

AMENDMENT TO SPACE LEASE AGREEMENT

THIS AMENDMENT TO SPACE LEASE AGREEMENT ("Amendment") is made and entered into on April 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 April 22, 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.

2. Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

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

With a copy to:

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, alter 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**

By: Rebecca A. Tody
Name: Rebecca A. Tody
Title: Mayor
Date: April 29, 2008

Witnesses:

Barbara S. Price
Barbara S. Price, City Clerk

Approved as to form:

Paul S. Stuart
Paul S. Stuart, City Attorney

NANCY A. COUSINS

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

By: Harlan Kickhoffer
Name: Harlan Kickhoffer
Title: Director, Engineering & Operations
Date: 7/27/08

Witnesses:

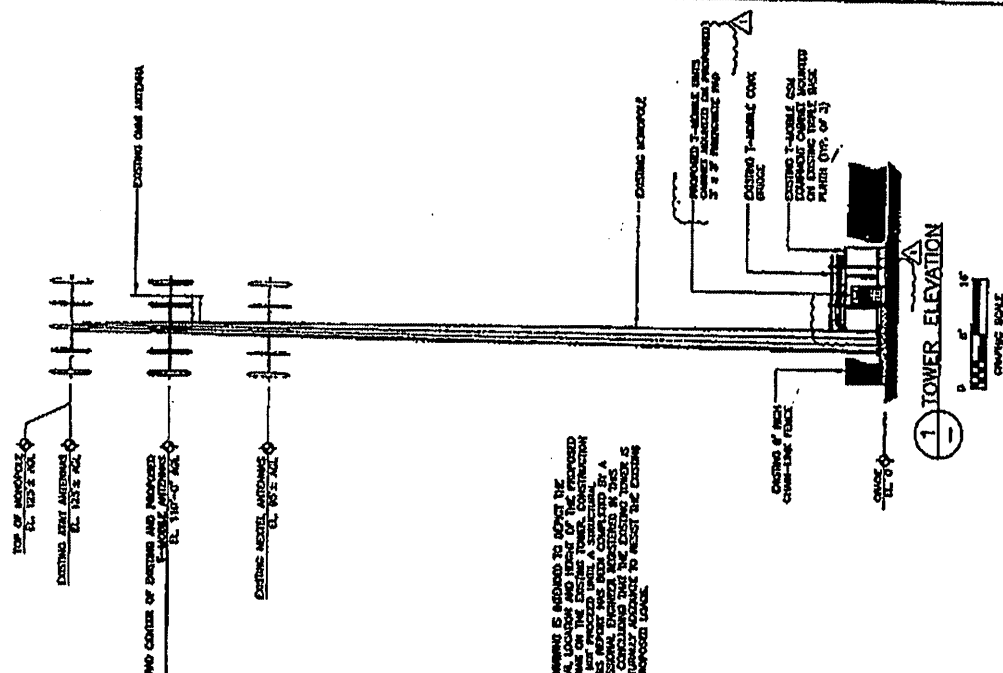
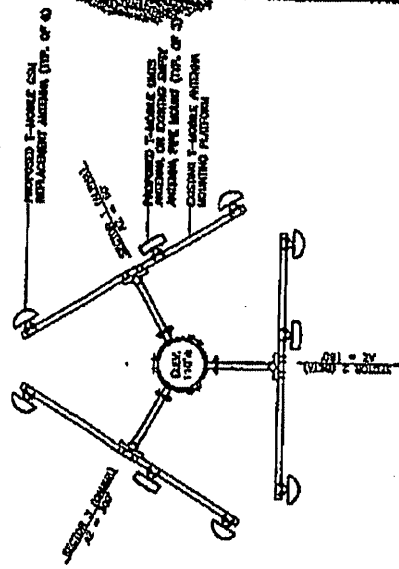
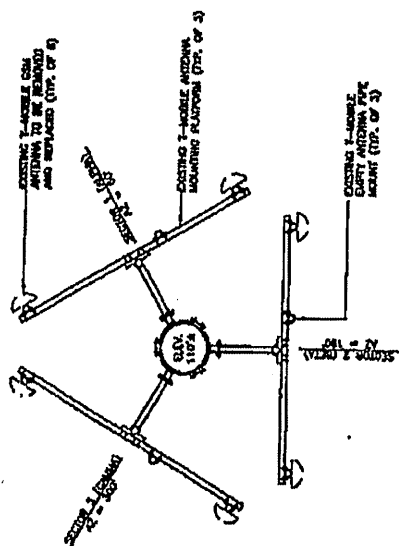
John Gates
Name: John Gates

Pier Ballesteros
Name: Pier Ballesteros

EXHIBIT A

(Approved modification plans to be attached hereto)

[illegible]



THE ABOVE IS CORRECT AS INDICATED BY THE
RECORDS OF THE BUREAU OF THE ARMY.

EXHIBIT "B"

LEGAL DESCRIPTION, PARK SITE: (PARENT TRACT PER Q.R. BOOK 20814, PAGE 928 AS PROVIDED)

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, FLORIDA, 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 SAID TRACT "A" AND ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE SOUTH 00°23'40" EAST, CONTINUING ALONG SAID SOUTH LINE AND SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE NORTH 89°36'20" EAST CONTINUING ALONG SAID SOUTH LINE AND SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 426.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°36'20" EAST ALONG SAID SOUTH LINE OF TRACT "A" AND THE EASTERLY PROJECTION THEREOF, AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 144.31 FEET TO A POINT OF INTERSECTION WITH A LINE 76.41 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A"; THENCE NORTH 00°24'45" WEST ALONG SAID PARALLEL LINE AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 285.03 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT 61, BLOCK 85, "THE PALM BEACH FARMS CO. PLAT NO.3"; THENCE NORTH 89°36'21" EAST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 254.66 FEET; THENCE SOUTH 00°24'54" EAST, A DISTANCE OF 99.99 FEET; THENCE NORTH 89°36'21" WEST; THENCE 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 SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 428.86 FEET, A CENTRAL ANGLE OF 76°58'25", AN ARC DISTANCE OF 576.18 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 119.14 FEET, A CENTRAL ANGLE OF 70°53'51", AN ARC DISTANCE OF 147.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05°40'55" WEST, A DISTANCE OF 5.58 FEET; TO A POINT ON A CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 05°43'25" WEST, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 06°07'09", AN ARC DISTANCE OF 213.60 FEET; THENCE SOUTH 89°36'16" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°24'45" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.41 FEET TO THE POINT OF BEGINNING

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

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

CS
ORIGINAL