



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

1 sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

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

5 2. Premises Location. The first paragraph of Section 1 of the Lease,  
6 and only that paragraph, is hereby deleted and the following is inserted in its place:

7 Lessor hereby leases to Lessee and Lessee hereby accepts "as is" and  
8 leases from Lessor an area of approximately one thousand two hundred  
9 three (1,203) square feet substantially as shown on Exhibit "A" attached  
10 hereto and incorporated by this reference ("Premises"). The Premises are  
11 situated within a portion of that certain real property owned by Lessor which  
12 is commonly known as 901 West Willow Avenue, Long Beach, California,  
13 as shown on Exhibit "A" and described on Exhibit "A-1", attached and  
14 incorporated by reference.

15 3. Descriptions. Exhibit "A" of this Second Amendment hereby  
16 replaces Exhibit "A" of the Lease and Exhibit "A-1" of this Second Amendment hereby  
17 replaces "A-1" of the Lease.

18 4. Term. Section 2 of the Lease is hereby deleted in its entirety and the  
19 following is inserted in its place:

20 The term of this Lease shall commence at midnight on October 1, 2001,  
21 and shall terminate at 11:59 p.m. on September 30, 2021, unless sooner  
22 terminated as provided herein. The anniversary date of this Lease shall be  
23 October 1. Lessor shall have the right to terminate this Lease, without  
24 penalty, by giving Lessee sixty (60) days prior notice if the Premises are  
25 required for storm drains or purposes related to storm drainage. Provided  
26 that Lessor has no need for the Premises and provided that Lessee is not in  
27 default at the time that Lessee gives notice of its desire to extend the term,  
28 Lessee shall have an option to extend the term for two (2) separate,

1 consecutive periods of five (5) years each (each a "Renewal Term") by  
2 giving to Lessor, at least ninety (90) days prior to the expiration of the term,  
3 notice that Lessee is exercising its option to extend. Lessor may cancel the  
4 exercise of Lessee's option (even after Lessee has exercised its option) if  
5 Lessee defaults and fails to cure such default prior to the commencement of  
6 an extended term.

7 5. Rent. Beginning on October 1, 2015, the monthly Base Rent shall  
8 be One Thousand Eight Hundred Dollars and 00/100 (\$1,800.00) per month, and the  
9 annual Base Rent escalation shall be three percent (3%) applicable to the then-current  
10 Base Rent, effective on each anniversary date. Such Base Rent escalation shall replace  
11 any Base Rent escalation currently in the Lease, including the Base Rent escalation in  
12 Section 3.B. of the Lease.

13 6. Consideration. Lessee will pay to Lessor a one-time amount of  
14 Twenty-Five Thousand and No/100 Dollars (\$25,000.00) for the full execution of this  
15 Second Amendment, within sixty (60) days of the full execution of this Second  
16 Amendment (the "Conditional Signing Bonus"). In addition, Lessee shall pay to Lessor  
17 an annual fee of Twenty-Four Thousand Six Hundred and No/100 Dollars (\$24,600.00)  
18 for each of five (5) successive years ("Annual Fee"). The first Annual Fee will be due on  
19 October 1, 2016 and will continue annually thereafter so that the final Annual Fee will be  
20 due on October 1, 2020. Promptly after full execution of this Second Amendment,  
21 Lessee shall, at its own cost, cause approximately One Thousand Five Hundred and  
22 No/100 Dollars (\$1,500.00) worth of landscape improvements to be completed to the  
23 Premises, in form and substance reasonably acceptable to Lessor ("Landscape  
24 Improvements"). In the event that this Second Amendment (and any applicable  
25 memorandum) is not fully executed by both Lessor and Lessee for any reason, Lessee  
26 shall have no obligation to pay the Conditional Signing Bonus or Annual Fees to Lessor,  
27 nor complete the Landscape Improvements.

