#### SECOND AMENDMENT TO SPACE LEASE AGREEMENT

This Second Amendment to the Space Lease Agreement dated December 9, 2004 (this "Second Amendment") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CITY OF COCONUT CREEK, a municipal corporation, with its offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "City", and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Omnipoint Holdings, Inc., with its principal offices located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, as Tenant, hereinafter "Tenant".

WHEREAS, City and Tenant entered into a Space Lease Agreement on December 9, 2004 (the "Agreement"), whereby Tenant leased from City a portion of real property (the "Land") and space on the City's telecommunications tower (the "Tower") at 5555 Regency Lakes Blvd., Coconut Creek, FL 33063, as more fully described in the Agreement; and

WHEREAS, City and Tenant entered into an Amendment to Space Lease Agreement on April 24, 2008 (the "First Amendment"), whereby Tenant modified Tenant's equipment located on the Tower and therefore increased the amount of Rent payable to the City; and

WHEREAS, City and Tenant desire to amend the Agreement in order to modify and replace existing Tenant's equipment on the Tower, which will not substantially increase the Tenant's loading factor on the Tower; and

WHEREAS, City is willing to permit Tenant to swap out and modify its equipment and frequencies to be used by Tenant on the subject Tower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

- 1. Exhibit A, to the Agreement as modified by the First Amendment, which sets forth the description of the property leased and the transmit and receive frequencies allowed to be utilized by Tenant on the Tower, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto, and made a part hereof. In the event of any discrepancy between Exhibit A and A-1, Exhibit A-1 shall control.
- Tenant acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications. Tenant further acknowledges and agrees that this Second Amendment shall not become effective until City approval of the modifications and confirmation that the improvements do not adversely affect the structural stability and wind-loading capability of the Tower.

- 3. City and Tenant each hereby warrant to the other that the person executing this Second Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
- 4. All remaining provisions of the Agreement and First Amendment not in conflict with the provisions in this Second Amendment shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
- 5. The Agreement, the First Amendment and this Second Amendment contain all agreements, promises or understandings between City and Tenant, and no verbal or oral agreements, promises or understandings shall be binding upon either the City or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Second Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Second Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the padate indicated above.	arties have set forth their hand and seal as of the
	City:
	CITY OF COCONUT CREEK, a municipal corporation
ATTEST:	
Leslie Wallace May, City Clerk	By: Rebecca A. Tooley, Acting Mayor
	APPROVED AS TO FORM:
20 by Rebecca A. Tooley, as Acting	Terrill C. Pyburn, City Attorney  edged before me this day of, Mayor, City of Coconut Creek. He/she is l or has provided as identification and
	Notary Public, State of
	Printed, typed or stamped name of Notary
	My commission number and expiration date:

Tenant:

T-Mobile South LLC

WITNESS Print Name: Mari lyn Lubia

Name: Harlan Kickhoefer

Title: Director, Network Eng. & Ops.

1/7/15

WITNESS

Print Name: LUCY OFREYRE

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this the day of vanuary, 2015 by Harlan Kickhoefer, as Director, Network Engineering & Operations, of T-Mobile South LLC. He/she is personally known to me or has provided or has provided as identification and he/she did/did not take an oath

Notary Public, State of

Printed, typed or stamped name of Notary

My commission number and expiration date:

#### **EXHIBIT A-1**

to the Second Amendment dated \_\_\_\_\_\_\_, 20\_\_\_\_ by and between the City of Coconut Creek, a municipal corporation, as Landlord, and T-Mobile South LLC, as Tenant.

# **DESCRIPTION OF PROPERTY & LIST OF ANTENNAS**

### Antennas:

- (6) RFS APX17DW-17DWVS-A20
- (3) ANDREW DBXNH-6565B-A2M

# Remote Radio Units:

- (3) NOKIA FRIG W/O SOLAR SHIELD
- (2) NOKIA FXFC W/ SOLAR SHIELD
- (3) NOKIA FRLB W/ SOLAR SHILED

# Amplifiers:

- (6) RFS DUAL ATMAP1412D-1A20

## Cables:

- (1) 1.24" LOW CAPACITY HCS
- (12) 7/8 COAX
- (1) COMMSCOPE 1.3 C4006L-NFNF

#### Junction Box:

- (1) RAYCAP ASU9338TYP01 COVP (at tower)
- (1) RAYCAP ASU9338TYP01 COVP (at Ground)

# Frequencies:

1885-1910 1965-1990 1735-1755 2135-2155 698-704 728-734

Tenant's Equipment located at the 110 foot level of the Tower. Revised Construction Drawings dated 10/20/2014 attached hereto are part of Exhibit A-1.

s:\data\city attorney\common\documents\agreements\t-mobile lakeside lease amend v6.doc















