

**FIRST AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (this "First Amendment") is entered into this 17th day of January, 2018, by and between the CITY OF COSTA MESA, a municipal corporation, with a mailing address of 77 Fair Drive, Costa Mesa, California 92626 (hereinafter referred to as "Lessor") and STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through GLOBAL SIGNAL ACQUISITIONS II LLC., a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317(collectively referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Cox PCS Assets, LLC, a Delaware limited liability company ("Original Lessee") previously entered into that certain Communications Site Lease Agreement dated June 19, 2000 (the "Lease") through which Original Lessee leased a portion of real property, together with access and utility easements, located in Orange County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, the Premises may be used for the purpose of providing communication services through a monopine structure, including but not limited to the transmission and reception of radio communication signals on various frequencies and the right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility; and

WHEREAS, per the terms of the Lease, the Lease commenced on September 8, 2000, and expired on September 7, 2005; and

WHEREAS, the Lease provides for two (2) automatic renewals of five (5) years each. According to the Lease, the final automatic extension expired on September 7, 2015. The Lease may be extended for two (2) additional terms of five (5) years each upon approval of Lessor's City Council; and

WHEREAS, the parties desire to replace the City Council's approval of such renewal terms with automatic renewal terms; and

WHEREAS, since September 8, 2015, Lessor and Lessee have continued to perform under the terms of the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein; and

WHEREAS, STC One LLC, which is registered in California as Tower Company One LLC, is the current lessee under the Lease as ultimate successor in interest to Original Lessee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. Paragraph 3 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

(a) Initial Term. The initial term of this Lease ("Initial Term") shall be five (5) years commencing on September 8, 2000 (the "Commencement Date") and expiring on September 7, 2005.

(b) Renewal Term. Lessee shall have the right to extend this Lease for seven (7) additional five (5) year terms (each a "Renewal Term"). This Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least ninety (90) days prior to the expiration date of the then-existing Initial Term or Renewal Term. The Initial Term and any Renewal Term shall be collectively referred to as the "Term." If Lessee shall remain in possession of the Premises at the final expiration of this Lease, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

(c) Appraisal Option.

(i) Prior to the commencement of the fourth (4th) Renewal Term and every Renewal Term thereafter, Lessor shall have the option to obtain an independent valuation of the Premises to determine an appropriate Annual Rent (the "Appraisal Option"). In the event Lessor exercises the Appraisal Option, an appraisal of the Premises shall be made by a duly licensed independent real estate appraiser selected by mutual consent of the parties. In the event the parties cannot reach agreement upon the selection of a mutually acceptable appraiser, within fifteen (15) days, then Lessor and Lessee shall within fifteen (15) days thereafter, each select an appraiser who in turn will select a third independent appraiser who will be employed to make the appraisal. In the event that the two (2) selected appraisers fail to mutually select a third appraiser within fifteen (15) days, then the third appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association and shall deliver the written appraised value to both parties no later than seven (7) months prior to the commencement of the following Renewal Term. Lessor and Lessee will share equally in the cost of the appraisal. Lessor may, in its discretion, elect to make use of the appraised value as the new Annual Rent, effective as of the commencement of the applicable Renewal Term, by providing notice to Lessee at least six (6) months prior to the commencement of such Renewal Term, which shall be in lieu of any rent increase scheduled to occur on the same date. In no event shall the Annual Rent increase more than twenty percent (20%) of the Annual Rent amount for the previous year. The Annual Rent shall be increased annually thereafter in accordance with the Lease.

(ii) In the event Lessor does not elect to make use of the appraised value of the new Annual Rent, the Annual Rent shall continue to be increased annually pursuant to this Lease.

(d) Maximum Term. Notwithstanding any contrary provisions in this Lease, in no event shall the Term of this Lease exceed a total of forty-eight (48) years.

Lessor and Lessee hereby acknowledge that the final extension expires on September 7, 2040.

3. Annual Rent. Paragraph 4 of the Lease is hereby amended as follows:

(a) Rent. On September 1, 2020, the Annual Rent shall increase to Thirty-Seven Thousand and 00/100 Dollars (\$37,000.00) per year (equal to Three Thousand Eighty-Three and 33/100 Dollars (\$3,083.33) per month). Following such increase, the Annual Rent shall continue to adjust pursuant to the terms of this Lease. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to this Lease on the same date.

(b) Rent Escalation. Commencing on September 1, 2021, and on the anniversary of that date each year thereafter, the Annual Rent shall increase by an amount equal to three percent (3%) of the Annual Rent in effect for the immediately preceding year. Such rent escalations shall replace and be in lieu of any rent escalations scheduled to occur pursuant to this Lease on or after September 1, 2021.

4. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for the full execution of this First Amendment (the "Conditional Signing Bonus"). Lessee shall pay to Lessor the Conditional Signing Bonus within thirty (30) days of the full execution of this First Amendment. In the event that this First Amendment (and any applicable memorandum) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

5. Termination. Paragraph 8 (b)(iii) of the Lease is hereby deleted in its entirety and the following is inserted in its place:

(iii) Lessor determines, in its sole discretion, to use Lessor's Property, in a manner that is incompatible with Lessee's Facility following one hundred eighty (180) days' prior written notice to Lessee, provided, however, that Lessor shall first use reasonable efforts to locate an alternate site within Lessor's Property or on property owned by Lessor that is in the vicinity of Lessor's Property that is satisfactory to Lessee for relocation of Lessee's Facility.

