

SECOND AMENDMENT TO SERVICE AND ACCESS AGREEMENT

THIS SECOND AMENDMENT (this "Amendment") to SERVICE AND ACCESS AGREEMENT dated July 1, 2002, as amended by the First Amendment dated November 8, 2005 (collectively, the "Agreement") is entered into as of the ~~1st~~^{1st} day of ~~September~~^{September} 2015 ("Effective Date") by and between HARRIS CORPORATION, a Delaware corporation, successor-in-interest to M/A-COM, Inc. under the Agreement (as defined below) ("Harris"), and The City of Clearwater, Florida (the "City").

RECITALS

WHEREAS, the parties entered into the Agreement for the installation of a Communications System and related services thereto, as further described in the Agreement.

WHEREAS, Harris' predecessor-in-interest and Sprintcom, Inc. ("Sprint") , are parties to that certain Communications Site Sublicense Agreement (Tower) dated July 17, 2007 (the "Original Sublicense Agreement" pursuant to which Sublicensor sublicensed to Sublicensee space on a telecommunications tower and approximately three hundred seventy-five (375) square feet of space located in the City of Clearwater, Florida, commonly known as 1417 S. Missouri Avenue, as more particularly described therein for use in connection with providing communications services;

WHEREAS, Harris desires to provide Sprint with a limited and conditional right under the Sublicense Agreement to engage directly with the City for rental of tower space on conditions set forth in the Sublicense Agreement;

WHEREAS, the City and Sprint cannot engage directly for rental of tower space under the conditions to be detailed in the Sublicense Agreement, unless the SERVICE AND ACCESS AGREEMENT is amended as follows; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows as of the Effective Date, unless otherwise indicated:

1. Amendment.

Section 8.2. Shall be amended to add the following underlined language to the first sentence of this section: "M/A-COM, or its successors in interest, shall have the sole right to negotiate all future leases for all Third-Party Tower Tenants, which must be approved in writing by the CITY OF CLEARWATER, such approval not be unreasonably withheld; however, the City shall have the right to directly negotiate a license or lease with Third-Party Tower Tenants only after M/A-COM has terminated its sublicense agreement or portions of the sublicense agreement effecting M/A-COM's rights under the Agreement, provided the City is not in default under its obligations to M/A-COM under the Agreement.

2. Miscellaneous.

a. The terms and conditions of the Agreement, except as amended herein, shall remain in full force and effect.

b. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages delivered by electronic mail or facsimile shall be deemed effective as original signature pages.

c. 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 Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Communications Site Sublicense Agreement (Tower) as of the day and year first above written.

HARRIS:

HARRIS CORPORATION, a Delaware corporation

By: [Signature]
Name: ANIL K. JHA
Title: Vice President Global Solutions

Approved as to Form
By: [Signature]
Date: 5/20/18

Witnesses:
Patricia K. Harpring
PATRICIA K. HARPRING
Print Name:

[Signature]
Print Name: Barbara Kleinbach

**COUNTERSIGNED AS TO
THE CITY OF CLEARWATER, FLORIDA:**

-georencretkos
George N. Cretkos
Mayor

By: William B. Horne II
William B. Horne II
City Manager

Approved as to form:
[Signature]
Camilo A. Soto
Assistant City Attorney

Attest:
Rosemarie Call
Rosemarie Call
City Clerk

