

**FIRST AMENDMENT TO
LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK, FLORIDA
AND
METROPCS FLORIDA, LLC
DATED AUGUST 10, 2006**

This First Amendment to the Lease Agreement dated August 10, 2006 (this "Amendment") is made this 12th day of February, 2015, 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 **METROPCS FLORIDA, LLC**, with its principal offices located at 12920 SE 38th Street, Bellevue, WA 98006, hereinafter "Tenant".

WHEREAS, City and Tenant entered in to a Lease Agreement on August 10, 2006 (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 5005 NW 39th 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 will increase 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 Section 6.01 of the Agreement is hereby repealed in its entirety and replaced with the following:

Section 6.01. Payment of Rent: Tenant shall pay City, as rent, for the Tower space and Property, the amounts set forth in Section 6, together with any State, County, or local taxes applicable, at the office of the City. 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. Beginning the earlier of January 31, 2015, or start of construction, Tenant shall pay to City as rent Fifty-Two Thousand, Five Hundred and Forty-Nine Dollars and Eighty Cents (\$52,549.80) per year payable in equal monthly installments of Four Thousand Three Hundred Seventy-Nine Dollars and Fifteen Cents (\$4,379.15) ("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. (City's

Site Manager) at the address specified herein. The Rent thereafter 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, which shall be cumulative.

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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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

Rebecca A. Tooley
Rebecca A. Tooley, Acting Mayor

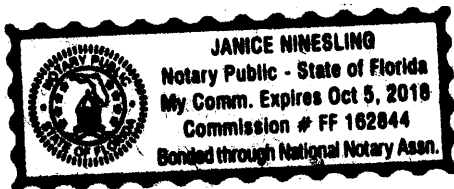
APPROVED AS TO FORM:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of February, 2015. By Rebecca A. Tooley, 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 Sabal Pines Park
SITE MANAGEMENT I.D. CLFCOC20-2
TENANT Site I.D. : MIA-423, SW-423

TENANT

**METROPCS FLORIDA, LLC,
a Delaware limited liability company**

Dana Hall
Witness
Print Dana Hall

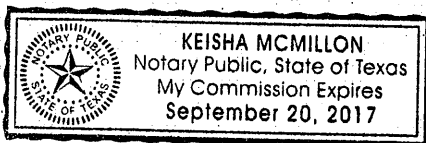
By: J. Ledet
Name: Jared T. Ledet
Title: Director, Engineering – Reg. Dev.

[Signature]
Witness
Print: Kimberly [Signature]

STATE OF TEXAS

COUNTY COLLIN

The foregoing instrument was acknowledged before me this 12th day of December, 2014, by Jared T. Ledet, as Director, Engineering – Regional Development, for METROPCS FLORIDA, 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
Keisha McMillon
Printed, typed or stamped Name of Notary
My commission number and expiration date:

EXHIBIT D-1

to the First Amendment dated _____, 2015, by and between the City of Coconut Creek, a municipal corporation, as City, and METROPCS FLORIDA, LLC, a Delaware limited liability company, as Tenant.

DESCRIPTION OF PROPERTY AND LIST OF EQUIPMENT

Antennas: Six (6) Cellmax CMA-BDHH/6520/E0-8 and
three (3) Andrew SBNHH-1D65B

Remote Radio Units: (3) FRIG w/o solar shield
(2) FXFC w/ solar shield
(1) FRIE w/ solar shield
(3) FRLB w/ solar shield

Junction Boxes: (1) RAYCAP ASU9338TYP01 COVP (tower)
(1) RAYCAP ASU9338TYP01 COVP (ground)

Cable: Six (6) 7/8" coax and one (1) HCS Hybrid 1.584"