6. Premises. Attachment 2-A attached hereto, which depicts the Premises and Lessee's Facility, hereby replaces Attachment 2 of the Lease.

7. Future Sublessee. If Lessee enters into any future sublease, license or grants a similar right of use or occupancy in the Premises to an unaffiliated third party who is not an existing sublessee on the date of this First Amendment (each a "Future Sublessee"), Lessee agrees to pay to Lessor a monthly fee for such Future Sublessee equal to the greater of: (i) One Thousand and 00/100 Dollars (\$1,000.00) or (ii) forty percent (40%) of the rental, license or similar payments actually received by Lessee from such Future Sublessee occupying the Premises (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee) (the "Revenue Share"), within thirty (30) days. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Lessee to do so. Lessee shall comply with all applicable laws, including Costa Mesa's Municipal Code. Notwithstanding the foregoing, any collocated equipment that is installed without permission from Lessor is a material breach of the Lease. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from sublessees and any successors and/or assignees of such sublessees who commenced and terminated use of and/or sublease the Premises prior to execution of this First Amendment shall be expressly excluded from the Revenue Share and Lessor shall have no right to receive any portion of such revenue, including Sprint and AT&T. No Revenue Share will be paid in the event that a Future Sublessee is no longer collocated on the Premises and Lessee shall provide to Lessor notice of same.

8. Maintenance Inspection. Lessee shall inspect the Premises not less than once quarterly per year for the purpose of maintaining the Premises in good condition, ordinary wear and tear excepted, or upon receipt of Lessor's written notice in the event Lessor reasonably determines that maintenance of the Premises is necessary. Lessee shall promptly conduct such maintenance or repair within thirty (30) days of its inspection or receipt of Lessor's written notice, or as soon thereafter as is reasonably practicable.

9. Assignment and Sublease. Paragraph 13 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

Lessee will not assign this Lease without prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided,

however, Lessee shall have the right to assign its rights under this Lease to its subsidiaries, affiliates or successor legal entities or to any entity acquiring all or substantially all of the assets of Lessee upon notice to Lessor and without Lessor's consent. Notwithstanding the foregoing, Lessee shall have the right to sublease or license use of the Premises without the consent or approval of Lessor. Lessee shall provide written notice to Lessor within sixty (60) days after such sublease or license is fully executed.

10. Modification. The second sentence of Paragraph 2(a) of the Lease, and only that sentence, is hereby deleted in its entirety and the following is inserted in its place:

Such use includes Lessee's right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility upon Lessor's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding, the foregoing, Lessee may make "like-for-like" or substantially similar modifications, alterations or replacements within the Premises without Lessor's consent.

11. Insurance. Paragraph 11 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

(a) During the Term, at its own cost and expense, Lessee shall maintain the following insurance:

(i) Commercial General Liability with limits of \$5,000,000.00 combined single limit coverage per occurrence for bodily injury (including death) or property damage and \$5,000,000.00 general aggregate arising out of wrongful or negligent acts by Lessee, its officers, employees or Lessee's use, occupancy and operations on the Premises. The limits required may be met by a combination of primary and excess or umbrella insurance;

(ii) Commercial Automobile Liability with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage covering owned, hired and non-owned automobiles;

(iii) Workers' Compensation as required by law; and Employer's Liability with limits of \$1,000,000.00 each accident/disease/policy limit; and

(b) Lessee shall include Lessor as an additional insured as their interest may appear under this Lease on the Commercial General Liability and Commercial Automobile Liability policies and shall file certificates of insurance and blanket

additional insured endorsements with Lessor on the effective date of this Lease, which shall be subject to the reasonable approval of Lessor, and to thereafter maintain current certificates and blanket additional insured endorsements on file with Lessor as follows:

(i) Commercial General Liability, Commercial Automobile Liability Policies.

1. Lessor, its officers, officials, employees and volunteers shall be included as an additional insured as their interest may appear under this Lease.

2. Lessee's insurance coverage shall be primary insurance and non-contributory with any insurance or program of self-insurance maintained by Lessor.

3. Any failure of Lessee to comply with reporting provisions of the policies shall not affect coverage provided to Lessor, its officers, officials, employees or volunteers.

4. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(ii) Workers' Compensation. The insurer shall agree to waive all rights of subrogation against Lessor under workers' compensation insurance required to be maintained by Lessee.

(iii) Coverages. Upon receipt of notice from its insurer, Lessee will use its best effort to provide Lessor with thirty (30) days prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required), suspension, or reduction in coverage.

12. Improvement; Access. Paragraph 5(d) of the Lease is hereby deleted in its entirety and the following is inserted in its place:

Lessor grants to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors and subcontractors, during the Term of this Lease, an easement over and upon Lessor's Property in the location shown in Attachment 2-A attached hereto and incorporated by this reference, 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 Premises. Lessor shall deliver to Lessee at no charge three sets of any access keys or cards necessary for access to Lessee's Facility. Lessee shall have the right to install on the outside of the building on Lessor's Property, at a location Lessor approves, a lock box to store the keys or access cards. Lessee shall pay for the cost of lock boxes and of all additional keys and cards, and shall return all keys and cards to Lessor and remove all lock boxes upon expiration or earlier termination of this Lease.

