

FIRST AMENDMENT
TO
GROUND LEASE
BETWEEN
CITY OF LAREDO
AND
NCWPCS MPL 30 - YEAR SITES TOWER HOLDINGS LLC
FOR
1501 EAST LYONS ST, LAREDO, TX

DATED

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease ("First Amendment") is made as of the latter signature date hereof ("Effective Date"), by and between the City of Laredo, a Texas municipality ("Landlord"), and NCWPCS MPL 30 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Tenant"). Landlord and Tenant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

Landlord is the record owner of a piece of real property located at 1501 East Lyons Street, Laredo, Texas 78040, Assessor's Parcel Number 174184 (the "Property"). Landlord and Texas #20 Rural Cellular Inc, a Texas corporation ("Original Tenant") entered into that certain Ground Lease, dated October 21, 2002, (the "Lease"), a memorandum of which was recorded in the official records of Webb County, Texas on December 9, 2002 as Instrument No. 782211, whereby Original Tenant leased a certain portion of the Property (the "Land"), together with a non-exclusive easement for vehicular and utility ingress and egress over the Property ("Access Easement"), (collectively, the Land and Access Easement are referred to as the "Premises").

Parties entered into certain Letter Agreement, dated November 19, 2013, whereby Landlord consented to an assignment of the Lease from Original Tenant to Tenant (the "Assignment Consent Letter Agreement").

Tenant desired to sublease a portion of the Premises ("DISH Sublease") to DISH Wireless L.L.C. or its affiliate ("DISH Subtenant). Landlord consented to the DISH Sublease, upon certain terms and conditions, as set forth in that certain Letter Agreement, fully executed on November 8, 2022, attached hereto as Exhibit "A" ("the DISH Consent Letter Agreement").

The Lease had an initial term of five (5) years that commenced on October 21, 2002. The Lease provides for three (3) extensions of five (5) years each and was scheduled to expire on October 20, 2022. Tenant desires to extend the Term of the Lease.

Tenant is currently the tenant under the Lease.

Landlord and Tenant desire to amend and revise the terms of the Lease on the terms and conditions contained herein.

1. **Recitals; Defined Terms.** The Parties acknowledge the accuracy of the foregoing recitals and the foregoing recitals are incorporated herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. **Term and Renewals.** Section 2 of the Lease is hereby deleted in its entirety and replaced as follows:

The initial term of this Lease shall be five (5) years (the "Initial Term"), commencing on October 21, 2002 (the "Commencement Date") and ending October 20, 2007. Provided that Tenant is not in default beyond any applicable cure periods, Tenant may renew for

seven (7) additional terms of five (5) years each by providing written notice to Landlord at least one hundred twenty (120) days prior to expiration of the current term of the Lease.

As of the Effective Date, Tenant has exercised four (4) of the additional terms leaving three (3) remaining. Assuming all other additional renewal terms are exercised, the Lease shall expire, with no additional terms, on October 20, 2042.

3. **Rent.** From and after the commencement of the fourth (4th) additional term on October 21, 2022, the Base Rent payable annually in advance by Tenant pursuant to Section 3(a) of the Lease shall be Forty-Five Thousand and No/100 Dollars (\$45,000.00). The Base Rent shall be payable annually in advance without offset or deduction, at Landlord's address specified below or to any other person or firm as Landlord may, from time to time, designate in writing at least sixty (60) days in advance of any Base Rent payment date. Within the first thirty (30) days following the Effective Date this First Amendment, Tenant shall pay to Landlord Fifty-Four Thousand Two Hundred Fifty-Two and No/100 Dollars (\$54,252.94), which is the difference between the Base Rent Tenant paid prior to full execution of this First Amendment and the Base Rent set forth in this Section 3. The Base Rent shall continue to escalate in the same manner set forth in Section 3(c) of the Lease.

