

EXHIBIT "D"

Site # FB1173

AMENDMENT TO SPACE LEASE AGREEMENT

THIS AMENDMENT TO SPACE LEASE AGREEMENT ("Amendment") is made and entered into on April 24, 2008, by and between CITY OF COCONUT CREEK ("Landlord"), and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Omnipoint Holdings, Inc. ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into a Space Lease Agreement dated December 9, 2004 (including any prior amendments, the "Lease"), with respect to Space located at City of Coconut Creek at 5555 Regency Blvd., Coconut Creek, Florida, and commonly known as Lakeside Park, Florida.

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of April 20, 2008, (a) Tenant will have the right to modify its equipment at the Space as described and depicted in Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted in Exhibit A in all respects, and (b) the Rent that Tenant pays Landlord will be increased by Two Hundred Sixty-Two Dollars and Fifty Cents (\$262.50) per month.

2. Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile South LLC  
3407 W. Dr. Martin Luther King Jr. Blvd.  
Tampa, FL 33607  
Attn: Lease Administrator

With a copy to:

T-Mobile South LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administration

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

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

By: Rebecca A. Tody  
Name: Rebecca A. Tody  
Title: Mayor  
Date: April 29, 2008

Witnesses:  
Barbara S. Price  
Barbara S. Price, City Clerk

Approved as to form:  
Paul S. Stuart  
Paul S. Stuart, City Attorney  
**NANCY A. COUSINS**

**T-MOBILE SOUTH LLC, a  
Delaware limited liability company**

By: Harlan Kickhoefer  
Name: Harlan Kickhoefer  
Title: Director, Engineering & Operations  
Date: 4/29/08

Witnesses:  
John Gates  
Name: John Gates

Pier Salazar  
Name: Pier Salazar

EXHIBIT A

(Approved modification plans to be attached hereto)



**T-Mobile**  
 1000 N. GULF BLVD  
 SUITE 100  
 PENSACOLA, FL 32504

**Mobile Structures  
 SERVICES**  
 1000 N. GULF BLVD  
 SUITE 100  
 PENSACOLA, FL 32504

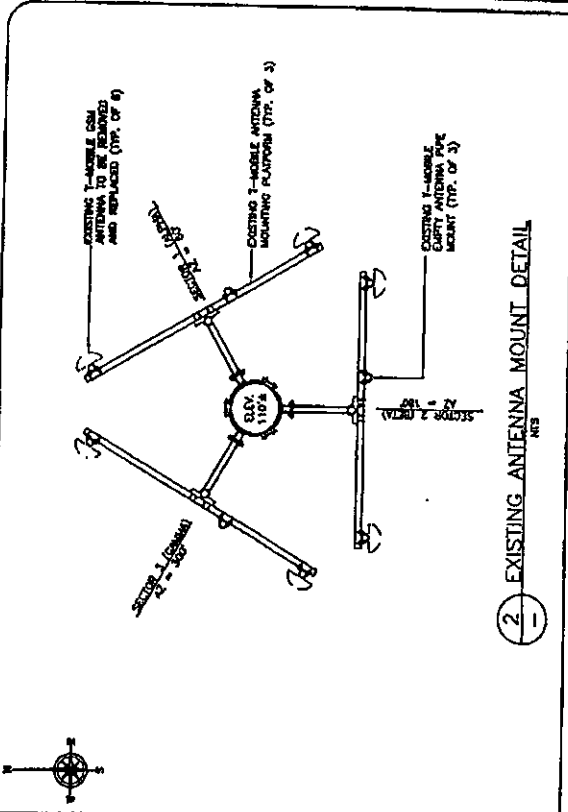
**MACTEC**  
 1000 N. GULF BLVD  
 SUITE 100  
 PENSACOLA, FL 32504

CONTRACT NO. 1700-00-100 (17)  
 PROJECT NO. 1700-00-100 (17)

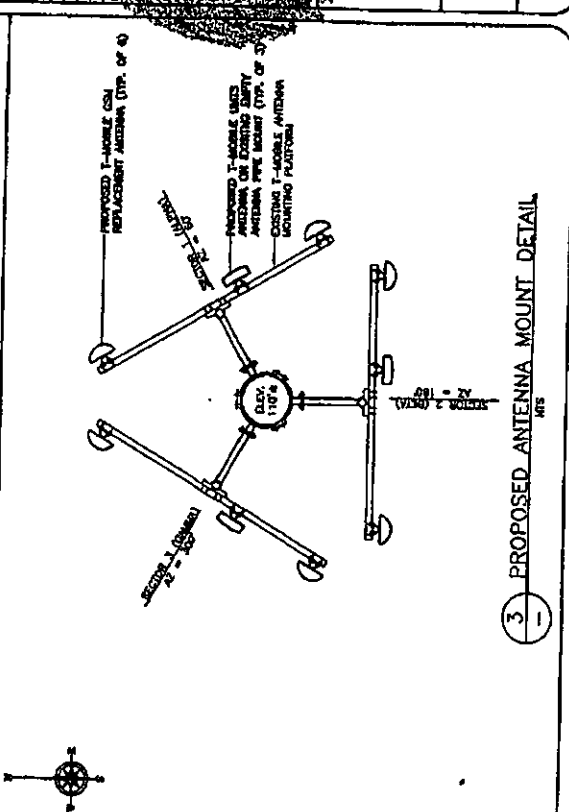
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3	1700-00-100	1700-00-100
4	1700-00-100	1700-00-100
5	1700-00-100	1700-00-100
6	1700-00-100	1700-00-100
7	1700-00-100	1700-00-100
8	1700-00-100	1700-00-100
9	1700-00-100	1700-00-100
10	1700-00-100	1700-00-100