13. Improvement; Utilities. Paragraph 5(f) of the Lease is hereby deleted in its entirety and the following is inserted in its place:

Lessor grants to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors, during the Term of this Lease, a utility easement (the "Utility Easement") over, under and upon Lessor's Property in the location shown in Attachment 2-A attached hereto and incorporated by this reference, 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 Attachment 2-A, upon Lessor's written approval, which approval shall not be unreasonably withheld, conditioned or delayed, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost to Lessee.

14. Lessor's Property. Lessor and Lessee acknowledge that Attachment 1 to the Lease and Memorandum of Lease, recorded in Orange County, California on January 29, 2001 as Instrument Number 20010048975 ("Original Memorandum"), inadvertently included an inaccurate legal description of Lessor's Property. Attachment 1-A attached hereto and incorporated by this reference, which describes Lessor's Property, hereby replaces Attachment 1 to the Lease and Original Memorandum and all references to Lessor's Property shall be deemed to refer to the property described in Attachment 1-A.

15. Miscellaneous. Paragraph 17 of the Lease is amended to include the following subsections to read as follows:

(l) Bankruptcy.

(i) Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Lease if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

(ii) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

(m) Lessor's Cooperation. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

(n) Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Premises or the easements, Lessor will notify Lessee of

the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Lease null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the 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 Premises and easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

(o) 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 prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

16. Access path. Lessee shall pave the access pathway used by Lessee for access to the Premises in accordance with the scope of work described in Exhibit "A" attached hereto ("Paving Project"), provided the Paving Project is approved by the appropriate zoning and permitting agency governing the Premises. The Paving Project shall be substantially completed within twelve (12) months following the full execution of this First Amendment.

17. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no known breaches or defaults exist as of the date of this First Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Lease as amended.

18. Notices. Lessee's notice address as stated in the Lease is amended as follows:

LESSEE'S PRIMARY CONTACT

STC ONE LLC
c/o Crown Castle USA Inc.
Attn: Legal- Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

19. IRS Form W-9. Lessor agrees to provide Lessee 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 in writing by Lessee. If Lessor's Property is transferred, the succeeding lessor shall provide Lessee with 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. If Lessor fails to provide the IRS Form W-9 within thirty (30) days following Lessee's written request, Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments; provided that each time that Lessee makes less than a full payment to Lessor, Lessee informs Lessor in writing that it is withholding such payments.

20. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control. This First Amendment 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. The terms, covenants, and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

21. Entire Agreement. This First Amendment, together with the Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the parties with respect to the subject matter hereof.

[Execution Pages Follow]

This First Amendment is executed by Lessor as of the date first written above.

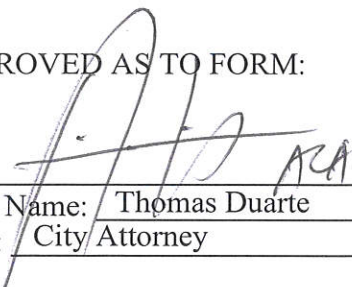
LESSOR:
THE CITY OF COSTA MESA,
a municipal corporation

By: 
Print Name: Thomas R. Hatch
Title: City Manager

ATTEST:

By: 
Print Name: Brenda Green
Title: City Clerk

APPROVED AS TO FORM:


By: 
Print Name: Thomas Duarte
Title: City Attorney

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:
STC ONE LLC,
a Delaware limited liability company,
Registered in California as TOWER
COMPANY ONE LLC

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

By: 
Print Name: Lisa A. Sedgwick
Title: RET Manager

Attachment 1-A
(Legal Description of Lessor's Property)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2, BLOCK 'C' OF THE BERRY TRACT, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 9, PAGES 6 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 39, TRACT NO. 4674, PER MAP THEREOF RECORDED IN BOOK 223, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA;

THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG THE EAST LINE OF SAID LOT 39 AND THE EAST LINE OF TRACT NO. 4674 A DISTANCE OF 520.00 FEET TO THE SOUTHEAST CORNER OF LOT 61 OF SAID TRACT NO. 4674; THENCE SOUTH 89 DEGREES 11' 45" EAST ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 61, A DISTANCE OF 260 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED TO CHARLES EDWARD VETTER AND RECORDED AUGUST 22, 1960 IN BOOK 5384, PAGE 356 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG THE WEST LINE OF SAID LAND TO VETTER AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 100.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 77 OF SAID TRACT NO. 4674; THENCE SOUTH 89 DEGREES 11 DEGREES 45" EAST ALONG SAID EASTERLY PROLONGATION A DISTANCE OF 264.00 FEET TO THE EAST LINE OF SAID LOT 2, BLOCK 'C' OF THE BERRY TRACT; THENCE NORTH 0 DEGREES 55' 29" EAST ALONG SAID EAST LINE A DISTANCE OF 650 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF GISLER AVENUE; THENCE NORTH 89 DEGREES 11' 45" WEST ALONG THE CENTERLINE OF SAID GISLER AVENUE A DISTANCE OF 530.56 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID TRACT NO. 4674; THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG SAID PROLONGATION A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN GISLER AVENUE.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT WITH THE NORTHERLY LINE OF THAT CERTAIN UNDESIGNATED STRIP OF LAND LYING NORTHERLY OF SAID LOT AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 11' 45" WEST A DISTANCE OF 107.20 FEET; THENCE SOUTH 4 DEGREES 55' 17" EAST A DISTANCE OF 723.87 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT; THENCE ALONG SAID PARALLEL LINE SOUTH 0 DEGREES 55' 29" WEST A DISTANCE OF 100.00 FEET; THENCE AT RIGHT ANGLES TO SAID PARALLEL LINE SOUTH 89 DEGREES 04' 31" EAST A DISTANCE OF 40.00 FEET TO SAID EASTERLY LINE; THENCE NORTH 0 DEGREES 55' 29" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 820.00 FEET TO THE POINT OF BEGINNING.

