

Site ID: A2C0020A
Site Address: 3XX Peachtree Street, Cocoa, FL 32922

**FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION
ANTENNA ON EXISTING WATER TOWER
(Terms and Conditions)**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER ("First Amendment") is entered into effective as of August 26, 2010 ("**Effective Date**"), by and between **City of Cocoa**, a Florida municipal corporation, previously referred to as the City of Cocoa, Florida, a Florida Municipal Corporation (together with its successors and assigns, hereinafter "**City**" shall be referred to as "**Licensor**"), and **T-Mobile South LLC**, a Delaware limited liability company, as successor in interest to APT Tampa/Orlando, Inc., a Delaware corporation (together with its successors and assigns, "**Licensee**").

RECITALS

WHEREAS, Licensor and Licensee (or their predecessors in interest) entered into that certain License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, as amended (the "**License Agreement**"), whereby Licensor leased to Licensee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the License Agreement (hereinafter "**Tower**" will be referred to as collectively, the "**Premises**"), that are a portion of the property located at **3XX Peachtree Street, Cocoa, FL 32922** (the "**Property**");

WHEREAS, Licensee desires a reduction in its rent obligations under the License Agreement and Licensor is willing to reduce Licensee's rent obligations under the License Agreement, provided Licensee commits to pay rent to Licensor for the Rent Lock-In Period (defined below);

WHEREAS, Licensor and Licensee desire to add additional renewal terms to the License Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License Agreement to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Term.** The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on July 1, 2012 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on June 30, 2017 (the "**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms.** Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the License Agreement, Licensee shall have the right to renew the License Agreement for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the License Agreement, without further action by Licensee, unless Licensee provides Licensor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent.** Commencing on the Extension Date, the rent payable under the License Agreement during the Modified Term and any and all Renewal Terms (hereinafter "License Fee" will be referred to as "**Rent**") shall be made in the amounts and frequency as designated on **Schedule I** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Rent Lock-In Period.** Licensee hereby agrees that Licensee will be obligated to pay the Rent due hereunder for the five (5) year (period immediately following the Extension Date (the "**Rent Lock-in Period**"), and such obligation will not be subject to offset or abatement by Licensee, or adversely impacted by termination of the License Agreement by Licensee except in the event of a termination by Licensee as permitted under this section. Notwithstanding the foregoing, or any term or condition to the contrary in this License Agreement, Licensee shall have the right during the Rent Lock-In Period to immediately terminate the License Agreement upon written notice, if Licensee's rights to occupy or use the Premises for Licensee's intended telecommunications purposes are impaired at any time due to: (a) any bankruptcy or insolvency proceeding involving Licensor or any affiliate of Licensor; (b) any uncured default, gross negligence or willful misconduct of Licensor; (c) any casualty damage; (d) any taking or condemnation under the power of eminent domain; (e) any tax sale, foreclosure or other proceeding; or (f) any material interference to Licensee's use of the Premises which remains unresolved after ten (10) days written notice from Licensee to Licensor. In the event of any such termination, except for obligations that survive termination under this License Agreement, Licensee shall have no further duty or obligation under this License Agreement, including, without limitation, any obligation to pay any Rent that would otherwise have been due for the remainder of the Rent Lock-In Period following the date of termination. Without limiting any other termination right of Licensee, at any time after the Rent Lock-in Period, Licensee may, at any time and for any reason, terminate this License Agreement upon thirty (30) days written notice to Licensor.

5. **Notices.** All notices, requests, demands and communications under the License Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LICENSOR:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922

LICENSEE:

T-Mobile South LLC
7668 Warren Parkway
Frisco, TX 75034
Attn: Lease Administrator

With a copy to:

Attn: Legal Department

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administrator

And with a copy to:

Attn: Legal Department

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

6. **Licensor Required Consents**. Licensor represents and warrants that Licensor has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the License Agreement and this First Amendment, the terms of this First Amendment shall govern and control. Except as expressly set forth in this First Amendment, the License Agreement otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.

