

Market: S. Florida
Cell Site Number: FHJX
Cell Site Name: FHJX
Fixed Asset Number: 10023646

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**"), dated as of the latter of the signature dates below, 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, having a mailing address of 575 Morosgo Dr., Atlanta, GA 30324 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated March 25, 1993, as amended by certain First Amendment to Lease Agreement dated August 21, 2012 ("**Agreement**") with respect to certain Premises, therein described, that are a portion of the Property located at 11911 Old Cutler Road, Miami, FL 33156 ("**Property**"); and

WHEREAS, Tenant desires to change, modify or relocate the Communication Facility, which Landlord is willing to approve; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace its equipment;

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

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

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. The foregoing "Whereas" clauses are hereby incorporated as part of this Agreement as if they were more fully set forth herein.
2. **New Exhibit B-1.** Pursuant to Paragraph 10 of the Agreement, Landlord agrees that upon full execution of this Amendment, Tenant may add, modify and/or replace its equipment located in the area of the Tower depicted on Revised Exhibit B-1 attached hereto, and only as depicted therein, subject to applying for and being issued appropriate permits at its costs from the City of Coral Gables. Landlord's execution of this Amendment will signify Landlord's approval of Tenant adding, modifying and/or replacing its equipment only in the locations, and only as, depicted on Revised Exhibit B-

1. Revised Exhibit B-1 hereby replaces Exhibit B to the Agreement. Tenant may not install any equipment in alternate areas of the Tower or other locations without an amendment to the Agreement.
3. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, but in no event later than six months from the date this Amendment is approved by Tenant, Rent shall be increased an additional one-thousand one hundred dollars (\$1,100) per month, subject to further adjustments as provided in the Agreement.
4. **Legal fees reimbursement.** Within thirty (30) days after the execution of this Amendment, Tenant shall pay to City of Coral Gables, a one-time only reimbursement for attorneys' fees and costs for negotiating and finalizing this Amendment, in the amount of Seven Thousand Two Hundred and Fifty Dollars and 00/100 (\$7,250.00).
5. Tenant warrants that its installation of new or modified equipment will not interfere with existing radio frequency user(s) on the Property at the time of such installation, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
6. 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 Revised Exhibit B-1 by the Landlord's engineering consultant ("Engineering Consultant"). If the Landlord's Engineering Consultant determines that repairs or modifications of Tenant's equipment, the Tower or other equipment on the Tower are necessary as a result of Tenant's construction pursuant to this Amendment, Tenant shall be responsible for the cost of such repairs or modifications. The cost of such inspection and certification by the Landlord's Engineering Consultant shall be borne solely by Tenant.
7. **Notices.** Section 24 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.

If to Tenant:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #: FHJX, Cell Site Name: FHJX,
FA No: 10023646
575 Morosgo Drive NE,
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #: FHJX, Cell Site Name: FHJX
FA No: 10023646
AT&T Legal Department – Network
208 S. Akard Street,
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:

City of Coral Gables.
City Manager
405 Biltmore Way
Coral Gables, Florida 33134
Copy to: City Attorney

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. Backup Power Supply.** Tenant and Landlord acknowledge that Tenant currently has use of Landlord's generator located in the Building on the Property. 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. Landlord contemplates removing the existing generator and purchasing, installing, operating and maintaining on the Property a generator to be shared by Landlord, Tenant and other then-existing wireless carriers on the tower ("Shared Generator"). It is contemplated that each wireless carrier 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 Landlord will not contribute towards the cost of the Shared Generator. In the event Tenant decides to utilize the Shared Generator, the parties agree to negotiate in good faith with respect to the rights and obligations of the parties, including Tenant's share of the cost for the purchase, installation, operation and maintenance of the Shared Generator upon execution of a mutually approved Shared Generator Agreement between the parties.
- 9. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second 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 Second Amendment.

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

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

[SIGNATURES ON FOLLOWING PAGE]

"LANDLORD"

City of Coral Gables
By: _____
Name: _____
Title: _____
Date: _____


WITNESSES:

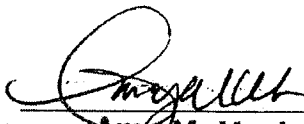
By: _____
Name: _____
By: _____
Name: _____

Approved as to Form

Craig Leen, City Attorney

"TENANT"

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager
By: 
Name: Henry Galan
Title: Area Manager-Construction & Engineering
Date: 10.18.2010

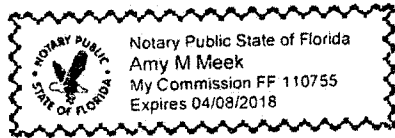
By: 
Name: Amy M. Meek

By: 
Name: Kathy Porter

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA FLORIDA)
COUNTY OF SEMINOLE)ss:

On the 18TH day of OCTOBER 2016 before me personally appeared Henry Galan, and acknowledged under oath that he is the Area Manager; Construction & Engineering of AT&T Mobility Corporation, manager of New Cingular Wireless PCS LLC, the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



[Signature]
Notary Public: FF 110755
My Commission Expires: 4/8/18

LANDLORD ACKNOWLEDGEMENT

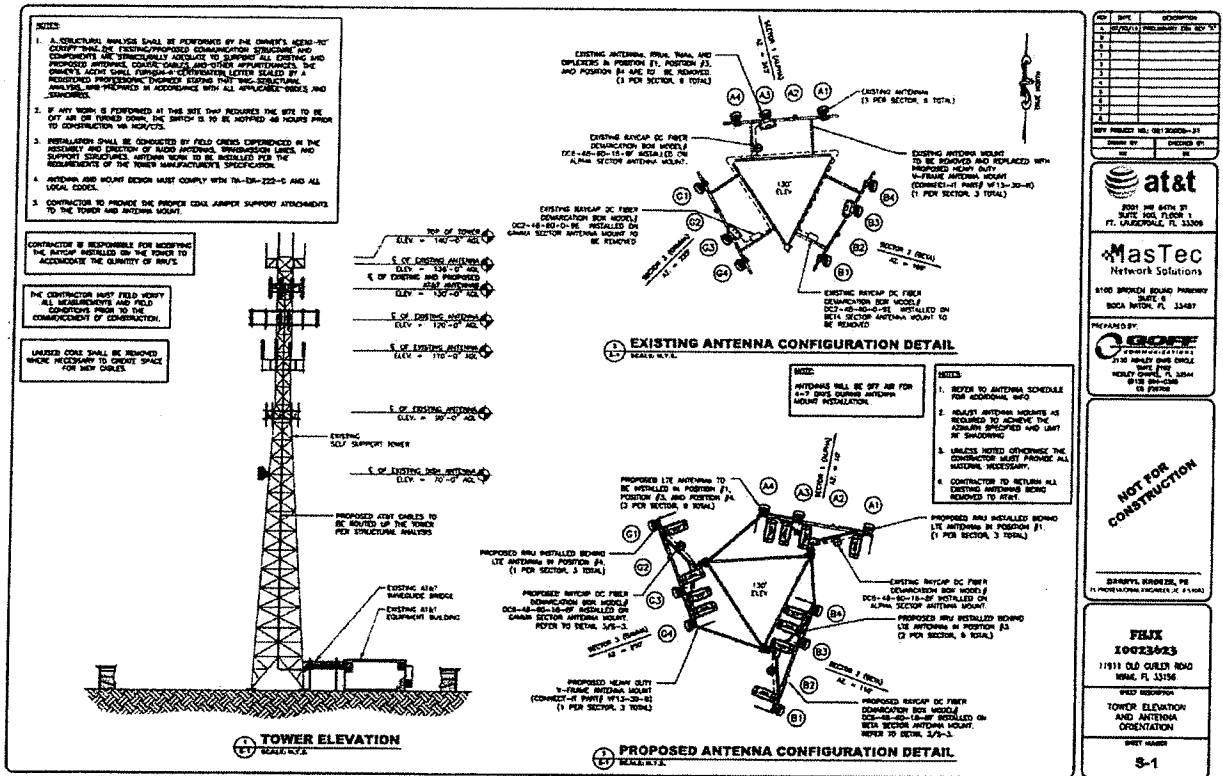
STATE OF _____)
COUNTY OF _____)ss:

On the ____ day of _____, 2016 before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

REVISED EXHIBIT B-1

See attached exhibit comprised of 1 page, dated 7/13/2014, prepared by GOFF Communications



NO.	DATE	DESCRIPTION
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PROJECT NO. 08130000-01

DATE: 07/13/14

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

AT&T

8001 9th Street, Suite 100, Ft. Lauderdale, FL 33309

MasTec Network Solutions

6100 Broken Road, Phoenix, Suite 8, Boca Raton, FL 33487

PREPARED BY: GOFF COMMUNICATIONS

3110 HAWLEY DRIVE, SUITE 100, BOCA RATON, FL 33487

NOT FOR CONSTRUCTION

BRUNNEN, BRUNNEN, PA

FL 10023023

17911 OLD CURLER ROAD, MIAMI, FL 33156

TOWER ELEVATION AND ANTENNA ORIENTATION

DATE: 07/13/14

REV. 001

S-1

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE