

EXHIBIT "A"

Owner Site I.D.: Coconut Creek Government Center
Site Management I.D.: CFLCOC-071
Tenant Site I.D.: 6FB2181A Coconut Creek City Hall

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK, FLORIDA AND T-MOBILE SOUTH LLC DATED FEBRUARY 26, 2015

This is a First Amendment (the "First Amendment") dated the ____ day of _____, 20__ to the Lease Agreement dated February 26, 2015 ("Agreement"), by and between **CITY OF COCONUT CREEK**, a municipal corporation, with its principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063, as Landlord, hereinafter "City", and **T-MOBILE SOUTH LLC**, with its principal offices located at 12920 se 38TH Street, Bellevue, WA 98006, hereinafter "Tenant".

WHEREAS, City and Tenant entered into the Agreement on February 26, 2015 (hereinafter the "Agreement"), whereby Tenant leased from City a portion of real property (the "Premises") and space on the City's telecommunications tower (the "Tower") located 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 Tenant's equipment on the Tower, which will minimally increase the Tenant's loading factor on the Tower; and

WHEREAS, City is willing to permit Tenant to add its additional equipment within the existing leased space on the City's Tower owing to the fact that it will not effectively increase the size and/or amount of space being used by Tenant; and

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement, shall remain in full force and effect, subject only to the minor amendments contained herein in the First Amendment; and

WHEREAS, the City and Tenant have mutually agreed upon the terms and conditions as modified herein and as allowed by Florida law; and

WHEREAS, the City has the ability to enter into this First Amendment to the Agreement as amended, under Florida Law and its Home Rule Powers for the protection of the Public Health, Safety and Welfare of its citizens.

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

1. Exhibit D to the Agreement is deleted in its entirety and replaced by Exhibit D-1 in this First Amendment attached hereto and made a part hereof. In the event of any discrepancy between Exhibit D, Exhibit D-1 shall control.

2. 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 First Amendment shall not become effective until City's 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 First Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this First 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 First Amendment, or that such consent has been given.
4. The Agreement and this First 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 First 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 First 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 First Amendment.
5. All remaining provisions of the Agreement and First Amendment thereto shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

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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, City Clerk

By: _____
Joshua Rydell, Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Joshua Rydell, as 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

Notary Public State of Florida

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

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Tenant:
T-MOBILE SOUTH LLC, a Delaware limited
liability company

WITNESS
Print Name: _____

By: _____
Name: _____
Title: _____

WITNESS
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____, as _____ 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:

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to the First Amendment dated _____, 20__ by and
between the City of Coconut Creek, a municipal corporation, as Landlord, and **T-**
MOBILE SOUTH LLC, a Delaware limited liability company, as Tenant.

DESCRIPTION AND SKETCH OF TENANT'S PROPERTY (ATTACH)
TENANT EQUIPMENT LISTING

TOWER MOUNTED EQUIPMENT

Total Number of Tower-mounted Fixtures: (Low Profile Platform)

Number of Antennas(s) – Types and Models (mounted at 90'):

(6) Andrew ADFD1820-333B-XDM

(6) Andrew CBC1921-DF-DC4X Diplexers

Number of RRU(s) or RRH(s) – Types and Models (mounted at 90'):

(6) Nokia FRIG

(6) Nokia FHFB

Number of and size of Hybrid Line/Cable(s) and Models (from ground to 90'):

(2) Hybrid 1.584 (internal)

(2) 7/8" Coax (internal)

Number of Surge Protection Equipment – Models (mounted at 90'):

(2) Raycap RNSNDC-7771-PF-48 (COVP)

**FREQUENCIES ASSIGNED TO TENANT BY THE FCC FOR THE USE ON THE
PROPERTY**

RX: 1885-1910, 1735-1755, 698-704

TX: 1965-1990, 2135-2155, 728-734

Updated construction drawings (pages C1 and C2) attached hereto is part of Exhibit D-1

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EXHIBIT D-1
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