8. **Miscellaneous**. Licensor acknowledges that: (a) Licensor has read and understands this First Amendment and the underlying License Agreement and was free to consult with counsel of its choosing regarding reviewing and Licensor's decision to enter into, this First Amendment; and (b) Licensor has been advised and is informed that should Licensor not enter into this First Amendment, the underlying License Agreement between Licensor and Licensee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Sign Joan Clark 10/26/2010
Print Name Joan Clark, MMC
City Clerk

Sign Carie Shealy
Print Name Carie Shealy, CMC
Asst. City Clerk

Signed, sealed and delivered in the presence of:

Sign Ann Brooks
Print Name Ann Brooks

Sign Dana Hall
Print Name Dana Hall

LICENSOR:

City of Cocoa,
a Florida municipal corporation

By: Michael C. Blake

Print Name: Michael C. Blake

Title: Mayor

LICENSEE:

T-Mobile South LLC,
a Delaware limited liability company

By: Jared Ledet

Print Name: Jared Ledet

Title: Director-Regional Development South Region

SCHEDULE I

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	7/1/2017	6/30/2022
2	7/1/2022	6/30/2027

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
7/1/2012	6/30/2017	Quarterly	20			\$5,500.00
7/1/2017	6/30/2022	Quarterly	20			\$6,050.00
7/1/2022	6/30/2027	Quarterly	20			\$6,655.00



BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.

Attorneys at Law

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

November 24, 2010

Via U.S. Mail

Joan Clark, City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower between T-Mobile South, LLC and the City of Cocoa (Cocoa Village Watertank) - A2C0020A

Dear Joan:

Enclosed for your safekeeping is an original fully-executed First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower (Cocoa Village Watertank).

Please give me a call if you have any questions.

Sincerely,



Jamie E. Lightfoot

:jl
enclosure



Office of the City Clerk

*Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922*

*(321) 433-8488 – phone
(321) 433-8455 - facsimile*

October 27, 2010

Anthony Garganese, Esquire
Brown, Garganese, Weiss & D'Agresta
111 N. Orange Avenue, Suite 2000
P.O. Box 2873
Orlando FL 32802-2873

Re: First Amendment to License Agreement for Wireless Communication Antenna on
Existing Water Tower – City of Cocoa and T-Mobile South, LLC

Dear Anthony:

Per your request, I have enclosed documents relating to the above referenced amendment as approved and executed by the City of Cocoa on October 26, 2010.

Please return one amendment to my office following execution by T-Mobile South. Your assistance is appreciated.

If you have any questions or require additional information, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joan', is written over the printed name.

Joan Clark, MMC
City Clerk
City of Cocoa

Site ID: A2C0020A
Site Address: 3XX Peachtree Street, Cocoa, FL 32922

**FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION
ANTENNA ON EXISTING WATER TOWER
(Terms and Conditions)**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER ("First Amendment") is entered into effective as of August 26, 2010 ("**Effective Date**"), by and between **City of Cocoa**, a Florida municipal corporation, previously referred to as the City of Cocoa, Florida, a Florida Municipal Corporation (together with its successors and assigns, hereinafter "**City**" shall be referred to as "**Licensor**"), and **T-Mobile South LLC**, a Delaware limited liability company, as successor in interest to APT Tampa/Orlando, Inc., a Delaware corporation (together with its successors and assigns, "**Licensee**").

RECITALS

WHEREAS, Licensor and Licensee (or their predecessors in interest) entered into that certain License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, as amended (the "**License Agreement**"), whereby Licensor leased to Licensee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the License Agreement (hereinafter "**Tower**" will be referred to as collectively, the "**Premises**"), that are a portion of the property located at **3XX Peachtree Street, Cocoa, FL 32922** (the "**Property**");

WHEREAS, Licensee desires a reduction in its rent obligations under the License Agreement and Licensor is willing to reduce Licensee's rent obligations under the License Agreement, provided Licensee commits to pay rent to Licensor for the Rent Lock-In Period (defined below);

