

FIRST AMENDMENT
TO
ANTENNA SITE LICENSE AGREEMENT

This First Amendment to Antenna Site License Agreement is made as of the ____ day of _____, 2020, between **NexTower Development Group II, LLC** a Delaware limited liability company (“Licensor”) and **Levy County**, a political subdivision of the State of Florida (“Licensee”) and

WITNESSETH:

WHEREAS, Licensee and NexTower Development Group, L.L.C., a Delaware Limited Liability Company (“Original Licensor”) entered into that certain Antenna Site License Agreement (Shirley Road, NXFL-151) dated September 10, 2019 (the “License Agreement”), whereby Licensee obtained a license to install equipment on a Tower located at Shirley Road and Highway-98, Inglis, Levy County, State of Florida, as described in the License Agreement and identified therein as the Site; and

WHEREAS, Original Licensor transferred and assigned all of its rights, title and interest in the License Agreement, and the Underlying Lease for the Site, and Licensor agreed to assume all of Original Licensor’s duties and obligations in the License Agreement and the Underlying Lease, pursuant to that certain Purchase and Sale Agreement, and related Bill of Sale and Assignment and Assumption Agreement, all between Original Licensor and Licensor and all dated September 3, 2019; and

WHEREAS, Ground Lessor under the Underlying Lease for the Site consented to the transfer of Original Licensor’s interest in the Underlying Lease to Licensor, and both such Ground Lessor and Licensee consented to amendments to such Underlying Lease pursuant to an Addendum to Option and Ground Lease Agreement dated February 7, 2020, as reflected in the Memorandum of Lease dated April 23, 2020, and recorded June 8, 2020, at Official Records Book 1538, Page 369, of the Official Records of Levy County, Florida; and

WHEREAS, Licensor and Licensee desire for Licensee to consent to the transfer of Original Licensor’s rights, title and interest in the License Agreement to Licensor, and Licensor’s assumption of Original Licensor’s duties and obligations under the License Agreement, and to amend and modify certain terms and conditions of the License Agreement;

NOW, THEREFORE, for and in consideration of ten and 00/100 (\$10.00) which is hereby acknowledged, Licensor and Licensee, intending to be legally bound, do hereby covenant and agree as follows:

1. Licensee hereby consents to and accepts the transfer of all of Original Licensor’s rights, title and interests in and to the License Agreement to Licensor, and the assumption by Licensor of all of Original Licensor’s duties and obligations under the License Agreement. Licensee also

hereby accepts Licensor as substitute licensor under the License Agreement as if Licensor were the original licensor thereunder.

2. Licensor acknowledges that it has accepted all of Original Licensor's rights, title and interest, and assumed all of Original Licensor's duties and obligations, in, to and under the License Agreement, and that it accepts all duties and obligations under the License Agreement as if it had been the original Licensor thereof. Licensor also acknowledges that it has accepted all of Original Licensor's rights, obligations and interests in and to the Underlying Lease, as amended, and that it will perform all of the obligations under the Underlying Lease, as amended, as if it were the original lessee thereunder.

3. Licensor and Licensee agree to amend Paragraph 2. Term of License to read: "The initial term of this Agreement shall commence on the earlier of the date that Licensee begins its equipment installation on the Site, or thirty (30) days after Licensor notifies Licensee that construction of the tower is complete (the "Commencement Date") and shall expire five (5) years from the Commencement Date. Once the actual Commencement Date is determined, Licensee and Licensor will confirm such date in writing.

4. Licensor and Licensee agree to amend Paragraph 3. Extension of Term, to read: Except as otherwise provided herein, this Agreement shall automatically be extended for five (5) successive periods of five (5) years each thereafter, without notice, unless Licensee shall have given the Licensor notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term. All references to the term of this Agreement shall include the term as it is extended as provided herein, unless the context indicates otherwise. Termination may not occur during the first five (5) year term.

5. Licensor and Licensee agree to amend Paragraph 24, Underlying Lease, by the addition of the following subparagraph (c) to such Paragraph 24:

(c) In the event the term of the Underlying Lease, as the same may be amended, or any extension of such term, expires or will expire without renewal during the initial term or any extension term of this Agreement, Licensor will provide Licensee with sixty (60) days' notice prior to such expiration of the Underlying Lease. In the event of such expiration of the Underlying Lease, Licensee will have the right to terminate this Agreement effective prior to or upon the expiration of the Underlying Lease with no further obligation to Licensor other than obligations related to removal of Licensee's equipment on the Tower.

6. Capitalized Terms. All capitalized words and phrases used herein shall have the same meanings ascribed to them in the License Agreement.

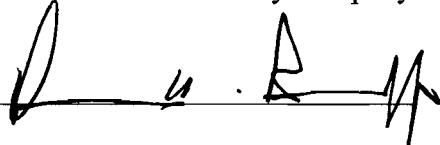
7. Limitation. Except as amended herein, the License Agreement has not been otherwise amended and remains in full force and effect.

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IN WITNESS WHEREOF, Lessee and Lessor have caused this instrument to be duly executed as of the date set forth above by their duly authorized officers or representatives.

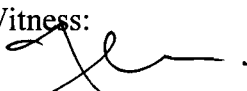
LICENSOR

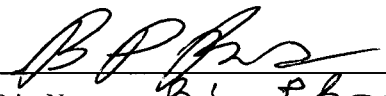
NexTower Development Group II, LLC
a Delaware limited liability company

By: 

Print Name: David H. Boeff

Title: President, CEO

Witness: 
Print Name: Joel Rungstrom


Print Name: Brian P. Broering

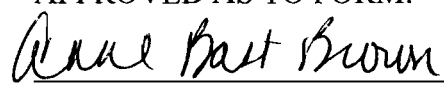
LICENSEE

Levy County Board of County Commissioners
a political subdivision of the State of Florida

Matthew Brooks, Chair

ATTEST:

Danny J. Shipp, Clerk

APPROVED AS TO FORM:

Anne Bast Brown, County Attorney

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