

Market: RNTX  
Cell Site Number: DXL06057  
Cell Site Name: SCRIPTURE/THOMAS  
**Fixed Asset Number: 10025474**

## **SIXTH AMENDMENT TO TOWER/GROUND LEASE AGREEMENT**

THIS SIXTH AMENDMENT TO TOWER/GROUND LEASE AGREEMENT dated as of the latter of the signature dates below, is by and between City of Denton, Texas, a Texas Municipal Corporation, having a mailing address of 215 E. McKinney Street, Denton, TX 76201 ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Lessee**").

WHEREAS, Lessor and Lessee (or its predecessor in interest) entered into a Tower/Ground Lease Agreement dated June 18, 2002, as amended by Amendment No.1 to Tower/Ground Lease Agreement dated January 6, 2009, as amended by the Second Amendment to Tower/Ground Lease Agreement dated July 17, 2014, as amended by the Third Amendment to Tower/Ground Lease Agreement dated October 18, 2016, as amended by the Fourth Amendment to Tower/Ground Lease Agreement dated October 18, 2017, as amended by the Fifth Amendment to Tower/Ground Lease Agreement dated August 6, 2019 (hereinafter, collectively the "**Agreement**") , whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the Property ("**Property**") located at 500 Thomas Street, Denton, Texas; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional generator equipment;

WHEREAS, Lessor and Lessee desire, in their mutual interest, 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, Lessor and Lessee agree as follows:

1. **Equipment.** Exhibit A to the Tower/Ground Lease, as amended by the Fifth Amendment, is deleted in its entirety and replaced with the Exhibit (A-6/site plan) attached hereto and made a part of the Agreement.
2. **Generator.** Lessee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the Premises Area, including without limitation a

concrete pad and generator thereon, including back-up power supply. Lessee shall have the right to access the Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Lessee, and Lessee shall have the right to remove or modify it at any time. Lessee shall repair any damage to the Property and surrounding parkland to the same or better condition prior to installation of the generator.

3. **No Additional Rent.** The parties agree that no additional rent shall be due from Tenant to Landlord hereunder.
4. **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. The rights granted to Lessee herein are in addition to and not intended to limit any rights of Lessee in the Agreement.
5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
6. **Insurance Requirements.** Lessee agrees to carry all risk property insurance on a one-hundred percent (100%) replacement cost basis covering loss or damage to all facilities and improvements located on the Property, either as a part of this Agreement or erected by the Lessee subsequent to this Agreement. Covered perils shall include Fire, Extended Coverage, and Vandalism & Malicious Mischief. Under no circumstances shall the Lessor be liable for any damages to fixtures, merchandise, or personal property of the Lessee or its sub-lessees. The Lessor will be shown as a joint loss payee, as their interest may appear. Lessee self-insures this risk.
7. **Construction Insurance.** Prior to the commencement of any installation, Lessee shall carry and maintain, or endeavor to require Lessee's contractor to purchase and maintain, until final completion and acceptance of all work, insurance coverage written by companies with an A.M. Best rating of at least A-VII eligible to provide insurance by the State of Texas and in the following types and amounts:

i **Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The policy limits for Employers Liability are:

- 1 Bodily Injury by Accident: \$100,000 Each Accident
- 2 Bodily Injury by Disease: \$100,000 Each Employee
- 3 Bodily Injury by Disease: \$500,000 Policy Limit

- ii **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage limit of \$1,000,000 each accident.
- iii **Commercial General Liability Insurance** including, Leased Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate, \$2,000,000 general aggregate. The policy shall include coverage extended to apply to products/completed operations and Explosions, Collapse and Underground (XCU) hazards.
- iv **All Risk Builder's Risk Insurance**, if the project involves complete construction of new buildings, or, **Installation Floater**, if the project involves materials and supplies needed for additions, renovations or remodeling of an existing building, with an insured value equal to 100% of replacement cost, if Builder's Risk, or 100% of the contract cost, if Installation Floater. Lessee self-insures this risk.