WHEREAS, Licensor and Licensee desire to add additional renewal terms to the License Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License Agreement to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Term.** The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on July 1, 2012 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on June 30, 2017 (the "**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms.** Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the License Agreement, Licensee shall have the right to renew the License Agreement for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the License Agreement, without further action by Licensee, unless Licensee provides Licensor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent.** Commencing on the Extension Date, the rent payable under the License Agreement during the Modified Term and any and all Renewal Terms (hereinafter "License Fee" will be referred to as "**Rent**") shall be made in the amounts and frequency as designated on **Schedule I** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Rent Lock-In Period.** Licensee hereby agrees that Licensee will be obligated to pay the Rent due hereunder for the five (5) year (period immediately following the Extension Date (the "**Rent Lock-in Period**"), and such obligation will not be subject to offset or abatement by Licensee, or adversely impacted by termination of the License Agreement by Licensee except in the event of a termination by Licensee as permitted under this section. Notwithstanding the foregoing, or any term or condition to the contrary in this License Agreement, Licensee shall have the right during the Rent Lock-In Period to immediately terminate the License Agreement upon written notice, if Licensee's rights to occupy or use the Premises for Licensee's intended telecommunications purposes are impaired at any time due to: (a) any bankruptcy or insolvency proceeding involving Licensor or any affiliate of Licensor; (b) any uncured default, gross negligence or willful misconduct of Licensor; (c) any casualty damage; (d) any taking or condemnation under the power of eminent domain; (e) any tax sale, foreclosure or other proceeding; or (f) any material interference to Licensee's use of the Premises which remains unresolved after ten (10) days written notice from Licensee to Licensor. In the event of any such termination, except for obligations that survive termination under this License Agreement, Licensee shall have no further duty or obligation under this License Agreement, including, without limitation, any obligation to pay any Rent that would otherwise have been due for the remainder of the Rent Lock-In Period following the date of termination. Without limiting any other termination right of Licensee, at any time after the Rent Lock-in Period, Licensee may, at any time and for any reason, terminate this License Agreement upon thirty (30) days written notice to Licensor.

5. **Notices.** All notices, requests, demands and communications under the License Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LICENSOR:

City of Cocoa
Attn: City Manager
603 Brevard Avenue
Cocoa, FL 32922

LICENSEE:

T-Mobile South LLC
7668 Warren Parkway
Frisco, TX 75034
Attn: Lease Administrator

With a copy to:

Attn: Legal Department

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administrator

And with a copy to:

Attn: Legal Department

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

6. **Licensor Required Consents.** Licensor represents and warrants that Licensor has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License Agreement and this First Amendment, the terms of this First Amendment shall govern and control. Except as expressly set forth in this First Amendment, the License Agreement otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.

8. **Miscellaneous.** Licensor acknowledges that: (a) Licensor has read and understands this First Amendment and the underlying License Agreement and was free to consult with counsel of its choosing regarding reviewing and Licensor's decision to enter into, this First Amendment; and (b) Licensor has been advised and is informed that should Licensor not enter into this First Amendment, the underlying License Agreement between Licensor and Licensee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Sign Joan Clark 10/26/2010
Print Name Joan Clark, MMC
City Clerk

Sign Carie Shealy
Print Name Carie Shealy, CMC
Asst. City Clerk

Signed, sealed and delivered in the presence of:

Sign _____

Print Name _____

Sign _____

Print Name _____

LICENSOR:

City of Cocoa,
a Florida municipal corporation

By: Michael C. Blake

Print Name: Michael C. Blake

Title: Mayor

LICENSEE:

T-Mobile South LLC,
a Delaware limited liability company

By: _____

Print Name: Jared Ledet

Title: Director-Regional Development South Region

SCHEDULE I

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	7/1/2017	6/30/2022
2	7/1/2022	6/30/2027

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
7/1/2012	6/30/2017	Quarterly	20			\$5,500.00
7/1/2017	6/30/2022	Quarterly	20			\$6,050.00
7/1/2022	6/30/2027	Quarterly	20			\$6,655.00

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

City of Cocoa

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

~~603-Brevard Avenue~~ 65 Stone Street

City, state, and ZIP code

Cocoa, FL 32922

Requester's name and address (optional)

List account number(s) here (optional)

A2C0020A

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

59 000292

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Michael C. Blake

Date ▶

October 26, 2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,