Attachment 2-A
(Description and Depiction of the Premises)

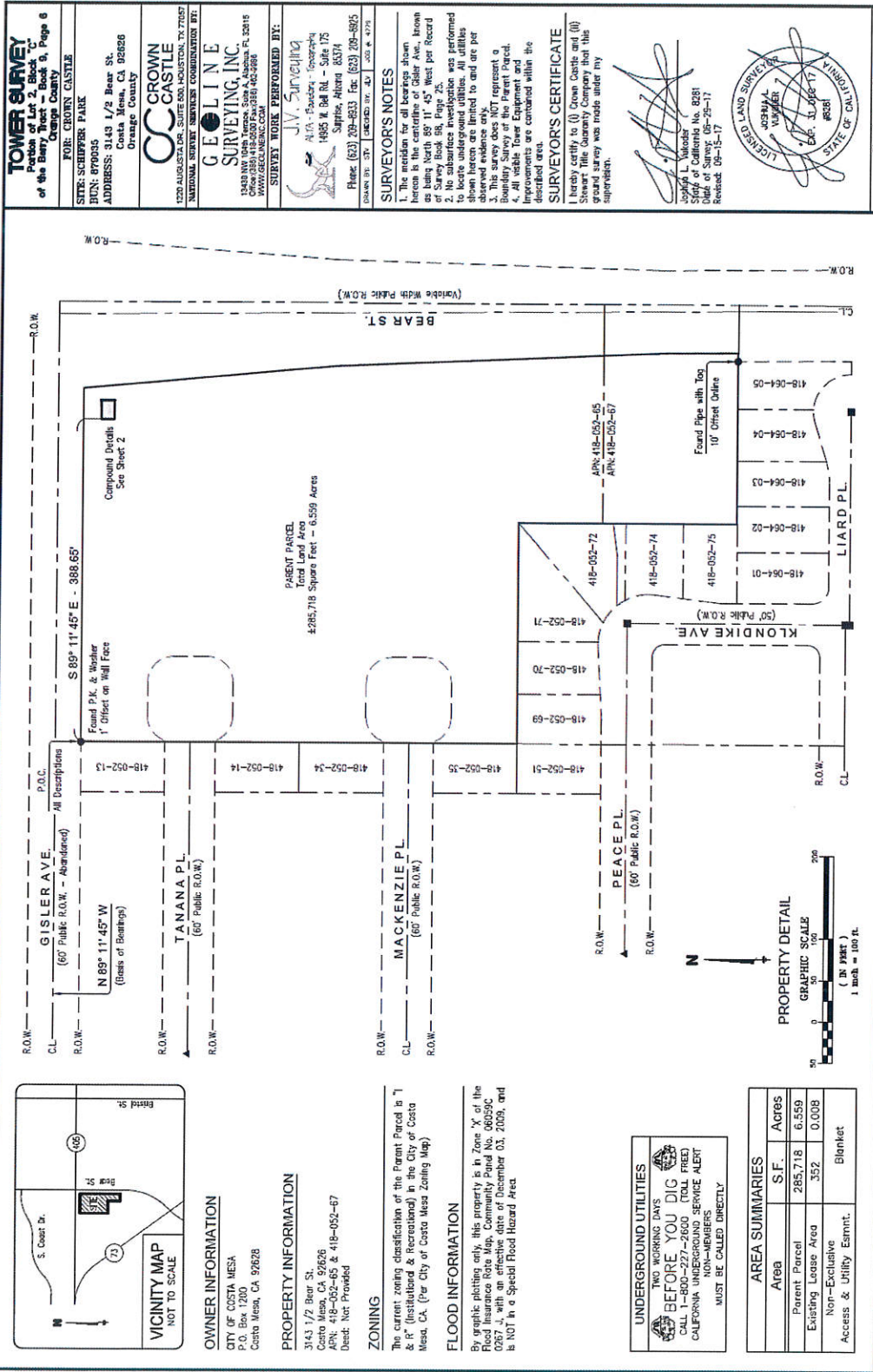
PREMISES (As-Surveyed)

