

Prepared by: Joanne Beaulieu
After recording return to: Leysi Quincoses
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Ph: 1-800-487-7483 ext. 7795

Parcel ID: 18-42-44-15-09-038-0000

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is executed this _____ day of _____, 2016, by and between **CITY OF GREENACRES a/k/a, Greenacres City, a municipal corporation**, having an address at 5800 Melaleuca Lane, Greenacres, FL 33463 ("City") and **SBA STEEL II, LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Tenant").

WHEREAS, City and Sprint Spectrum L.P., a Delaware limited partnership, entered into that certain Lease Agreement, dated August 2, 2004, as evidenced by that certain Memorandum of Agreement recorded January 18, 2005, as CFN 20050029323, in OR Book 18022, Page 1085, of the Clerk and Comptroller's Office of Palm Beach County, Florida, and ultimately assigned to Tenant pursuant to that certain unrecorded Master Assignment and Assumption Agreement dated October 1, 2015 (collectively, "Lease") for Tenant's use of a portion of the real property ("Premises") located at 2390 Purdy Lane, Greenacres, FL 33463 (hereinafter referred to as "Parent Parcel"), being more particularly described in the Lease; and

WHEREAS, City and Tenant desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration of One Hundred and no/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease:

1. **Section 2. TERM**, of the Lease is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Lease, the Lease is hereby amended to include nine (9) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Tenant notifies City of its intention not to renew the Lease at least ninety (90) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on August 2, 2029 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on August 1, 2029.

2. **Section 5. ASSIGNMENT/SUBLETTING**, of the Lease is hereby deleted in its entirety and replaced as follows:

Tenant may not assign, or otherwise transfer all or any part of its interest in this Lease or in the Premises without the prior written consent of City; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any. Notwithstanding the foregoing, Tenant may sublet all or a portion of the Premises to one or more entities for communications uses, only.

3. **Section 7. NOTICES**, of the Lease is hereby amended as follows:

If to City:

City Of Greenacres aka Greenacres City
5800 Melaleuca Lane
Greenacres, FL 33463

If to Tenant:

SBA Steel II, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: FL46279-A/Metro Pcs - Verteran's Memorial

4. **Section 12. TERMINATION**, of the Lease is hereby deleted in its entirety and replaced as follows:

Tenant may terminate this Lease, at its option, after giving City not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Tenant for a permit, license or approval which is required for Tenant to construct or operate its WCF or any such permit is revoked; (ii) Tenant determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Tenant from using the Premises for Tenant's intended purpose; (iii) Tenant determines that it does not have acceptable and legally

enforceable means of ingress and egress to and from the Premises; (iv) City does not have legal or sufficient ownership of or title to the Premises or the authority to enter into this Lease; (v) utilities necessary for Tenant's use of the Premises are not available; (vi) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Tenant's use of the Premises or Tenant's WCF; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Tenant is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by the City occurs; (x) the City fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Premises is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Tenant economically or commercially; (xiii) if Tenant determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Tenant determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Tenant or City pursuant to this provision, Tenant will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by City. In the event City fails to perform its obligations under this Lease for any reason other than Tenant's breach, Tenant may pursue all remedies available at law and in equity.

The City may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and City agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

5. The Lease is hereby amended to include **Section 17. RIGHT OF FIRST REFUSAL**, as follows:

If at any time during the term of the Lease, City receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future rent, this Lease, or the Premises, which City desires to accept, City shall first give Tenant written notice

(including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Tenant the right to acquire the interest described in the Offer on the terms set forth in the Offer. Tenant shall have a period of thirty (30) days after receipt of City's notice and terms to exercise Tenant's right of first refusal by notifying City in writing. If Tenant has not exercised its right of first refusal in writing to City within such thirty (30) day period, the Offer will be deemed rejected. City may not assign the rent or the Lease or any rights hereunder, or grant any interest in any portion of the Parent Parcel, except in connection with conveyance of fee simple title to the Parent Parcel, without the prior written consent of Tenant, in Tenant's sole and absolute discretion.

6. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Lease.
7. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Parent Parcel is located without regard to principles of conflicts of law.
8. Except as specifically set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.
9. City acknowledges that the Exhibits attached to the Lease may be preliminary or incomplete and, accordingly, Tenant may replace and substitute such Exhibits with an accurate survey and legal descriptions of the Premises and easements and re-record this Amendment with the approval of City. Following such re-recording, the descriptions of the Premises and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
10. City represents and warrants to Tenant that the City is the sole owner in fee simple title to the Premises and easements and the City's interest under the Lease and that consent or approval of no other person is necessary for the City to enter into this Amendment.
11. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
12. Tenant shall have the right to record this Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

CITY:

CITY OF GREENACRES a/k/a, Greenacres City, a municipal corporation

Print Name: _____

By: _____

Print Name: Samuel J. Ferreri

Print Name: _____

Title: Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of City of Greenacres a/k/a, Greenacres City, a municipal corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public

(NOTARY SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

TENANT:

SBA STEEL II, LLC, a Florida limited liability company

By: _____
Alyssa Houlihan
Vice President, Site Leasing

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the ____ day of _____, 2016, by Alyssa Houlihan, Vice President, Site Leasing of SBA Steel II, LLC, a Florida limited liability company, on behalf of the company and who is personally known to me.

Notary Public

Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)