

FPL Site # _____ (Tower -Tank Farm, Florida)
Riviera Beach, Florida

AMENDMENT TO
COMMUNICATIONS TOWER LEASE AGREEMENT

THIS AMENDMENT (the "**Amendment**") TO THE COMMUNICATIONS TOWER LEASE AGREEMENT dated 1992 (the "**Agreement**") by and between (Florida Power & Light Company ("**FPL**" also referred to herein as "**Lessor**") as Lessor and The School Board of Palm Beach County (the "**Board**" also referred to herein as "**Lessee**"), a political body pursuant to the laws of the State of Florida as Lessee is made this __18th__ day of April, 2007. Capitalized terms used in this Addendum to Exhibit A have the same meaning as such terms in the Agreement unless otherwise indicated.

1. Exhibit "A" to the Agreement is hereby deleted and replaced with the following:

Site Name: Riviera Beach, Florida (the "**FPL Tower -Tank Farm**")

Site Address: 2400 Port West Blvd, Florida

Site Legal Description: A portion of the following property;-- A PLAT OF LAND _1770.96 FEET BY _1770.96 FEET IN THE _SOUTHWEST AREA IN SECTION _31 RANGE _42 SOUTH TOWNSHIP _43 EAST . _26 DEGREES _46 ' _9 " _80 DEGREES _5 ' _52 " ("**FPL Tower Site**")

Site Latitude and Longitude: _26.46.9 / 80.5.52_____

Approximate Height of Tower Above Ground: _____400ft_____

FCC Antenna Structure Registration No. _____1027501_____

Collocation Request and Right of Use. Lessor leases all that certain portion of the FPL Tower identified in this Amendment from _Two Hundred Fifty_ (_250_) feet to _Three Hundred Fifty_ (_350_) feet, and ground space consisting of a _Ten_ (_10_) feet by _Twelve_ (_12_) feet parcel to Lessee for the construction, installation, maintenance, repair, replacement and operation of radio communication facilities described more specifically in **Exhibit B** hereto (the "**Lessee's Equipment**") all at Lessee's sole cost and expense. The lease to Lessee is non-exclusive, however, only Lessee shall have the right to occupy that physical space leased to Lessee for Lessee's Equipment. Lessee's right of use shall not materially and adversely affect or interfere with the use and operations of other lessees collocated on the FPL Tower as of the Effective Date, the FPL communications system or FPL electric operations or otherwise create a legal estate or interest in the FPL Tower or property and is subject to the terms and conditions set forth in this Amendment to the Agreement.

2. Paragraph 2 of the Agreement is amended to include the following sub-paragraphs:

2.1 Prior Approval of Plans and Structural Analysis: Pre-Construction Meeting.

2.1.1 Prior to construction or installation of Lessee's Equipment on the FPL Tower or at the FPL Tower site, Lessee, at its sole cost and expense, shall hire a licensed structural engineer approved by FPL to conduct a structural and wind load analysis of the FPL Tower, including any existing and future FPL loads as well as the load of Lessee's antennas, cabling and appurtenances and the antennas, cabling and appurtenances of any other lessees of the FPL Tower. Lessee shall submit to FPL for FPL approval, which approval shall not to be unreasonably withheld, conditioned or delayed, a set of plans and specifications (the "**Plans**") for the installation of Lessee's Equipment, on the FPL Tower or at the FPL Tower Site including a copy of the structural analysis, in accordance with FPL requirements. Given the substantial amount of equipment that Lessee will be removing from the FPL Tower in January, 2007, FPL hereby waives, in this one instance, the requirement that Lessee perform a structural analysis of the FPL Tower. A complete list of the Lessee equipment to be removed from, and installed upon, the FPL Tower is attached hereto as Attachment "A" and incorporated herein as fully as though set forth at length

2.1.2. In addition, Lessee, at the sole expense of Lessee, shall perform an RF Analysis, as set forth in sub-Paragraph 3 of this Addendum, below, and submit a copy of the RF Analysis to FPL along with Lessee's construction plans and structural analysis.

2.1.3. Notwithstanding any other provision of this Agreement, as amended, to the contrary, FPL shall advise Lessee of FPL's approval or disapproval within thirty (30) calendar days after receipt of Lessee's Plans and Intermod analysis, such approval not to be unreasonably withheld, conditioned or delayed.