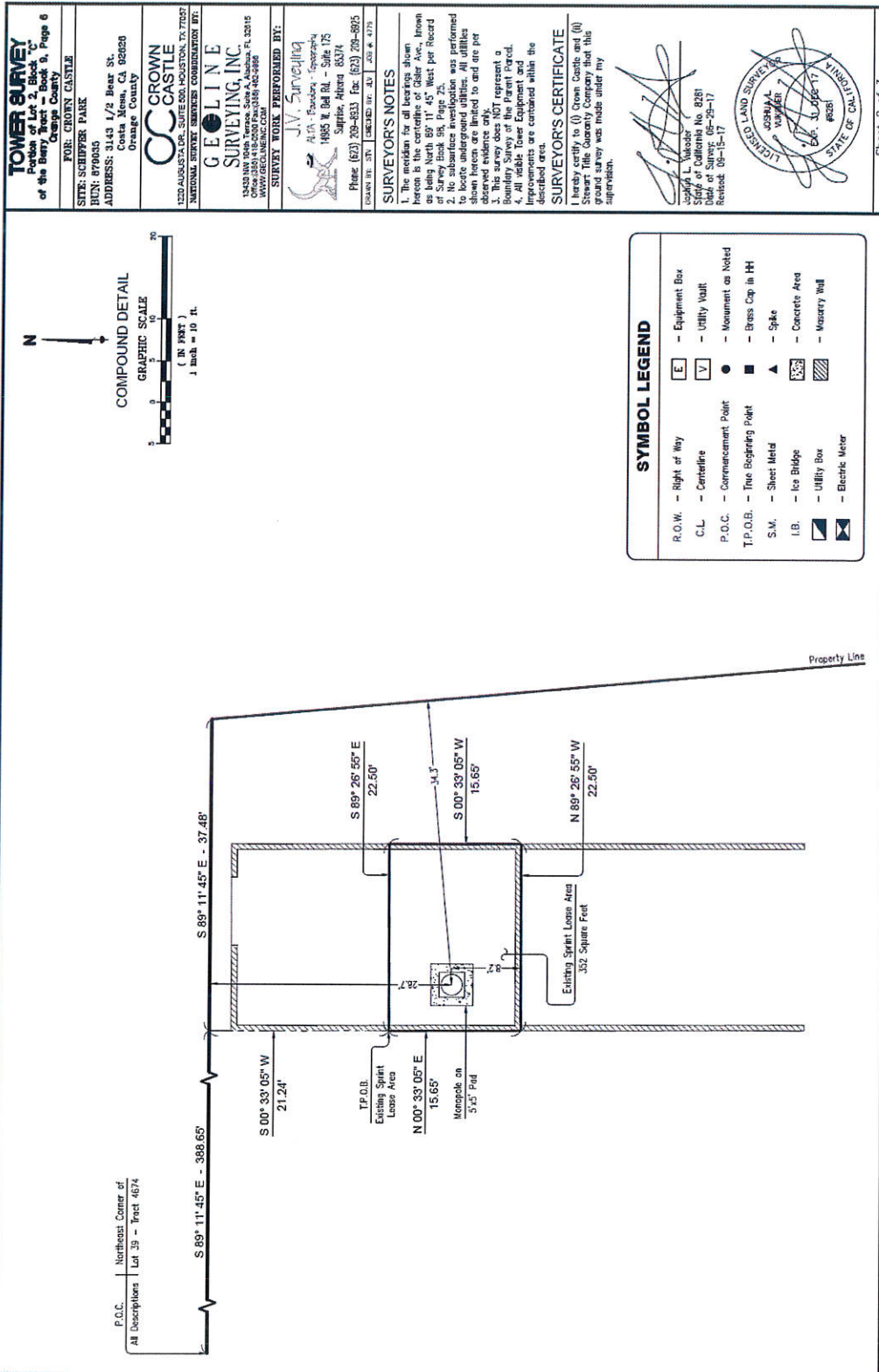
SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND BEING A PORTION OF LOT 2 IN BLOCK "C" OF THE BERRY TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 9, PAGE 6 OF MISCELLANEOUS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 39 OF TRACT NO. 4674, AS SHOWN ON A MAP RECORDED IN BOOK 223, PAGES 49-50; THENCE SOUTH 89° 11' 45" EAST, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF GISLER AVENUE, A DISTANCE OF 388.65' TO A POINT; THENCE SOUTH 00° 33' 05" WEST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.24' TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 26' 55" EAST, A DISTANCE OF 22.50' TO A POINT; THENCE SOUTH 00° 33' 05" WEST, A DISTANCE OF 15.65' TO A POINT; THENCE NORTH 89° 26' 55" WEST, A DISTANCE OF 22.50' TO A POINT; THENCE NORTH 00° 33' 05" EAST, A DISTANCE OF 15.65' TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.008 ACRES (352 SQUARE FEET) OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, ON, OVER, UNDER AND ACROSS THE LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.

[Survey Follows]





EXISTING SPRINT LEASE AREA DESCRIPTION

(As-Surveyed)
 SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND BEING A PORTION OF LOT 2 IN BLOCK "C" OF THE BERRY TRACT, AS SHOWN ON A MAP RECORDED IN BOOK B, PAGE 6 OF MISCELLANEOUS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 39 OF TRACT NO. 4674, AS SHOWN ON A MAP RECORDED IN BOOK 223, PAGES 49-50;
 THENCE SOUTH 89° 11' 45" EAST, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CHURCH AVENUE, A DISTANCE OF 386.65' TO A POINT;
 THENCE SOUTH 00° 33' 05" WEST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.24' TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 89° 26' 55" EAST, A DISTANCE OF 22.50' TO A POINT;
 THENCE SOUTH 00° 33' 05" WEST, A DISTANCE OF 15.65' TO A POINT;
 THENCE NORTH 89° 26' 55" WEST, A DISTANCE OF 22.50' TO A POINT;
 THENCE NORTH 00° 33' 05" EAST, A DISTANCE OF 15.65' TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.009 ACRES (392 SQUARE FEET) OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, ON, OVER, UNDER AND ACROSS THE LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARRING, VEHICULAR MAINTENANCE, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.


