Owner Site I.D.: Winston Park
Site Management I.D.: FLCOC-072
Tenant Site I.D.: 12981950

SECOND AMENDMENT TO
LEASE AGREEMENT
BETWEEN
CITY OF COCONUT CREEK, FLORIDA
AND
NEW CINGULAR WIRELESS PCS, LLC
DATED OCTOBER 10, 2019

This Second Amendment to the Lease Agreement dated October 10, 2019 (this "Second Amendment") is made this ____ day of _____, 2025, 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 **NEW CINGULAR WIRELESS PCS, LLC,** with its principal offices located at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, Georgia 30319, hereinafter "TENANT".

WHEREAS, CITY and TENANT entered into the Lease Agreement on October 10, 2019, as amended by First Amendment to lease Agreement dated October 13, 2022 (together, the "Agreement"), whereby TENANT leased from CITY a portion of real property (the "Lease Premises") and space on the City's telecommunications tower (the "Tower") at 5201 NW 49 Avenue, Coconut Creek, FL 33073, commonly known as Winston Park, and 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 modify its equipment within the existing leased space on the City's Tower in consideration of adjustments to the rent payable under the Agreement; and

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement, except as amended by this Second Amendment, shall remain in full force and effect, and be subject only to the amendments contained herein; 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 Second Amendment to the Agreement, 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 Second Amendment as follows:

1. The recitations above are incorporated herein. Language changes to the Agreement as provided in this Second Amendment are depicted as follows: words in strike through type are deletions from existing text; words in underscored type are additions to existing text; and a line of asterisks (***) indicates existing text is not shown.

2. To clarify the TENANT's equipment and new antenna layout detailed within the relevant exhibits attached to the Agreement, the parties agree that Exhibit D1 to the Agreement which sets forth the TENANT'S equipment listing and transmit and receive frequencies shall be deleted in its entirety and replaced by Exhibit D-2 attached hereto and made a part hereof. As of the Second Amendment Effective Date, all references throughout the Agreement to Exhibit D and D-1 will now be deemed to refer to Exhibit D-2. To the extent that Exhibit B of the Agreement shows the originally proposed antenna layout, this Second Amendment expressly supersedes the antenna layout depictions, and acknowledges the currently proposed antenna layout and antenna elevations as shown in Exhibit D-2 at Page 2 of 2.

3. Due to the modification and addition of TENANT's equipment at this site, Section 6.01, within Section 6, "Consideration," of the Agreement is deleted in entirety and replaced with the following paragraph:
   6.01 Rent: TENANT shall pay CITY, as rent hereunder, the amounts set forth in this Section 6, together with any State, County, or local taxes applicable. 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 the Second Amendment to the Agreement, TENANT shall pay to CITY as rent Forty-Six Thousand Six Hundred Fifty Dollars and 62/100 Cents ($46,650.62) per year, payable monthly in the amount of Three Thousand Eight Hundred Eighty-Seven Dollars and 55/100 Cents ($3,887.55) ("Rent"). Rent for any fractional month at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc., the City's Tower Manager, at the address specified in Section 16 herein or to such other person, firm or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 16 below. The rent thereafter shall be increased annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months.

4. TENANT shall ensure that its commercial general liability insurance policy insures against all claims for damages to persons or damages to property for radio frequency emissions resulting from, related to, or arising out of this Agreement. TENANT expressly agrees, without reservation or defense, to indemnify the CITY for (i) any breach of this guarantee, as well as (ii) any claim(s) alleging damages to persons or property arising from radio frequency emissions to the extent such claims(s) result from, relate to, or arise out of this Agreement. This indemnification obligation shall survive the termination or natural expiration of this Agreement.

5. TENANT acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination of its proposed modifications detailed herein.

6. 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 Second 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 Second Amendment, or that such consent has been given.

7. The Agreement, 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, First Amendment 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, First Amendment and/or this Second 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, First Amendment and/or this Second Amendment.

8. All remaining provisions of the Agreement and First Amendment not inconsistent with this Second Amendment shall remain binding on the parties hereto. In the event of a conflict between the terms and conditions of the Agreement and/or the First Amendment, the terms and conditions this Second Amendment shall govern. In the event any provision of the Agreement, the First Amendment and/or this Second 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, the First Amendment and/or this Second Amendment.

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

[SIGNATURES TO FOLLOW]

Owner Site I.D.: Winston Park
Site Management I.D.: FLCOC-072
Tenant Site I.D.: 12981950

CITY:

ATTEST

CITY OF COCONUT CREEK, a municipal corporation

Joseph J. Kavanagh, City Clerk

Jacqueline Railey, Mayor

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

TENANT:

New Cingular Wireless PCS, LLC
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Sole Manager

By: Joe Snider
Name: Joe Snider
Title: Associate Director

Witness

Print Amanda Schultz

Witness
Print: mason foster

[Exhibits to follow]

EXHIBIT D-2
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to the Second Amendment to Lease Agreement dated _____, 2025, by and between the City of Coconut Creek, a municipal corporation, as City, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as TENANT.

