

**Cell Site No: N101895/FL071/LAKESIDE\_32338**  
**FA No: 10070226**  
**Site Address: 5555 Regency Lakes Boulevard, Coconut Creek, FL 33063**

### **FIRST AMENDMENT TO SPACE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO SPACE LEASE AGREEMENT ("Amendment") dated as of the later date below is by and between the City of Coconut Creek, having a mailing address at 4800 West Copans Road, Coconut Creek, FL 33063 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Florida, Inc., having a mailing address at 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Space Lease Agreement dated April 8, 1999; whereby Landlord leased to Tenant certain Tower / Space, therein described, that are a portion of the Site located at 5555 Regency Lakes Boulevard, Coconut Creek, FL 33063 ("Lease"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Lease shall be amended to provide that the Lease has a new initial term of 60 months ("New Initial Term"), commencing on January 1, 2008. The Term will be automatically renewed for up to 5 additional 60 month terms (each an "Extension Term") without further action by Tenant. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.

2. **Termination.** In addition to any rights that may exist in the Lease, after the Rent Guarantee Period, as defined below, Tenant may terminate the Lease at any time with 60 days prior written notice to Landlord for any or no reason.

3. **Modification of Rent.** Commencing on January 1, 2008, the Rent payable under the Lease shall be \$2,500.00 per month, and shall continue during the Term, subject to adjustment, if any, as provided below.

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**4. Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Lease, for a 72 month period commencing January 1, 2008 and ending December 31, 2013 ("Rent Guarantee Period"), Tenant hereby agrees that except for a breach of the Lease by Landlord, Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Lease, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any required government permits and/or approvals cannot be obtained or maintained. If this Lease is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such guarantee will not extend to that future additional Rent obligation.

**5. Future Rent Increase.** The Lease is amended to provide that commencing on January 1, 2013, Rent shall increase by twenty percent (20.00%) and at the beginning of each Extension Term, as applicable.

**6. Expansion of Permitted Use.** In addition to the rights set forth in the Lease, Tenant may modify, supplement, replace, upgrade, expand or refurbish its Radio Equipment, increase the number of antennas thereon or relocate the communication facility within the Space at any time during the term of this Lease, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Lease and shall have no further liability to Landlord.

**7. Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Lease and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

**8. Notices.** Section 15 of the Lease is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows. As to Tenant, New Cingular Wireless PCS, LLC, c/o Network Real Estate Administration, Cell Site # N101895, Cell Site Name FL071/LAKESIDE, 6100 Atlantic Boulevard, Norcross, GA 30071, with a copy to New Cingular Wireless PCS, LLC, Attn.: Legal Department, Re: Cell Site # N101895, Cell Site Name FL071/LAKESIDE, 5565 Glenridge Connector, Suite 1700, Atlanta, GA 30342; and as to Landlord, City of Coconut Creek, 4800 West Copans Road, Coconut Creek, FL 33063. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

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9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:

City of Coconut Creek

TENANT:

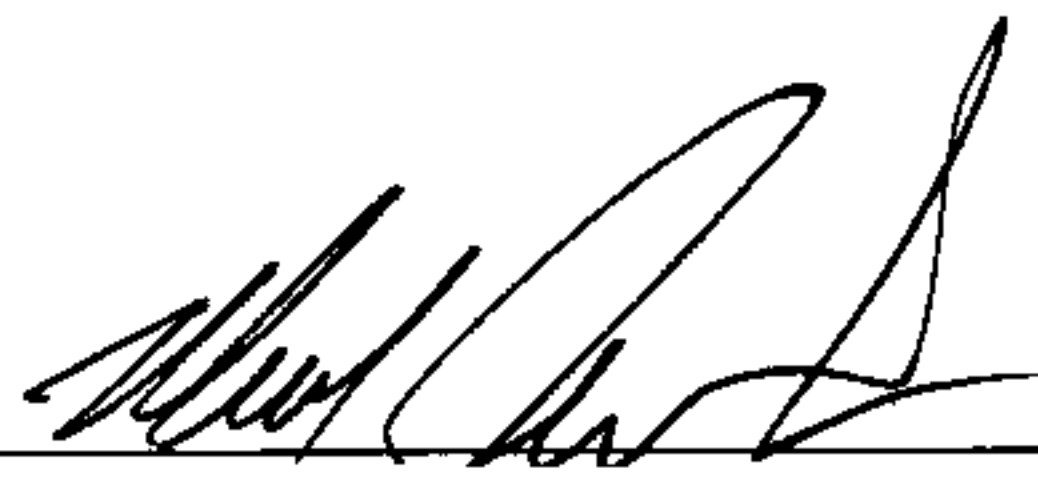
New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: 