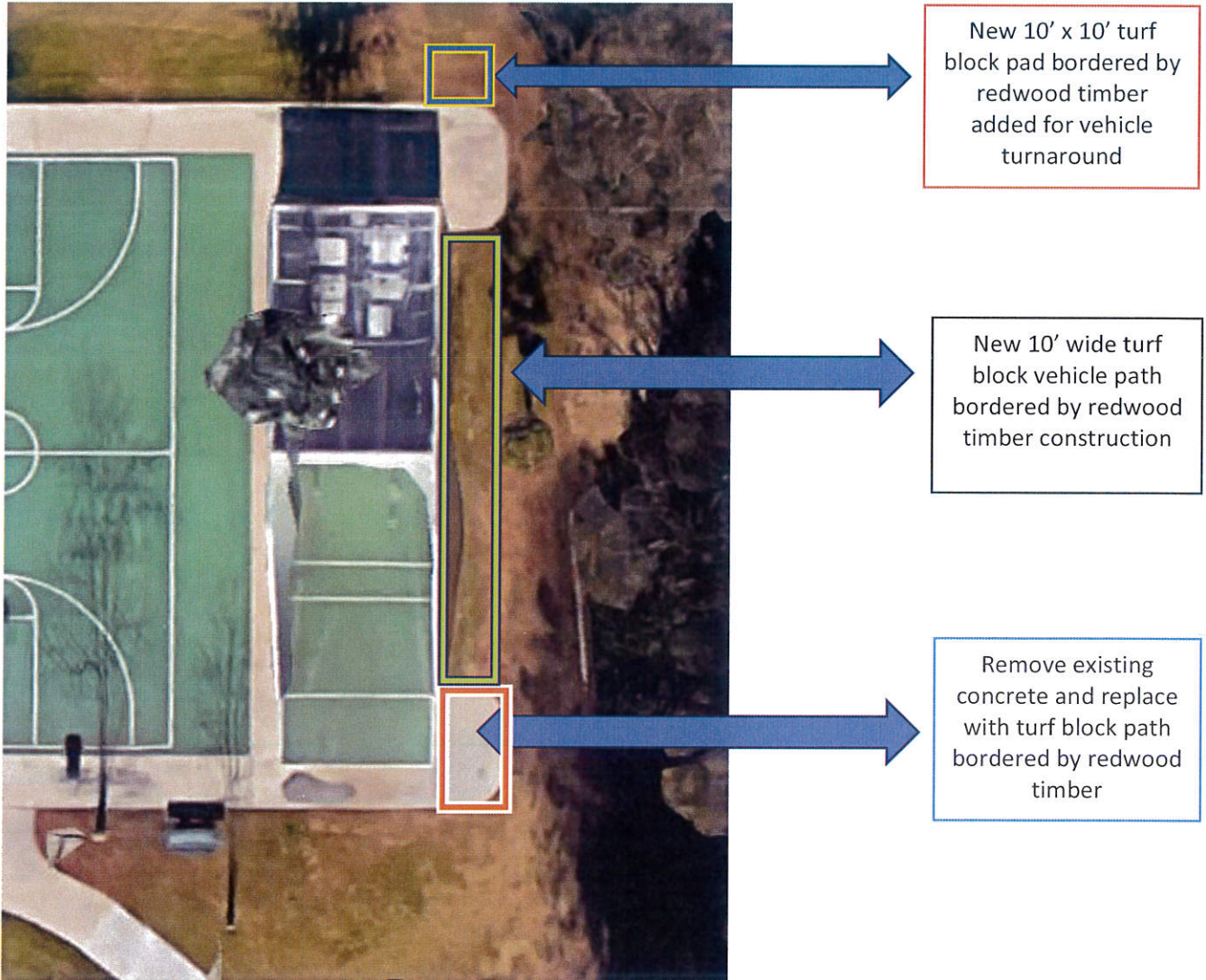
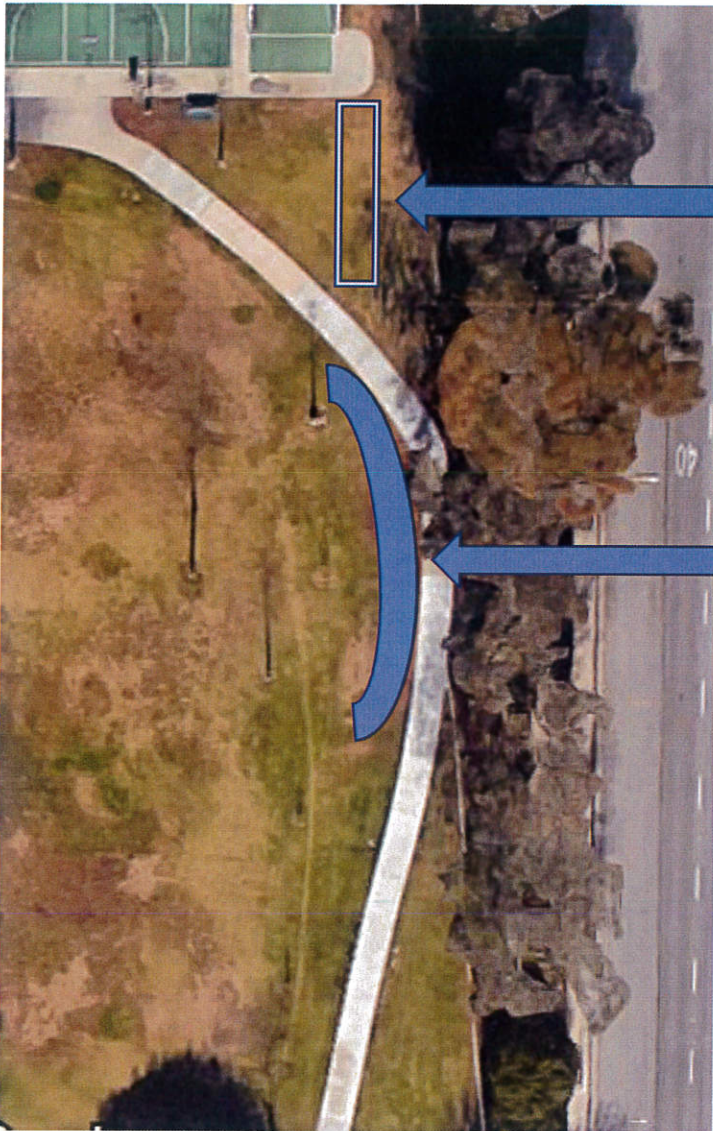
<p>TOWER SURVEY Portion of Lot 2, Block "C" of the Berry Tract - Book 9, Page 6 Orange County</p>	
<p>FOR: CROWN CASTLE SITE: SHIFFER PARK P.O.N. 879035 ADDRESS: 3143 1/2 Bear St. Costa Mesa, CA 92626 Orange County</p>	
<p>CROWN CASTLE 1220 AUGUSTA DR., SUITE 600, HOUSTON, TX 77057 NATIONAL SPRINT SERVICES CORPORATION DT. G E O L I N E SURVEYING, INC. 13405 W. 104th St., Suite 100 Overland Park, KS 66204 Phone: (913) 412-2000 Fax: (913) 432-2988 www.geolineinc.com</p>	
<p>SURVEY WORK PERFORMED BY: J.V. SURGUCHI R.A. - Frazee - Specialty 1485 W. 84th Rd. - Suite 175 Surprise, Arizona 85374 Phone: (623) 299-8333 Fax: (623) 299-8905 COMPANY DT. 57 LICENSED BY: 441 402 # 4773</p>	
<p>SURVEYOR'S NOTES 1. The mention for all bearings shown hereon is the center of Older Arc, known as Survey Book 58, Page 26, West per Record of Survey Book 58, Page 26. 2. No subsurface investigation was performed to locate underground utilities. All utilities shown hereon are limited to and are per the utility maps shown hereon. 3. This survey does NOT represent a Boundary Survey of the Parent Parcel. 4. All visible Tower Equipment and Improvements are contained within the identified area. SURVEYOR'S CERTIFICATE I hereby certify to (i) Crown Castle and (ii) Stewart Title Guaranty Company that this ground survey was made under my supervision.</p>	
<p>Joshua A. Wilcozer State of California No. 8281 Expiration of Survey: 06-29-17 Renewed: 05-15-17</p> 	

