

EXHIBIT "D"

Tenant Site Number: CFLCOC20-2  
Tenant Site Name:MI60XC004-A

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND SPRINT SPECTRUM REALTY COMPANY, L.P., SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM L.P. DATED AUGUST 10, 2006**

This First Amendment to the Lease Agreement (this "Amendment") is made this 12<sup>th</sup> day of February, 2014<sup>5</sup> 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 **SPRINT SPECTRUM REALTY COMPANY, L.P.**, a Delaware limited partnership, successor-in-interest to **SPRINT SPECTRUM L.P.**, with its principal offices located at 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, as Tenant, hereinafter "Tenant".

**WHEREAS**, City and Tenant entered into a Lease Agreement on August 10, 2006 (the "Agreement"), whereby Tenant leased from City a portion of real property (the "Property") and space on the City's telecommunications tower (the "Tower") at 4800 West Copans Road, Coconut Creek, FL 33063, as more fully described in the Agreement; and

**WHEREAS**, City and Tenant desire to amend the Agreement in order to modify and increase the amount of Tenant's equipment on the Tower, which will increase the Tenant's loading factor on the Tower; and

**WHEREAS**, City is willing to permit Tenant to add its additional equipment and increase the loading of the subject Tower in consideration of adjustments to the rent payable under the Agreement.

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

1. Section 6.01 of the Agreement is hereby repealed in its entirety and replaced with the following:

**Section 6.01.**

**Rent:** Tenant shall pay City, as rent the amounts set forth herein, together with any State, County, or local taxes, if applicable, at the office of the City. Rent shall be paid in monthly installments in advance, without prior notice or invoice by City, on or before the first day of each month and without offset or deduction. Commencing on the first day of the month following full execution of this First Amendment, ~~and on the first day of each month thereafter,~~ Tenant shall pay to City as rent Fifty-One Thousand Two Hundred Twenty-Two Dollars (\$51,222.00) per year, payable monthly in the amount of Four Thousand Two Hundred Sixty-Eight Dollars and Fifty cents (\$4,268.50) ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. MS  
JLP

Rent shall be payable to CityScape Consultants, Inc. (the City's Site Manager) at the address specified herein. On each anniversary of the Commencement Date during the Term and any Renewal Terms, Rent shall be increased by four percent (4%) annually, which shall be cumulative.

2. Section 17.07 of the Agreement is amended as follows:

**Section 17.07.**

~~Whereas, TENANT desires to include equipment, as indicated on the attached Exhibit "D", to transmit and receive on radio frequencies in both the 800 MHz band and the 1,900 MHz band, and whereas TENANT desires to operate both EMSR and PCS services from the same one hundred ten (110) foot aperture of the Tower, and whereas TENANT desires to install up to nine (9) antennas and nine (9) feedlines on the Tower, TENANT agrees to make certain modifications to the Tower, as described in the Spring Structural Analysis attached as Exhibit "E" to this Agreement. CITY agrees that up to nine (9) antennas and up to nine (9) feedlines may be installed on the Tower prior to such modifications, but all modifications SHALL be completed prior to the TENANT's facilities being made operational. Tenant has the right to install the number of antennas and feed lines and the frequencies used thereby in accordance with Exhibit D-1.~~

MS  
XCP

3. Exhibit B to the Agreement is hereby deleted in its entirety and is replaced with Exhibit B-1 attached hereto and made a part hereof. In the event of any discrepancy between Exhibit B and Exhibit B-1, Exhibit B-1 shall control.
4. Exhibit D to the Agreement, 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 D-1, attached hereto, and made a part hereof. In the event of any discrepancy between Exhibit D and D-1, Exhibit D-1 shall control.
5. Tenant acknowledges and agrees that it shall reasonably cooperate with other tenants on the Tower in coordination of its proposed modifications. Tenant further acknowledges and agrees that this 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.
6. City and Tenant each hereby warrant to the other that the person executing this 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.
7. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

8. The Agreement and this 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 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 Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

City:

**CITY OF COCONUT CREEK**, a  
municipal corporation

ATTEST:

Leslie Wallace May  
Leslie Wallace May, City Clerk

By: Rebecca A. Tooley  
Rebecca A. Tooley, Acting Mayor

APPROVED AS TO FORM:

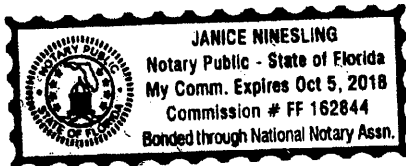
Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2015 by Rebecca A. Tooley, as Acting Mayor of the CITY OF COCONUT CREEK, a municipal corporation, she is personally known to me or has provided or has provided \_\_\_\_\_ as identification, and she did/did not take an oath

