AMENDMENT TO SPACE LEASE AGREEMENT

THIS AMENDMENT TO SPACE LEASE AGREEMENT ("Amendment") is made and entered into on ASM 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 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.
- Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

With a copy to:

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

T-Mobile South LLC 12920 SE 38th 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, after 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

Name: Lou Sarbone

Title: Mayor Date:

Witnesses:

Barbara S. Price, City Clerk

Approved as to form:

Paul S. Stuart, City Attorney

NANCY A. COUSINS

T-MOBILE SOUTH LLC, a Delaware limited liability company

Name: Harlan Kickhoefer,

Titie: Director, Engineering & Operations
Date: 2000

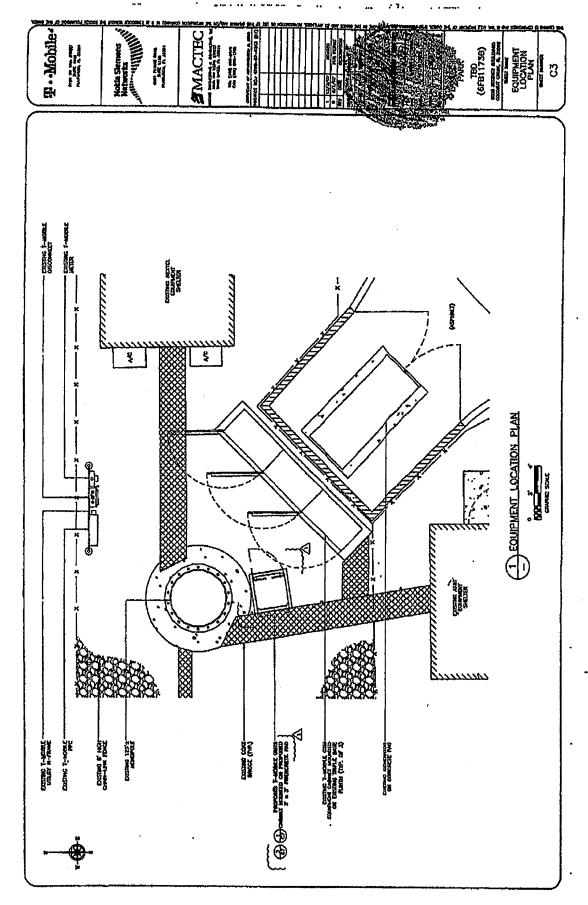
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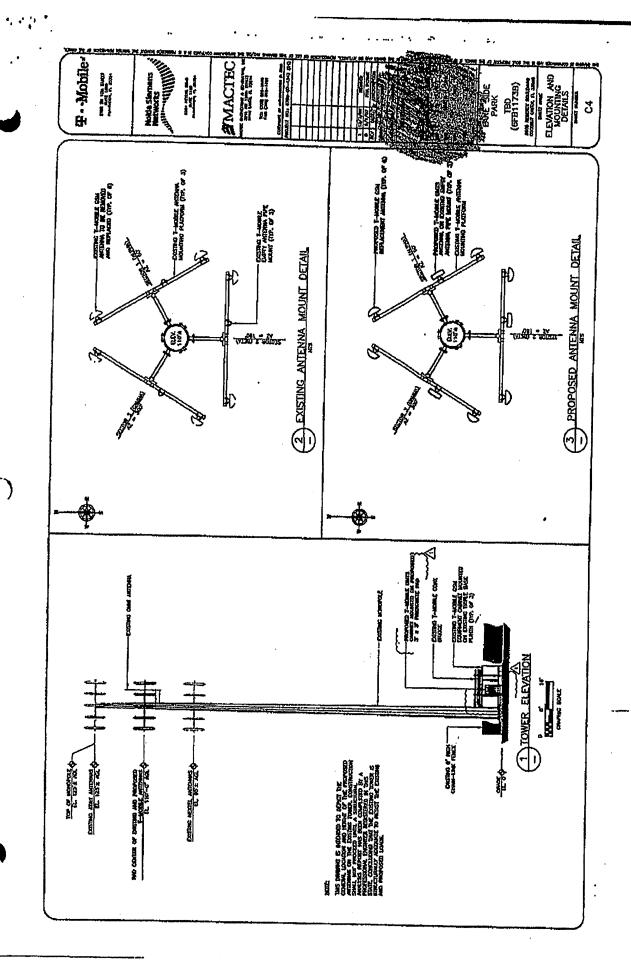
Name:

Name

EXHIBIT A

(Approved modification plans to be attached hereto)





legal descriptical park stie: (parest tract per ca. Book meia, pare 629 as proyded)

A PORTION OF PARCEL, "A", REGENCY LAKES AT COCONUT CREEK", AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, PLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF TRACT "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE NORTH 89'36'20" EAST, ALONG THE SOUTH LINE OF SALD FRACT "A" AND ALONG A BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 30.00 FERT; THENCE NORTH 89'36'20" EAST CONTINUING ALONG SALD SOUTH LINE AND SALD BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 30.00 FERT; THENCE NORTH 89'36'20" EAST CONTINUING ALONG SALD SOUTH LINE OF TRACT "A" AND THE EASTERLY PROJECTION WITH THE EAST LINE OF PARCEL "A", A DISTANCE OF 428.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89'36'20" EAST ALONG SALD BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 428.56 FEET TO THE POINT OF SALD BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 28.50 SOUTH LINE OF TRACT 61, BLOCK 85, "THE PALM BEACH FARMS CO. PLAT NO.3"; THENCE NORTH 89'36'21" EAST ALONG SALD SOUTH LINE OF PARCEL "A", A DISTANCE OF 28.50 SOUTH LINE OF PARCEL "A", A DISTANCE OF 438.79 FEET TO A POINT OF INTERSECTION WITH A CURVE TO NORTH 80'36'21" EAST ALONG SALD SOUTH LINE OF PARCEL "A", A DISTANCE OF 438.79 FEET TO A POINT OF INTERSECTION WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 89'36'21" WEST; THENCE SOUTH 89'36'21" EAST, A CENTRAL ANGIE OF 50'57'30' WEST; THENCE SOUTH 69'43'25" WEST; THENCE SOUTH 69'43'25" WEST; AND ARC DISTANCE OF A CURVE TO THE LETT HANNG A RADIUS OF 556.8 FEET; TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY AND SOUTHERLY A DISTANCE OF 200.00 FEET; THENCE WESTERLY AND REPLIES TO THE LETT WHORE RADIUS FOUNT BEARS SOUTH 69'43'25" WEST; AND A CENTRAL ANGIE OF 66'558 FEET; TO A POINT OF SEASON FEET; TO A POINT OF SEASON FEET; THENCE SOUTH 69'43'25" WEST; AND RESTANCE OF 200.00 FEET; THENCE NORTH 69'53'55" WEST; AND RESTANCE OF 200.00 FEET; THENCE NORTH 69'53'55" WEST ALONG SALD PARCEL TO THE LETT WHOM SALD SOUTH 69'53'55" WEST AND SOUTH 69'53'55" WEST AND SOUTH 69'53'55" WEST AND SOUTH 69'53'55" WEST AND SOUTH 69'53'55" WEST AND

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA. CONTAINING 357,192 SQUARE FÈET/8.20 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHT-OF-WAY OF RECORD.

CS ORIGINAL