28 7. Revenue Share. If, after full execution of this Second Amendment,

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1 Lessee enters into any future sublease or license with an unaffiliated Broadband Tenant  
2 not already a subtenant on the Premises (each a "Future Broadband Sublease"), Lessee  
3 will pay to Lessor, for each Future Broadband Sublease, forty percent (40%) of the rental,  
4 license or similar payments actually received by Lessee from such Future Broadband  
5 Sublease (excluding reimbursement of taxes, construction costs, installation costs,  
6 revenue share reimbursement or other expenses incurred by Lessee) ("Future  
7 Broadband Sublease Fee") within thirty (30) days after receipt of said payments by  
8 Lessee. If any Future Broadband Sublease expires or terminates for any reason, Lessee  
9 shall no longer be obligated to pay a Future Broadband Sublease Fee for such Future  
10 Broadband Sublease. Lessee shall have no obligation for payment to Lessor of a Future  
11 Broadband Sublease Fee if not actually received by Lessee. Non-payment of such  
12 rental, license or other similar payment by a sublessee, licensee or other occupant shall  
13 not be a default under the Lease. Notwithstanding anything in this Section to the  
14 contrary, Lessor shall not be entitled to a Future Broadband Sublease Fee for any  
15 sublease or license to any subtenant of Lessee or any successors and/or assignees of  
16 such subtenant who commenced use of the Premises or executed a sublease or license  
17 prior to the effective date of this Second Amendment. As used herein, "Broadband  
18 Tenant" shall mean any subtenant which is a Commercial Mobile Radio Service  
19 ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged primarily in the business of  
20 providing wireless telephony services to its customers.

21           8.     Option Land. As further consideration to Lessee for entering into this  
22 Second Amendment, during the term of the Lease, Lessee shall have an irrevocable  
23 option ("Option") to lease up to a maximum of five hundred (500) square feet of real  
24 property adjacent to the existing Premises at a location to be mutually agreed upon by  
25 the parties, and further clarified by a survey paid for by Lessee ("Additional Lease  
26 Premises") on the same terms and conditions set forth in the Lease, except as otherwise  
27 provided herein. In addition to the rent currently paid by Lessee to Lessor pursuant to the  
28 Lease, and as additional consideration for the right to exclusively use and lease the

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1 Additional Lease Premises, Lessee will pay additional rent ("Additional Rent") as set forth  
2 below:

3 1. If Lessee leases, subleases, licenses or grants a similar right of use  
4 or occupancy in the Additional Lease Premises to an unaffiliated third party  
5 (each a "Future Subtenant"), Lessee shall pay to Lessor an amount equal  
6 to forty percent (40%) of the net revenue derived from the rental, license or  
7 similar payments actually collected by Lessee arising from Lessee's use of  
8 the Additional Lease Premises ("Net Revenue Share"). Net Revenue Share  
9 shall be due and payable within thirty (30) days after receipt of said  
10 payments by Lessee and shall be determined by multiplying the sum of all  
11 rental, license or similar payments actually collected by Lessee pertaining  
12 to its use of the Additional Lease Premises by the percentage stated above.  
13 Lessee shall have no obligation for payment to Lessor of Net Revenue  
14 Share for any amounts not actually collected by Lessee. Non-payment by a  
15 Future Subtenant of any rental, license or other similar payments shall not  
16 be an event of default under the Lease.

17 2. If Lessee subleases, licenses or grants a similar right of use or  
18 occupancy in the Additional Lease Premises to any subtenant which  
19 already uses the Premises at the time the Option is exercised, or if Lessee  
20 utilizes a portion of the Additional Lease Premises for its own equipment  
21 (each an "Existing Subtenant"), then Lessee shall pay to Lessor monthly  
22 rent (partial months pro-rated), to be calculated, due and payable under the  
23 same terms as rent then-currently payable under the Lease, in an amount  
24 equal to the pro-rated price per square foot for the amount of actual space  
25 used or occupied within the Additional Lease Premises by any Existing  
26 Subtenant.

27 9. Notices. Lessee's notice address as stated in the Lease is amended

28 as follows:

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1 LESSEE'S PRIMARY CONTACT:

2 NCWPCS MPL 29 - Year Sites Tower Holdings LLC

3 c/o Crown Castle USA Inc.

