SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS SECOND AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Second Amendment") is made and entered into by and between City of Cocoa, a Florida municipal corporation ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

- A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010 and further amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014 (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.
- B. Licensor and Licensee desire to enter into this Second Amendment in order to modify and amend certain provisions of the License Agreement.
- 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, Licensor and Licensee covenant and agree as follows:
- 1. Effective on the date that Licensee begins installation of the equipment as specified on the attached Exhibit "2-A", which date Licensee shall notify Licensor in writing, (a) Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "2-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit "2-A" in all respects, and (b) the Rent that Licensee pays Licensor will be increased by Six Hundred Dollars (\$600.00) per month.
- 2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, 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 License Agreement and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.
- 4. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

Site #: A2C0020A Market: Orlando

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

LICENSOR: City of Cocoa, a Florida municipal corporation

Name: Henry U

Title: Mayor

Date: 12/13/2016

LICENSEE: T-Mobile South LLC, a Delaware limited liability company

Title: Director, Network Engineering & Ops. Date: ((/6/16)

Witnesses:

Witnesses:

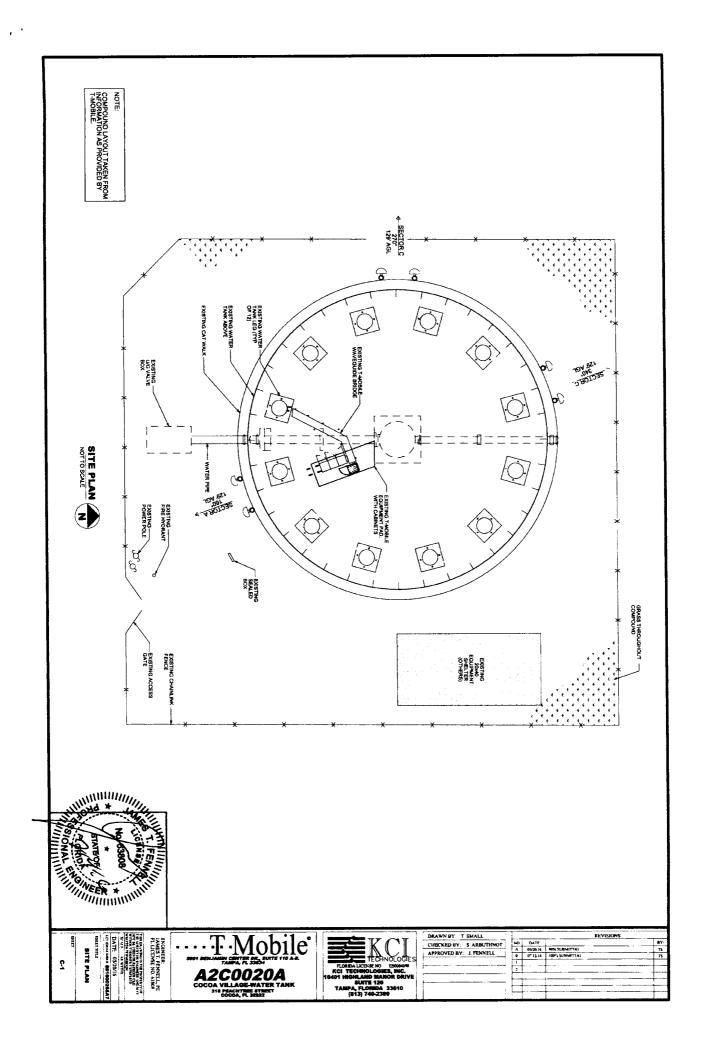
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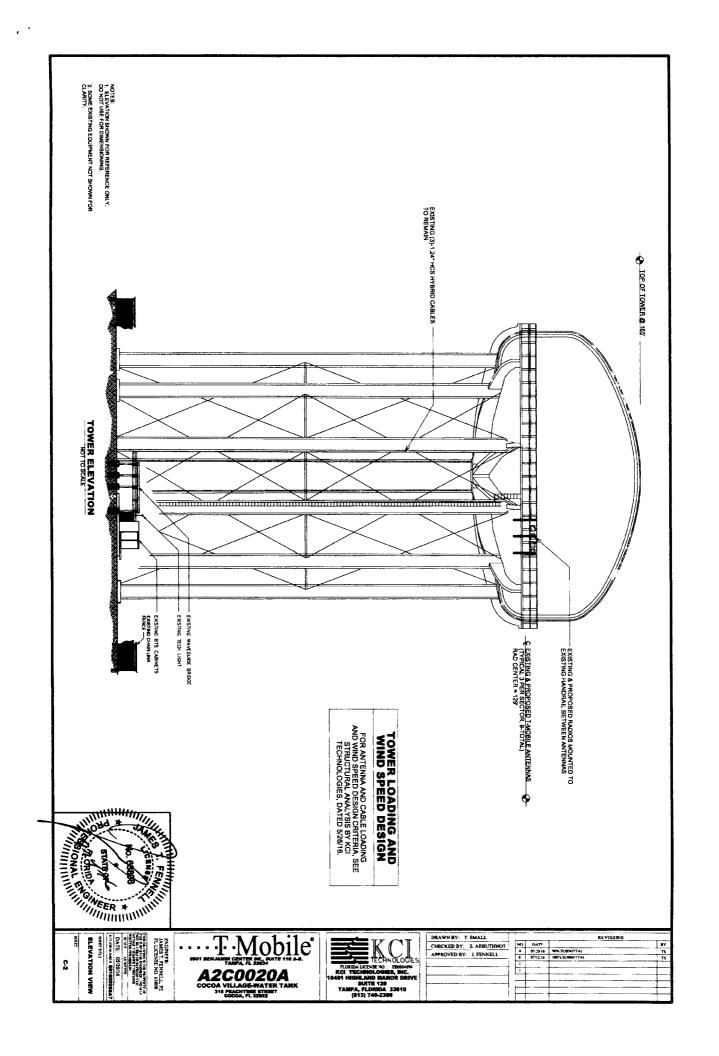
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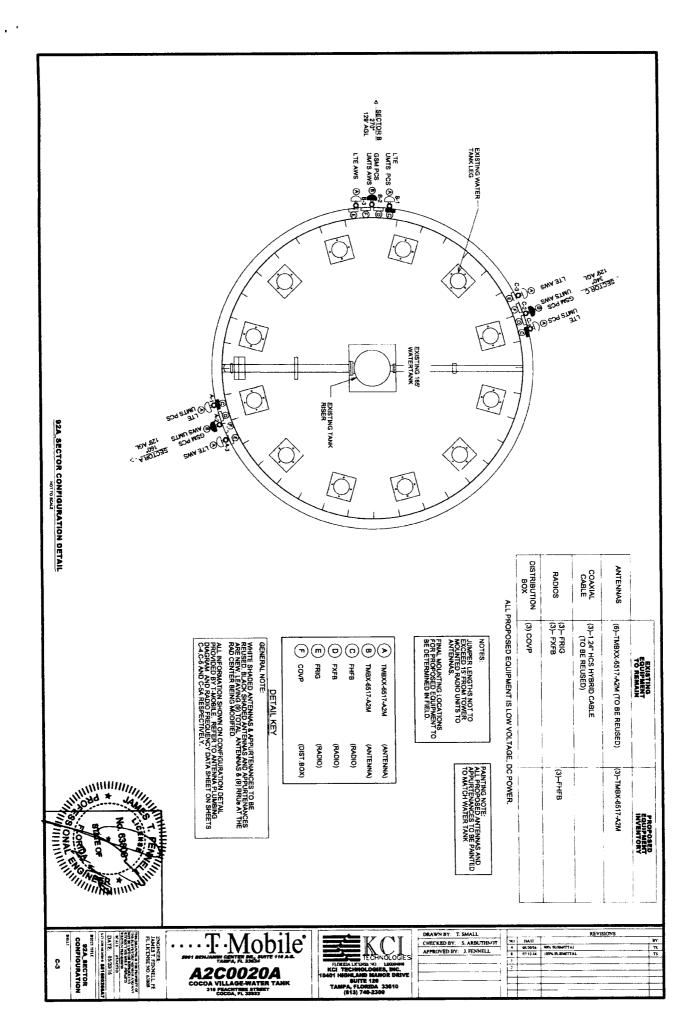
Site #: A2C0020A Market: Orlando

