

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made effective as of the date of the last signature below (“**Effective Date**”) by and between **SPRINT SPECTRUM REALTY COMPANY, LLC** (formerly a limited partnership), a Delaware limited liability company, successor in interest to **SPRINT SPECTRUM LP**, a Delaware limited partnership (“**Lessee**”), and **CITY OF PORT ST. LUCIE**, a Florida municipal corporation (“**Lessor**”). Lessor and Lessee are each referred to herein as a “**Party**”, and collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, Lessor’s and Lessee’s predecessors in interest entered into that certain Site Lease Agreement effective on or about the 24th day of September, 2002, and a First Amendment effective on or about the 26th day of June, 2006, (collectively, the “**Lease**”), pursuant to which Lessee is leasing space for a telecommunications facility at 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (as more fully described in the Lease, the “**Premises**”). The current term of the lease expires on September 30, 2027. Lessee and Lessor now wish to further amend the Lease as set forth below.

AGREEMENT

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

1. **AMENDMENTS:** The foregoing Recitals are expressly made a part of this Second Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Lease.
2. **Additional Renewal Terms:** The term of the Lease is hereby extended to 11:59:59 pm on September 23rd, 2032 (the “**Current Term**”), and Lessee shall have the right to extend this Lease for five (5) additional five-year terms (each, an “**Additional Renewal Term**”) on the same terms and conditions as set forth in the Lease except as amended hereby. The Lease shall automatically renew for each Additional Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the immediately preceding Current Term or Additional Renewal Term. The annual rent for each Additional Renewal Term shall be the annual rent in effect for the final year of the Current Term or prior Additional Renewal Term increased by four percent (4%) per year. If Lessee shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.
3. **Relocation:** Following the execution of this Second Amendment, Lessee shall cause to relocate Lessee’s commercial power utility service and utility easement from the

location described on Exhibit B in the Lease to the location described on Exhibit B-1, attached hereto and pursuant to the scope of work described in Exhibit C, attached hereto. Upon completion of the relocation of the commercial power utility service and Lessee's commencement of usage of commercial power utility service from the relocated conduits in the relocated utility easement, the legal description of the utility easement described in Exhibit B shall be deleted in its entirety and replaced with the utility easement described in Exhibit B-1 attached hereto and incorporated herein. Lessor shall not disconnect power from the original commercial power utility service conduits described in Exhibit B until Lessee has commenced utility servicing through the relocated commercial power utility service from the location described on Exhibit B-1.

4. **Relocation Costs:** The total cost of the relocation of Lessee's commercial power utility service is estimated to be Fifty-Nine Thousand Seven Hundred Eighty-three and 06/100 Dollars (\$59,783.06) ("**Estimated Relocation Cost**"). Lessee will pay fifty percent (50%) of the actual cost directly associated with relocation of the commercial power utility service described herein, not to exceed a total of Twenty-Nine Thousand, Eight Hundred Ninety-One Dollars and Fifty-Three Cents (\$29,891.53) – as found on Exhibit C, to the general contractor chosen to perform the relocation, Jacobs Telecommunication, Inc. ("Contractor"). Lessor will pay fifty percent (50%) of the actual cost directly associated with such relocation currently estimated at Twenty-Nine Thousand, Eight Hundred Ninety-One Dollars and Fifty-Three Cents (\$29,891.53) directly to Contractor. Within thirty (30) days of the Effective Date, Lessor and Lessee shall each provide a purchase order to Contractor for each Party's share. In the event to the actual relocation cost exceeds the Estimated Relocation Cost, Lessor shall be responsible to pay such overage directly to Contractor.
5. **Notice:** Lessee's addresses for notice purposes of the Lease are hereby deleted and replaced with the following:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. A2P0232S
6. **Signatory Authority:** Each person signing this Second Amendment on behalf of Lessor or Lessee represents that he or she is duly authorized to sign this Second Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Lease and this Second Amendment, this Second Amendment shall prevail.
7. **Insurance:** The Lessee shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Lease, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by

Lessee are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee under the Lease.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Lease will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to include the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Lease.

