

**SECOND AMENDMENT TO  
LEASE AGREEMENT  
BETWEEN  
THE CITY OF COCONUT CREEK, FLORIDA  
AND  
T-MOBILE SOUTH, LLC  
DATED MAY 8, 2008**

This Second Amendment to the Lease Agreement dated May 8, 2008 (this "Amendment") is made this 14<sup>th</sup> day of July, 2016, 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 **T-MOBILE SOUTH LLC**, with its principal offices located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, hereinafter "Tenant".

**WHEREAS**, City and Tenant entered in to a Lease Agreement on May 8, 2008, as amended by First Amendment to Lease Agreement dated November 13, 2008 (hereinafter, collectively the "Agreement"), whereby Tenant leased from City a portion of real property (the "Land") and space on the City's telecommunications tower (the "Tower") at 5201 NW 49th Avenue, Coconut Creek, FL 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 thereby increases the Tenant's loading factor on the Tower; and

**WHEREAS**, City is willing to permit Tenant to add its additional equipment and increase the loading of the subject Tower in consideration of adjustments to the rent payable under the Agreement.

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

1. Section 6.01 of the Agreement is hereby amended to read as follows:

6.01 Rent: Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to CITY as rent Thirty Thousand DOLLARS (\$30,000.00) per year payable in equal monthly installments ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc., the City Tower's Manager, at the address specified herein. Thereafter, the rent shall be increased annually each subsequent year of the initial Term and each subsequent year during any Renewal Term, at an amount equal to four percent (4%) of the annual rent for the previous 12 months. On the earlier of August 1, 2016 or the date that Tenant begins construction of improvements described in

Exhibit D-1, the Rent shall increase by Eight Hundred Thirty-Two and 66/100 Dollars (\$832.66) per month, prorated for any partial months.

2. Exhibit D to the Agreement which sets forth the description of the property leased and the transmit and receive frequencies to be utilized by Tenant on the Tower is hereby deleted in its entirety and replaced with Exhibit D-1, attached hereto, and made a part hereof. In the event of any discrepancy between Exhibit D and D-1, Exhibit D-1 shall control.
3. 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 Amendment shall not become effective until City approval of the modifications and confirmation that the improvements do not adversely affect the structural stability and wind-loading capability of the Tower.
4. City and Tenant each hereby warrant to the other that the person executing this Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this 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 Agreement.
5. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
6. The Agreement and this Amendment contain all agreements, promises or understandings between City and Tenant, and no verbal or oral agreement, 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 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 Amendment is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment.

[SIGNATURES ON NEXT PAGE]

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OWNER Site I.D.: Coconut Creek Winston Park  
SITE MANAGEMENT I.D. CLFCOC07-1  
TENANT Site I.D. : 6FB1251 - Winston Nature Gardens

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

City:

ATTEST

CITY OF COCONUT CREEK, a  
municipal corporation

Leslie Wallace May  
Leslie Wallace May, City Clerk

Mikkie Belvedere  
Mikkie Belvedere, Mayor

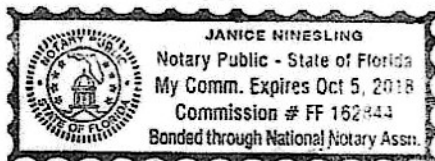
APPROVED AS TO FORM:

Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2016. By Mikkie Belvedere, Acting Mayor of the CITY OF COCONUT CREEK, a municipal corporation. She is personally known to me ~~or has provided~~ as identification and she did did not take an oath.



Janice Ninesling  
Notary Public, State of Florida

Janice Ninesling  
Printed, typed or stamped Name of Notary  
My commission number and expiration date:

OWNER Site I.D.: Coconut Creek Winston Park  
SITE MANAGEMENT I.D. CLFCOC07-1  
TENANT Site I.D. : 6FB1251 – Winston Nature Gardens

TENANT

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

*Ama R. Gomez*  
Witness

Print Ama R. Gomez

By: *Tami L. Nystrom*  
Name: Tami L. Nystrom  
Title: Director, Engineering Development

*M. Kampa*  
Witness

Print: Monique Kampa

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 2016, by Tami L. Nystrom, Director, Engineering Development, for T-Mobile South LLC, a Delaware limited liability company. He/she is personally known to me or has provided \_\_\_\_\_ as identification and he/she did/did not take an oath.



*Keisha McMillon*  
Notary Public, State of Texas

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

## EXHIBIT D-1

to the Second Amendment dated July 14, 2016, by and between the City of Coconut Creek, a municipal corporation, as City, and T-Mobile South, LLC, a Delaware limited liability company, as Tenant.

### DESCRIPTION OF PROPERTY AND LIST OF EQUIPMENT

Antennas mounted at 100 feet of Tower – (Update)

Antennas/TMAs:

- Six (6) Andrew HBXX-3319DS
- Three (3) Andrew DBHXX-6565B
- Three (3) Andrew DB1921-DD-A (TMA)

Remote Radio Units:

- Three (3) Nokia FRIG (RRU)
- Three (3) Nokia FRIG (RRU)
- Two (2) Nokia FXFC (RRU)
- Two (2) Nokia FXFC (RRU)

Junction Boxes:

- Three (3) Andrew CBC1921-DF-DC-6X (Diplexer)
- Two (2) Raycap RCMC-4010-PF-48 (COVP)

Cable: (inside pole):

- Eighteen (18) 7/8" coax

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

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

Additional drawings and descriptions attached hereto are part of Exhibit D-1

TENANT Site I.D. : 6FB1251 – Winston Nature Gardens

[illegible]