2.1.4. After Lessee's construction plans have been approved by FPL (the "**Approved Plans**") and prior to start of construction by Lessee, Lessee shall provide FPL with Lessee's proposed schedule of construction work at the FPL Tower Site and shall contact the FPL Radio Operations Supervisor, Armando Fernandez at 305 552 2795, to arrange an on-Site pre-construction meeting.

2.1.5 **Make-ready Work.** All make-ready work must be shown in Lessee's Plans and approved by FPL. If the make-ready work has been approved by FPL, the work shall be performed only by an FPL approved contractor who shall be subject to FPL's insurance, indemnity, mechanic's liens and notice requirements. Lessee shall be solely responsible for all make ready costs, including but not limited to reasonable costs of engineering required for make-ready work, material, labor, inspections and, if FPL deems necessary, the labor associated with an FPL technician to be on-site during the work. For Lessee's January 2007 equipment removal and installation work only, FPL hereby approves the Lessee's use of CITATION COMMUNICATIONS ("**Contractor**"). Lessee acknowledges and agrees that prior to the performance of any work at the FPL Tower; Contractor must provide FPL with a certificate of insurance identifying FPL as an "Additional Insured" on Contractor's policy of insurance, which policy shall be in the amounts required by FPL under the Agreement as amended by this Amendment.

2.1.6 **Permits:** The Lessee is responsible for securing any and all necessary permits and approvals required for all Lessee work to be performed from all governmental entities or private persons. **The FPL Radio Operations Supervisor (David Gutierrez) at phone # (954-658-2262 /561-640-2479) must be provided with a copy of the permit granted by a governmental entity and all associated documents and any other required governmental approvals prior to the initiation of Lessee's construction.** Lessee acknowledges that FPL has made no representations as to the approval by any local, state or federal permitting authority or other person as to the issuing of any permit or approval necessary for Lessee's construction or operations under this Agreement, as amended.

2.1.7 Following the completion of any installation, modification or relocation of Lessee's Equipment on the FPL Tower or FPL Tower Site, but prior to the activation of Lessee's Equipment, Lessee shall provide FPL with updated as-built drawings, initialed by Lessee and documenting that all installed Lessee Equipment conforms to the plans and specifications previously approved by FPL. In addition, Lessee, at Lessee's expense, shall engage an independent inspector approved by FPL to perform an inspection of the FPL Tower and to certify in writing to FPL that all work has been properly performed in compliance with all Approved Plans, specification, drawings and/or other requirements.

2.1.8 Upon completion of any construction or contracted services Lessee shall provide FPL with an affidavit stating that all contractor and sub-contractors are paid for services provided.

2.1.9 Prior to commencing operation of radio communications Lessee shall provide FPL with an affidavit stating that Lessee has secured a certificate of occupancy.

2.1.10 **Modifications.** No modifications, changes or alterations to the Approved Plans and Lessee's Equipment, either before or after initial installation, shall be made by Lessee without the prior approval of FPL and in the manner provided herein, such approval not to be unreasonably withheld, conditioned or delayed. Lessee shall provide FPL with advance written notice of any such change request or addition. Notwithstanding the frequencies set forth on Exhibit B attached hereto, Lessee shall have the right, at any time during the term of this Agreement as amended, to change or add additional frequencies with the prior consent of FPL, such consent not to be unreasonably withheld, conditioned or delayed. For any proposed frequency change or addition, Lessee shall provide prior notice to FPL along with an amended RF Analysis as defined in this Amendment, which demonstrates that the frequency change or addition will not cause interference which would violate the terms and conditions of the Agreement, as amended. FPL, upon receiving a complete RF Analysis from Lessee, shall process its approval within thirty (30) days of receipt of the notice. Unless due to or arising out of a force majeure event, including but not limited to storm, or unless FPL provides written explanation to Lessee of the inability to answer within thirty (30) days after

receipt of notice and the RF Analysis and a new time for response not to exceed ten (10) business days. FPL shall under no circumstances charge Lessee additional fees or any other amount for a change or addition of frequencies. Lessee agrees to comply with the terms and provisions of this Agreement as amended thereto with respect to interference in connection with such change or addition of frequencies.

2.2 RF ANALYSIS AND INTERFERENCE

2.2.1. RF Analysis. Lessee at its sole cost and expense prior to operating Lessee's Equipment, and thereafter upon written request of FPL, shall conduct a radio frequency interference analysis ("**RF Analysis**") of Lessee's Equipment and all other equipment on the Tower. All radio frequency testing is to be scheduled in advance with FPL and shall be supervised by FPL. In the event that Lessee's Equipment causes "objectionable interference" (as hereinafter defined) with the equipment of Licensor or other lessees using the FPL Tower as of the Effective Date of this Agreement, Lessee shall take all steps necessary to correct and eliminate such interference. If the interference cannot be eliminated within forty-eight (48) hours after receipt of written notice from FPL to Lessee, Lessee shall temporarily disconnect the electric power and shut down the Lessee's Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference). If such interference is not corrected within thirty (30) days after receipt of the written notice, Lessee agrees, at its option, to (i) remove that part of the Equipment from the Tower and the Site which is causing the interference, (ii) to the extent that it has begun the process of eliminating and correcting the interference, and so long as the Equipment causing the interference remains disconnected and shut down, to continue to act in good faith and with all required diligence to correct the interference within a reasonable extended period of time, such period not to exceed one hundred eighty (180) days, after which Lessee shall remove that part of the Lessee's Equipment from the FPL Tower and the FPL Site which is causing the interference; or (iii) to terminate this Agreement. Upon such termination and removal of Lessee's Equipment, FPL shall refund the pro-rata amount of the pre-paid Lessee Fee, subject to set-off for any other amount due and owing to FPL under this Agreement. After initial installation and operation of Lessee's Equipment, the same restrictions against objectionable interference shall apply. **Any notice to Lessee under this section shall also be sent to Florida State Technology Office, c/o Contract Manager, State Technology Office, 4030 Esplanade Way, Tallahassee, Florida 32399-9050.**

2.2.2. Other Lessees. FPL shall place similar restrictions on radio frequency interference by other Lessees with respect to equipment which future Lessees install on the FPL Tower after Lessee's installation of Lessee's Equipment. It is understood and agreed that any lessee which changes previously installed equipment or which installs new equipment which causes Objectionable Interference (as defined below) to equipment of other lessees then on the FPL Tower, shall be responsible for correcting such Objectionable Interference at its sole cost and expense. If the interference caused by any lessee which changes previously installed equipment or which installs new equipment cannot be eliminated within forty-eight (48) hours after receipt of written notice from Lessee or FPL to the subsequent lessee, such lessee shall temporarily disconnect the electric power and shut down its equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of the written notice, such subsequent lessee agrees to remove the Equipment from the FPL Tower and the FPL Site and the agreement with the subsequent lessee shall terminate as if by expiration. If Lessee suffers "Objectionable Interference" as defined below, which causes material interference with Lessee's operations or causes Lessee to cease broadcast operations, Lessee's duty to pay the Annual License fee shall abate until such time as Lessee is able to resume broadcast operations without such Objectionable Interference.

2.2.3. "Objectionable Interference" Defined. For purposes of this Agreement, "objectionable interference" shall be deemed to exist if: (1) a determination to that effect is made by an authorized representative of the Federal Communications Commission (FCC); or (2) a condition exists which constitutes interference within the meaning of the Rules and Regulations of the FCC in effect at the time; or (3) there is a material impairment of sound, picture, data or other transmission in any area at any hour during the period of operation of such activity, as compared with that which would be obtained if no other entities were transmitting from the Site or had any equipment at the Site. A reasonable temporary interference which does not materially interfere with the operation or maintenance of said equipment and which is occasioned by the approved installation of new equipment or repairs to or maintenance of existing equipment of another Lessee, all after provision of any required notice, shall not be considered objectionable interference.

2.2.4. Interference With Utility Operations.

2.2.4.1. In addition to the foregoing, Lessee shall operate and maintain Lessee's Equipment in such manner as to not interfere with or cause any degradation to the safe and efficient operation of FPL's communications facilities, electric transmission and distribution lines, electric substations, and other facilities used in FPL's provision of utility service to the public. FPL is solely responsible for determining whether such conditions exist, and upon notification that FPL has detected such interference, Lessee shall immediately take corrective action or terminate its operations at the Site. If the interference is not eliminated within twenty-four (24) hours of notice by FPL, FPL may in addition to its other rights or remedies, at its discretion, (1) disconnect power to Lessee's equipment and/or (2) take corrective action and charge Lessee for all costs of labor and materials necessary to eliminate such interference. If Lessee is unable to implement corrective measures within thirty (30) days that will eliminate the interference to FPL's satisfaction, either party hereto shall have the right to terminate this Agreement upon written notice to the other.

2.2.4.2. The primary purpose of the FPL communications facilities is to provide wireless communications for FPL. It is the Lessee's responsibility to ensure that Lessee does not interfere with any FPL communications systems, either current or future. FPL shall give Lessee a minimum of thirty (30) days prior notice prior to the deployment of any future technology to allow Lessee to determine if the future technology will cause Objectionable Interference with the Equipment of Lessee. To the extent that Lessee reasonably determines in advance that Objectionable Interference is likely to occur, Lessee shall, subject to the prior written approval of FPL, such approval not to be unreasonably withheld, conditioned or delayed, be permitted at its expense to make any required alterations to or additions of Equipment to eliminate the potential for Objectionable Interference. If FPL deploys a future technology that is interfered with by the Lessee it is the Lessee's responsibility to resolve all Objectionable Interference. If the Objectionable Interference cannot be resolved, the Lessee must cease operations. If the Objectionable Interference cannot be resolved after mutually agreed upon effort of both parties, Lessee may terminate this Agreement and remove Lessee's Equipment. If FPL deploys new technologies that are operating in compliance with FCC license requirements but is identified as causing Objectionable Interference with the Lessee's system, then FPL will work with the Lessee to resolve the Objectionable Interference. If the Objectionable Interference cannot be resolved after mutually agreed upon effort of both parties, Lessee may terminate this Agreement and remove Lessee's Equipment. Reimbursement of fees to Lessee will be made based upon pro rata use of the Tower site from the time a formal notice of cancellation is received.

2.2.4.5. Environmental Matters. Lessee shall not cause or permit the storage, treatment or disposal of any Hazardous Waste in, on, or about the Tower site by Lessee, its agents, employees or contractors except for storage, handling and use of minimal quantities and types used by Lessee in the ordinary course and the prudent conduct of Lessee's business on the Tower site, including, but not limited to batteries and fuel for generators for auxiliary power ("permitted Hazardous Materials"), provided that, the following occurs: (1) PRIOR NOTIFICATION – FPL must be given notification prior to the permitted Hazardous Materials being brought onto the site. (a) Prior notification means written notice to the FPL Area Environmental Coordinator ("AEC"). (b) For the FPL Tower -Tank Farm Service Center (2400 Port West Blvd, Riviera Beach, FL the AEC is David Gutierrez) at phone # (954-658-2262 /561-640-2479). (c) The prior FPL notification must include a listing of all permitted Hazardous Materials that will be brought on site, including its Material Safety Data Sheet, and the quantities for each permitted Hazardous Materials. (d) FPL must respond in writing that the appropriate notification for permitted Hazardous Materials was received along with the MSDS (Material Safety Data Sheet) and quantities of material with each. (2) STORAGE, HANDLING AND USE –the storage, handling and use of such permitted Hazardous Materials must at all times conform to all governmental requirements and to applicable fire, safety and insurance requirements. (3) MINIMUM QUANTITIES - the types and quantities of permitted Hazardous Materials must be reasonable and appropriate to the nature and size of Lessee's operations at the Site. (4) NO DISCHARGE OF HAZARDOUS MATERIALS - no Hazardous Materials shall be spilled or disposed of on, in, under or around the Site or otherwise discharged by Lessee. Lessee shall not permit the Site to be used or operated in a manner that may cause the Site or any part of the Site to be contaminated by any Hazardous Materials in violation of any Environmental Laws. Lessee shall be solely responsible for and shall defend, indemnify and hold harmless FPL, its agents and employees from and against all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with Lessee's breach of its obligations in this Section or Lessee's introduction of Hazardous Materials to the Site. Lessee's obligations under this section shall survive the expiration or other termination of this License Agreement. Lessee shall provide FPL with contact information for Lessee including a physical address and a telephone number, to be utilized for any changes in Hazardous Materials, any releases of Hazardous Materials, or any other issues that require communication with the Lessee.

2.2.5. "Hazardous Materials" Defined. As used in this Agreement, "Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. 1801-1812; the Resource Conservation Recovery Act of 1976, 42 U.S.C. 6901-6987; the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 *et seq.*, or any other federal, state or local statute law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws.")

2.2.5.2. "Hazardous Waste" Defined. As used in this Agreement, the term "Hazardous Waste" means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. 6901-6987.

2.2.5.3. Radiofrequency Radiation. Lessee shall comply with all federal regulations applicable to radiofrequency (RF) radiation, and take such steps as may be required by such laws to protect persons from exposure to RF radiation due to operation of Lessee's Equipment, and to ensure that its own employees and agents having access to the Site are properly trained to work in environments where RF radiation may be present, including knowledge of OSHA requirements. FPL will take reasonable steps to prevent unauthorized access to the Site and Tower generally. It remains Lessee's sole responsibility to control access to its Equipment and to take any steps necessary to ensure that operation of its Equipment will not violate any applicable federal RF regulations or that Lessee's employees or agents comply with safety procedures.

2.2.5.4. In the event applicable federal RF exposure guidelines would be exceeded in a particular area or areas due to emissions from multiple transmitters including those of Lessee, Lessee will take any steps necessary to bring the area into compliance, including but not limited to: (1) providing any data reasonably necessary to allow other Lessees of FPL to analyze the emissions without on-site testing; (2) allowing other involved Lessees or FPL to perform reasonable testing on or around Lessee's Equipment in order to analyze the emissions, including Lessee's providing access to locked areas; and (3) cooperating with other involved Lessees and FPL to reduce Lessee's emissions to a level such that the area(s) can be brought into compliance. Failure of Lessee to cooperate in good faith, as determined by FPL, shall be cause for FPL to terminate this Agreement.

2.2.5.5. After ten (10) days prior notice to Lessee, FPL, may take steps on its own volition to bring an area into compliance, such as erecting shielding near Lessee's equipment, relocating Lessee's equipment to a different location on the Tower, but only with the prior consent of Lessee, or installing signage. No such actions shall be taken which shall cause material interference with the operations and uses by Lessee permitted by this Agreement. **In no event, are such measures to be construed as relieving Lessee of its obligations to ensure compliance with regulations on RF emissions. If an area is not in compliance due to Lessee's operations and Lessee fails to timely bring an area into compliance or does not consent to FPL's bringing an area into compliance, Lessee, upon request of FPL, shall immediately cease its operations.**

2.2.5.6. Lessee agrees to abide by FPL's access requirements set forth herein and **Exhibit C** attached hereto during which Lessee and other Lessees using the Tower may have access to the Tower for installation, maintenance, and other purposes. In addition, Lessee agrees to comply with reasonable requests by FPL or other Lessees on the Tower to power down its Equipment or temporarily suspend transmissions to permit FPL or other Lessees to conduct installation, maintenance, painting, or similar activity on the FPL Tower or at the FPL Site.

3. Lessee contact for emergencies: Palm Beach County School District Police, telephone: 561-434-8700; 24 hour notification via FPL Help Desk 305-552- 4357

Lessee contact for emergencies: Palm Beach County School District Police, Security Services Section

4. Exhibit "B" to the Agreement is deleted and replaced with the following:

Description of Communications Facility:

Type and Model: 1 Spirit Antenna HD9-80669 FQ 800; 2 Spirit Antennae HX9-45070 FQ 450-470
Dimensions: (Length) All are Twenty (20) Feet x 1.5" Dia.
Attachment Heights on Tower: _105.5 m (antenna & Amp),_106.7m,_107.0m_
Quantity: Three (3) antennae and One (1) amp (see below)
Frequencies: 800MHz (Tx 866.15 & Rx 821.15),_400MHz (Tx 452.175, Tx 462.1375, Tx 463.5625, Tx 463.8875, Tx 464.9125)
Note: Rx Freq. is -5Mhz from each Tx Freq.

Spacing of Antennae:
Number of Transmission Lines: 3
Size of Transmission Lines: 1-1/4"
Type and Model of Transmission Lines: Foam RFS Cable
Ground Equipment:

Special Provisions: Removing a 6' Dish Antenna. Installing a TXRX Tower Mount AMP Model # 421-70-03-TMP
Customers' Specific Requirements:

LESSEE:
The School Board of Palm Beach
County

LICENSOR:
Florida Power & Light Company

By: _____
Its: _____
Date: _____

by: _____
Its: _____
Date: _____

Approved As To Form
And Legal Sufficiency
Blair Hunt 3/22/07