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

**LESSOR**

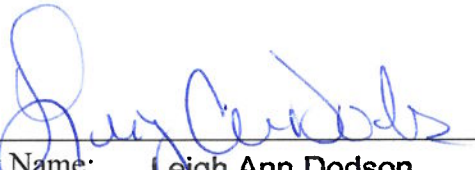
City of Denton, Texas,  
a Texas Municipal Corporation

**LESSEE**

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

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Print Name: Leigh Ann Dodson  
Its: Area Manager - RE&C  
Date: 5/8/25 NTX Network Ops

**LESSOR ACKNOWLEDGEMENT**

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

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

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ [name  
of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of \_\_\_\_\_  
[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.

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

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

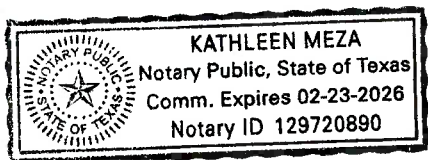
**LESSEE ACKNOWLEDGEMENT**

STATE OF Texas )

)ss:

COUNTY OF Dallas )

On the 8<sup>th</sup> day of May, 2025 before me personally appeared Leigh Ann  
Dodson, and acknowledged under oath that he or she is the Area Manager  
of New Cingular Wireless PCS, LLC, the LESSEE named in the attached instrument, and as such  
was authorized to execute this instrument on behalf of the Limited Liability Company.



Kathleen Meza  
Notary Public: \_\_\_\_\_

My Commission Expires: 2/23/26

## **EXHIBIT A-6**

**Attached are the following documents:**

- 1. Legal Description of Facility**
- 2. Tower Elevation**
- 3. Site Plan**
- 4. List of Equipment**

## **Legal Description of the Property**

Being a 0.0791 Acre Tract of Land situated in the City of Denton, and being out of the ROBERT BEAUMONT SURVEY, Abstract No. 31, Denton County, Texas, and being part of a called 18.0 acre tract of land described to the City of Denton by warranty deed as recorded in Volume 358, Page 559 of the Deed Records of Denton County, Texas and being more particularly described as follows:

COMMENCING the Southeast corner of said City of Denton tract of land now commonly known as McKenna Park;

THENCE North with the west right of way line OF Thomas Road for a distance of 459.78 feet to a corner;

THENCE East departing said west right of way line for a distance 169.72 feet to a metal corner for the PLACE OF BEGINNING;

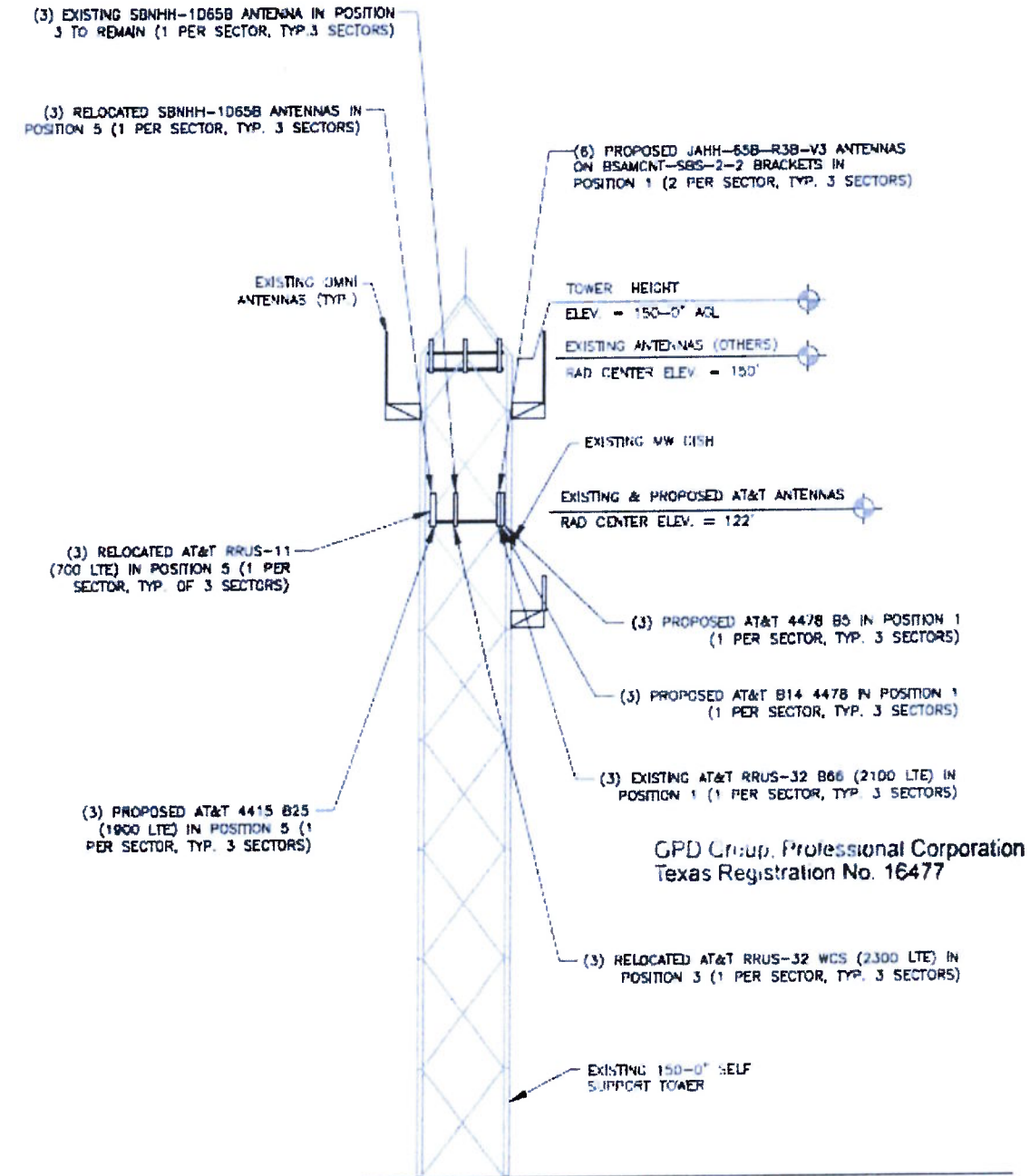
THENCE North 89 degrees 08 minutes 33 seconds West for a distance of 98.47 feet to metal corner post for corner;