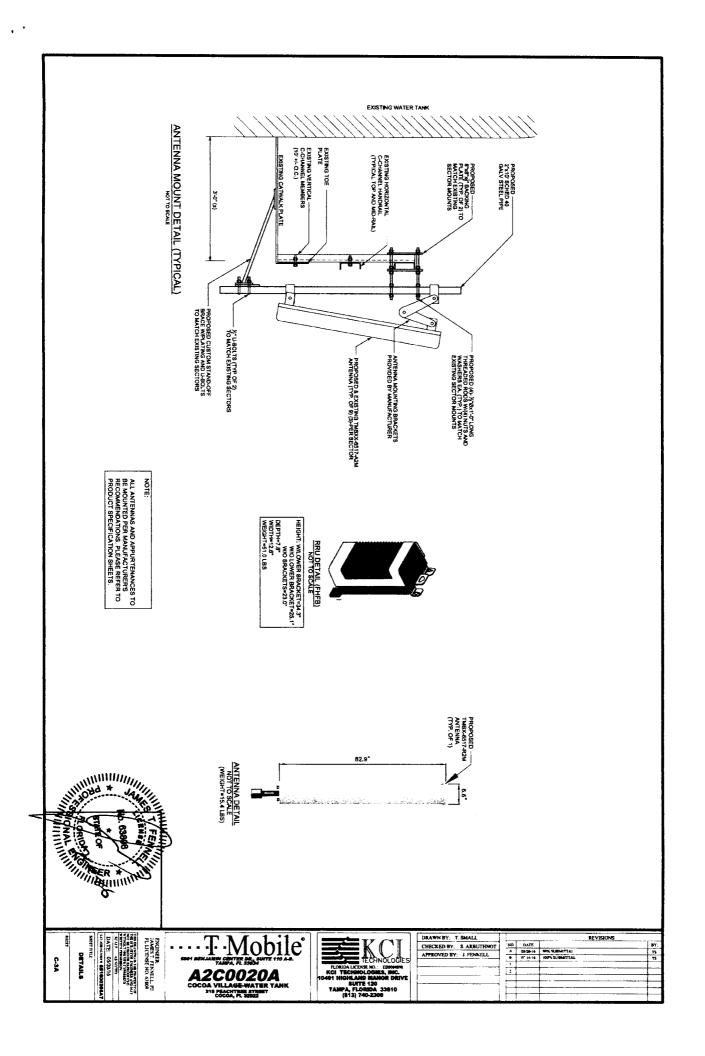
Exhibit "2-A"

