

**Cell Site No: N127956/WP095/Delray Police Tower\_32712**  
**Site Address: 300 West Atlantic Avenue, Delray Beach, Florida 33444**

### **FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") dated as of the date below is by and between The City of Delray Beach, a municipal corporation in the county of Palm Beach and State of Florida, having a mailing address at 100 North West First Avenue, Delray Beach, Florida 33444 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company successor in interest to AT&T Wireless Services of Florida, Inc., a Florida corporation, d/b/a AT&T Wireless, having a mailing address at 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated June 6, 2001 whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 300 West Atlantic Avenue, Delray Beach, Florida 33444 ("Agreement"), and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of 60 months ("New Initial Term"), commencing on April 1, 2007. The Term will be automatically renewed for up to 5 additional 60 month terms (each an "Extension Term") without further action by Tenant, unless, 90 days prior to such renewal, the Tenant gives written notice to Landlord of its intent not to renew the agreement.

2. **Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Tenant may terminate the Agreement at any time with 30 days prior written notice to Landlord; provided, that Tenant pays to Landlord an amount equal to 12 months of the then current Rent,

3. **Modification of Rent.** Commencing on April 1, 2007, the Rent payable under the Agreement shall be \$1,850.00 per month, and shall continue during the Term, subject to adjustment as provided below.

Landlord Initial:                     

Tenant Initial:

4. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a 24 month period commencing April 1, 2007 and ending March 31, 2009 ("Rent Guarantee Period"), Tenant hereby agrees that Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination.

5. **Future Rent Increases.** The Agreement is amended to provide that commencing on April 1, 2008, Rent shall be increased by 3.00 % and every (1) year thereafter.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following: NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows. As to Tenant, New Cingular Wireless PCS, LLC, c/o Network Real Estate Administration, Cell Site # N127956, Cell Site Name WP095/Delray Police Tower, 6100 Atlantic Boulevard, Norcross, GA 30071; with a copy to Attn.: Legal Department New Cingular Wireless PCS, LLC, Re: Cell Site # N127956, Cell Site Name WP095/Delray Police Tower, 15 East Midland Avenue, Paramus, NJ 07652; and as to Landlord, 100 North West First Avenue, Delray Beach, Florida 33444. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

8. **Other Terms and Conditions Remain..** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Landlord Initial: LD  
Tenant Initial: MM

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LANDLORD:

CITY OF DELRAY BEACH, a municipal corporation in the County of Palm Beach and State of Florida

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: 

Name: Jeff Reelman

Title: Mayor

Tax Id \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Mark Austin

Exec. Director - Network

WITNESSED BY:

By: 

Name: Chevelle D. Nubin

Title: City Clerk

By: 

Name: David Medwin

Title: Lease Administrator

Approved as to form and legal sufficiency:

By: 

City Attorney

*Asst.*

**PARTNERSHIP (consisting of corporate partners) ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 200\_\_\_\_, \_\_\_\_\_ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation] a corporation of the State of \_\_\_\_\_, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida )

COUNTY OF Palm Beach )

I CERTIFY that on February 27, 2007, Jeff Peelman [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the Mayor [title] of the City of Delray Beach [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.



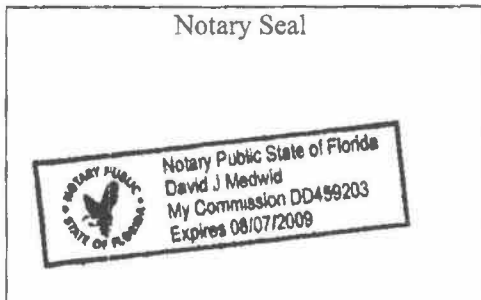
Chevelle D. Nubin  
Notary Public: Chevelle D. Nubin  
My Commission Expires: 2/15/2010

TENANT ACKNOWLEDGEMENT

STATE OF Florida )  
COUNTY OF Palm Beach ) SS.

I certify that I know or have satisfactory evidence that Mark Austin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4-30-07



David Medwid  
(Signature of Notary)  
David Medwid  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of FL  
My appointment expires: 8-7-09

**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)	
Business name, if different from above <b>CITY OF DELRAY BEACH</b>	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <b>GOVERNMENT</b>	<input checked="" type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>100 NW 1ST AVENUE</b>	Requester's name and address (optional)
City, state, and ZIP code <b>DELRAY BEACH, FL 33444</b>	
List account number(s) here (optional)	

**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								
5	9	6	0	0	0	3	0	8

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

**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 	Date <b>12/13/06</b>
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**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.

**U.S. person.** 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,