

Cell Site Number: FHJX  
Cell Site Name: FHJX  
Fixed Asset Number: 10023646  
Market: S. Florida  
Address: 11911 Old Cutler Road, Miami FL 33156

## SIXTH AMENDMENT TO LEASE AGREEMENT

**THIS SIXTH AMENDMENT TO LEASE AGREEMENT (“Sixth Amendment”)**, is by and between City of Coral Gables, a municipal corporation, having a mailing address of 405 Biltmore Way, Coral Gables, FL 33134 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, have a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319-5309 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its predecessor) entered into a Lease Agreement dated March 25, 1993, as amended by certain First Amendment to Lease Agreement dated August 21, 2012, as amended by certain Second Amendment to Lease Agreement dated November 30, 2016, as amended by certain Third Amendment and Extension to Lease Agreement dated September 26, 2019, as amended by certain Fourth Amendment to Lease Agreement dated June 19, 2020 and as amended by certain Fifth Amendment to Lease Agreement dated January 12, 2021 (collectively the “**Agreement**”), with respect to certain Premises, that are a portion of the Property located at 11911 Old Cutler Road, Coral Gables, FL 33156, therein described in Exhibit A to the Agreement (“**Property**”); and

WHEREAS, Tenant desires to modify or relocate its Communications Facility, which Landlord is willing to approve; and

WHEREAS, Landlord and Tenant desire to amend the Agreement as set forth herein.

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:

- A. The foregoing “Whereas” clauses are hereby incorporated as part of this Sixth Amendment as if they were more fully set forth herein.
- B. **Landlord’s Consent.** Landlord hereby consents to Tenant’s request to modify or to replace its equipment located in the area of the Tower depicted on **Exhibit B-3** attached hereto, and only as depicted therein. Landlord’s consent herein is subject to Tenant obtaining all Government Approvals at its cost. **Exhibit B-3** hereby replaces Exhibit B-2 referenced in Fifth Amendment of the Agreement. Tenant may not install any equipment in alternate areas of the Tower or premises without a further amendment to the Agreement.

- C. Non-Interference.** Tenant warrants that its use of equipment shown on Exhibit B-3 will not interfere with existing radio frequency users on the Property at the time of such installation, as long as those existing radio frequency users operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- D. Inspection.** Tenant agrees that upon completion of the modification contemplated herein, such work will be inspected and certified as having been completed in accordance with engineering requirements and Exhibit B-3 by Landlord's engineering consultant ("Engineering Consultant"). If the Landlord's Engineering Consultant determines that repair or modification of Tenant's equipment, the Tower, or other equipment on the Tower are necessary as a result of Tenant's construction pursuant to this Sixth Amendment, Tenant shall be responsible for the cost of such repairs or modifications. Tenant shall be solely responsible for the cost of such inspection and certification by the Landlord's Engineering Consultant.
- E. Rent.** Commencing on the first day of the month following the date that this Sixth Amendment is fully executed, the parties agree that the monthly rent that Tenant pays Landlord pursuant to Section 3.1 of the Agreement, shall be increased by an additional Two Hundred Fifty dollars (\$250) per month. Thereafter, the monthly rent as increased herein, shall continue to be adjusted pursuant to Section 3.1 of the Agreement. Tenant waives any objections to the rent increase set forth herein based on the argument that the rent increase is inconsistent with the Agreement and applicable law.
- F. Cost Recovery.** Pursuant to Section 3.5 of the Agreement, Tenant agrees to reimburse Landlord for all costs, including engineering and attorney's fees, incurred by Landlord to process Tenant's request associated with this Sixth Amendment. It is acknowledged that Tenant submitted a deposit for Three thousand dollars (\$3,000) toward such cost recovery. Landlord may delay its execution of this Sixth Amendment until after Tenant's reimbursement of any additional amounts invoiced by Landlord. Landlord shall not execute any requests for permits or other approvals requested by Tenant unless Tenant is in compliance with all terms of the Agreement, as amended, including but not limited to, payment of all amounts due Landlord pursuant to Section 3 of the Agreement.
- G. Replacement of Tower.** Section 7 of the Agreement is hereby deleted and replaced with the following:
- (1) Replacement of or Improvement to Existing Tower. If Landlord determines in its reasonable discretion based on considerations concerning the structural capacity of the Tower, engineering issues, cost and budget, and/or compliance with applicable codes and standards, that it is necessary to replace the Tower with a new tower ("Replacement Tower"), or that it would be appropriate to perform modifications or improvements to the existing Tower based on such considerations ("Tower Improvements"), Landlord shall provide at least six (6) months prior written notice to Tenant, and the parties shall reasonably cooperate to accomplish such removal of the Tower ("Decommission") and construction of a Replacement Tower, or the construction of Tower Improvements so as to avoid, to the extent possible, disruption of the parties' use of the Premises, unless

Tenant notifies Landlord that it wishes to terminate the Agreement as set forth herein. If it is anticipated that the Tower or other portions of the Premises will become unusable for temporary periods of time as a result of such construction activities, Landlord will provide Tenant with reasonable prior notice of such dates. As set forth in this Section, Tenant may request that the Landlord allow Tenant the ability to use a temporary transmission site or COW on the Landlord's Property at a location sufficient to meet Tenant's coverage or engineering needs and as reasonably agreed upon by the parties. Landlord's consent to the use of temporary facilities or COW shall not be unreasonably withheld or conditioned. Installation of such temporary facilities, COW or relocation of equipment and facilities shall be subject to Tenant obtaining, at its cost and expense, any Government Approvals that may be necessary. Landlord agrees to undertake diligently and in good faith the construction of the Replacement Tower, Decommission of the existing Tower, or the Tower Improvements.

- (2) Allocation of Costs and Right to Terminate. Tenant shall be responsible for its pro rata share of the cost of Decommission, purchase and installation of the Replacement Tower or costs of Tower Improvements ("Tenant Share"), based on the number of users of the existing Tower including the Landlord, provided the Landlord is continuing to use the Tower at such time or intends to occupy space on the Replacement Tower or perform such Tower Improvements. Tenant shall be provided detailed cost estimates and an opportunity to opt out of payment of Tenant's Share if Tenant terminates the Agreement. To exercise such right to terminate, Tenant must provide Landlord notice of termination no later than sixty (60) days after receipt of the cost estimate from Landlord. If Tenant does not provide such timely notice, Tenant shall continue to be bound by the Agreement, as amended, and to pay Tenant's Share of the costs as set forth herein. Tenant shall pay costs pursuant to Section 7 with fifty percent (50%) of the estimated costs due within forty five 45 days of receipt of Landlord's invoice and the remaining amount of Tenant's share of actual costs shall be paid after the installation of the Replacement Tower or completion of Tower Improvements within forty-five (45) days after receipt of Landlord's invoice. If Tenant exercises its right to terminate, such termination shall be effective upon the date of Decommission or the date of commencement of Tower Improvements as applicable, unless extended by the Parties. Tenant shall continue to pay rent and fees that may be due pursuant to the Agreement, as amended, through such date. Landlord shall be responsible for obtaining Government Approvals at its costs for construction associated with the Decommission, the Replacement Tower, or Tower Improvements. Tenant shall be responsible, at its costs, for obtaining Government Approvals for construction associated with the removal, relocation and installation of its antennas, equipment and Communications Facility associated with the Decommission, Tower Replacement, or Tower Improvements and for performing such removal, installation or relocation, which Tenant shall pursue in a diligent fashion once notified by Landlord that the Replacement Tower or existing Tower following Tower Improvements is available. If there are less than three Renewal Terms remaining on the Agreement at the time of notice by the Landlord of the costs associated to need to install a Replacement Tower or Tower Improvements, and Tenant does not terminate this Agreement, the number of Renewal Terms shall automatically be increased such that there are at least three (3)

remaining Renewal Terms as of the date the Replacement Tower or Tower Improvements are completed.

- (3) Communications Between Tenant and Landlord. Within ten (10) calendar days of execution of this Sixth Amendment, Tenant shall furnish Landlord with the names and contact information for its employees or representatives who will be responsible for Tenant's communications with Landlord in connection with Landlord's engineering, planning, design work ("EPD") and construction associated with a Replacement Tower, Decommission the existing Tower, Tower Improvements and the Shared Generator. Tenant shall ensure that it provides Landlord with any changes in such contact information. Tenant agrees to respond within a reasonable timeframe, in no event longer than ten (10) business days, to Landlord's request for information necessary for Landlord's EPD and construction. In the event the parties disagree as to the costs that are the responsibility of Tenant pursuant to this Section 7, Tenant shall pay the amounts for which there is no dispute per Landlord's invoice.

