

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO
SPACE RENTAL AGREEMENT

T-MOBILE SOUTH LLC

Execution Date: August 6, 2015

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO
Space Rental Agreement

THIS AMENDMENT NO. 1 to the Space Rental Agreement dated August 27, 2009, by and between Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida (Authority), and T-Mobile South LLC, organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida (Company), is entered into this ____ day of August, 2015.

WITNESSETH:

WHEREAS, on August 27, 2009, Authority and Company entered into a Space Rental Agreement to lease space to Company in the northwest corner sixth floor of the Authority's Economy Parking Garage for the purposes of installation, operation, and maintenance of a wireless communications transmit-receive site (Cell Site) in support of Company's operation of its wireless communications network (hereinafter referred to as the Agreement); and

WHEREAS, Authority is constructing a consolidated rental car facility in the vicinity of Company's leasehold under the Agreement, requiring Authority to disconnect Company's previous electrical service source and provide electricity to Company directly through a sub-meter; and

WHEREAS, Company agrees to reimburse Authority for the cost of Company's actual electricity consumption.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Any and all references in the Agreement to Authority's Executive Director will henceforth mean Authority Chief Executive Officer.

3. ARTICLE 5, RENT, ACCOUNTING AND OTHER CHARGES, is modified to add the following:

5.6 Reimbursement of Electricity Consumption Costs

Company will reimburse Authority for all actual costs of Company's electricity consumption as invoiced by Authority. Such payment is due and payable to Authority within 20 days of the date of the invoice.

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of August, 2015.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST:

Victor D. Crist, Secretary

BY:

Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS:

Signature

Printed Name

Approved as to form for legal sufficiency:

BY:

David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of August, 2015, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on
stamp or seal)

T-MOBILE SOUTH LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

T-MOBILE SOUTH LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of August, 2015, by

_____ in the capacity of _____

(Individual's Name)

(Individual's Title)

at _____, a corporation, on its behalf _____

(Company Name)

(He is / She is)

_____ known to me and has produced _____

(Personally / Not Personally)

(Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)