4 Attn: Legal Department

5 2000 Corporate Drive

6 Canonsburg, PA 15317

7 10. IRS Form W-9. Lessor agrees to provide Lessee with a completed  
8 IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such  
9 other times as may be reasonably requested by Lessee. In the event Lessor's interest in  
10 the Property is transferred, the succeeding lessor shall have a duty at the time of such  
11 transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other  
12 related paper work to effect a transfer in the rent to the new lessor. Lessor's failure to  
13 provide the IRS Form W-9 within thirty (30) days shall entitle Lessee to take any  
14 reasonable action necessary to comply with IRS regulations including, but not limited to,  
15 withholding applicable taxes from rent payments.

16 11. Governmental Approvals. If requested by Lessee, Lessor will  
17 execute, at Lessee's sole cost and expense, all documents required by any governmental  
18 authority in connection with any development of, or construction on, the Premises,  
19 including documents necessary to petition the appropriate public bodies for certificates,  
20 permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute  
21 discretion to utilize the Premises for the purpose of constructing, maintaining and  
22 operating communications facilities, including without limitation, tower structures, antenna  
23 support structures, cabinets, meter boards, buildings, antennas, cables, equipment and  
24 uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee.  
25 Lessor shall be entitled to no further consideration with respect to any of the foregoing  
26 matters. Lessee acknowledges that Lessor is executing this Second Amendment in its  
27 proprietary capacity as landowner only, and that execution of this Second Amendment  
28 does not obligate Lessor, acting in its regulatory capacity, to agree or approve of any

1 development of, or construction on, the Premises.

2 12. Ratification.

3 A. Lessor and Lessee agree that Lessee is the current lessee  
4 under the Lease; the Lease is in full force and effect, as amended herein; and the  
5 Lease, as amended, contains the entire agreement between Lessor and Lessee  
6 with respect to the Premises.

7 B. Lessor agrees that any and all actions or inactions that have  
8 occurred or should have occurred prior to the date of this Second Amendment are  
9 approved and ratified and that no breaches or defaults exist as of the date of this  
10 Second Amendment.

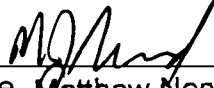
11 C. Lessor represents and warrants that Lessor is duly authorized  
12 and has the full power, right and authority to enter into this Second Amendment  
13 and to perform all of its obligations under the Lease as amended.

14 13. Remainder of Lease Unaffected. The parties hereto acknowledge  
15 that except as expressly modified hereby, the Lease remains unmodified and in full force  
16 and effect. In the event of any conflict or inconsistency between the terms of this Second  
17 Amendment and Lease, or between the terms of this Second Amendment and any prior  
18 amendment, the terms of this Second Amendment shall control. This Second  
19 Amendment may be executed simultaneously or in counterparts, each of which shall be  
20 deemed an original, but all of which together shall constitute one and the same  
21 agreement.

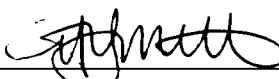
1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 NCWPCS MPL 29 - YEAR SITES TOWER  
4 HOLDINGS LLC, a Delaware limited  
5 liability company, by and through CCATT  
6 LLC, a Delaware limited liability company

6 February 19, 2016

By   
7 Name Matthew Norwood  
8 Title Real Estate Transaction Manager

8 February 19, 2016

By   
9 Name Helen Smith  
10 Title Real Estate Transaction Manager

11 "Lessee"

12 CITY OF LONG BEACH, a municipal  
13 corporation

13 April 6, 2016

By   
14 **Assistant City Manager**  
15 City Manager

16 "Lessor"

EXECUTED PURSUANT  
17 TO SECTION 301 OF  
18 THE CITY CHARTER.