**H. Shared Generator.** Section 10 of the Agreement is hereby deleted and replaced with the following:

**Shared Generator.** Tenant and Landlord acknowledge that Tenant currently has use of Landlord's generator located in the Building Space of the Premises. Tenant and Landlord further acknowledge that nothing in the Agreement authorizes Tenant to install or Landlord to provide a backup power supply for Tenant's use and that Tenant's current use of Landlord's generator is provided by Landlord without any obligation to do so. The existing generator is used by Landlord as backup power supply for City's Services, as well as by Tenant and other carriers on the Property. In the event Landlord determines to cease using the existing generator and to replace it with a new generator and fuel storage facility solely to support the communications facilities on the Property and Tower to be shared by Landlord, Tenant and other then-existing wireless carriers on the tower (the new generator and fuel storage collective are referred to as "Shared Generator"), then each wireless carrier tenant on the Tower seeking to use the Shared Generator will contribute its pro rata share to cover the cost of purchase, installation, operation and maintenance thereof, and the Landlord will not contribute towards the cost of the Shared Generator. Landlord will be responsible for conducting the purchase and installation of the Shared Generator with appropriate permits and will own the Shared Generator. Tenant agrees that it will utilize the Shared Generator, and will pay its pro rata share of the cost for the purchase, installation, operation and maintenance of the Shared Generator, and replacement if necessary. The parties anticipate entering into a mutually approved Shared Generator Agreement between the parties as well as others who may utilize the Shared Generator. As a good faith payment of Tenant's commitment, Tenant agrees to pay Landlord \$25,000 toward its share of the Shared Generator within sixty (60) days from the Effective Date. Such amount will be held in trust by Landlord and used solely in connection with costs incurred associated with the project for the purchase and installation of the Shared Generator. Landlord shall provide invoices to Tenant for its share of costs associated with the Shared Generator, with appropriate backup materials with respect to such costs. Tenant shall pay Landlord's invoices within forty-five (45) days. If Tenant disputes the amount of an invoice, Tenant shall pay the amounts for which there is no dispute per Landlord's invoice.

- I. Florida Statutory Specific Laws. Florida mandatory statutory provisions that are applicable are attached hereto as Exhibit E and incorporated into the Agreement.
- J. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall control. Except as expressly set forth in this Sixth 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 Sixth Amendment.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Sixth Amendment on the dates set forth below.

**“LANDLORD”**

**City of Coral Gables**

Attest:

By: \_\_\_\_\_  
Name: Amos Rojas, Jr.  
Title: City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Billy Y. Urquia  
City Clerk

Approved as to Form

\_\_\_\_\_  
Cristina M. Suárez, City Attorney

**“TENANT”**

**New Cingular Wireless PCS, LLC**

By: AT&T Mobility Corporation  
Its: Manager


Signed by:  
By:  \_\_\_\_\_  
Name: John F. Heggy  
Title: Area Manager  
Date: 8/21/2024

EXHIBIT E  
Incorporated into Agreement

FLORIDA SPECIFIC STATUTORY LAWS

**1. Scrutinized Company List.** Tenant certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, created pursuant to sections 215.473, and 215.4725, Florida Statutes, respectively.

**2. Debarment.** By signing this Agreement, Tenant certifies, to the best of its knowledge and belief, that it and its principals:

2.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

2.2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

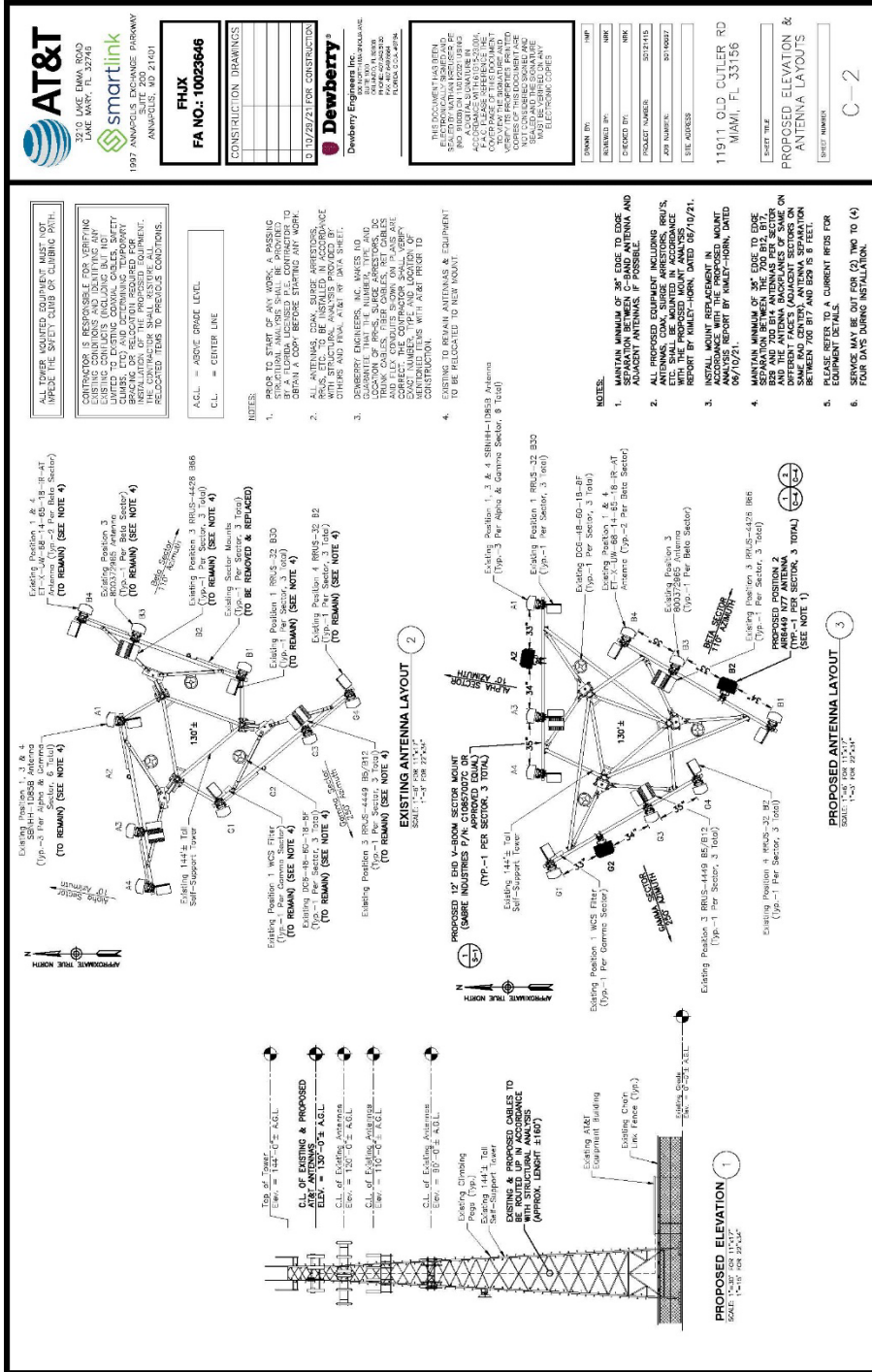
2.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

2.4. Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

2.5. Tenant agrees to notify Landlord within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, or terminations as described in subparagraphs 1 through 4 above, with respect to Tenant or its principals.

**3. AFFIDAVIT REGARDING USE OF COERCION FOR LABOR AND SERVICES.** Pursuant to 787.06 (13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

### Exhibit B-3







**FLJX**  
**FA NO.: 10023646**

**CONSTRUCTION DRAWINGS**

**Dewberry Engineers Inc.**  
 80 NORTH MARIONA AVE  
 SUITE 300  
 OAKLAND, FL 32065  
 TEL: 407.438.2100  
 FAX: 407.438.9504  
 FLORIDA C.O.C. #7794

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SIGNED BY NATHAN PROSEPER FOR DEWBERRY ENGINEERS INC. FOR A DIGITAL SIGNATURE IN AN ELECTRONIC FORM. FOR A F.A.C. PLEASE REFERENCE THE COVER PAGE OF THIS DOCUMENT. VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND THE SIGNATURE AND SEAL ARE NOT VALID. THIS DOCUMENT IS ONLY VALID IN ELECTRONIC FORM.

