

## AMENDMENT NO. 5 TO TOWER SITING LEASE AGREEMENT

This Amendment No. 5 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 Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. ("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, further amended by Amendment No. 3 to Tower Siting Lease Agreement dated September 6, 2016, and further amended by Amendment No. 4 to Tower Siting Lease Agreement dated July 5, 2017 (including all amendments, collectively, the "Agreement" aka "Lease") 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. **Terms and Renewals:** On December 14, 2023, the term of the Lease will automatically renew for one (1) five (5) year term. Thereafter the Lease shall automatically renew for four (4) additional and successive terms of five (5) years each. Each five (5) year term is a "Renewal Term". Sprint may elect not to renew by providing the Town at least ninety (90) days' written notice prior to the expiration of the then current five year Renewal Term. The Town may elect not to renew at any time by providing Sprint at least twenty-four months' prior written notice.
2. **Lease Amount:** At the commencement of the first Renewal Term on December 14, 2023, 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 (5<sup>th</sup>) 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. **Improvements and Changes:** Subject to the prior written consent by the Town, Sprint may, at its expense, complete upgrades and additions to the Antenna Facilities on the Premises in compliance with required permits, unless such upgrades and additions result in any expense to the Town. The Town, in its discretion, may negotiate with Sprint regarding such expenses and allow the changes. Sprint shall provide the Town 120 days prior written notice of such upgrades and additions, and shall cooperate with the Town in scheduling and implementing the same. Town may withdraw its consent if Sprint fails to comply with all applicable laws, ordinances, rules, regulations and this Agreement. If the Town finds, in its sole discretion, that such upgrades or additions are not in the best

interests of the Town, it may withhold its consent and provide Sprint with an explanation of such denial in writing.

4. **Relocation:** If Town desires to no longer utilize the Tower for any reason, redevelop, modify, remodel, alter the Property or make any improvements thereon (collectively, "Redevelopment") and the Town, after consulting with Sprint, finds that the Redevelopment necessitates relocation of Antenna Facilities, then: (i) Town may require Sprint to relocate Antenna Facilities ; (ii) Town shall give Sprint not less than twelve (12) 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 Sprint; (v) the relocation shall be performed exclusively by Sprint or its agents; (vi) the relocation shall not unreasonably limit or interfere with Sprint's Antenna Facility on the Premises; (vii) the relocation shall not result in any unreasonable 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 except as otherwise set forth in the Lease, including but not limited to Sprint's obligation to remove its equipment and improvements. Further, any termination of this Lease shall not affect any rights, obligations, and liabilities of the parties arising out of the transactions which occurred prior to termination.
  
5. **Notices:** 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

6. Sprint and Town will reasonably cooperate with each other's requests to process permit applications and other documents related to the Property in accordance with all applicable ordinances, laws, rules, regulations, and permit requirements.
7. **Waiver of Charges:** 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.
8. **Entire Lease:** Except as expressly set forth in this Fifth Amendment, the Lease (as previously amended) 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.
9. **Counterparts:** 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 Fifth Amendment will legally bind the Parties to the same extent as originals.
10. **Authority:** 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 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.
11. **Binding Agreement:** 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.
12. **Sovereign Immunity:** Nothing contained in this Lease shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations set forth in Section 768.28 shall apply to this Lease to claims and actions arising in tort and to claims and actions arising in contract.
13. **Survival:** Any provision of the Lease which is of a continuing nature or imposes an obligation which extends beyond the term of the Lease shall survive its expiration or earlier termination.

14. **Waiver:** Failure of a party to enforce or exercise any of its rights under this Lease shall not be deemed a waiver of that party's right to enforce or exercise said rights at any time thereafter.
  
15. **Venue, Remedies, Waiver of Jury Trial:** Any and all legal action, including mediation, necessary to enforce the Lease will be held in Palm Beach County, Florida. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. EACH PARTY ALSO AGREES TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY FOR ANY AND ALL DISPUTES OR CLAIMS WHICH MAY BE RELATED TO OR ARISE OF OUT OF THE LEASE.
  
16. **Attorneys' Fees:** In the event either party must institute legal action to enforce any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees.

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

**Town:**

**Town of Highland Beach, a Florida municipal corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Sprint:**

**Sprint Spectrum Realty Company, LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_