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



STATE OF FLORIDA
REGISTERED ARCHITECT
ROBERT J. LABA
AR 7324
OCT 20 2011
ROBERT J. LABA
REGISTERED ARCHITECT
STATE OF FLORIDA
AR 7324

metropcs

1800 CONCORD TERRACE
SUITE 100
FORT LAUDERDALE, FL 33309

mh

1800 CONCORD TERRACE
SUITE 100
FORT LAUDERDALE, FL 33309

Project:
SABAL PINES BANK
5005 W. 10TH AVENUE
COCONUT CREEK, FL 33073

Equipment Plans

Project No.: 7140041

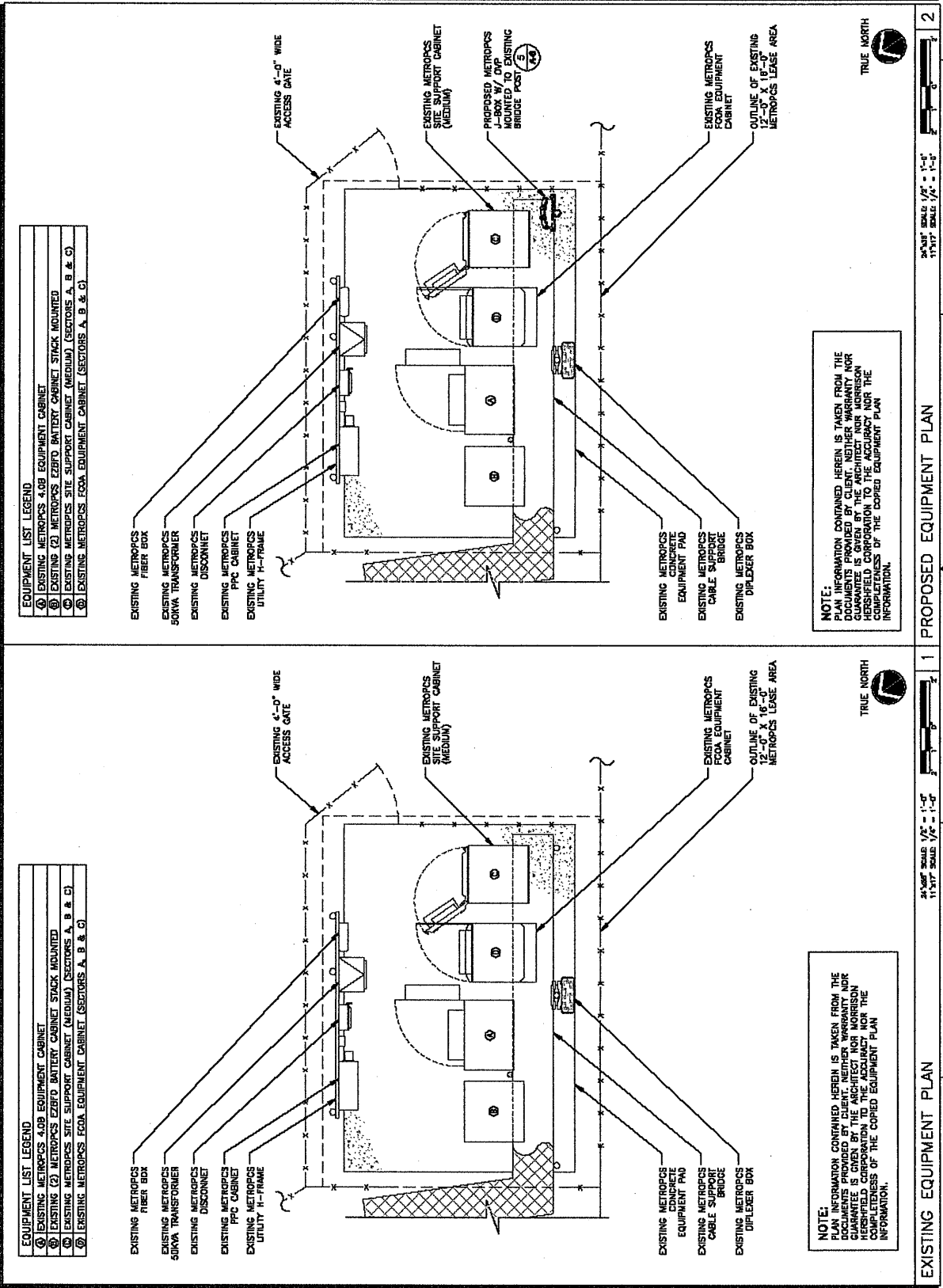
Client: Metropcs

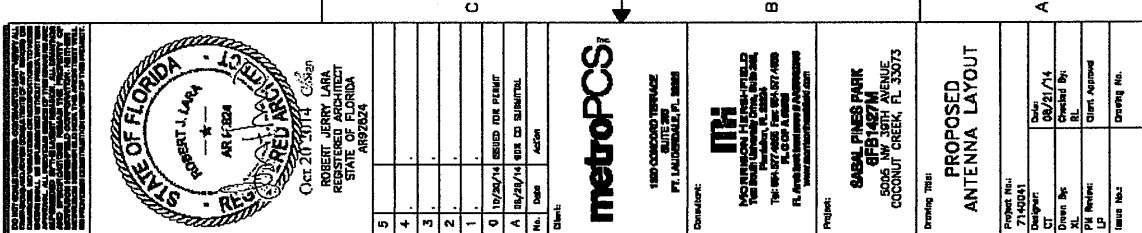
Design: J. Laba

Scale: 1/8" = 1'-0"