Name: Lou Sabone

Title: Mayor

Date: November 15, 2007

By: 

Name: Mark Austin  
Exec. Director - Network

Title: \_\_\_\_\_

Date: 2/4/08

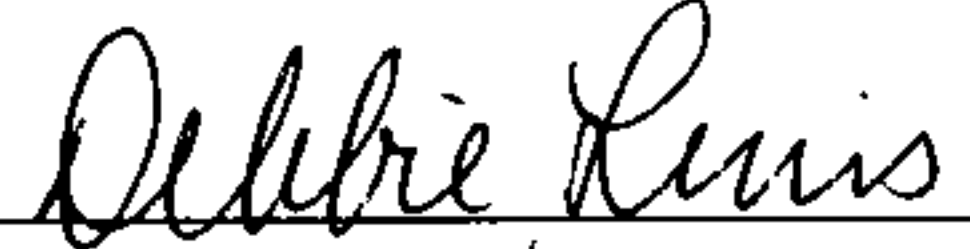
WITNESSED BY:

ATTEST:

By: 

Name: BARBARA S PRICE

Title: CITY CLERK

By: 

Name: Debbie Lewis

Title: Project Manager

APPROVED AS TO FORM:

  
Nancy Cousins, Assistant City Attorney

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**LANDLORD ACKNOWLEDGEMENT**

**PARTNERSHIP (consisting of corporate partners) ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 200\_\_, \_\_\_\_\_ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation] a corporation of the State of \_\_\_\_\_, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida )  
COUNTY OF Broward )

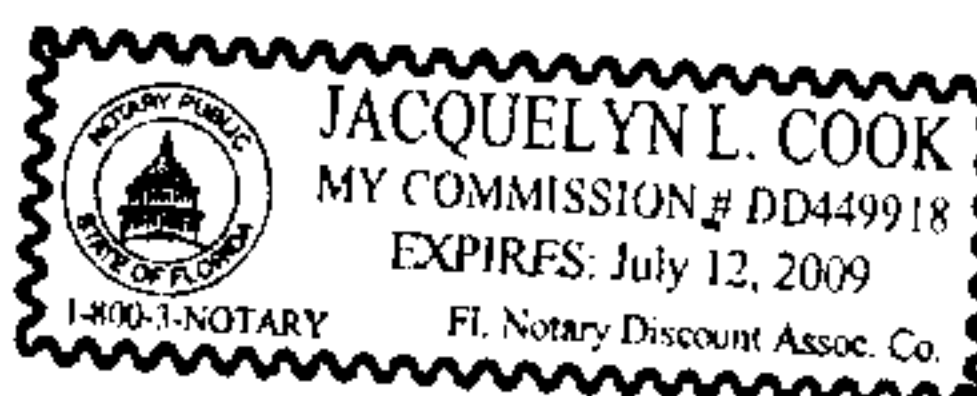
I CERTIFY that on 15th November, 2007, Lou Sabone [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the Mayor [title] of City of Coconut Creek [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Jacquelyn Cook  
Notary Public: JACQUELYN COOK  
My Commission Expires: 7/12/09



