

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Second Amendment (the “Second Amendment”) to that certain Sublease Agreement dated March 26, 2002 by and between AT&T Wireless Services of Florida and Martin County, Florida, as amended by that certain First Amendment to Sublease Agreement dated June 8, 2017 (collectively, the “Agreement”) is made and entered into as of the latter signature date hereof, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the “AWS”) and Martin County, Florida (the “Sublessee”) (collectively, the “Parties”).

RECITALS

WHEREAS, AWS owns a certain communications tower on a certain parcel of land located at 21298 Southwest Farm Road, Indiantown, FL 34956-3965 more commonly known to AWS as the FP08 tower site (the “Subleased Premises”); and

WHEREAS, AWS and Sublessee entered into the Agreement for the use of a certain portion of the Subleased Premises; and

WHEREAS, Sublessee desires to modify its equipment at the Subleased Premises (“Modified Equipment”); and

WHEREAS, the Parties agree that as consideration for Sublessee’s Modified Equipment, the current Rent payable under the Agreement shall be increased as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) AWS and Sublessee agree and acknowledge that Sublessee shall modify its equipment for a final installed configuration pursuant to Exhibit B-2.
- 2) AWS and Sublessee agree and acknowledge that Exhibit B-1 to the Agreement is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit B-2 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit B-2 and Sublessee’s equipment information set forth in the Agreement, the Exhibit B-2 shall control.
- 3) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment or ii) July 14, 2020 (“Commencement Date”), the Rent shall be increased by Four Hundred Forty-Four and 00/100 Dollars (\$444.00) per month (“Increased Fee”). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

- 4) Notwithstanding anything to the contrary in the Agreement, the offer to Sublessee expressed in this Second Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Subleased Premises completed after the execution of this Second Amendment by AWS but before the Commencement Date of the installation of Sublessee's Modified Equipment indicates that the Subleased Premises is not suitable for Sublessee's Modified Equipment unless AWS and Sublessee mutually agree that structural modifications or repairs shall be made to the Subleased Premises on mutually agreeable terms.
- 5) AWS and Sublessee agree and acknowledge that all future payments of the Rent shall be made to the AWS at the following remittance address:

GTP Acquisition Partners II, LLC
29893 Network Place
Chicago, IL 60673-1296
- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Second Amendment to that certain Sublease Agreement as of the day and year written below:

Signed, sealed and delivered
in the presence of:

Agreed to and accepted by:
AWS:
GTP Acquisition Partners II, LLC, a
Delaware limited liability company

Witness

By: _____

Witness

Name: _____

Title: _____

Date: _____

ATTEST:

MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

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AWS Site Name/Number: FP08 / 370780
AWS Contract Number: GTP12310
Sublessee Site Name/Number: Indiantown / N/A

EXHIBIT B-2