Sheet: 0

Drawing No.: A-2



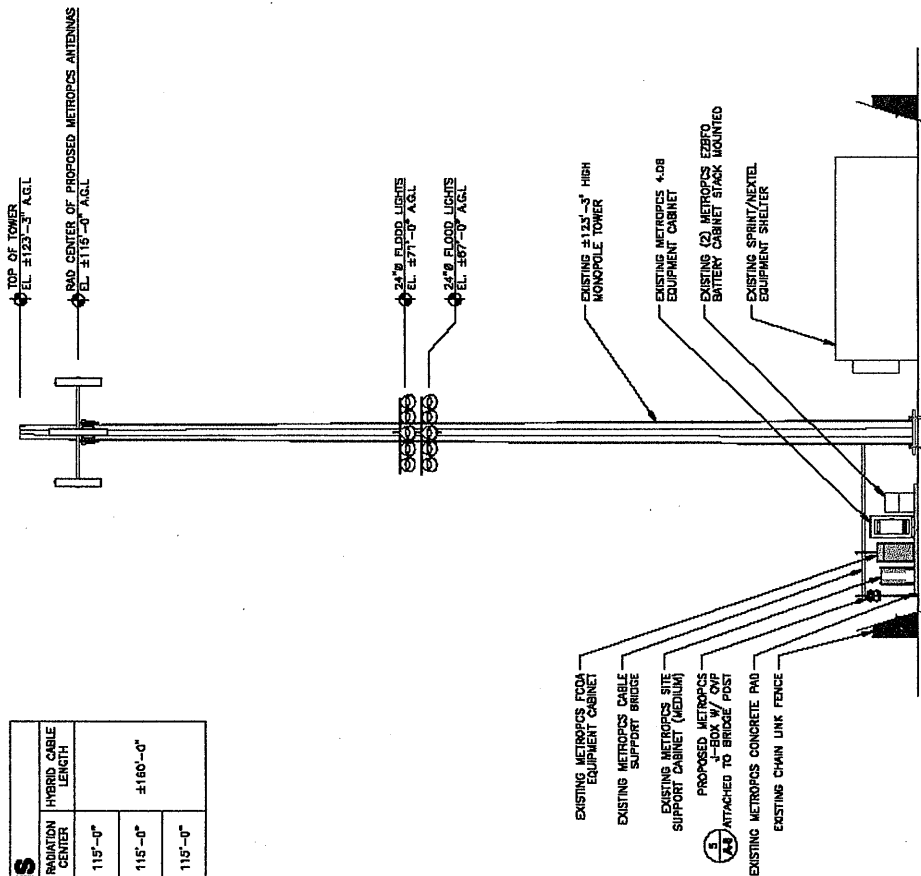


PROPOSED ANTENNA LAYOUT (SECTORS A, B & C)	$24" \times 36"$ SQUARE $1/2" = 1'-0"$ $11" \times 17"$ SQUARE $1/8" = 1'-0"$		1	0	A-4
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NOTE:
NO WORK SHALL COMMENCE WITHOUT THE APPROVED ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT. THE APPROVED ANALYSIS REPORT SHALL REQUIRE THE CONTRACTOR SHALL MODIFY TOWER AND/OR ANTENNA MOUNTS AS INDICATED IN THE ABOVE MENTIONED STRUCTURAL REPORT OR ASSOCIATED MODIFICATION DESIGN DRAWINGS.