THENCE North 00 degrees 51 minutes 27 seconds East for a distance of 35.00 feet for corner;

THENCE South 89 degrees 08 minutes 33 seconds East for a distance of 98.47 feet for corner;

THENCE South 00 degrees 51 minutes 27 seconds West for a distance of 35.00 feet to PLACE OF BEGINNING and CONTAINING 3446 square feet of land or 0.0791 acre of land.

## Tower Elevation





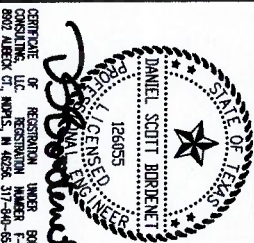
GENERAL DYNAMICS  
Wireless Services  
12805 SHELBURNE ROAD, STE. 230  
LOUISVILLE, KY 40264  
502-853-9963



PO Box 5, 318 North Main Street  
Hazard, KY 40334  
502-853-9963

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
1	MAKE GEN. A/S	1/31/24	MCS
2	CHANGE GEN. TYPE	6/10/24	MCS
3	MOVE GEN.	10/15/24	MCS
4	NOTES A-1	10/24/24	MCS
5	MAKE GEN. ADD FENCE	12/2/24	MCS
6	MAKE GEN. FENCE 12' TO 24'	10/24/24	MCS