4. **Conditional Signing Bonus.** Tenant shall pay to Landlord a one-time payment in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) for the full execution of this First Amendment ("Conditional Signing Bonus"), payable within thirty (30) days of the Effective Date and subject to Tenant's receipt of a fully executed copy of this First Amendment and an original memorandum of the lease (the "Memorandum"), substantially in the form attached hereto as Exhibit C.

5. **Subletting.** Pursuant to the Dish Consent Letter Agreement, Landlord consented to the DISH Sublease and Tenant shall pay Landlord the Collocation Consideration described therein. In addition to the terms and conditions in the Dish Consent Letter Agreement, Tenant shall be subject to the following conditions.

5.1 DISH Subtenant's communications equipment, antennas, cables, fiber, and appurtenances permitted under the DISH Sublease is more fully described and depicted in the plans attached hereto as Exhibit B-1 ("DISH Facilities"). Exhibit B to the Lease is hereby amended by inserting Exhibit B-1 attached hereto after the final page of the existing Exhibit B.

5.2 Tenant shall be solely responsible for the maintenance and operation of the DISH Facilities in a safe manner and condition. Tenant hereby agrees that the operation and maintenance of the DISH Facilities will be conducted in accordance with the requirements of the Lease, this First Amendment, and all applicable laws. The operation and use of the DISH Facilities shall comply with all conditions, obligations and requirements applicable to Tenant's Equipment and any other equipment on the Premises pursuant to the Lease.

5.3 In connection with the Collocation Consideration, on the yearly anniversary of the Commencement Date, Tenant shall provide Landlord with a business summary report pertaining to Tenant's Collocation Consideration obligations for the DISH Subtenant for the prior twelve (12) month period. to the notice address set forth in this First Amendment.

5.4 Tenant shall accurately maintain, for a period not less than five (5) years following the close of a fiscal year, all records relating to the annual gross revenue from DISH Subtenant for the rental of space and facilities on the Premises. Tenant shall maintain complete accounting records on an accrual basis in accordance with generally accepted accounting principles. Landlord shall have the right, once per additional term, to inspect, audit and copy all such records and other like materials of Tenant that reasonably relate to Tenant's Collocation Consideration obligations under the Consent Letter. Such records shall be made available to Landlord for inspection, audit and copying at Tenant's regular place of business, but in no event outside the County of Webb, Texas. All such records shall be subject to audit and inspection, for the primary purpose of assuring compliance with the terms of this First Amendment, by Landlord, its auditors or other agents, provided all records shall remain confidential and shall not be disclosed, published or otherwise disseminated to any other party, except as required by law or in any litigation or dispute arising out of such audit. If such audit discloses an underpayment of the Collocation Consideration due under the Consent Letter, Tenant shall pay to Landlord, within thirty (30) days of written notice from Landlord, together with detailed back-up documentation supporting such underpayment, the amount of such underpayment, together with interest at the rate of twelve percent (12%) per year computed from the date Tenant should have made the payment; provided, however, that any such interest shall cease to accrue after twelve (12) months from the date of such underpayment. If the underpayment exceeds ten percent (10%) of the amount that should have been paid for any given year, Tenant shall further reimburse Landlord for the entirety of its audit costs, including, without limitation, auditor's cost and expenses, internal costs and expenses, and legal and other directly related third party expenses. If an audit discloses an overpayment by Tenant, Landlord shall promptly refund the overpayment without interest, or credit it without interest against sums owed by Tenant. For purposes of this Section, an "underpayment" or "overpayment" shall consist of the difference between the sum of the payments made by Tenant in a calendar year, as determined by the audit.

5.4 Any required permits, regulatory authorizations or regulatory approvals for the DISH Facilities shall be obtained by Tenant at Tenant's sole expense. Furthermore, it is understood and agreed that Tenant's ability to install the DISH Facilities is contingent upon its obtaining, prior to construction of the DISH Facilities, all of the certificates, permits, authorizations, and other approvals that may be required by any federal, state, or local authorities, including but not limited to any permits, authorizations, and approvals required by the South Coast Air Quality Management District. Landlord shall bear no responsibility or liability under the Lease and this First Amendment for Tenant's inability to make use of the Premises for the DISH Facilities due to a failure to obtain any required permit, authorization, or approval.

6. **Use by Other Providers.** In lieu of the additional rental fees set forth in Section 6(c) of the Lease, Tenant will pay twenty percent (20%) of the rental due to Tenant under the sublease with the Other Provider (as defined in Section 6 of the Lease), excluding the DISH Subtenant controlled by Section 5 above and the Consent Letter.

7. **Notices.** Section 24 of the Lease is hereby deleted in its entirety and replaced as follows:

All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord:

City of Laredo, Texas, to:
Information Services & Telecommunications Department
1102 Bob Bullock Loop
Laredo, Texas 78043
Attention: Department Director

With a required copy sent to:

Best Best & Krieger LLP
Attn: Mr. Gerard Lavery Lederer
2000 Pennsylvania Avenue, NW
Suite 4300
Washington, DC 20006

If to Tenant:

NCWPCS MPL 30 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a required copy sent to:

CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

7. **Environmental.** Section 20 of the Lease is hereby deleted in its entirety and replaced as follows:

- a. For purposes of this Lease, the term "Hazardous Substances" means:
(a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States

Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq (the above cited statutes are hereinafter collectively referred to as the "Toxic Substances Laws"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum fuel or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

- b. Except as otherwise specifically permitted under the terms of the Lease, Tenant shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Premises in violation of any federal, state, or local law, rule, regulation, order, decree or other Lease requirement. Storage and use of batteries for emergency power, fuel for the approved generator (as referenced below), and small quantities of ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of Tenant's Equipment are excepted from the preceding prohibition of use by Tenant of Hazardous Substances on the Premises, so long as Tenant complies with all applicable federal, state and local laws, rules and regulations governing the storage and use of such items.
- c. Except as otherwise specifically permitted under the terms of the Lease, no permanent underground or above ground storage tanks shall be installed on Premises. Upon not less than five (5) business days prior written notice to Tenant, (except in cases of emergency in which case Landlord shall notify Tenant as soon as reasonably possible), Landlord or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present, testing soils on Premises and taking photographs.
- d. Tenant shall, within twenty-four (24) hours of the discovery by Tenant of the presence of, or believed presence of, a Hazardous

Substance as defined herein not in compliance with Toxic Substance Laws caused by Tenant, give written and telephonic notice to Landlord by phone at 956-721-2000 for the Utilities Department and 956-795-2600 for the Utilities Compliance Officer in the event that Tenant knows or has reasonable cause to believe that any release of Hazardous Substance caused by Tenant has come or will come to be located on, under, about or within the Premises. The failure to disclose in a timely manner such release of a Hazardous Substance, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law shall be grounds for termination of the Lease by Landlord in addition to actual damages and other remedies provided by law. Tenant shall immediately clean up and remove all such released Hazardous Substances placed by Tenant on, under, about or within the Premises or the Land, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

- e. Upon completion of such clean up and removal of Hazardous Substances as set forth in paragraph (d) above, Tenant shall disclose to Landlord the specific information regarding Tenant's discovery of such Hazardous Substances and provide written documentation of its safe and legal disposal.
- f. Breach of any of these covenants, terms, and conditions, and Tenant's failure to cure within thirty (30) days of the Tenant's receipt of written notice from Landlord, shall give Landlord the authority to immediately terminate the Lease or shut down Tenant's operations thereon, at the sole discretion of Landlord; provided Tenant shall have extended periods as may be required beyond thirty (30) day cure period if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, subject to Landlord's consent which shall not be reasonably withheld, and Tenant commences the cure within the thirty (30) days period and thereafter continuously and diligently pursues the cure to completion. In either case, Tenant will continue to be liable under the Lease to remove and mitigate all Hazardous Substances placed by Tenant on, under, about or within the Premises in violation of Section 20 of this Lease. Tenant shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Premises by Tenant during Tenant's period of use and possession of the Premises.
- g. Upon termination of the Lease, Tenant shall, in accordance with all laws, remove from Premises any equipment or improvements placed on the Premises by Tenant that may be contaminated by Hazardous Substances.

- h. Tenant shall defend, indemnify and hold Landlord and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence or use of any Hazardous Substances placed or caused to be placed by Tenant or its partners, affiliates, agents, officials, officers, contractors or employees on the Land. Landlord shall defend, indemnify and hold Tenant and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence or use of any Hazardous Substances placed or caused to be placed by Landlord or its partners, affiliates, agents, officials, officers, contractors or employees on the Land. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), to insure, protect, hold harmless and indemnify each party from any liability created by the other party pursuant to such sections.

8. **Relocation.** Tenant acknowledges that the primary purpose of the Property is to serve as a valuable asset to Landlord's residents and the Landlord itself, and Tenant's use of the Property shall be subject to Landlord's paramount rights ("Paramount Rights") to use the real property for any and all current and future uses necessary for Landlord's municipal needs. Tenant understands and agrees that from time to time during the term, or any renewal term, Landlord may require Tenant to remove and/or relocate all or portions of the Tower and Tenant's Equipment ("Communications Facility") from the Premises temporarily or permanently at Tenant's expense in order for Landlord to exercise its Paramount Rights at the Property.

8.1 **Temporary Relocations.** Landlord shall endeavor to give Tenant at least ninety (90) days prior written notice of the necessity to relocate the Communications Facility for a temporary period, and will use good faith efforts to provide temporary space at the Property, or another mutually acceptable Landlord location for such temporary relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the temporary relocation of its Communications Facility. Tenant acknowledges that in case of emergency (as determined by Landlord in its sole discretion), the notice period for temporary relocation may be shortened. Notwithstanding any relocation or any shortened notice period, the Lease shall continue without abatement of the Rent unless Landlord is unable to provide space for temporary relocation and as a result Tenant is required to cease to operate its Communications Facility for a period of more than fourteen (14) days in which event Tenant shall be entitled to an abatement of the Rent equivalent to the number of full days in excess of fourteen (14) days during which Tenant was unable to operate its Communications Facility multiplied by 1/365 of the Rent applicable during such period. Landlord will calculate and refund such abatement amount without interest within sixty (60) days after the end of the temporary relocation period.

8.2 At the end of the temporary relocation period, Tenant shall at its cost return the relocated Communications Facility to the Premises, unless the Parties mutually agree that the Communications Facility may remain at the temporary location in which case the Parties shall memorialize such agreement by an amendment to the Lease. Tenant shall have a right to terminate the Lease upon thirty (30) days prior written notice to Landlord if any temporary relocation exceeds ninety (90) days, or if Landlord requires Tenant to relocate the Communications Facility more than one (1) time during any renewal term. If the Lease is terminated for such reason, Landlord shall refund pre-paid and unused months of the Rent on a proportionate basis, but Tenant shall not be entitled to reimbursement or payment by Landlord of any further expenses or costs it may incur by reason of its election to terminate the Lease hereunder.

8.3 **Permanent Relocations.** Landlord shall give Tenant at least twelve (12) months prior written notice (“Relocation Notice”) of the necessity to relocate the Communications Facility or a portion thereof to a new location upon the Property, and will use good faith efforts to provide another mutually acceptable Landlord location on the Property for such relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for relocating the Communications Facility and obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the relocation of its Communications Facility. Tenant shall have a right to terminate the Lease upon ninety (90) days prior written notice to Landlord if Tenant’s relocation of the Communications Facility to the mutually agreeable alternative location on the Property is technically infeasible and Tenant will have fifteen (15) months following the date Tenant received Landlord’s Relocation Notice to relocate the Communications Facility to a location outside of the Property. If the Lease is terminated for such reason, Landlord shall refund pre-paid and unused months of the Rent on a proportionate basis, but Tenant shall not be entitled to reimbursement or payment by Landlord of any further expenses or costs it may incur by reason of its election to terminate the Lease hereunder.

9. **Remainder of Lease Unaffected.** The Parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date aforesaid.

LANDLORD:

CITY OF LAREDO,
a Texas municipality

TENANT:

NCWPCS MPL 30 - YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

Clerk of Board/Secretary

Approved as to Form:

City Attorney

Exhibit "A"

Consent Letter



Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

October 12, 2022

City of Laredo
1st Department, City Hall Annex
1102 Bob Bullock Loop 2d Floor
Laredo, TX 78043

Re: (Business Unit # 840407 / Site Name: "Loop 20") That certain Ground Lease dated June 4, 2001, by and between the City of Laredo, a municipal corporation ("Lessor") and NCWPCS MPL 29 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Tenant") to operate a wireless communications facility on a parcel of real estate ("Tower Site") located at 9352 BOB BULLOCK LOOP 20, LAREDO, TX 78041.

Dear City of Laredo:

This binding letter agreement ("Consent Letter") sets forth the agreement between Lessor and Tenant to allow DISH Wireless L.L.C. or its affiliate ("Customer") to collocate at the Tower Site.

The parties agree as follows:

1. In exchange for the Collocation Consideration (defined below), Lessor consents to Tenant subleasing a portion of the Tower Site to Customer and for Customer to install, operate, maintain and remove communication equipment at the Tower Site, and utilize the easements for access and utilities. The Lessor's consent is effective as of the date of Lessor's signature on this Consent Letter.

2. Lessor hereby agrees to waive Tenant's obligation to pay the "additional rental fees" for the Customer as described in Section 6(c) of the Lease. In lieu of the obligation in Section 6(c), and in exchange for Lessor's consent as provided herein, Tenant agrees to pay to Lessor the greater of two hundred fifty and No/100 Dollars (\$250.00) or twenty-five percent (25%) of the rental due Tenant under the Customer's sublease ("Collocation Consideration"). The first payment of Collocation Consideration will be made within thirty (30) days after the full execution of the applicable site license and all subsequent payments thereafter will be paid monthly in advance. The Collocation Consideration will terminate when the use of the Tower Site by Customer terminates or expires for any reason.

For purposes of clarification only, Collocation Consideration shall be *in lieu of* and not *in addition to* the additional consideration described in Section 6(c) of the Lease. The waiver of Section 6(c) provided for herein shall be a one-time waiver only and Section 6(c) will continue to apply to future subtenants or licensees.

3. Lessor understands that Tenant is relying on Lessor's consent and waiver to collocate the Customer on the Tower Site and that Tenant would not otherwise sublease the Tower Site to the Customer without it. The undersigned for Lessor hereby represents and warrants as of the date of this Consent

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Letter that he or she is duly authorized and has the full power, right and authority to enter into this Consent Letter and deliver the consent described herein.

4. This Consent Letter may be executed in any number of identical counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute but one and the same instrument. The parties agree to accept and rely on facsimile or 'pdf' copies of signatures on this Consent Letter as originals.

If this Consent Letter reflects the understanding regarding the Customer, the Lease and the Tower Site, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

LESSOR:
City of Laredo,
a Texas municipal corporation

TENANT:
NCWPCS MPL 29 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

BY: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

xc
By: Rosario C. Cabello
Name: Rosario C. Cabello
Title: Interim City Manager
Date: 2/2/23




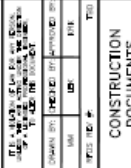


By: Lisa A. Sedgwick
Name: Lisa A. Sedgwick
Title: Manager RE Transactions
Date: 10/14/2022

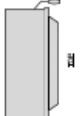



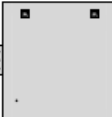
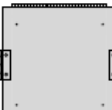
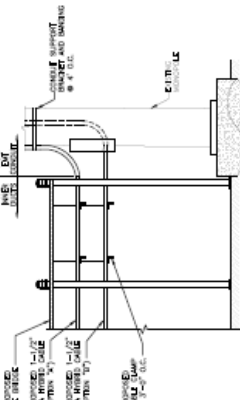
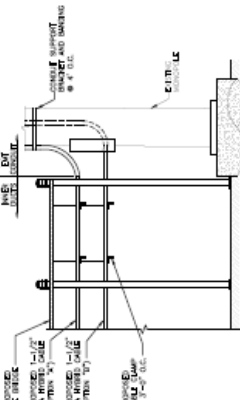
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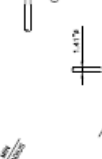




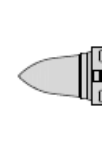
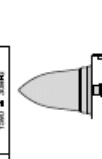



Exhibit “B-1”

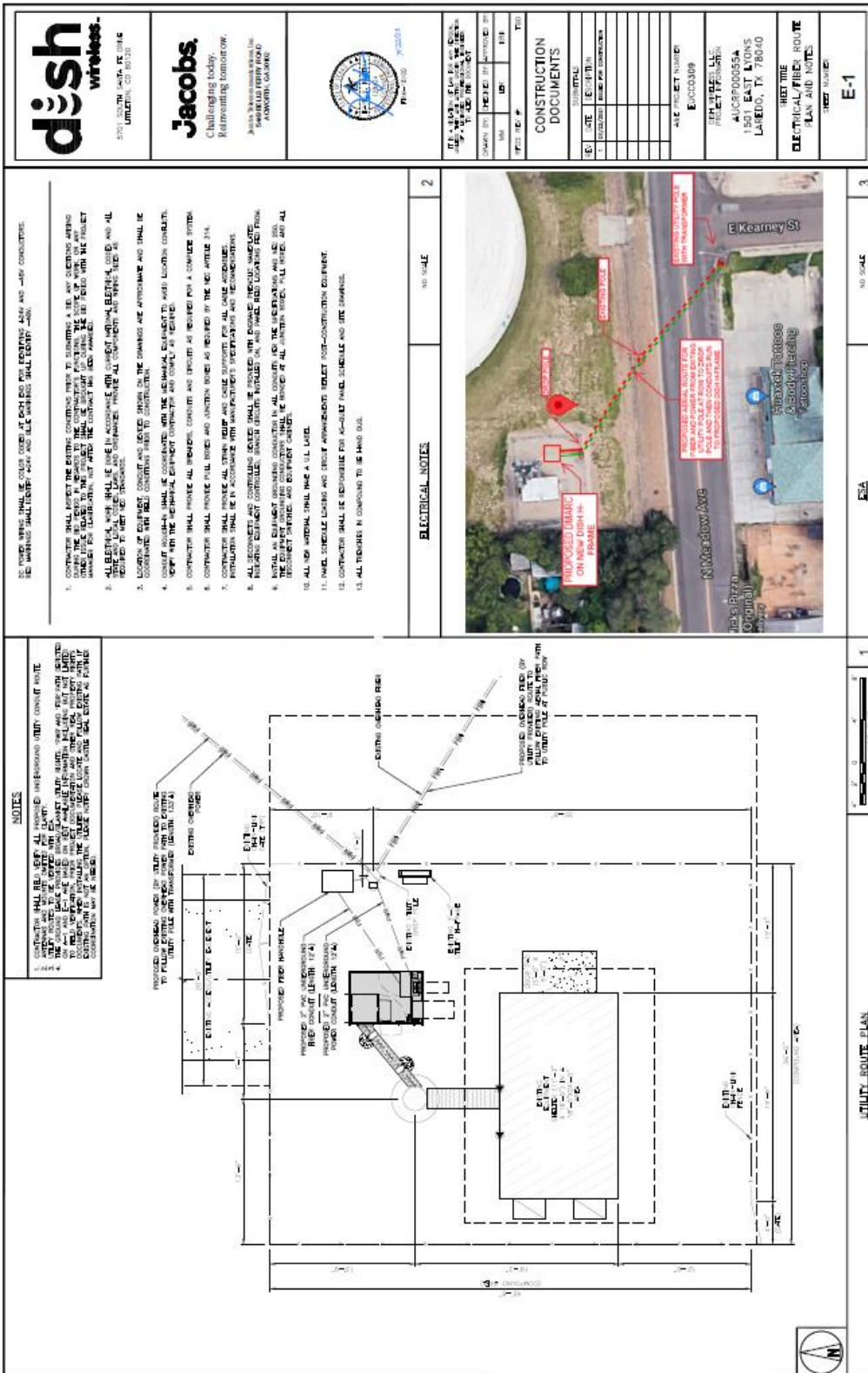
DISH Facilities

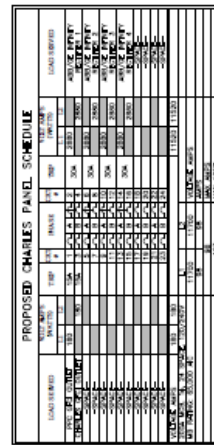
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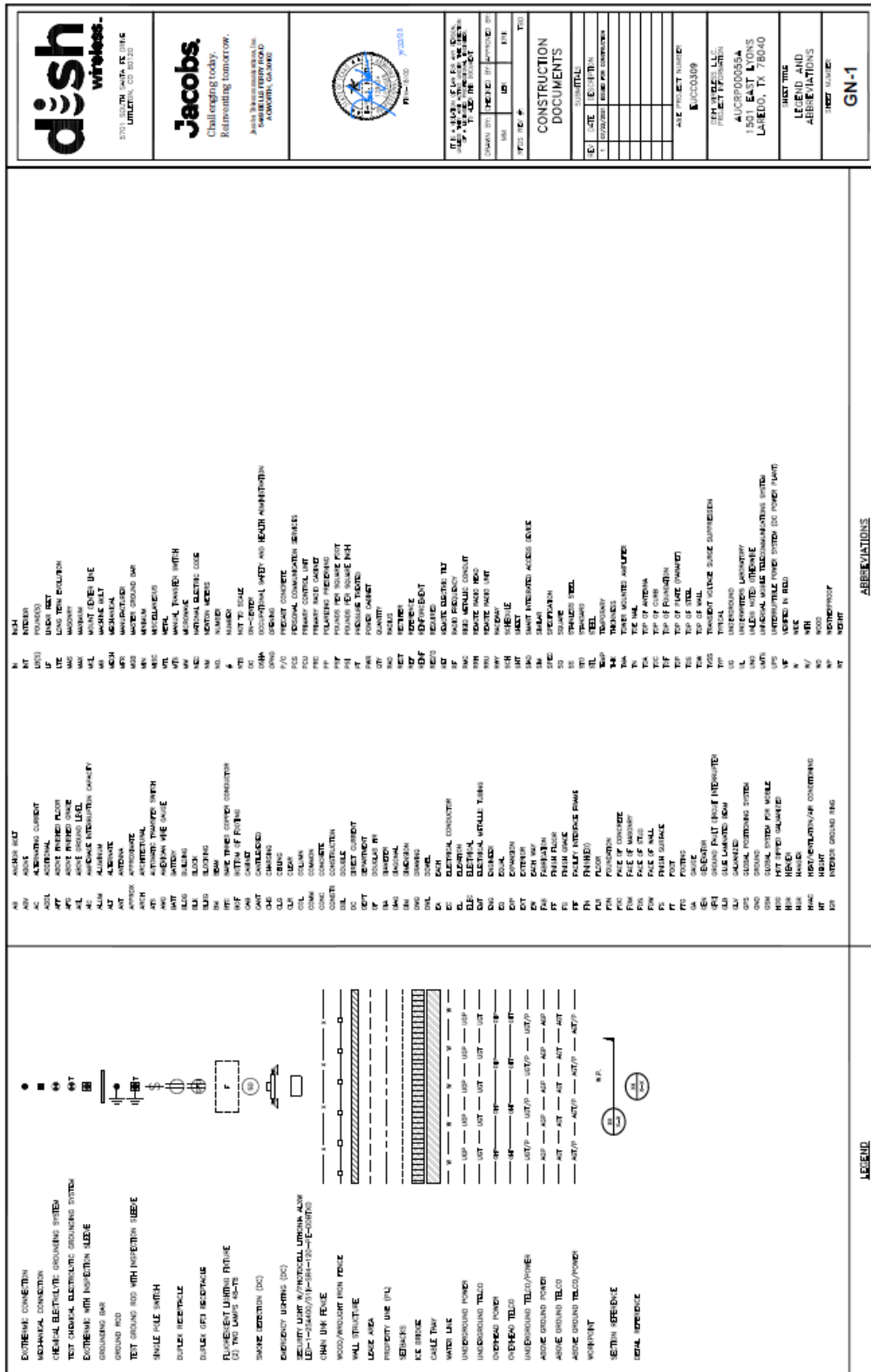
															
