

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between CITY OF HARTSVILLE, a municipal corporation, with its principal offices located at 100 East Carolina Avenue, Hartsville, South Carolina hereinafter designated “**Lessor**”, and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) hereinafter designated “**Lessee**”.

WHEREAS, Lessor and Lessee entered into a Water Tower Lease Agreement dated July 15, 2016 (hereinafter, referred to as the “**Agreement**”), whereby Lessor leases to Lessee certain Premises, therein described, that are a portion of the Property located at 221 Poole Street, Hartsville, South Carolina 29551; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to adjust the rent (as defined below) in conjunction with the modifications to Lessee's equipment permitted herein; and

WHEREAS, Except, as expressly modified herein, the terms and provisions of the Agreement shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. Rent. Commencing on the earlier to occur of: (i) the first day of the month in which Lessee commences modification of its equipment on the Premises; or (ii) July 1, 2018; the annual rent payable under the Agreement shall increase by \$1,200.00 per year. The rent increase payment for any partial lease year shall be pro-rated based on the number of months remaining in the applicable lease year.

2. Equipment Modifications. At its sole cost and expense, Lessee shall have the right to modify its equipment on the Premises as described and depicted in Exhibit "B-1", which is attached hereto and incorporated herein by this reference. Exhibit “B” to the Agreement is hereby deleted and replaced by Exhibit “B-1”.

3. Other Terms and Conditions Remain. Capitalized terms used in this Amendment shall have the same meaning defined for them in the Agreement unless otherwise indicated herein. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Lessor and Lessee reinstate ratify and affirm the terms of the Agreement and further agree that the Agreement is in full force and effect, and neither Lessor nor Lessee is in default under the Agreement as of the Effective Date. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

LESSOR:

LESSEE:

CITY OF HARTSVILLE

**CELLCO PARTNERSHIP d/b/a
Verizon Wireless**

By: _____

By: _____

Name: Natalie M. Zeigler

Name: Niraj Patel

Title: City Manager

Title: Director - Network Field Engineering

Date: _____

Date: _____

Attested By: _____

Attested By: _____

EXHIBIT "B-1"

LESSEE'S TOWER MOUNTED EQUIPMENT

Equipment to be mounted to corral with a centerline of 135 feet:

Six (6) Andrew HBXX-6517DS-A2M antennas

Six (6) CSS X7C-FRO-860-VR4 antennas

Two (2) Raycap RRFDC-3315-PF-48 surge suppressors

Three (3) Ericsson Radio 4449 remote radio modules

Three (3) Ericsson Radio 8843 remote radio modules

Twelve (12) lines of 1-5/8" coax

Two (2) lines of 1-5/8" hybrid fiber