Janice Ninesling  
Notary Public State of Florida



Janice Ninesling  
Printed, typed or stamped name of Notary  
My commission number and expiration date:

Tenant:

**SPRINT SPECTRUM REALTY COMPANY,  
L.P.**, a Delaware limited partnership

[Signature]  
WITNESS  
Print Name: Jason Laskey

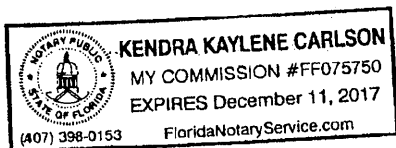
By: [Signature]  
Name: Matthew Spiale  
Title: Market Manager  
Date: 1/6/15

[Signature]  
WITNESS  
Print Name: Trabiela Araque

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6 day of January, ~~2014~~ <sup>2015</sup> by Matthew Spiale, as Market Manager of Sprint Spectrum Realty Company, L.P., a Delaware limited partnership. He/she is personally known to me or has provided or has provided FLDL as identification and he/she did/did not take an oath



[Signature]  
Notary Public, State of Florida

Kendra Carlson  
Printed, typed or stamped name of Notary

My commission number and expiration date: 12/11/17

**EXHIBIT B-1**  
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to the First Amendment dated \_\_\_\_\_, 2014 by and between the City of Coconut Creek, a municipal corporation, as Landlord, and SPRINT SPECTRUM REALTY COMPANY, L.P., as successor-in-interest to **SPRINT SPECTRUM L.P.**, as Tenant.

Tenant's Premises depicted in following figures on Exhibit B-1 from Sprint Constructions Drawings dated August 7, 2014.