DRAWN BY: HMP  
 REVIEWED BY: NKK  
 CHECKED BY: NKK  
 PROJECT NUMBER: 50121415  
 JOB NUMBER: 50109877  
 SITE ADDRESS:

11911 OLD CUTLER RD  
 MIAMI, FL 33156

SHEET TITLE: ANTENNA & CABLE SCHEDULE

SHEET NUMBER: C-3

ANTENNA & COAX SCHEDULE DETAIL										
SECTOR	AMPHI	COAX	ANTENNA	ANTENNA MODEL	ANTENNA H/W	ANTENNA L/W	ANTENNA H/L	ANTENNA L/W	ANTENNA H/L	ANTENNA H/L
ALPHA (A1)	10'	130'-0"	ANDREW	SBRH1-10SB	1	-	-	-	-	-
ALPHA (A2)	10'	130'-0"	EROSION	ARR449 M77	1	-	-	-	-	-
ALPHA (A3)	10'	130'-0"	ANDREW	SBRH1-10SB	1	-	-	-	-	-
ALPHA (A4)	10'	130'-0"	ANDREW	SBRH1-10SB	1	-	-	-	-	-
BETA (B1)	110'	130'-0"	KW	ET-5-UW-6E-14-65-18-18-4E	1	-	-	-	-	-
BETA (B2)	110'	130'-0"	EROSION	ARR449 M77	1	-	-	-	-	-
BETA (B3)	110'	130'-0"	KATHRIN	B00372985	1	-	-	-	-	-
BETA (B4)	110'	130'-0"	KW	ET-5-UW-6E-14-65-18-18-4E	1	-	-	-	-	-
GAMMA (G1)	250'	130'-0"	ANDREW	SBRH1-10SB	1	-	-	-	-	-
GAMMA (G2)	250'	130'-0"	EROSION	ARR449 M77	1	-	-	-	-	-
GAMMA (G3)	250'	130'-0"	ANDREW	SBRH1-10SB	1	-	-	-	-	-
GAMMA (G4)	250'	130'-0"	ANDREW	SBRH1-10SB	1	-	-	-	-	-
TOTAL EXISTING					9					
TOTAL PROPOSED					3					
OVERALL TOTAL					12					

CABLES										
CABLE MODEL	SIZE	# OF CABLES	CHUNK LENGTH	COAX	WES FILTER	TMA	QTY.	MODEL	QTY.	DISORDER
** LPS-50	7/8"	2	160'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	1	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	1	15'							
1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	6	10'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	4	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	1	15'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	4	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	3	15'							
1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	6	10'							
LPS-50	7/8"	2	160'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	2	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	1	15'							
1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	2	160'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	2	15'							
1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'							
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ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	1	10'							
1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	2	10'							
1/2" COAX JUMPER (RW TO WES FILTER)	1/2"	4	5'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	4	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	1	15'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	4	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	4	15'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	4	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	3	15'							
1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	8	10'							
LPS-50	7/8"	2	160'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	2	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	1	15'							
1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'							
** LPS-50	7/8"	2	160'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	1	15'							
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ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	4	15'							
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1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	6	10'							
LPS-50	7/8"	2	160'							
ROSEBERGER FIBER JUMPER (OCS TO RW)	3/8"	2	15'							
ROSEBERGER SINGLE PAIR DC CABLE (OCS TO RW)	7/16"	1	15'							
1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'							
FIBER	POWER	33	495'							
JUMPERS	JUMPERS	18	270'							
ACTIVE	ACTIVE	8	1,200'							
INACTIVE	INACTIVE	44	640'							
JUMPERS	JUMPERS	9	1,440'							

**DC/FIBER DEMARCATION BOX**

RAVAP DC FIBER DEMARCATION BOX	MODEL	QTY	SIZE	QTY	DISORDER
ROSEBERGER (18) PAIR FIBER TRUNK (79-180-034)		1	3/8"	2	160'-0"
ROSEBERGER (16) PAIR FIBER TRUNK (79-180-034)		1	3/8"	1	160'-0"
(5) 8R AWG TRINEX COPPER CONDUCTORS (WR-J08BT-8R0)		0.807	6	160'-0"	

**DC/FIBER DEMARCATION**

NOTE:  
 1. REPLACE 1-12 PAIR FIBER TRUNK WITH 1-18 PAIR FIBER TRUNK IN THE ALPHA SECTOR.

**BILL OF MATERIALS**  
 SCALE: N.T.S.

/820000/1 DRAFT#61261232 v1  
08/21/24 10:43AM