19 This Second Amendment to Lease No. 33631 is approved as to form on

20 February 24, 2016.

21 CHARLES PARKIN, City Attorney

22 By   
23 Deputy

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25 CHARLES PARKIN, City Attorney  
26 333 West Ocean Boulevard, 11th Floor  
27 Long Beach, CA 90802-4664  
28



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**EXHIBIT A**

Description of the Premises

**TOWER LEASE AREA DESCRIPTION (As-Surveyed)**

A PORTION OF LOTS 14 AND 15 IN BLOCK "G" OF PICO HEIGHTS, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MAG NAIL AT THE CENTERLINE INTERSECTION OF DE FOREST AVENUE AND 26TH WAY;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF 26TH WAY, A DISTANCE OF 24.13 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, LEAVING SAID CENTERLINE OF 26TH WAY, A DISTANCE OF 65.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF 14.50 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 57 MINUTES 43 SECONDS WEST, A DISTANCE OF 9.50 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 57 MINUTES 43 SECONDS WEST, A DISTANCE OF 9.50 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF 20.50 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 57 MINUTES 43 SECONDS WEST, A DISTANCE OF 22.00 FEET TO A POINT;

THENCE NORTH 89 DEGREES 02 MINUTES 17 SECONDS WEST, A DISTANCE OF

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1 40.00 FEET TO A POINT;  
2 THENCE NORTH 00 DEGREES 57 MINUTES 43 SECONDS EAST, A DISTANCE OF  
3 41.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.028 ACRES  
4 (1,203 SQUARE FEET) OF LAND MORE OR LESS.

5

6 **ACCESS EASEMENT DESCRIPTION** (As-Surveyed)

7 A PORTION OF LOTS 14 AND 15 IN BLOCK "G" OF PICO HEIGHTS, IN THE CITY OF  
8 LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP  
9 RECORDED IN BOOK 12, PAGE 4 OF MAPS, IN THE OFFICE OF THE COUNTY  
10 RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS  
11 FOLLOWS:

12 COMMENCING AT A FOUND MAG NAIL AT THE CENTERLINE INTERSECTION OF  
13 DE FOREST AVENUE AND 26TH WAY;

14 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE  
15 CENTERLINE OF 26TH WAY, A DISTANCE OF 24.13 FEET TO A POINT;

16 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, LEAVING SAID  
17 CENTERLINE OF 26TH WAY, A DISTANCE OF 65.65 FEET TO A POINT;

18 THENCE SOUTH 00 DEGREES 57 MINUTES 43 SECONDS WEST, A DISTANCE OF  
19 10.22 FEET TO THE TRUE POINT OF BEGINNING;

20 THENCE CONTINUING SOUTH 00 DEGREES 57 MINUTES 43 SECONDS WEST, A  
21 DISTANCE OF 20.00 FEET TO A POINT;

22 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF  
23 3.62 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF DE FOREST  
24 AVENUE;

25 THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID  
26 RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT;

27 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, LEAVING SAID  
28 RIGHT OF WAY LINE, A DISTANCE OF 3.96 FEET TO THE TRUE POINT OF

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1 BEGINNING AND CONTAINING 0.002 ACRES (76 SQUARE FEET) OF LAND MORE  
2 OR LESS.

3  
4 **UTILITY EASEMENT DESCRIPTION (As-Surveyed)**

5 A PORTION OF LOTS 14 AND 15 IN BLOCK "G" OF PICO HEIGHTS, IN THE CITY OF  
6 LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP  
7 RECORDED IN BOOK 12, PAGE 4 OF MAPS, IN THE OFFICE OF THE COUNTY  
8 RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS  
9 FOLLOWS:

10 COMMENCING AT A FOUND MAG NAIL AT THE CENTERLINE INTERSECTION OF  
11 DE FOREST AVENUE AND 26TH WAY;

12 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE  
13 CENTERLINE OF 26TH WAY, A DISTANCE OF 24.13 FEET TO A POINT;

14 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, LEAVING SAID  
15 CENTERLINE OF 26TH WAY, A DISTANCE OF 65.65 FEET TO A POINT;