SCRIPTURE/THOMAS

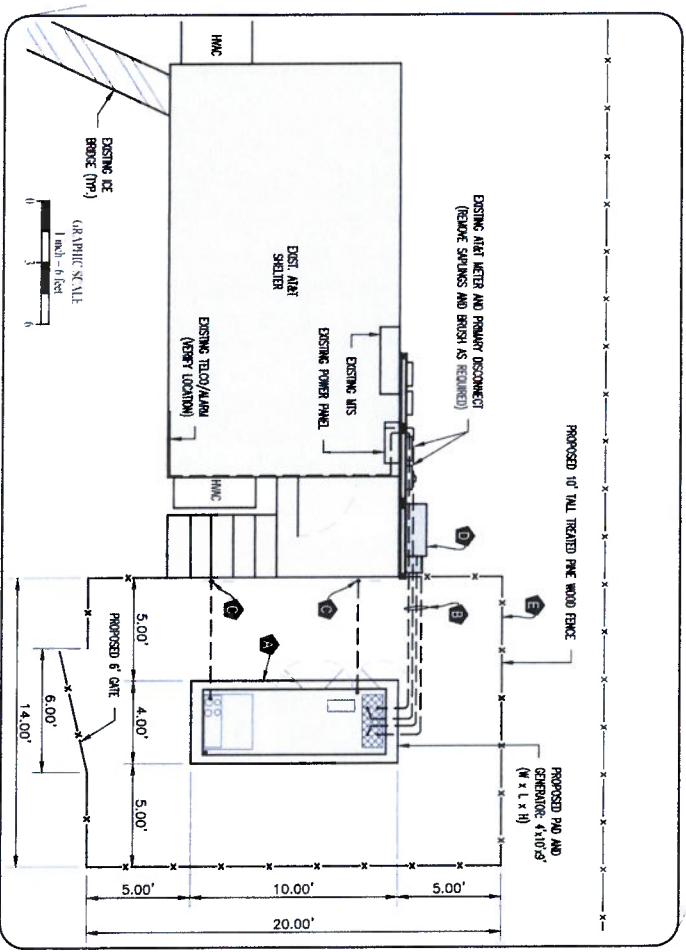
FA#: 10025474  
USID: 55794

500 THOMAS STREET  
DENTON, TX 76201  
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY PROJECT MANAGER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. THE OWNER SHALL BE RESPONSIBLE FOR THE SUE.

SITE PLAN

SHEET NO. A-1  
REVISION NUMBER 6



**GENERAL:**

- VERIFY LOCATION OF ALL EQUIPMENT ON SITE.
- NEW GENERATOR 30KW DIESEL GENERATOR PROVIDED BY GENERAL DYNAMICS AND INSTALLED BY GENERAL CONTRACTOR.
- NEW CONCRETE PAD PROVIDED AND INSTALLED BY GENERAL CONTRACTOR (AS REQUIRED). SEE S-4.1.
- NEW H-FRAME PROVIDED AND INSTALLED BY GENERAL CONTRACTOR (AS REQUIRED). SEE S-4.1.
- CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- INSTALL GENERATOR MOUNTED EMERGENCY STOP. ADJACENT TO A/S.
- ALTERNATE LOCATION FOR EMERGENCY STOP IS ADJACENT TO A/S.
- CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

**CONCRETE:**

- INSTALL PAD STRING IN EACH CONDUIT.
- (1) NEW 2" CONDUIT WITH CONDUCTORS TO RUN FROM NEW GENERATOR TO NEW A/S. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
- (1) NEW H-FRAME WITH CONDUCTORS TO RUN FROM NEW GENERATOR TO NEW A/S. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
- (1) NEW H-FRAME WITH CONDUCTORS TO RUN FROM NEW GENERATOR TO NEW A/S. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
- (2) NEW 1" CONDUITS FOR START CIRCUIT AND ALARM CABLE. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE SHEET E-1.
- AFTER INTERCEPTING MAIN POWER FEED BEHIND PRIMARY

**SCOPE OF WORK NOTES**

**DISCONNECT:**

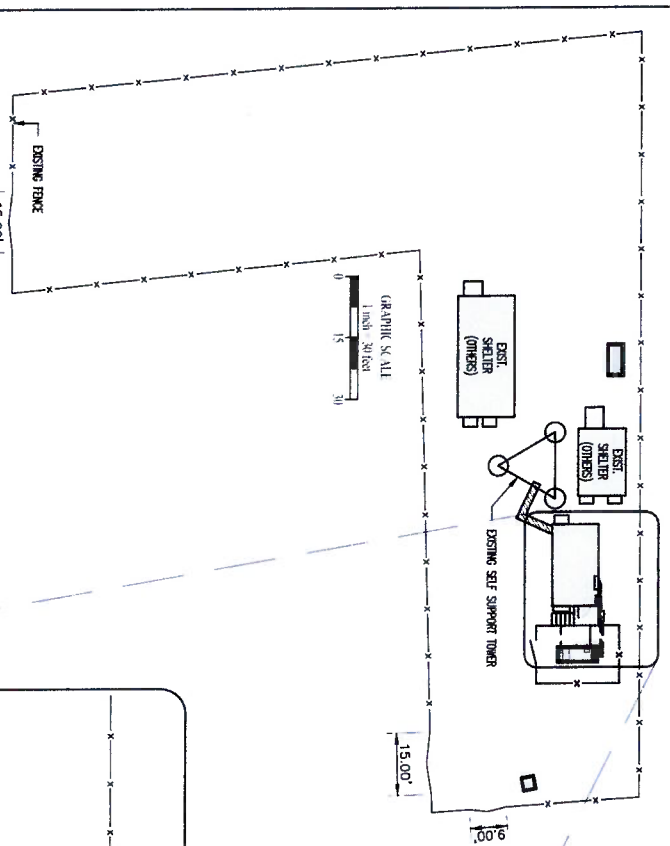
- DISCONNECT ROUTE MAIN POWER FEED TO NEW A/S. THEN INTEGRATE NEW A/S INTO MAIN A/S POWER SOURCE. SEE SHEET E-1.
- CONNECT NEW A/S TO TELCO/ALARM BOARD. SEE SHEET E-1.

