

AMENDMENT NO. 1 TO PCS SITE AGREEMENT

This Amendment No. 1 ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain PCS Site Agreement by and between SprintCom, Inc., a Kansas corporation ("SprintCom") and The City of Leesburg, a Florida municipal corporation ("Owner"), dated March 9, 1998 (the "Agreement").

BACKGROUND

SprintCom desires to expand the Site by approximately one hundred sixty square feet (160 sf) of space in order to incorporate an existing power generator. The generator site was included in Exhibit B-1 of the First Amendment to Communications Site Lease Agreement by and between Nextel South Corp., a Georgia corporation ("Lessee") and The City of Leesburg, Florida ("Lessor") which was terminated by Lessee effective November 20, 2012, leaving the generator in place without lease or other authorization for its presence. The generator supplied power to both the SprintCom, Inc. equipment and the Nextel South Corp. equipment. The generator and supporting equipment will now be incorporated into the Agreement.

In consideration for the permitted modifications, the Rent will be increased pursuant to the terms and conditions set forth below.

AGREEMENT

In consideration of the mutual promises between the parties and for good and other valuable consideration, the receipt and sufficiency of which is acknowledged, Owner and SprintCom agree as follows:

- 1. Premises and Use.** Section 1 of the Agreement is amended to reflect an increase in ground space of approximately 160 square feet for use of the existing generator and supporting equipment already in place at the site.
- 2. Exhibit A.** The Agreement is amended to include Exhibit A-1, a copy of which is attached and made a part hereof. Pursuant to Section 1 of the Agreement, Tenant is permitted to do all work necessary to prepare, maintain and alter the Site to install, modify or otherwise relocate the power generator or other Facilities at the Site. However, before commencing any work on site, Tenant must submit to Owner, in writing, a description of the work to be done, with drawings and specifications, and obtain Owner's consent in writing prior to commencement.
- 3. Modification to Rent.** In consideration for the permitted modifications to the Premises and upon full execution of this Amendment, SprintCom will issue to Owner a one-time payment of Two Thousand Four Hundred Ninety-Nine Dollars and 47/100 (\$2,499.47), in the same time and manner as rent is currently paid by SprintCom. This one-time payment consists of Additional Rent from November 21, 2012 through May 31, 2013 in the amount of \$2,462.53 plus a late fee in the amount of \$36.94. Beginning June 1, 2013, SprintCom will pay Additional Rent in advance in monthly installments of \$388.82 (three hundred eighty-eight dollars and 82/100), partial months to be prorated. The Additional Rent will increase in accordance with the terms of the Rent pursuant to Section 3 of the Agreement.
- 4. Notices.** Section 6 of the agreement is hereby deleted in its entirety and replaced with the following:

All notices must be in writing and are effective only when deposited in the U.S. mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to SprintCom are to be sent to: Sprint/Nextel Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a mandatory copy to: Sprint/Nextel Law Department, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020, Attn.: Real Estate Attorney. Notices to Owner must be sent to: City Manager, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749 – 0630, with a copy to Communications Manager, City of Leesburg, 318 South 2nd Street, Leesburg, FL 34748 – 5805.

5. General Terms and Conditions.

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions of this Amendment will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

Owner:

THE CITY OF LEESBURG, FLORIDA

By: _____

Name: DAVID KNOWLES

Title: Mayor

Date: _____

SprintCom:

SprintCom, Inc., a Kansas corporation

By: *Alan E Baker*

Name: Alan E Baker

Title: Real Estate Manager

Date: 5.15.2013

ATTEST: _____
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

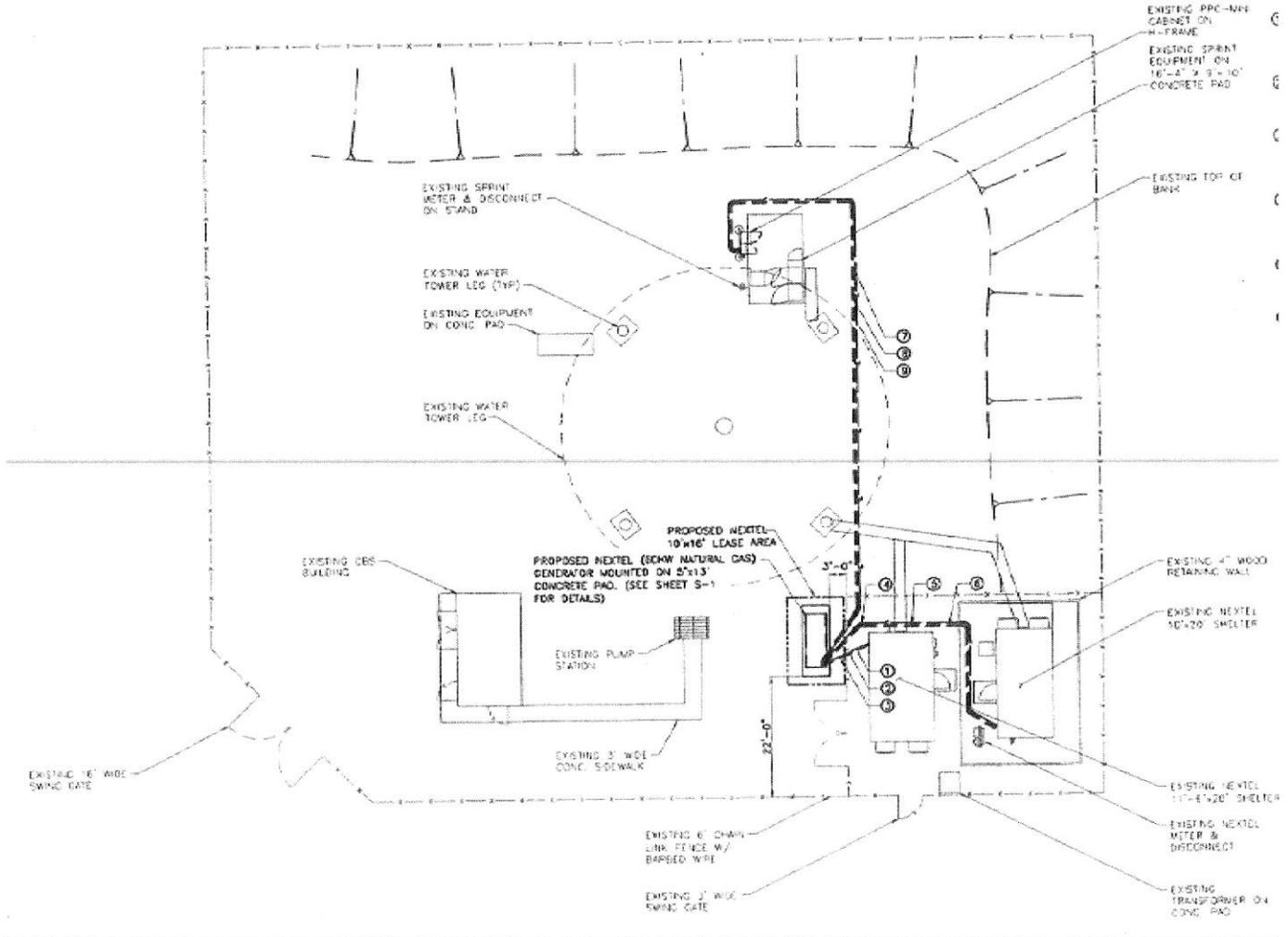
CITY ATTORNEY

EXHIBIT A
TO AMENDMENT NO. 1 TO
PCS SITE AGREEMENT

Site Plan

The Site is described and/or depicted as follows:

Insert Site Plan:



Owner and SprintCom may replace this Exhibit with an exhibit ("Replacement Exhibit") setting forth the legal description of the Site or an as-built drawing depicting the Site. Such Replacement Exhibit must be initialed and dated by both Owner and SprintCom in order to have the effect of replacing this Exhibit. Any visual and/or textual representation of the Facilities in any Replacement Exhibit shall be understood to depict the actual condition of the Site.

Owner's Initials: _____
SprintCom's Initials: MS