

## **FOURTH AMENDMENT TO LICENSE AGREEMENT**

This Fourth Amendment to License Agreement (“Fourth Amendment”) is dated as of the latter of the signature dates, below, and is by and between **The City of Hartsville, South Carolina** (“Licensor”) and **T-Mobile South LLC**, a Delaware limited liability company, as successor in interest to SunCom Wireless Property Company, LLC (“Licensee”).

WHEREAS, Licensor and Licensee are parties to that certain License Agreement dated June 19, 2002 (the “Agreement”), whereby Licensor leases to Licensee certain Premises, with the right to operate certain Antenna Facilities therein, on a portion of the Site located at the water tower (the “Tower”) on Poole Street, all as more particularly described in the Agreement; and

WHEREAS, the final expiration of the Agreement is scheduled to occur on August 29, 2027 and the parties desire to extend the term of the Agreement by adding additional Renewal Terms.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. The Agreement is hereby amended so that at the end of the current Renewal Terms under the Agreement, Licensee shall have the right to four (4) additional five (5) year Renewal Terms such that, should Licensor utilize all of the new additional Renewal Terms, the final expiration of the Agreement shall be August 29, 2047. Each new additional Renewal Term shall be under the same terms and conditions as the Agreement.

2. Licensee shall also pay Licensor, within thirty (30) days after the execution of this Amendment, Forty Thousand and No/100 Dollars (\$40,000.00) as a one-time payment for renewing the Agreement for an extension of twenty (20) years.

3. Except as modified herein, the Agreement remains in full force and affect. All capitalized words and phrases not herein defined shall carry the same definition as found in the Agreement. In the event of a contradiction or discrepancy between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment shall govern and control.

***Remainder of Page Intentionally Blank  
Signature Page to Follow***

IN WITNESS WHEREOF, Licensor and Licensee have executed this Second Amendment as of the latter of the signature dates, below, intending to be legally bound thereby.

**LICENSOR:**

**LICENSEE:**

**The City of Hartsville**

**T-Mobile South LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_