BRACE SIDE  
 PARK  
 TBD  
 (6FB1173B)  
 1000 N. GULF BLVD  
 SUITE 100  
 PENSACOLA, FL 32504

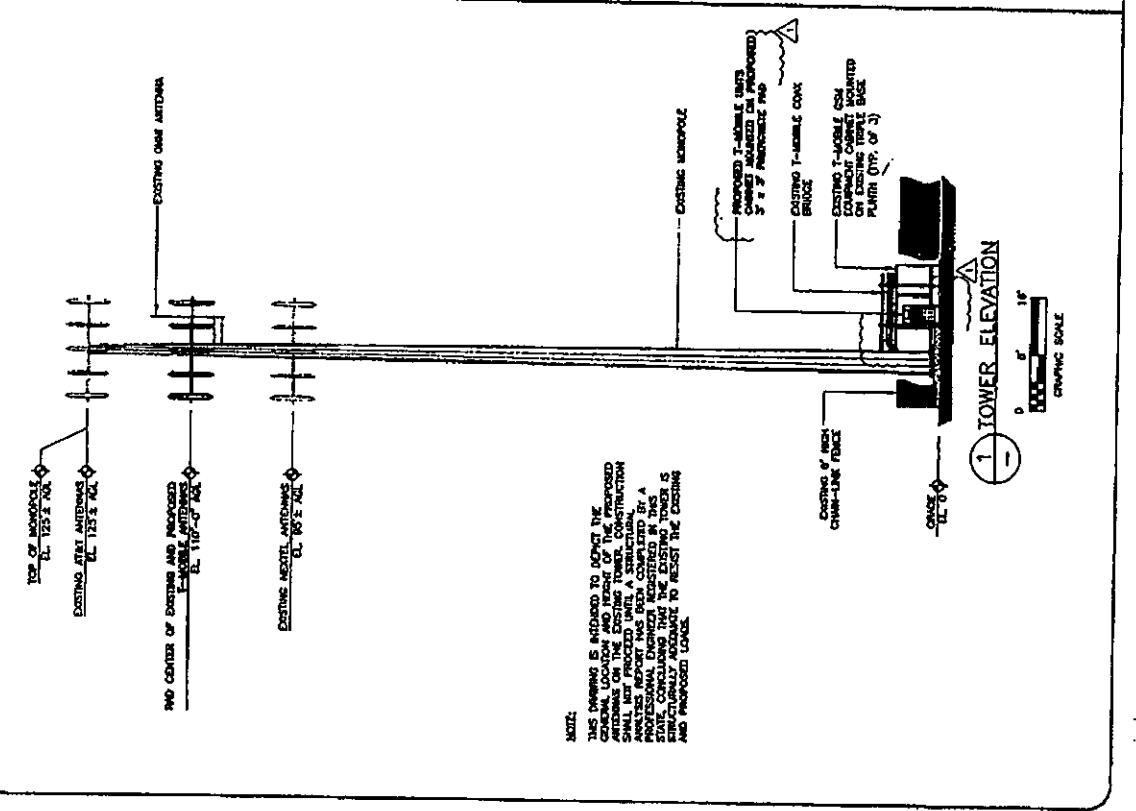
ELEVATION AND  
 MOUNTING  
 DETAILS  
 SHEET NUMBER  
 C4



2 EXISTING ANTENNA MOUNT DETAIL  
 MTS



3 PROPOSED ANTENNA MOUNT DETAIL  
 MTS



1 LOWER ELEVATION  
 MTS

NOTE:  
 THIS DRAWING IS REQUIRED TO OBTAIN THE GENERAL LOCATION AND TO BE LOCATED ANTENNAS ON THE EXISTING TOWER. CONSTRUCTION SHALL PROCEED UNTIL A STRUCTURAL ANALYSIS IS COMPLETED BY A REGISTERED PROFESSIONAL ENGINEER REGISTERED IN THIS STATE, CONCLUDING THAT THE EXISTING TOWER IS CAPABLE OF WITHSTANDING THE EXISTING AND PROPOSED LOADS.

0 5 10  
 GRAPHIC SCALE