Exhibit A

(Scope of Work for Paving Project)





Build 10' wide turf block path bordered by redwood timber from existing concrete path to join new turf block installed at handball court

Add concrete to existing path for approximately 50' to make 10' width at this curve

** Not to scale, not representative of final size or placement**

Scope of work: New 10' x 10' turf block pad bordered by redwood timber added for vehicle turnaround; New 10' wide turf block vehicle path bordered by redwood timber construction; Remove existing concrete and replace with turf block path bordered by redwood timber; Build 10' wide turf block path bordered by redwood timber from existing concrete path to join new turf block installed at handball court; Add concrete to existing path for approximately 50' to make 10' width at this curve; Add concrete to existing path for approximately 25' distance to increase width of path at curve to 10'; Sawcut existing curb to 4" height to allow services vehicles to access the path.

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 418-052-65

**Prior recorded document(s) in Orange County, California:
Recorded on January 29, 2001 at #20010048975**

**MEMORANDUM OF FIRST AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT**

This Memorandum of First Amendment to Communications Site Lease Agreement is made effective this 17th day of January, 2018 by and between the CITY OF COSTA MESA, a municipal corporation, with a mailing address of 77 Fair Drive, Costa Mesa, California 92626 ("Lessor") and STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as "Lessee").

1. Lessor and Cox PCS Assets, L.L.C., a Delaware limited liability company ("Original Lessee") entered into a Communications Site Lease Agreement dated June 19, 2000 (the "Lease"), whereby Original Lessee leased certain real property, together with access and utility easements, located in Orange County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"). Lessor's Property, of which the Premises is a part, is more particularly described on Attachment 1-A attached hereto.

Site Name: Schiffer Park
Business Unit #: 879035

Documentary Transfer Tax \$ _____
____ Computed on full value of property
____ Computed on full value less liens and encumbrances remaining at time of sale
____ Computed on full value of lease surpassing the 35-year term limit _____
____ Computed on leased area of the property
____ Exempt-remaining lease term with renewal options is 35 years or less Thrifty v. County of Los Angeles (1989) 210 Cal.App.3d 881
_____ Signature of Declarant or agent

2. STC One LLC, which is registered in California as Tower Company One LLC, is currently the lessee under the Lease as successor in interest to Original Lessee.

