

AMENDMENT NO. 2 TO TOWER SITING LICENSE AGREEMENT

THIS AMENDMENT NO. 2 TO TOWER SITING LICENSE AGREEMENT ("Amendment") is made effective as of _____, 201__ ("Effective Date"), by and between the City of Hollywood, a Florida municipal corporation (the "City") and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, previously referred to as "SSLP" ("Sprint").

BACKGROUND

Pursuant to a Tower Siting License Agreement dated November 20, 1996, as amended by Amendment No. 1 to Tower Siting License Agreement dated February 27, 2013 (collectively, the "Agreement"), the City leased to Sprint a certain portion of real property located at 6800 Sheridan Street, City of Hollywood, County of Broward, State of Florida, as more particularly described in Exhibit A to the Agreement ("Premises").

The City and Sprint desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Term and Renewals.** Section 2 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Section 2 to the contrary, the current term of the Agreement will expire on December 12, 2016. Commencing on December 13, 2016, the term of the Agreement ("New Initial Term") is sixty (60) months. The Agreement will be automatically renewed for up to two (2) additional terms (each an "Additional Renewal Term") of sixty (60) months each. Each Additional Renewal Term will be deemed automatically exercised without any action by either party unless Sprint gives at least one hundred eighty (180) days written notice of its decision not to exercise any options to the City before expiration of the then current term.

2. **License Fee.** Section 3 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Section 3 to the contrary, effective December 13, 2016, the License fee shall be paid in equal annual installments of Twenty-Eight Thousand and No/100 Dollars (\$28,000.00), and shall continue during the term (until increased as set forth herein), partial years to be prorated, in advance ("License Fee"). Thereafter, commencing on December 13, 2016, and every one (1) year thereafter (the "Adjustment Date"), the License Fee amount shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers in the Miami-Fort Lauderdale Metropolitan Area, the US City Average ("CPI-U") indicator, and shall be

City initials: _____

Sprint initials: _____

determined by dividing the CPI-U indicator published three (3) months prior to the Adjustment Date, by the CPI-U Indicator published 1 year and 3 months prior to the Adjustment Date, and multiplying the resultant number rounded to four decimal places by the annual License Fee amount of the most recent past License Fee. The License Fee shall increase for each one period at a minimum of three percent (3%) of the most recent past License Fee but shall not exceed seven percent (7%) of the most recent past License Fee.

3. **Notices.** Section 23 of the Agreement is deleted in its entirety and replaced with the following:

"All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

City: City of Hollywood
2600 Hollywood Boulevard
Room 419
Hollywood, FL 33021

Sprint: Sprint Spectrum Realty Company, LLC
Sprint Property Services
Site ID: MI03XC124-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to: Sprint Law Department
Attn: Real Estate Attorney
Site ID: MI03XC124-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

4. **Memorandum of Amendment.** The City agrees to promptly execute and deliver to Sprint a recordable Memorandum of Amendment in the form of Attachment 1, attached.

5. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

City initials: _____

Sprint initials: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

City:

Sprint:

**City of Hollywood,
a Florida municipal corporation**

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

By: _____
(please use blue ink)

By: _____

Name: _____
Title: _____
Date: _____

Name: Michael Mizzell
Title: Manager – Vendor Management
Date: _____

Witnesses:

Witnesses:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

City initials: _____

Sprint initials: _____

ATTACHMENT 1

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

**MEMORANDUM OF AMENDMENT NO. 2
TO TOWER SITING LICENSE AGREEMENT**

This MEMORANDUM OF AMENDMENT NO. 2 TO TOWER SITING LICENSE AGREEMENT ("Amended Memorandum"), by and between the City of Hollywood, a Florida municipal corporation ("City") and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), evidences that the lease made and entered into by written Tower Siting License Agreement between the City and Sprint or Sprint's affiliate, dated November 20, 1996, as amended by Amendment No. 1 to Tower Siting License Agreement dated February 27, 2013 (collectively, the "Agreement"), has been amended by written agreement between the parties (the "Amendment"). The parties caused to be recorded a Memorandum of Agreement with the Office of County Recorder, County of Broward, State of Florida, as instrument number 97-266397 in Book 26472 Page 0091-0096 on May 27, 1997.

The terms and conditions of the Agreement and Amendment are incorporated herein by reference.

The Amendment provides in part that the City leases to Sprint a certain portion of real property owned by the City, located at 6800 Sheridan Street, City of Hollywood, County of Broward, State of Florida, together with non-exclusive utility and access easements (the "Premises"). The real property which is the subject of the Agreement is described in Exhibit A attached hereto. The Amendment provides for two (2) additional automatic sixty (60) month renewal terms unless Sprint exercise the option not to extend the Agreement after the expiration of the new initial sixty (60) month term which will commence on December 13, 2016.

All notices to Sprint must be sent via U.S. Postal Service certified mail, return receipt requested with all postage prepaid to:

Sprint Spectrum Realty Company, LLC
Sprint Property Services
Site ID: MI03XC124-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a mandatory copy to:
Sprint Law Department
Attn: Real Estate Attorney
Site ID: MI03XC124-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

City initials: _____

Sprint initials: _____

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

City:

Sprint:

**City of Hollywood,
a Florida municipal corporation**

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

By: _____ (NOT FOR EXECUTION)

By: _____ (NOT FOR EXECUTION)

Name: _____

Name: Michael Mizzell

Title: _____

Title: Manager – Vendor Management

City initials: _____

Sprint initials: _____

**EXHIBIT A
TO MEMORANDUM OF AMENDMENT NO. 2
TO TOWER SITING LICENSE AGREEMENT**

Description of Real Property

A portion of certain real property located at 6800 Sheridan Street, City of Hollywood, County of Broward, State of Florida, described as follows:

All of Parcels A and B, of DRIFTWOOD ACRES NO. 9, according to the Plat thereof, as recorded in Plat Book 40, Page 40, of the Public Records of Broward County, Florida.

City initials: _____

MD7

Sprint initials: _____