

SECOND AMENDMENT TO TOWER SITING AGREEMENT

This Second Amendment to Tower Siting Agreement ("Second Amendment") is made this ____ day of _____ 2014, by and between the City of Hollywood ("City"), a Florida municipal corporation, and MetroPCS Florida, LLC ("MetroPCS"), a Delaware limited liability company, successor in interest by assignment from MetroPCS California/Florida, Inc.

WHEREAS, City and MetroPCS entered into a Tower Siting Agreement on October 20, 2004, (the "Original Agreement"); and

WHEREAS, City and MetroPCS entered into a First Amendment To Tower Siting Agreement on October 5, 2012, (the "First Amendment"); and

Whereas, City and MetroPCS wish to amend the Original Agreement as amended to increase the number and location of the antennas.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and MetroPCS agree as follows:

AGREEMENT

1. The above recitals are true and correct, agreed to by City and MetroPCS, and are incorporated in this instrument as if such recitals were fully set forth herein.

2. Paragraph 1. **Premises and Use**: is amended to read as follows:

City grants to MetroPCS a license to use the following areas in, on and around the City Hall roof:

Roof top antenna space, limited to twelve antennas which shall be affixed to the roof top and will be in a matching color, along with a site area of six (6) feet by six (6) feet for the location of equipment, cables, power supplies, transmitter cabinet and concrete pad, a cable run with supports and other improvements relating thereto, all as shown in Exhibit "A" (collectively, the "Antenna Facility") attached hereto and incorporated herein by reference, together with a non-exclusive right of reasonable access thereto and to appropriate utility sources.

* * *

3. Except as amended hereby, the Original Agreement remains in full force and effect.

4. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Executed counterparts or copies of the Amendment delivered by electronic media or facsimile shall be valid as signed a original for all purposes.

IN WITNESS WHEREOF, MetroPCS has caused this Second Amendment To Tower Siting Agreement to be signed in its name by its Managing Member, and the City Commission of Hollywood has caused the First Amendment to be signed in its name by the Mayor, and duly attested to by the City Clerk, and approved as to form and sufficiency by the City Attorney, on the day and year first above written.

CITY

City of Hollywood,
a Florida municipal corporation

By: _____
Peter Bober
Title: Mayor

ATTEST:

By: _____
Patricia A. Cerny, MMC
Title: City Clerk

**APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY:**

BY: _____
Jeffrey P. Sheffel, Esquire
Title: City Attorney

METROPCS

METROPCS FLORIDA, LLC, a
Delaware limited liability
company

By: _____

BY: _____