16 THENCE SOUTH 00 DEGREES 57 MINUTES 43 SECONDS WEST, A DISTANCE OF  
17 41.00 FEET TO A POINT;

18 THENCE SOUTH 89 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF  
19 40.00 FEET TO A POINT;

20 THENCE NORTH 00 DEGREES 57 MINUTES 43 SECONDS EAST, A DISTANCE OF  
21 10.55 FEET TO THE TRUE POINT OF BEGINNING;

22 THENCE CONTINUING NORTH 00 DEGREES 57 MINUTES 43 SECONDS EAST, A  
23 DISTANCE OF 5.00 FEET TO A POINT;

24 THENCE SOUTH 89 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF  
25 17.00 FEET TO A POINT;

26 THENCE SOUTH 00 DEGREES 57 MINUTES 43 SECONDS WEST, A DISTANCE OF  
27 5.00 FEET TO A POINT;

28 THENCE NORTH 89 DEGREES 02 MINUTES 17 SECONDS WEST, A DISTANCE OF

1 17.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.002 ACRES  
2 (85 SQUARE FEET) OF LAND MORE OR LESS.

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**TOWER SURVEY**  
 Portion of Lots 14 through 17  
 Block 0 - Map Book 12, Page 4  
 Los Angeles County

9028 CROWN CASTLE  
 BCR'S 844063  
 ADDRESS: 1700 W. Willow St.  
 Long Beach, CA 90810  
 Los Angeles County

**CROWN CASTLE**  
 SURVEYING, INC.  
 1700 W. Willow Street, Suite 2, Long Beach, CA 90802  
 (562) 595-1111

**GEOLINE**  
 SURVEYING, INC.  
 1700 W. Willow Street, Suite 2, Long Beach, CA 90802  
 (562) 595-1111

**DEFORESTAVE**  
 (Not With Public R.O.B. - Assessor)

**SURVEYOR'S NOTES**  
 1. The location for all bearings given herein is the intersection of Willow Ave North as being N 30° 57' 45" W - 40.00' to the center line of the Fwy, 1700 W Willow St. No adjustment for curvature was permitted.  
 2. No adjustment for refraction was permitted.  
 3. All bearings and distances are as shown on the plan.  
 4. All distances are in feet and are not rounded.  
 5. All bearings are in degrees, minutes and seconds.  
 6. All distances are in feet and are not rounded.  
 7. All distances are in feet and are not rounded.  
 8. All distances are in feet and are not rounded.  
 9. All distances are in feet and are not rounded.  
 10. All distances are in feet and are not rounded.

**SURVEYOR'S CERTIFICATE**  
 I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of California and that I am the duly Licensed Professional Surveyor who has prepared and verified the foregoing map and that the same is a true and correct copy of the original survey on which it is based.

DATE: 11/15/11  
 SIGNATURE: [Signature]