ANTENNAS SPECIFICATIONS

ANTENNA SECTOR	AZIMUTH IN DEGREES	MAKE	MODEL	QTY.	PARABOLIC CENTER	HYBRID CABLE LENGTH
ALPHA	70	CELLMAX	CMA-BDHH/1520/ED-B	2	115'-0"	±160'-0"
		ANDREW	SNHH-10658	1		
BETA	210	CELLMAX	CMA-BDHH/1520/ED-B	2	115'-0"	
		ANDREW	SNHH-10658	1		
GAMMA	360	CELLMAX	CMA-BDHH/1520/ED-B	2	115'-0"	
		ANDREW	SNHH-10658	1		



FINAL EQUIPMENT INVENTORY	ANTENNAS
	CHINA
(N) (2) CELLMAX - CHA-BDHA/A620/ED-B	
(N) (2) ANDREW SBNH-1065B	
	REMOTE RADIO
(N) (3) NOKIA FRG W/ SOLAR SHIELD	
(N) (2) NOKIA FRFC W/ SOLAR SHIELD	
(N) (1) NOKIA FRFE W/ SOLAR SHIELD	
(N) (3) NOKIA FRFB W/ SOLAR SHIELD	
	CABLES
(N) (1) 1.584" HIGH DENSITY HCS	
(E) (6) 7/8" COAX	
	JUNCTION BOXES
(N) (1) RAYCAP ASJ5033BTPT01 COMP (AT TOWER)	
(N) (1) RAYCAP ASJ5033BTPT01 COMP (AT GROUND)	

NOTE: E = EXISTING
N = NEW

NOTE: THE PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR GUARANTEE IS GIVEN BY THE ARCHITECT NOR MORRISON MERSHFELD CORPORATION TO THE ACCURACY NOR THE COMPLETENESS OF THE COPIED ELEVATION INFORMATION.

NOTE: NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER/ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER UNDER SEPARATE COVER. IF REQUIRED, THE CONTRACTOR SHALL MODIFY TOWER AND/OR ANTENNA MOUNTS AS INDICATED IN THE ABOVE MENTIONED STRUCTURAL REPORT OR ASSOCIATED MODIFICATION DESIGN DRAWINGS.

ELEVATION

1

14

3

4

40

0-1 - 8/1 37005 900, 700

[illegible]

1

ELEVATION

Source Title:

Project: **SABAL PINES PARK**
QFB1427M
5006 NW 39TH AVENUE
COCONUT CREEK, FL 33073

Mr.
MORRISON HENSHFIELD
Yon South University Drive, Bldg 204,
Purdue Univ., West Lafayette, IN 47906
Tel: 814-577-4003 Fax: 814-577-4009
PLC OP & MGR
FL Arch Inst Inst Assoc AGC/AC/AAE

1500 CONCORD TERRACE
SUITE 200
FT. LAUDERDALE, FL 33304

metroPCS

Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29	Q30	Q31	Q32	Q33	Q34	Q35	Q36	Q37	Q38	Q39	Q40	Q41	Q42	Q43	Q44	Q45	Q46	Q47	Q48	Q49	Q50	Q51	Q52	Q53	Q54	Q55	Q56	Q57	Q58	Q59	Q60	Q61	Q62	Q63	Q64	Q65	Q66	Q67	Q68	Q69	Q70	Q71	Q72	Q73	Q74	Q75	Q76	Q77	Q78	Q79	Q80	Q81	Q82	Q83	Q84	Q85	Q86	Q87	Q88	Q89	Q90	Q91	Q92	Q93	Q94	Q95	Q96	Q97	Q98	Q99	Q100
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2	.	.
1	.	.
0	10/20/14	ISSUED FOR PERMIT
A	04/28/14	60% CD SUBMITTED

