

Site # 6WP2023A
Market: Miami

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT (“Amendment”) is made and entered into by and between City of Riviera Beach, Florida, a Florida Limited Liability Company (“Landlord”), and T-Mobile South LLC, a Delaware limited liability company (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Tower Lease Agreement, dated March 18, 2016 (including any prior amendments, the “Lease”), with respect to Premises located at 600 West Blue Heron Boulevard, Riviera Beach, Palm Beach County, Florida 33404.

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 _____, 20__, (a) Tenant will have the right to modify its Antenna Facilities as described and depicted on 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 on Exhibit A in all respects, and (b) the Rent that Tenant pays Landlord will be increased by Two Hundred Dollars (\$200.00) per month. Tenant agrees to lease an additional 40 square feet of ground space for the installation of a generator.
2. Landlord authorizes Tenant to prepare, file and execute, on behalf of Landlord or property owner (if required), any necessary documents, applications or permits to obtain Governmental Approvals, provided the work is within Tenant’s leased space.
3. Tenant’s notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile South LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site #6MD2023A

4. 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.

5. 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 effective as of the date of execution by the last party to sign.

**City of Rivera Beach, Florida, a
Florida Limited Liability company**

**T-Mobile South LLC,
a Delaware limited liability company**

By: _____
Name: Ronnie L. Felder
Title: Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Witnesses:

Witnesses:

Name: Claudene L. Anthony, CMC, City Clerk

Name: _____

Name: _____

Name: _____

Exhibit A

(See Attached)