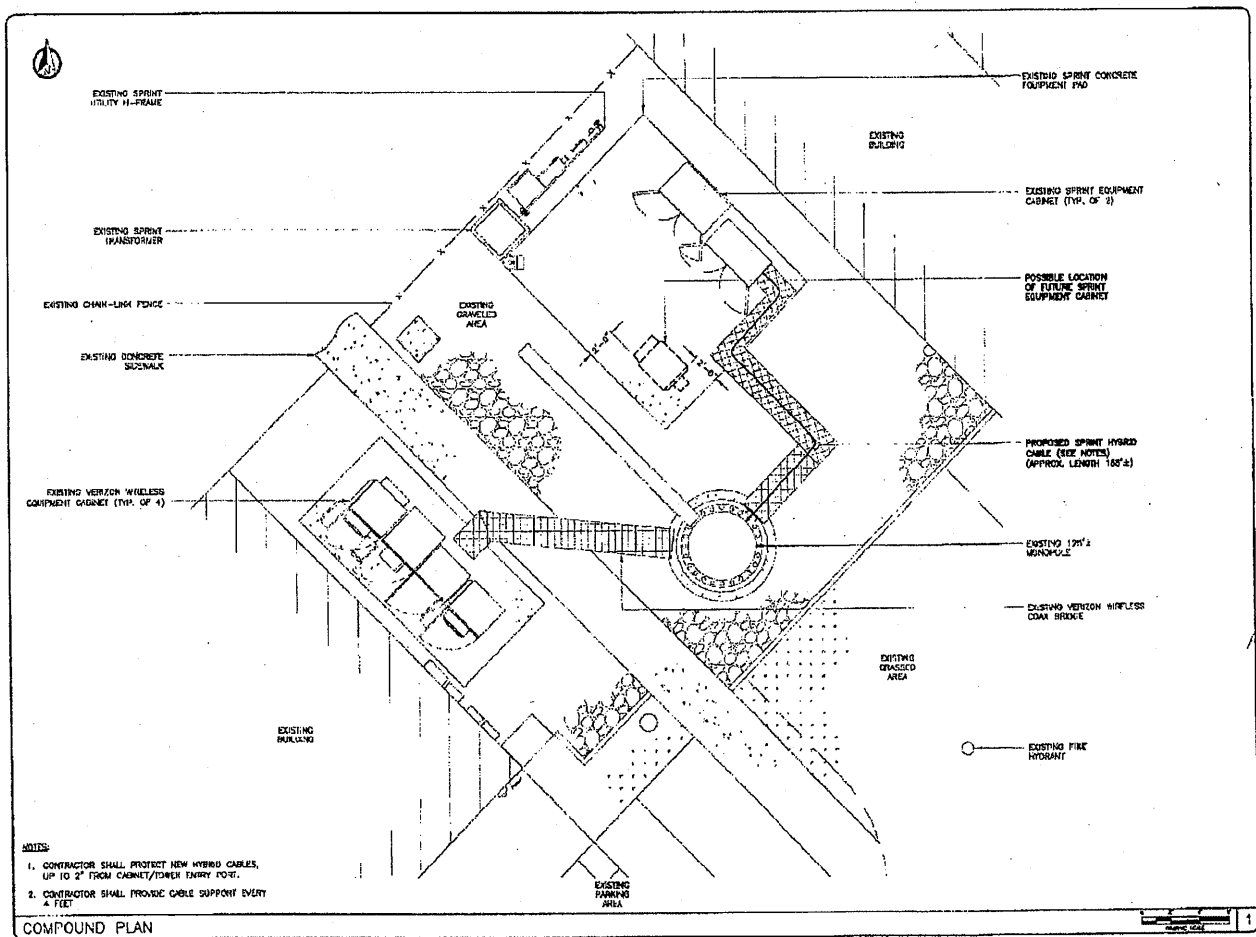


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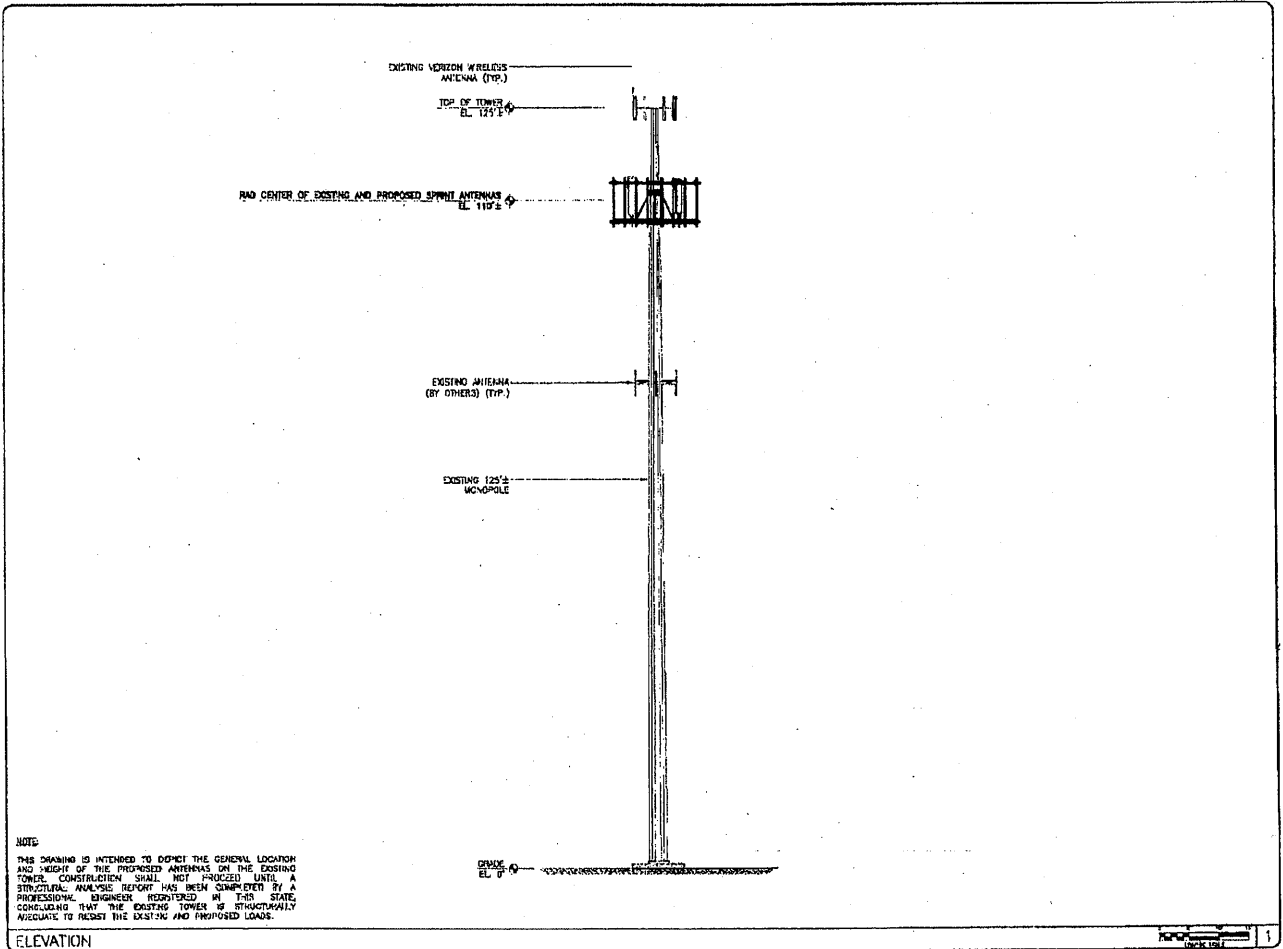
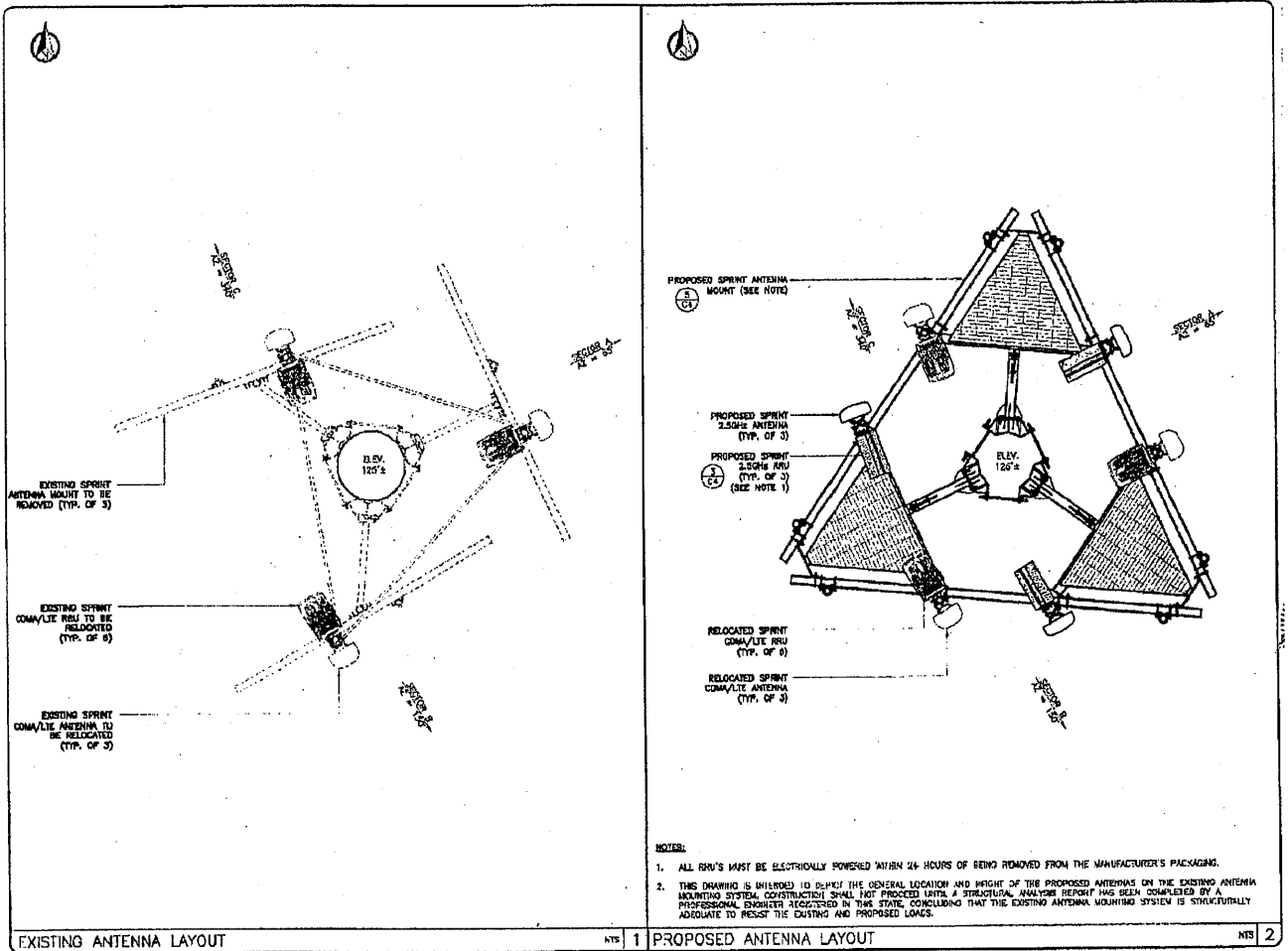


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## EXHIBIT D-1

to the First Amendment dated \_\_\_\_\_, 2014 by and between the City of Coconut Creek, a municipal corporation, as Landlord, and SPRINT SPECTRUM REALTY COMPANY, L.P., as successor-in-interest to **SPRINT SPECTRUM L.P.**, as Tenant.

### LIST OF EQUIPMENT

#### Sprint 110'

- (3) RFS APXVERR 18-C on platform
- (3) 39mm hybrid cables – ground to platform
- (1) 0.7mm hybrid cable – ground to platform
- (3) Commscope TTTT 65AP-1XR on platform
- (12) Ericsson RRU 11 on platform
- (3) NSN FZHJ (RRU) on platform
- (3) Ericsson 800 SMR filter on platform
- (3) RFS 1BC 1900GDI combiner on platform

#### Frequencies:

Transmit: 851-869; 935-940; 1990-1995

Receive: 800-824; 896-901; 1910-1915