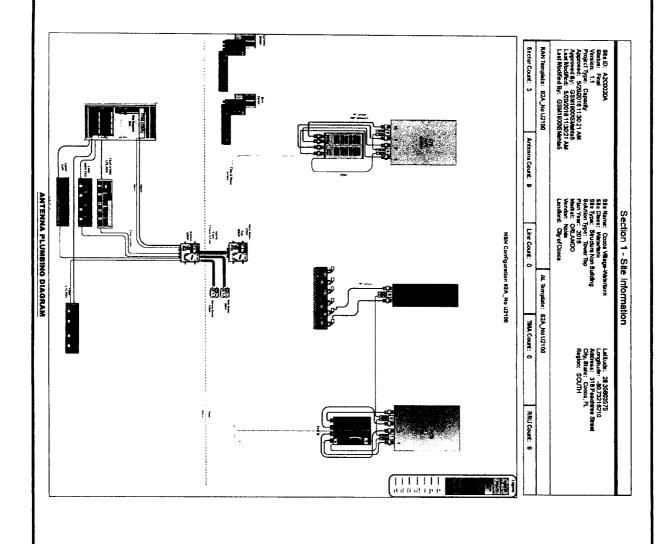
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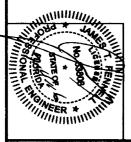












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ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY TAKOBILE. REFER TO ANTENNA PLUMBING DIAGRAM. AND RADIO FREQUENCY DATA SHEET ON SHEETS C-1, C-3 AND C-5A RESPECTIVELY.

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Hybrid Cable System	NSN Low/Cap HCS 1756			
	NSN LowCap HCS 250t			
Junction Box	(Large COVP)			Large COVP (x3)
Power			Betterles 'S clad star' Sreuterr 'S-de d star' (SSR 7705 'Saled model'	
			RedHer Shelf "Select size"	
Radio				FRG (x3) U1900 (2100) L1900 (707) (x4)
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ENGINEER: JAMES T. FENNELL, PE FL LICENSE NO. 63KM T-Mobile

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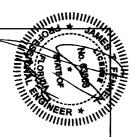


DRAWN BY: T SMALL
CHECKED BY: S. ARBUTIONOT
APPROVED BY: J. FENNELL

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

NOTE:
ALL INFORMATION SHOWN ON CONFIGURATION
DETAIL PROVIDED BY T-MOBILE REFER TO
ANTENNA PLUMBING DIAGRAM AND RADIO
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C-5A RESPECTIVELY.

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NOTE:
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C-5A RESPECTIVELY.

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

DRAWN BY: T. SMALL CHECKED BY: S. ARBUTHNOT APPROVED BY: J. PENNELL

REVISIONS BY: TS

----T-Mobile®

A2C0020A

COCCA VILLAGE-WATER TANK ENGINEER: JAMES T. FENNELL, PE FL LICENSE NO. 63808



November 8, 2016

City of Cocoa 351 Shearer Blvd Cocoa, FL 32933

Attn: Norma Hernandez

RE:

T-Mobile @ 318 Peachtree Street, Cocoa, FL 32922

Site: A2C0020A

Norma,

Please find enclosed (4) originals of T-Mobile's partially executed 2^{nd} Amendment for the City's crossed- signature. Upon full execution, please mail (2) originals to my attention to the below address.

Mail To:

Lea Collins 314 Bellview Place Sanford, FL 32771

Thank you for your assistance and please do not hesitate to contact me with any further questions.

Respectfully,

Lea Collins

Mobile: 407-694-8951

Email: lcollins@unitedcommercial.net

Office of the City Clerk 65 Stone Street I Cocoa, FL 32922

Phone: (321) 433-8480 | Fax: (321) 433-8455

December 15, 2016

Lea Collins 314 Bellview Place Sanford, FL 32771

Second Amendment to License Agreement for Wireless Communication Antenna on Re: **Existing Water Tower**

To Whom It May Concern:

Enclosed as requested, are two fully executed agreements as approved by Cocoa City Council on 12/13/2016.

If you have any questions, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy, CMC

Carie Smaly

City Clerk