3. The Premises may be used for the purpose of providing communication services through a monopine structure, including but not limited to the transmission and reception of radio communication signals on various frequencies and the right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility

4. The Lease had an initial term that commenced on September 8, 2000 and expired on September 7, 2005. The Lease provides for two (2) automatic extensions of five (5) years each, the first two (2) of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expired September 7, 2015.

5. A Memorandum of the Lease was recorded in Orange County, California, on January 29, 2001, as Instrument Number 20010048975 ("Original Memorandum"), whereby Attachment 1 to the Original Memorandum inadvertently included an inaccurate legal description of the Lessor's Property.

6. Lessor and Lessee have entered into a First Amendment to Communications Site Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for five (5) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on September 7, 2040.

7. Attachment 1 to the Original Memorandum is hereby amended by deleting the Attachment in its entirety and inserting Attachment 1-A attached hereto in its place. All references to the Lessor's Property in the Lease and Original Memorandum shall be deemed to refer to the property described in Attachment 1-A attached hereto.

8. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses

incidental thereto. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

9. In the event of any inconsistency between this Memorandum and the First Amendment, the First Amendment shall control.

10. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

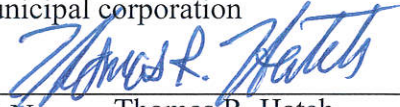
11. This Memorandum does not contain the social security number of any person.

12. A copy of the First Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:
CITY OF COSTA MESA,
a municipal corporation

By: 
Print Name: Thomas R. Hatch
Title: City Manager

[Acknowledgment Appears on Following Page]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ORANGE)

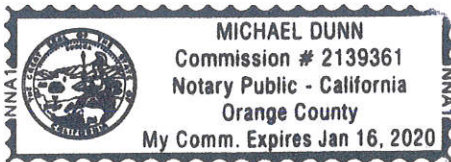
On 1/19/18 before me, MICHAEL DUNN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared THOMAS R. HATCH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

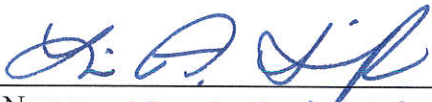
Other: _____

Signer Is Representing: _____

LESSEE:

STC ONE LLC,
a Delaware limited liability company,
registered in California as Tower Company
One LLC

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

By: 
Print Name: Lisa A. Sedgwick
Title: RET Manager

[Acknowledgment Appears on Following Page]

State of Texas

County of Harris

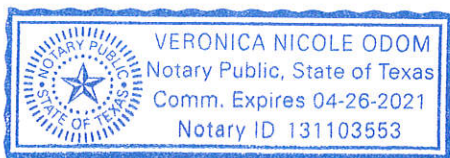
Before me, Veronica N Odom, a Notary Public, on this day personally appeared Lisa A Sedgwick, RET Manager of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact for **STC ONE LLC**, registered in California as Tower Company One LLC, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of January, 2018.

Veronica N. Odom

(Personalized Seal)

Notary Public's Signature



ATTACHMENT 1-A
(Legal Description of the Lessor's Property)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2, BLOCK 'C' OF THE BERRY TRACT, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 9, PAGES 6 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 39, TRACT NO. 4674, PER MAP THEREOF RECORDED IN BOOK 223, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA;

THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG THE EAST LINE OF SAID LOT 39 AND THE EAST LINE OF TRACT NO. 4674 A DISTANCE OF 520.00 FEET TO THE SOUTHEAST CORNER OF LOT 61 OF SAID TRACT NO. 4674; THENCE SOUTH 89 DEGREES 11' 45" EAST ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 61, A DISTANCE OF 260 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED TO CHARLES EDWARD VETTER AND RECORDED AUGUST 22, 1960 IN BOOK 5384, PAGE 356 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG THE WEST LINE OF SAID LAND TO VETTER AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 100.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 77 OF SAID TRACT NO. 4674; THENCE SOUTH 89 DEGREES 11 DEGREES 45" EAST ALONG SAID EASTERLY PROLONGATION A DISTANCE OF 264.00 FEET TO THE EAST LINE OF SAID LOT 2, BLOCK 'C' OF THE BERRY TRACT; THENCE NORTH 0 DEGREES 55' 29" EAST ALONG SAID EAST LINE A DISTANCE OF 650 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF GISLER AVENUE; THENCE NORTH 89 DEGREES 11' 45" WEST ALONG THE CENTERLINE OF SAID GISLER AVENUE A DISTANCE OF 530.56 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID TRACT NO. 4674; THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG SAID PROLONGATION A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN GISLER AVENUE.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT WITH THE NORTHERLY LINE OF THAT CERTAIN UNDESIGNATED STRIP OF LAND LYING NORTHERLY OF SAID LOT AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 11' 45" WEST A DISTANCE OF 107.20 FEET; THENCE SOUTH 4 DEGREES 55' 17" EAST A DISTANCE OF 723.87 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT; THENCE ALONG SAID PARALLEL LINE SOUTH 0 DEGREES 55' 29" WEST A DISTANCE OF 100.00 FEET; THENCE AT RIGHT ANGLES TO SAID PARALLEL LINE SOUTH 89 DEGREES 04' 31" EAST A DISTANCE OF 40.00 FEET TO SAID EASTERLY LINE; THENCE NORTH 0 DEGREES 55' 29" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 820.00 FEET TO THE POINT OF BEGINNING.