

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF
COCONUT CREEK AND SPRINT SPECTRUM REALTY COMPANY, LLC,
SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM L.P. DATED AUGUST 10, 2006**

This is a Second Amendment (the "Second Amendment") dated the ____ day of _____, 2017 to the Lease Agreement dated August 10, 2006 ("Agreement"), and the First Amendment dated February 12, 2015 ("First Amendment") by and between **CITY OF COCONUT CREEK**, a municipal corporation, with its principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "City", and **SPRINT SPECTRUM REALTY COMPANY, LLC**, a Delaware limited liability company, with its principal offices located at 6200 Sprint Parkway, Overland Park, Kansas 66251, as successor-in-interest to **SPRINT SPECTRUM, L.P.**, a Delaware limited partnership, as Tenant, hereinafter "Tenant".

WHEREAS, City and Tenant entered into the Agreement on August 10, 2006, and created the First Amendment dated February 12, 2015, whereby Tenant leased from City a portion of real property (the "Property") and space on the City's telecommunications tower (the "Tower") located at 4800 West Copans Road, Coconut Creek, FL 33063, as more fully described in the Agreement and First Amendment; and

WHEREAS, City and Tenant desire to amend the Agreement and First Amendment in order to modify and increase the amount of Tenant's equipment on the Tower, which will not increase the Tenant's loading factor on the Tower; and

WHEREAS, City is willing to permit Tenant to add its additional equipment within the existing leased space on the City's Tower owing to the fact that it will not increase the size and/or amount of space being used by Tenant; and

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement, and thereafter amended by the First Amendment, shall remain in full force and effect, subject only to the minor amendments contained herein in the Second Amendment; and

WHEREAS, the City and Tenant have mutually agreed upon the terms and conditions as modified herein and as allowed by Florida law; and

WHEREAS, the City has the ability to enter into this Second Amendment to the Agreement as amended, under Florida Law and its Home Rule Powers for the protection of the Public Health, Safety and Welfare of its citizens.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), in hands paid by Tenant to City, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Second Amendment as follows:

1. Exhibit B to the Agreement was deleted in its entirety and replaced by Exhibit B-1 in the First Amendment. Exhibit B-1 as set forth in the First Amendment is hereby deleted in its entirety and is replaced with Exhibit B-2, attached hereto and made a part hereof. In the event of any discrepancy between Exhibit B, Exhibit B-1 and Exhibit B-2, Exhibit B-2 shall control.
2. Exhibit D to the Agreement was deleted in its entirety and replaced by Exhibit D-1 in the First Amendment. Exhibit D-1 as set forth in the First Amendment is hereby deleted in its entirety and is replaced with Exhibit D-2, attached hereto and made a part hereof. In the event of any discrepancy between Exhibit D, Exhibit D-1 and Exhibit D-2, Exhibit D-2 shall control.
3. Tenant acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications. Tenant further acknowledges and agrees that this Second Amendment shall not become effective until City's approval of the modifications and confirmation that the improvements do not adversely affect the structural stability and wind-loading capability of the Tower.
4. City and Tenant each hereby warrant to the other that the person executing this Second Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Second Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Second Amendment, or that such consent has been given.
5. The Agreement, the First Amendment and this Second Amendment contain all agreements, promises or understandings between City and Tenant, and no verbal or oral agreements, promises or understandings shall be binding upon either the City or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement, the First Amendment and/or this Second Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement, the First Amendment and/or this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement, the First Amendment and/or this Second Amendment.
6. All remaining provisions of the Agreement and the First Amendment thereto shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

City:

**CITY OF COCONUT CREEK, a
municipal corporation**

ATTEST:

Leslie Wallace May, City Clerk

By: _____
Rebecca A. Tooley, Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Rebecca A. Tooley, as Mayor of the CITY OF COCONUT CREEK, a municipal corporation, she is personally known to me or has provided or has provided _____ as identification, and she did/did not take an oath

Notary Public State of Florida

Printed, typed or stamped name of Notary
My commission number and expiration date:

Tenant:
SPRINT SPECTRUM REALTY COMPANY, LLC, a Delaware limited liability company, as successor-in-interest to **SPRINT SPECTRUM, L.P.**, a Delaware limited partnership

WITNESS
Print Name: _____

By: _____
Name: _____
Title: _____

WITNESS
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____, as _____ of SPRINT SPECTRUM REALTY COMPANY, LLC He/she is personally known to me or has provided or has provided _____ as identification and he/she did/did not take an oath