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<p>NOTES</p> <p>GPS10-TUG-SH-40NCB</p> <p>REVISIONS (DATE AND BY)</p> <p>10/11/2011 (E) DTS B</p> <p>CONTRACTOR</p> <p>PROJECT NAME</p> <p>10/11/2011</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	 <p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DETAIL</p>	<p>GPS DET</p>
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Exhibit “C”
Memorandum of Lease

[Memorandum follows]

Return to:

NCWPCS MPL 30 - Year Sites Tower Holdings LLC
c/o CCATT LLC
8020 Katy Freeway
Houston, Texas 77024

Prior Recording Reference:

Document No: 782211
State of Texas
County of Webb

MEMORANDUM OF LEASE

This Memorandum of Lease (this “Memorandum”) is entered into as of the latter signature date hereof, by and between the City of Laredo, a Texas municipality (“Landlord”) and NCWPCS MPL 30 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (“Tenant”).

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** Landlord is the owner of certain real property being described in Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease dated October 21, 2002 (the “Lease”), a memorandum of which was recorded in the official records of Webb County, Texas on December 9, 2002 at Instrument No. 782211, whereby Tenant leases a portion of the Property, together with a non-exclusive easement for vehicular and utility ingress and egress over the Property, as more particularly described in the Lease (such portion of the Property so leased along with such portion of the Property so affected, collectively, the “Premises”), which Property is also described on Exhibit “A” attached hereto.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 20, 2042. Notwithstanding the foregoing, in no event shall

Tenant be required to exercise any option to renew the term of the Lease.

3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Information Services & Telecommunications Department, 1102 Bob Bullock Loop, Laredo, Texas 78043, Attention: Department Director, with copy to: Best Best & Krieger LLP, Attn: Mr. Gerard Lavery Lederer, 2000 Pennsylvania Avenue, NW, Suite 4300, Washington, DC 20006; to Tenant at: NCWPCS MPL 30 - Year Sites Tower Holdings LLC, Legal Department, Attn.: Network Legal, 208 S. Akard Street, Dallas, Texas 75202-4206, with a copy to: CCATT LLC, Attention: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Texas in which the Premises is situated, without regard to the conflicts of laws provisions of the State of Texas.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the dates below.

LANDLORD

2 WITNESSES

CITY OF LAREDO,
a Texas municipality

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth _____ of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary
Print _____ Name: _____
My commission expires: _____

Public

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

2 WITNESSES

NCWPCS MPL 30 - YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney In Fact

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Signature: _____
Date: _____	Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State

County

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary
Print Name: _____
My commission expires: _____

Name:

Public

[SEAL]

EXHIBIT “A”

Property

A PARCEL OF LAND LOCATED IN THE STATE OF TEXAS, COUNTY OF WEBB, WITH A SITUS ADDRESS OF DEARNEY & MDW, LAREDO, TX 78040 CURRENTLY OWNED BY THE CITY OF LAREDO HAVING A TAX ASSESSOR NUMBER OF 174184 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS N1/2 OF BLK 836 ED (WATER TANK).