

**First Amendment
to Tower Space Licensing Agreement**

This First Amendment to Tower Space Licensing Agreement (this "First Amendment") is made as of _____, 2024, by TowerCo Special, LLC, a Delaware limited liability company with a mailing address of 57 E. Washington Street, Chagrin Falls, Ohio 44022 ("Licensor"), and City of Laredo, Texas ("Licensee").

WITNESSETH

WHEREAS, Time Warner Cable d/b/a Texas Cable Partners ("Original Licensor") and Licensee are parties to that certain Tower Space Licensing Agreement, dated as of January 23, 2006 (including any prior amendments) (the "Agreement"), with regard to a wireless communications tower located at 1313 West Calton Road, Laredo, TX 78041 (the "Site"); and

WHEREAS, Licensor subsequently acquired the Site from Original Licensor; and

WHEREAS, Licensor and Licensee desire to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. The current Term of the Agreement ends on January 22, 2026. Beginning on January 23, 2026, this Agreement may be renewed at Licensee's option for five (5) additional renewal terms of five (5) years each. Each renewal term will be deemed automatically exercised without any action by either party unless Licensee gives written notice of its decision not to exercise any option(s) to Licensor at least Ninety (90) days before expiration of the then current term. The rent shall continue to escalate as provided in the Agreement.
2. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect. To the extent of any conflict between this First Amendment and the Agreement, this First Amendment shall be controlling.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first above written.

Signed, sealed and delivered in the presence of:

LICENSOR: TowerCo Special, LLC

Print Name: _____

By: _____

Print Name: Ryan D. Lepene

Title: Co-President

Print Name: _____

Signed, sealed and delivered in the presence of:

LICENSEE: City of Laredo, TX

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____