACT OF LAND AS DEEDED TO THE CITY OF HALTOM AND RECORDED IN VOLUME 9126 PAGE 217 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (0 R.T.C.T) SAID 0.037 ACRE PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH IRON ROD IN THE APPROXIMATE EAST LINE OF SAID CALLED 7.51 ACRE TRACT, AND THE APPROXIMATE WEST LINE OF THE ST. LOUIS AND SOUTHWESTERN RAILROAD RIGHT OF WAY, SAID POINT BEARS S. 31°33'00" W 830.20 FROM A FOUND 5/8 INCH IRON ROD IN THE APPROXIMATE RIGHT OF WAY OF NORTHEAST LOOP 820 SAID POINT BEING THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1602.95 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 02°51'50" W A DISTANCE OF 80.11 FEET TO A SET 5/8 INCH IRON ROD FOR THE POINT OF BEGINNING

THENCE CONTINUING ALONG SAID CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,602.95 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 01°55'49" AN ARC DISTANCE OF 54.00 FEET AND HAVING A CHORD WHICH BEARS S 35°22'44" W A DISTANCE OF 54.00 FEET TO A SET 5/8 INCH IRON ROD;

THENCE N 54°37'25" W DEPARTING SAID APPROXIMATE RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO A SET 5/8 INCH IRON ROD;

THENCE N 35°22'35" E A DISTANCE OF 54.00 FEET TO A SET 5/8 INCH IRON ROD;

THENCE S 54°37'25" E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.037 ACRE OF 1,625 SQUARE FEET OF LAND MORE OR LESS.

TAX ID: 04467760, 03717968

EXHIBIT "B"
Description of the Leased Premises, including access and utility easements