**GROUNDING:**

- REMOVE EXISTING CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION TO VERIFY LOCATION IN FIELD. LOCATE GROUND RINGS NO MORE THAN 16'-0" APART.

**H-FRAME:**

- REMOVE NEW H-FRAME IF REQUIRED. MATCH EXISTING H-FRAME MATERIAL FOR CONSTRUCTION OF NEW H-FRAME.
- USE ALL GALVANIZED COMPONENTS. WHITE PLASTIC CAPS ON UN-STRUCTS. WEATHER CAPS ON TOPS OF PRE AND CONCRETE.
- SUPPORTS BELOW ROOST LINE.
- TOP OF FOOTING SHOULD BE AT LEAST 2' ABOVE EXISTING GROUND LEVEL.
- SCOPE THE GROUND AWAY FROM THE H-FRAME FOR POSITIVE WATER DRAINAGE OFF OF THE FOOT.



- CONSTRUCTION LEGEND**
- A. INSTALL GENERATOR 30KW DIESEL GENERATOR ON NEW PADDED CONCRETE PAD PER MANUFACTURER'S SPECIFICATIONS. INSTALL GENERATOR MOUNTED EMERGENCY STOP. ALTERNATE LOCATION FOR EMERGENCY STOP IS ADJACENT TO A/S.
  - B. PROPOSED A/S UNDERGROUND ELECTRICAL SERVICE & CONTROLS FROM GENERATOR TO A/S AND EXISTING A/S EQUIPMENT. SEE SHEET E-1. LOCATE EXISTING UTILITIES & GROUND RING.
  - C. 2 - #2 AWG BARE TINNED GROUND WIRE TO EXISTING SITE GROUND RING. GROUND GENERATOR PER MANUFACTURER'S RECOMMENDATIONS. SEE SHEET D-1.
  - D. INSTALL AUTOMATIC TRANSFER SWITCH (ATS) AND CAMELOCK ON NEW H-FRAME EXTENSION. REMOVE SETDINGS AND BRUSH AS REQUIRED.
  - E. INSTALL 10' TALL TREATED PINE WOOD FENCE WITH GATE.



## List of Equipment

### FINAL EQUIPMENT LIST

PROPOSED EQUIPMENT IS BOLDED

#### Antennas: (12)

(6) SBNHH-1D65B

(6) JAHH-65B-R3B-V3

#### RRUs: (18)

(3) RRUS-11 B12 (700 LTE)

(3) RRUS-4478 B5 (850 LTE)

(3) RRUS-4415 B25 (1900 LTE)

(3) RRUS-32 B30 (2300 WCS LTE)

(3) RRUS-32 B66 (2100 AWS LTE)

(3) RRUS-4478 B14 (700 LTE)

#### Squids & Diplexers: (3)

(2) DC6-48-60-18-8F

(1) DC5-48-60-18-8C

#### Fiber: (2)

(2) 1/2" FIBER TRUNK (18 PAIR)

#### Cables: (9)

(5) 7/8" DC POWER

(1) 7/8" DC POWER

(3) 3/8" RET CONTROL

#### Coax: (6)

(6) 7/8" COAX

#### Generator: (1)

(1) **GENERAC / SD030**