

AMENDMENT NO. 5 TO TOWER SITING LEASE AGREEMENT

This Amendment No. 4 to Tower Siting Lease Agreement (the "**Fifth Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between the Town of Highland Beach, a Florida municipal corporation ("**Town**"), and SprintCom LLC (formerly a corporation), a Kansas limited liability company ("**Sprint**") (each a "**Party**", or collectively, the "**Parties**").

Town and Sprint (or their predecessors-in-interest) entered into that certain Tower Siting Lease Agreement dated December 14, 1998, including that certain First Amendment to Tower Siting Lease Agreement dated May 8, 2006, further amended by Amendment No. 2 to Tower Siting Lease Agreement dated March 5, 2013, and further amended by Amendment No. 3 to Tower Siting Lease Agreement dated September 6, 2016 (including all amendments, collectively, the "**Agreement**") regarding the leased premises ("**Premises**") located at 3614 South Ocean Blvd. Highland Beach, FL 33487(the "**Property**").

For good and valuable consideration, Town and Sprint agree as follows:

1. At the expiration of the Lease, the term of the Lease will automatically be extended for five (5) additional and successive five (5) year terms, each included as Renewal Term provided that Sprint may elect not to renew by providing Town at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this Fifth Amendment, Sprint shall pay Town Four Thousand Seven Hundred Eighty Three and 62/100 Dollars (\$4,783.62) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Lease, the Rent will escalate by 3% on December 14, 2024, and each anniversary thereafter. Where duplicate Rent would occur, a credit shall be taken by Sprint for any prepayment of duplicate Rent by Sprint.
3. Town consents to allow Sprint to complete upgrades and additions of the Antenna Facilities on the Premises for no additional consideration, in compliance with required permits.
4. Sprint may transmit and receive on any frequencies permitted by law.
5. If Town desires to redevelop, modify, remodel, alter the Property or make any improvements thereon ("**Redevelopment**") and both Parties agree that the Redevelopment necessitates relocation of Antenna Facilities, then: (i) Town may require Sprint to relocate Antenna Facilities once during the Term of the Lease; (ii) Town shall give Sprint not less than twenty-four (24) months' written notice prior to relocation; (iii) both Parties shall agree upon a suitable area for the relocation; (iv) all costs and expenses associated with or arising out of the relocation, including approval and permitting costs,

shall be paid by Town; (v) the relocation shall be performed exclusively by Sprint or its agents; (vi) the relocation shall not limit or interfere with Sprint's Antenna Facility of the Premises; (vii) the relocation shall not result in any interruption, impairment or alteration of the communications services or quality thereof provided from the Antenna Facilities; and (viii) if the Parties cannot agree upon a suitable area for relocation, then Sprint may terminate the Lease in its reasonable judgment upon written notice to Town, without penalty or further obligation.

6. Sprint shall have the right to assign, or otherwise transfer the Lease, upon Sprint 's delivery to Town of written notice of any assignment or transfer by Sprint. Sprint shall be relieved of all liabilities and obligations and Town shall look solely to the assignee, or transferee for performance under the Lease. Sprint shall have the right to sublease the Lease without the need for Town's consent.

7. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Town or Sprint may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Sprint:

Sprint Property Services
Sprint Site ID: MI13XC134
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

If to Town:

Town of Highland Beach
3614 South Ocean Blvd
Town of Highland Beach, FL 33487

With a copy to:

Sprint Law Department
Sprint Site ID: MI13XC134
Attn.: Real Estate Attorney
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

8. Sprint and Town will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.

9. Town will execute a Memorandum of Agreement at Sprint's request. If the Property is encumbered by a deed, mortgage or other security interest, Town will also execute a subordination, non-disturbance and attornment agreement.
10. Any charges payable under the Lease other than Rent shall be billed by Town to Sprint within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Town.
11. Except as expressly set forth in this Fifth Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Fifth Amendment conflicts with the terms of the Lease, the terms and provisions of this Fifth Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Fifth Amendment.
12. This Fifth Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this this Fifth Amendment will legally bind the Parties to the same extent as originals.
13. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Fifth Amendment. Town represents and warrants to Sprint that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Fifth Amendment. If Town is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Town is solely is responsible for all commission, fees or other payment to Agent and (b) Town shall not impose any fees on Sprint to compensate or reimburse Town for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Fifth Amendment or any future amendment.
14. This Fifth Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Fifth Amendment as of the Effective Date.

Town:

Town of Highland Beach, a Florida municipal corporation

Sprint:

SprintCom LLC, a Kansas limited liability company

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____