

SECOND AMENDMENT TO LEASE AGREEMENT
(BU 878259)

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made effective this _____ day of _____, 2020, by and between CITY OF PEMBROKE PINES, FLORIDA ("City"), a municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, and STC FIVE LLC, a Delaware limited liability company ("Tenant"), with a business address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564 by and through Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, City and Sprint Spectrum L.P., a Delaware general partnership ("Sprint"), entered into a Lease Agreement dated August 18, 1998 (as amended and assigned, the "Agreement"), whereby City leased to Sprint a portion of land being described as a 70 feet by 35 feet (2,450 square feet) portion of that property (said leased portion being the "Property") located at 901 N.W. 129th Avenue (Tax ID #5140 14 03 0011), Pembroke Pines, Broward County, State of Florida, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. A copy of the Agreement was recorded on November 5, 2005, as Instrument Number 105501488 in the Official Records of Broward County, Florida; and

WHEREAS, Tenant is successor in interest in the Agreement to Sprint; and

WHEREAS, City and Tenant entered into that Amendment to Lease Agreement dated June 6, 2008 ("First Amendment"), in which City granted to Tenant a nonexclusive easement for ingress and egress to the Property; and

WHEREAS, the term of the Agreement commenced on October 1, 1998, and has an original term, including all renewal periods (as defined in the Agreement), that will expire on September 30, 2023 ("Original Term"), and City and Tenant now desire to amend the terms of the Agreement to provide for additional renewal periods beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Section 5.01 of the Agreement is amended by replacing "three (3)" with "seven (7)", thereby adding four (4) additional five (5)-year renewal periods to the Agreement beyond the Original Term, and extending its total term to September 30, 2043, unless sooner terminated as provided in the Agreement.

3. Commencing on October 1, 2021, and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to five percent (5%) of the annual rent

in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Agreement.

4. Termination by City. If City's governing body makes a determination at a public meeting of which Tenant has been provided notice and an opportunity to be heard, that the Property is needed for a public use such that it can no longer be used by Tenant for the uses permitted in the Agreement, City shall have the right to terminate the Agreement upon delivering two (2) years prior written notice to Tenant of such termination. In the event of such termination under this Section 4, City shall refund to Tenant any prepaid rent.

5. Section 16.01 of the Agreement is amended by deleting Tenant and City's notice addresses and inserting the following:

Tenant: STC Five LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

City: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

6. Access to Records. City shall have reasonable access and the right to examine any books, documents, papers, data, and records of Tenant related to the Agreement, any sublease, colocation agreement or license agreement related thereto, and use of the Property, during regular business hours and until the expiration of five (5) years after final payment hereunder. City shall maintain the confidentiality of any confidential or proprietary information. Once per calendar year, City may submit a written request to Tenant for a business summary report pertaining to Tenant's rent obligations for the prior twelve (12) month period, and Tenant shall provide such written accounting to City within sixty (60) days after Tenant's receipt of such written request.

7. Public Records. The parties agree and acknowledge the Agreement, this Second Amendment, all Memorandums of the Agreement between the parties hereto regarding Property, all notices provided pursuant to the terms herein, and all payment or accounting records related to Agreement or use of the Property shall be considered Public Records and shall be open, accessible, and maintained pursuant to the requirements of Ch. 119, Florida Statutes, except for any such terms therein that may be subject to a statutory exemption under such law.

8. Notice of Sublease; License; Colocation. Tenant shall provide City with written notice of any renewal or future sublease, license, or colocation agreement at the Property, and such notice shall include a copy of the sublease or a written certification signed by Tenant's authorized representative that shall include the name of the sublessee, the term of the sublease, and the amount of compensation to be paid. If Tenant enters into a sublease, license, or colocation agreement, each such sublease, license, or colocation agreement shall be subject to the terms of the Agreement and shall not extend past the term of the Agreement.

9. Inspections. Tenant shall be responsible for inspections of the tower structure at the Property as set forth in the City of Pembroke Pines Code of Ordinances Section 155.279, as applicable. Failure to comply with such requirement shall be considered a breach of the Agreement for which City may terminate following the applicable notice and cure period as set forth in Section 7.02 of the Agreement, as amended.

10. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to City Twenty Thousand Dollars (\$20,000.00) within sixty (60) days of full execution of this Second Amendment by both parties.

11. Representations, Warranties and Covenants of City. City represents, warrants and covenants to Tenant as follows:

(a) City is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of City's obligations under the Agreement as amended hereby. City has complied with all applicable laws in entering into this First Amendment, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Tenant is relying on such compliance in entering into this Second Amendment.

(b) Except as expressly identified in this Second Amendment, City owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, City shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Tenant's request, City shall cure any defect in City's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(e) Tenant is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) City agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

12. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Property and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

13. IRS Form W-9. City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

14. Insurance. The Parties hereto agree and acknowledge that Section 9 of Agreement shall be deleted in its entirety and replaced with the following requirements.

(a) Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with City's Risk Manager prior to execution of this Amendment. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

(b) Certificates of Insurance shall provide for thirty (30) days' prior written notice to the City in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the Tenant or their Insurance Broker must agree to provide notice.

(c) Insurance shall be in force until all obligations required to be fulfilled under the terms of Agreement, as amended, are satisfactorily completed as evidenced by the formal acceptance by the Tenant. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of Agreement, as amended, the Tenant shall furnish, at least five (5) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement, as amended and extension thereunder is in effect. Tenant shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

(d) Required Insurance. Tenant shall be required to obtain all applicable insurance coverage, as indicated below, prior to execution of Amendment:

(i) Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement, as amended. The City must be shown as an additional insured with respect to this coverage. The City's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

(ii) Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the Tenant engaged in performance of Agreement, as amended. In the case any work is sublet, the Tenant shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Tenant. Coverage for the Tenant and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If Tenant claims to be exempt from this requirement, Tenant shall provide Tenant proof of such exemption for City to exempt Tenant.

(iii) Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with Agreement, as amended with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If pursuant to Agreement, as amended includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

(iv) Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the City depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to Agreement, as amended. The City must be shown as an additional insured with respect to this coverage. The indemnification obligations of the Tenant shall not be limited by the insurance required to be carried hereunder.

(v) Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: Tenant's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years final payment pursuant to Agreement, as amended. Retroactive date, if any, to be no later than execution of this Amendment herein. The City must be shown as an additional insured with respect to this coverage. The City's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

(e) Required Endorsements.

- (i) The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- (ii) Waiver of all Rights of Subrogation against the City.
- (iii) Thirty (30) Day Notice of Cancellation or Non-Renewal to the City.
- (iv) Tenant's policies shall be Primary & Non-Contributory.
- (v) All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

(f) The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems reasonably necessary.

15. Compliance with Laws. Tenant shall comply with the City of Pembroke Pines Code of Ordinances and all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

16. Independent Contractor. The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Tenant is an independent contractor pursuant to the Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Tenant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Tenant's activities and responsibilities hereunder. Administrative procedures applicable to services rendered pursuant to Agreement shall be those of Tenant, which policies of Tenant shall not conflict with City, State, Federal, or United States policies, rules or regulations relating to the use of Tenant's funds provided for herein. The Tenant agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a the requisite level of skill necessary to perform any of its work under the Agreement. The Agreement shall not be construed as creating any joint employment relationship between the Tenant and the City and the City will not be liable for any obligation incurred by Tenant, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Equal Employment and Non Discrimination. During the performance of the Agreement, neither the Tenant nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Tenant will ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Tenant shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Tenant further agrees that Tenant will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

18. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon City and Tenant, and their personal representatives, heirs, successors and assigns. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

Signed Scaled and Delivered
in the Presence of:

City:

City of Pembroke Pines, Florida

Witness #1

By: _____
CHARLES F. DODGE, CITY MANAGER

Witness #2

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

Signed Sealed and Delivered
in the Presence of:

Witness #1

Witness #2

Tenant:

STC Five LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware corporation

Its: Attorney-in-Fact

By: C. Smith Helen V. Smith (SEAL)

Print Name: _____

Title: Director National RE Ops