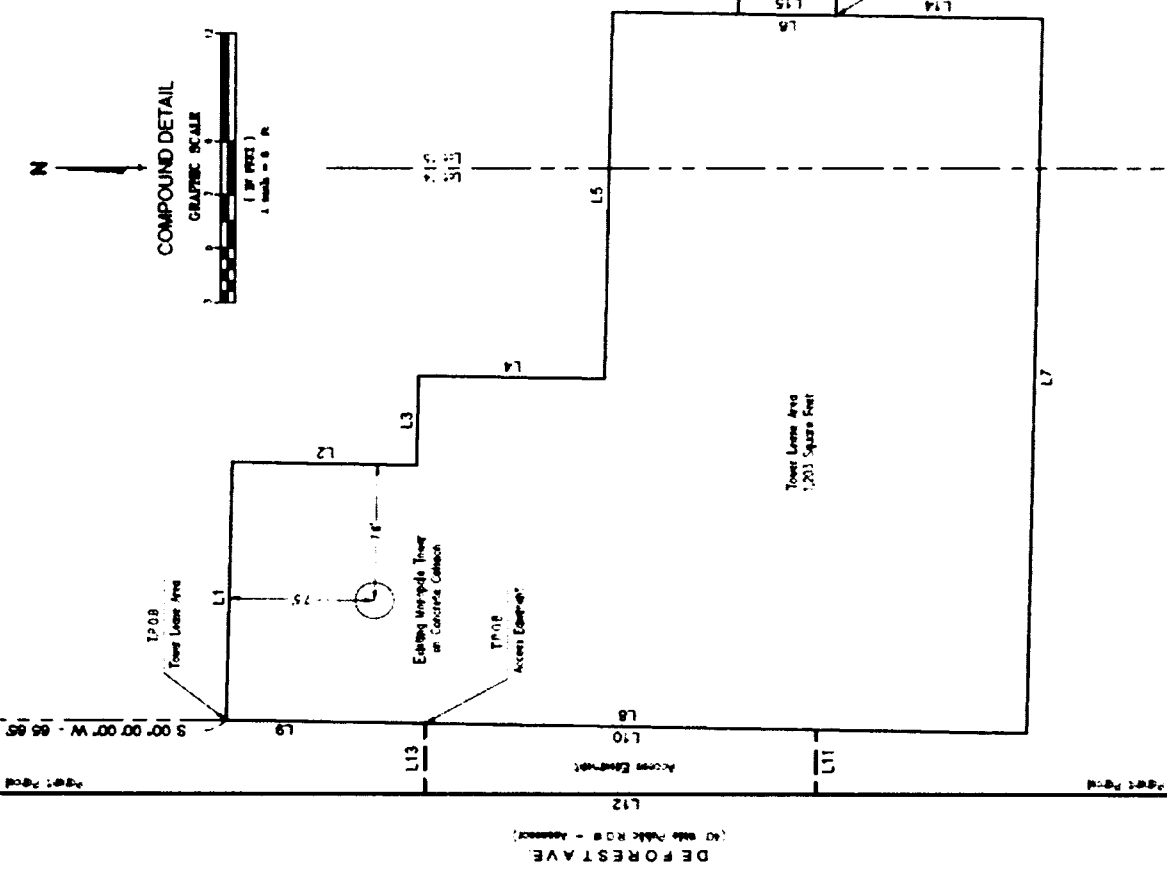
Line	Bearing	Length
L1	S 00° 57' 45" W	41.00'
L2	S 00° 57' 45" W	40.00'
L3	S 00° 57' 45" W	40.00'
L4	S 00° 57' 45" W	40.00'
L5	S 00° 57' 45" W	40.00'
L6	S 00° 57' 45" W	40.00'
L7	S 00° 57' 45" W	40.00'
L8	S 00° 57' 45" W	40.00'

Line	Bearing	Length
L1	S 00° 57' 45" W	10.22'
L2	S 00° 57' 45" W	20.00'
L3	S 00° 57' 45" W	10.00'
L4	S 00° 57' 45" W	20.00'
L5	S 00° 57' 45" W	10.00'
L6	S 00° 57' 45" W	20.00'
L7	S 00° 57' 45" W	10.00'
L8	S 00° 57' 45" W	20.00'

Line	Bearing	Length
L1	S 00° 57' 45" W	11.50'
L2	S 00° 57' 45" W	9.50'
L3	S 00° 57' 45" W	5.50'
L4	S 00° 57' 45" W	9.50'
L5	S 00° 57' 45" W	20.50'
L6	S 00° 57' 45" W	22.00'
L7	S 00° 57' 45" W	40.00'
L8	S 00° 57' 45" W	41.00'



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EXHIBIT A-1

Description of the Property

SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

TRACT ONE:

THE NORTH 110 FEET OF LOT 17 IN BLOCK "G" OF PICO HEIGHTS TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 4, OF MAPS.

TRACT TWO:

LOTS 15 AND 16 IN BLOCK "G" OF PICO HEIGHTS IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 4 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT THREE:

LOT 14 OF BLOCK "G" OF PICO HEIGHTS, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**WHEN RECORDED RETURN TO:**

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

Space above this line for Recorder's Use

**A.P.N. 7201-027-910**

**MEMORANDUM OF  
SECOND AMENDMENT TO LEASE**

This Memorandum of Second Amendment to Lease is made effective this 4<sup>th</sup> day of April, 2016, by and between CITY OF LONG BEACH ("Lessor") and NCWPCS MPL 29 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (hereinafter referred to as "Lessee").