Notary Public, State of

Printed, typed or stamped name of Notary

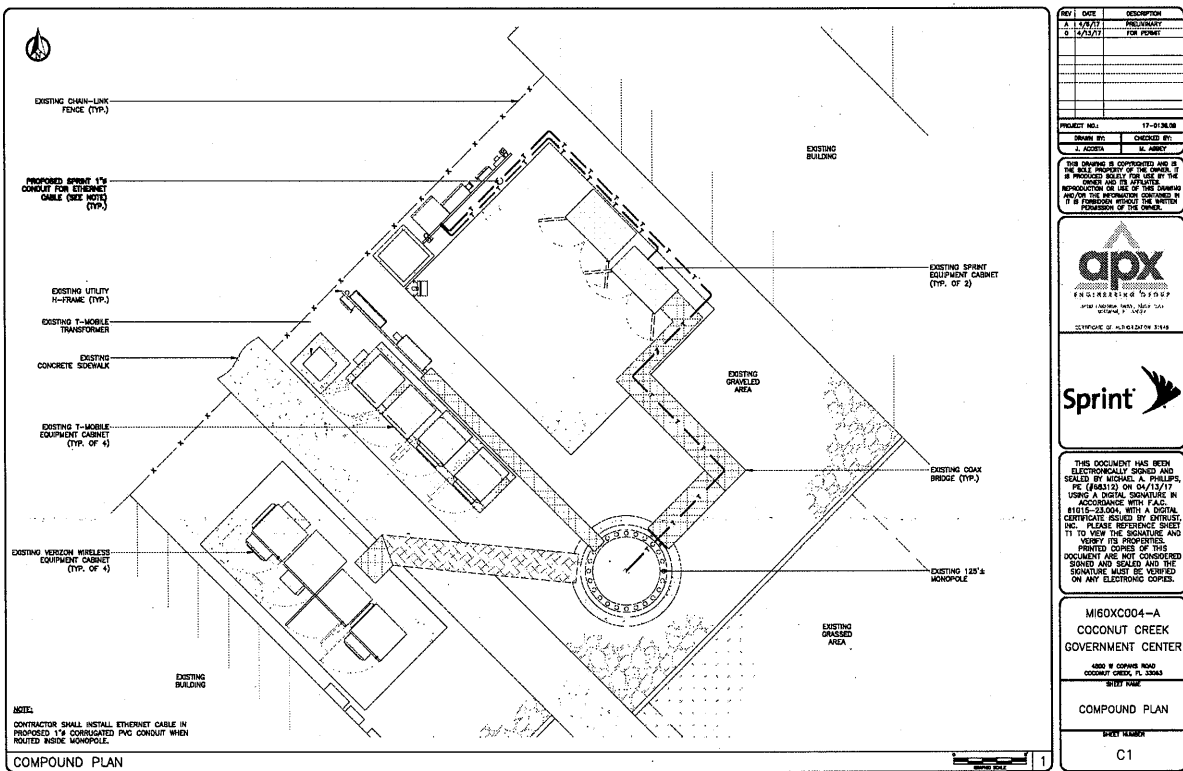
My commission number and expiration date:

EXHIBIT B-2

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to the Second Amendment dated _____, 2017 by and between the City of Coconut Creek, a municipal corporation, as Landlord, and **SPRINT SPECTRUM REALTY COMPANY, LLC, successor-in-interest to SPRINT SPECTRUM, L.P.**, as Tenant.

Tenant's Premises depicted in following figures on Exhibit B-2 from Sprint Construction Drawings dated April 13, 2017.



REV	DATE	DESCRIPTION
A	11/15/17	PREPARED
B	01/17/17	FOR PERMIT

PROJECT NO.: 17-012658
 DRAWN BY: J. ACCON
 CHECKED BY: S. ARNEY

THIS DRAWING IS THE PROPERTY OF APX ENGINEERING CONSULTANTS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF APX ENGINEERING CONSULTANTS, INC.

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 FAX: 954.571.1112
 WWW: www.apxinc.com

Sprint

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. PHELPS, PE (F08112) ON 04/13/17 USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. #1105-23.004, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFER TO SHEET T1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

M160XC004-A
 COCONUT CREEK
 GOVERNMENT CENTER
 4885 W. COVING ROAD
 COCONUT CREEK, FL 33063
 CITY NAME

COMPOUND PLAN

SHEET NUMBER
 C1

EXHIBIT D-2

to the Second Amendment dated _____,
2017 by and between the City of Coconut Creek, a municipal corporation, as Landlord,
and **SPRINT SPECTRUM REALTY COMPANY, LLC, successor in interest to
SPRINT SPECTRUM, L.P.**, as Tenant.

LIST OF EQUIPMENT

111' (1) Fastback Networks IBR 1300 (MW) Platform - (1) Cat 5**

**Cat 5 routed with 1" conduit

- 110' (3) RFS APXVERR18-C on platform
 - 110' (6) 39mm (Hybrid cables) – ground to platform
 - 110' (3) CommScope TTTT65AP-1XR on platform
 - 110' (3) Ericsson RRUS-11 on platform
 - 110' (3) Ericsson RRUS-31 on platform
 - 110' (3) NSN FZHJ (RRUs) on platform
- Low Profile Platform

Frequencies:

Transmit: 862-869; 1950-1965; 1990-1995; 2496-2690

Receive: 817-824; 1870-1885; 1910-1915; 2496-2690