TENANT EQUIPMENT LISTING, FREQUENCIES, & DIAGRAM OF ANTENNA LAYOUT

TOWER-MOUNTED EQUIPMENT
Mount Type:
Three (3) 10.5' Sector Frames (Site Pro P/N: VFA10-HDeL4NP)

Number of Antenna(s) - Types and Models:
Nine (9) Kathrein 800-10956K (3 per sector on antenna mount)
Three (3) Ericsson Air6449 B77D Antenna (1 per sector on antenna mount)
Three (3) Ericsson Air6419 B77G Antenna (1 per sector on antenna mount)
Eight (8) power cables

RRU's – (6 per sector – mounted back to back behind antennas)
Three (3) RRUS-32 B30
Three (3) RRU 4449 B5/B12
Three (3) RRUS 4415 B25
Three (3) RRUS 4478 B14
Three (3) RRUS 4426 B66
One (1) DC6-48-60-18-8C
Two (2) DC9-48-60-24-8C-EV
Three (3) fiber cables

GROUND-MOUNTED EQUIPMENT
Self-contained 15 kw 48v diesel polar DC generator

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

Transmit frequencies (TX): 869.04-879.99; 890.01-891.48; 1982.5-1990; 1965-1970; 1970-1975; 1975-1982.5; 734-746; 2315-2320; 2345-2350; 758-768

Receive frequencies (RX): 824.04-834.99; 845.01-846.48; 1902.5-1910; 1885-1890; 1890-1895; 1895-1902.5; 704-716; 2315-2320; 2345-2350; 788-798 / Band 14

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EXHIBIT D-2
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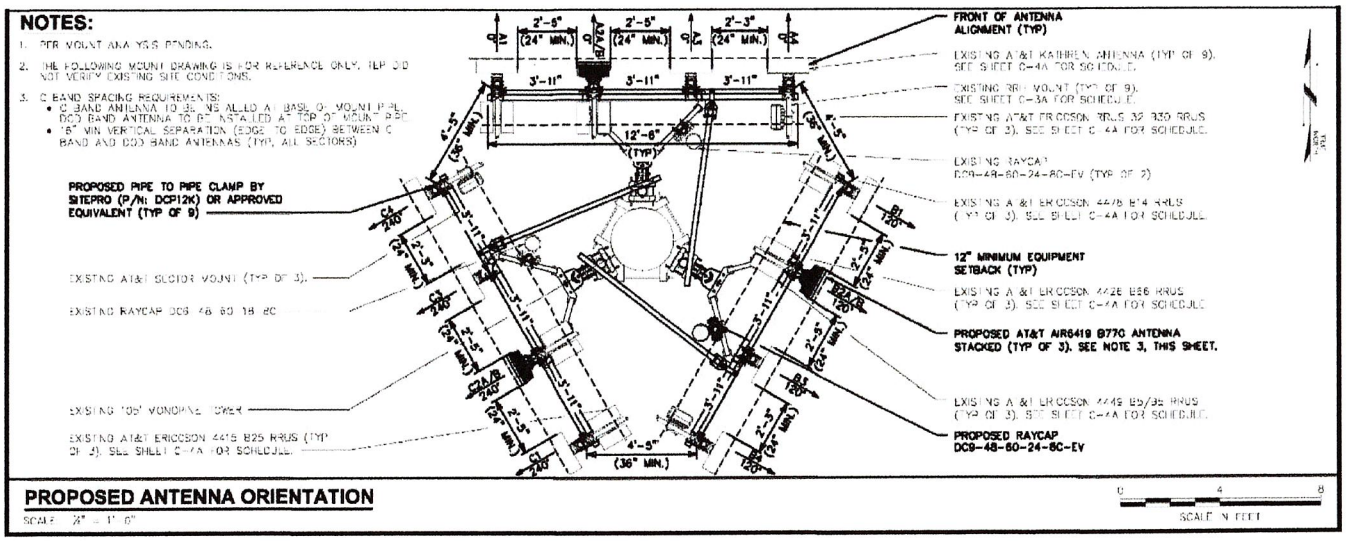
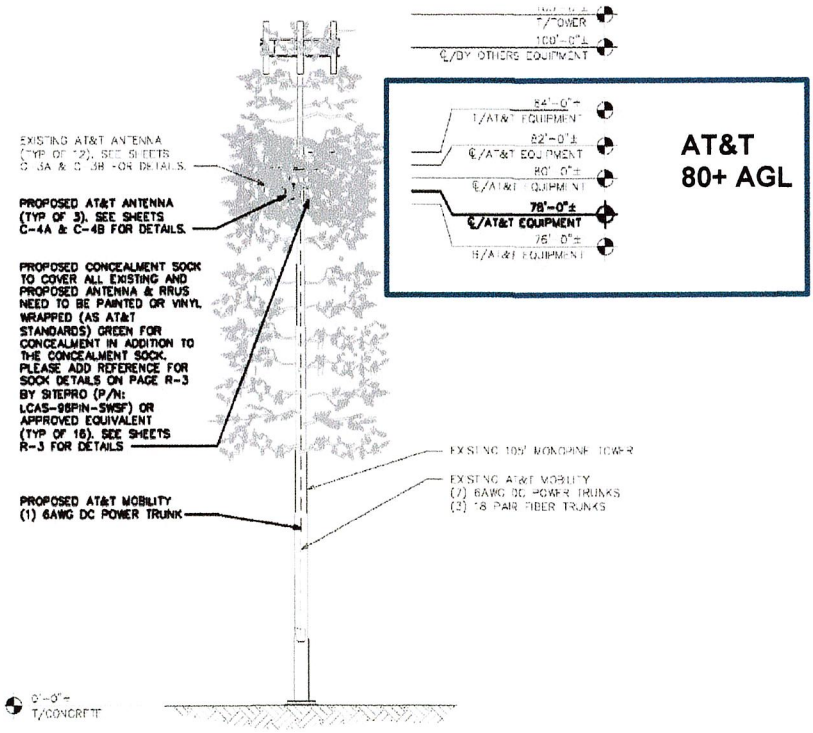


PROPOSED ANTENNA ORIENTATION

SCALE: 3/8" = 1'-0"



JS