1. The Board of Commissioners of the City of Long Beach ("Original Lessor") and AB Cellular LA, LLC ("Original Lessee") entered into a Lease dated March 3, 2003 ("Lease"), whereby Original Lessee leased certain real property, together with access and utility easements, located in Los Angeles County, California from Original Lessor (the "Premises"), all located within certain real property owned by Original Lessor (the "Property"). The Property, of which the Premises are a part, is more particularly described in Exhibit A attached hereto.

2. Original Lessor and New Cingular Wireless PCS, LLC, successor in interest to Original Lessee, entered into that certain First Amendment to Lease dated October 1, 2006 ("First Amendment").

3. NCWPCS MPL 29 - Year Sites Tower Holdings LLC is currently the lessee under the Lease, as ultimate successor in interest to Original Lessee.



4. City of Long Beach is currently the lessor under the Lease as ultimate successor in interest to Original Lessor.

5. The Lease, as amended had an initial term that commenced on October 1, 2001, and expired on September 30, 2011. The Lease provides for one (1) extension of five (5) years. According to the Lease, the extension expires September 30, 2016.

6. Lessor and Lessee have entered into a Second Amendment to Lease, of which this is a Memorandum, providing for three (3) additional Renewal Terms of five (5) years each. Pursuant to the Second Amendment, the final Renewal Term expires on September 30, 2031.

7. During the term of the Lease, Lessee shall have an irrevocable option ("Option") to lease up to a maximum of five hundred (500) square feet of real property adjacent to the Premises at a location to be determined at Lessee's sole discretion ("Additional Lease Area").

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.

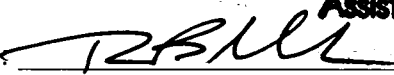
9. In the event of any inconsistency between this Memorandum and the Second Amendment, the Second Amendment shall control.

10. The terms, covenants and provisions of the Second 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 Second Amendment is on file with Lessor and Lessee.

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

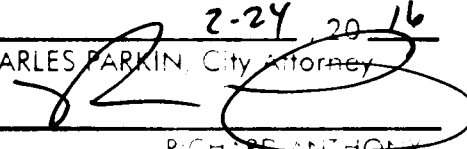
**LESSOR:**  
CITY OF LONG BEACH

By:  **Assistant City Manager**  
Print Name: Thomas B. Modica  
Title: Assistant City Manager

*[Acknowledgment Appears on Following Page]*

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

APPROVED AS TO FORM

2-24 20 16  
CHARLES PARKIN, City Attorney  
By:   
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

# ACKNOWLEDGMENT

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 Los Angeles

On 4/6/16 before me, Beverly Gail Nieves  
(insert name and title of the officer)

personally appeared Thomas B. Modica,  
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 Beverly Gail Nieves (Seal)



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 )  
 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

*See attached*

(Seal)

[Lessee Execution Pages Follow]

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

**LESSEE:**  
NCWPCS MPL 29 - Year Sites Tower Holdings LLC,  
a Delaware limited liability company

By: CCATT,  
a Delaware limited liability company  
Its: Attorney In Fact

By: *Matthew Norwood*  
Print Name: Matthew Norwood  
Title: Real Estate Transaction Manager

State of Texas  
County of Harris Texas TC

Before me, Traci T Chenevert, a Notary Public, on this day personally appeared Matthew Norwood, RET Manager of **CCATT LLC**, a Delaware limited liability company, as attorney in fact for **NCWPCS MPL 29 - Year Sites Tower Holdings 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 19<sup>th</sup> day of February, 2016.



(Personalized Seal)

*Traci T Chenevert*  
Notary Public's Signature

**EXHIBIT A**

Legal Description of the Property

SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

TRACT ONE:

THE NORTH 110 FEET OF LOT 17 IN BLOCK "G" OF PICO HEIGHTS TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 4, OF MAPS.

TRACT TWO:

LOTS 15 AND 16 IN BLOCK "G" OF PICO HEIGHTS IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 4 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT THREE:

LOT 14 OF BLOCK "G" OF PICO HEIGHTS, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.