Workers' Compensation Insurance & Employer's Liability: The Lessee shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum.. Coverage shall apply on a primary basis for claims arising out of Lessee's operations, negligent acts or willful misconduct.

Commercial General Liability Insurance: The Lessee shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover bodily injury and property damage , with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory for claims arising out of Lessee's operations, negligent acts or willful misconduct. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. . Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall include coverage required by the Lease has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability. The Additional Insured endorsement issued by the insurer shall include: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be included as additional insured and the certificate of insurance shall include Site Lease Agreement, A2P0232S"** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. Lessee shall provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Lease to exceed the above limits, the Lessee shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City, any change to the insurance requirements shall require written mutual agreement between the Parties by Amendment to this Agreement.

Waiver of Subrogation: By entering into this Lease, Lessee agrees to a Waiver of Subrogation for each required applicable policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Lessee shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Lessee for any claims arising out of Lessee's operations under this Lease..

It shall be the responsibility of the Lessee to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the Lessee to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language "when required by written contract."

The Lessee may satisfy the minimum limits required above for either Commercial General Liability and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than \$2,000,000 limit for either Commercial General Liability and Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

. In the event a claim gives rise to a coverage dispute, The City reserves the right to request a copy of the applicable Policy involved in such dispute. All insurance carriers must have an AM Best rating of at least A-:VII or better..

A failure on the part of the Lessee to execute the Lease and/or maintain the required insurance may be cause for annulment of the award.

8. Public Records.

Lessor is a public agency subject to Chapter 119, Florida Statutes. In the event that section 119.0701, Florida Statutes, is ever applicable to the landlord tenant relationship created pursuant to the Agreement, then from and after said date the following shall be deemed to be a part of the Agreement:

Lessee and any subcontractor shall comply with section 119.0701, Florida Statutes. Lessee and any subcontractor are to allow public access to all documents, papers, letters, or other material made or received by Lessee in conjunction with the Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Lessee shall comply with Florida's Public Records Law, and as may be amended from time to time. LESSEE'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

1. Lessee agrees to comply with all public records laws, specifically to:
2. Keep and maintain public records required by the City in order to perform the service;
3. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
4. During the term of the Lease, the Lessee shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Lease. The form of all records and reports shall be subject to the approval of the City.
5. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Lessee's records under this Lease include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Lease.
6. The Lessee agrees to make available to the City, during normal business hours all books of account, reports, and records relating to this Lease.

7. A Lessee who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes, and as may be amended from time to time.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if the Lessee does not transfer the records to the City.

Upon completion of the Lease, transfer, at no cost to the City, all public records in possession of the Lessee, or keep and maintain public records required by the City to perform the service. If the Lessee transfers all public records to the City upon completion of the Lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the Lease, the Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND AS MAY BE AMENDED FROM TIME TO TIME, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871-5157
[**pr@cityofpsl.com**](mailto:pr@cityofpsl.com)

9. **Sovereign Immunity:** Nothing contained in this Lease shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
10. **Litigation Costs:** Each party is responsible for its own attorney's fees for any action arising from or related to this Lease. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

11. **Representations and Warranties:** Lessor warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Lessor's execution of this First Second Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

12. **Full Force and Effect:** The Lease remains in full force and effect as amended by this Second Amendment and is hereby ratified and confirmed by the Parties.

13. **Counterparts:** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the Effective Date.

Lessee:

SPRINT SPECTRUM REALTY COMPANY,
LLC

By: _____

Name: _____

Title: _____

Date: _____

Lessor:

CITY OF PORT ST. LUCIE

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ of **SPRINT SPECTRUM REALTY COMPANY, LLC**, a Delaware limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this ____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

My Commission Number: _____

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Exhibit B-1

Description of Utility Easement

This Exhibit may be replaced by a land survey of the easement area once it is received by Lessee

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Exhibit C
Scope of Work/Estimated Relocation Costs

[To be attached]

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