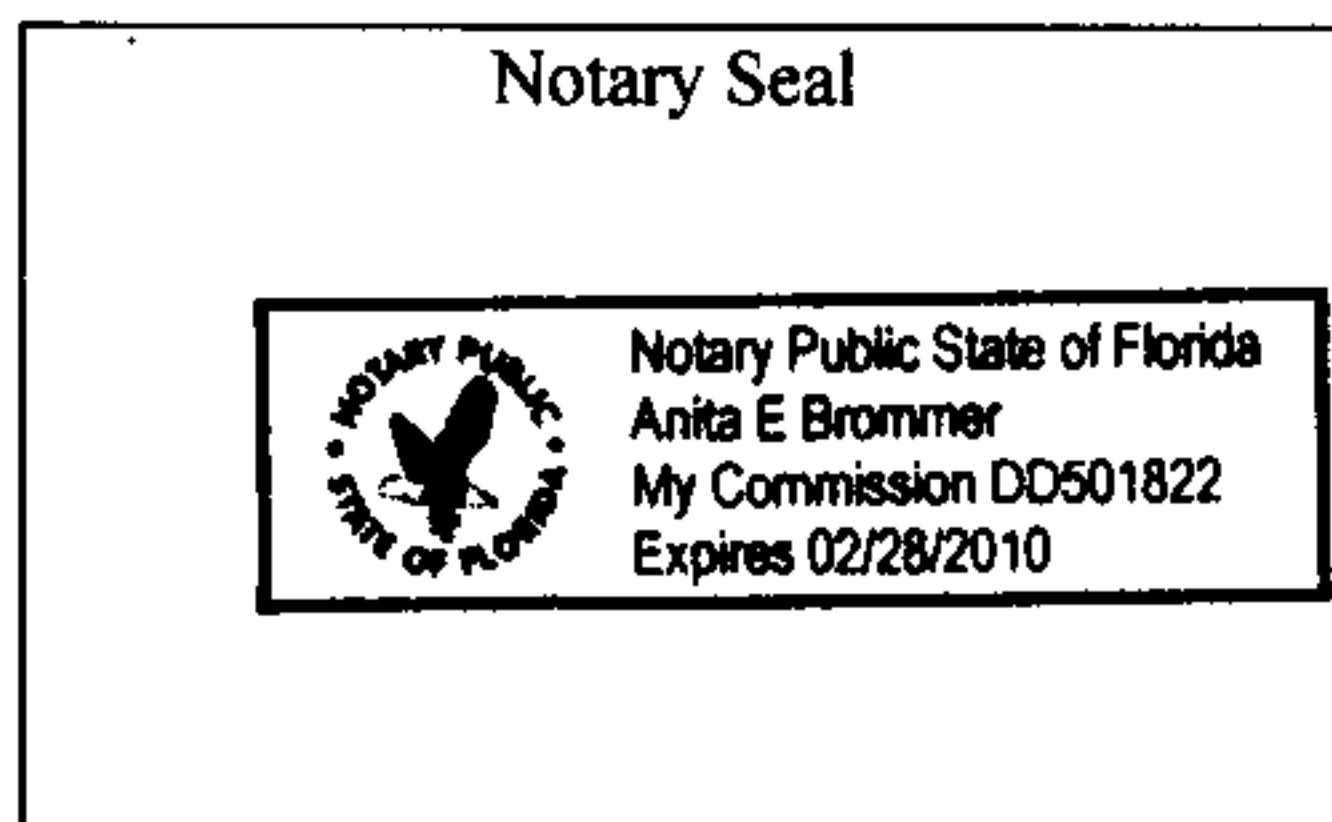
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**TENANT ACKNOWLEDGEMENT**

STATE OF Florida,  
COUNTY OF Palm Beach SS.

I certify that I know or have satisfactory evidence that Mark Austin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Exec. Director - Network of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-4-08.



Anita E. Brommer  
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



AT&T Mobility  
6100 Atlantic Blvd  
Norcross, GA 30071

Via Certified Mail, Return Receipt Requested  
Tracking Number 7006 0810 0000 1844 9855

February 13, 2008

City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063

Subject: First Amendment to Space Lease Agreement  
Site: 5555 REGENCY LKS BL

Dear Lessor:

The First Amendment to Space Lease Agreement between you and New Cingular Wireless PCS, LLC has been fully executed. One fully executed original is attached for your files. Future correspondence will be sent to the above address unless you notify me otherwise.

Per the First Amendment, your rent shall be \$2,500.00 per month effective January 1, 2008. However, you have already received payment totaling \$5,474.28 for the period of January 1, 2008 up through and including February 29, 2008. This resulted in an overpayment in the amount of \$474.28. Therefore, your March 2008 rent payment will be reduced to \$2,025.72. Your regular rent payment of \$2,500.00 per month shall resume after the latter date above.

If you have any questions or concerns, please contact this department on our toll free number, 1-877-231-5447. Please reference on all communications the site name as found on the subject line of this letter to expedite processing of your request.

Sincerely,

**Catherine Martin**  
Cingular Wireless  
Team Lead-Contracts  
Network Real Estate

cc: Cingular Wireless Project Manager – South Florida  
File

/RM - 10070226



Proud Sponsor of the U.S. Olympic Team