

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("**Second Amendment**") is made effective as of the latter signature date hereof ("**Effective Date**") by and between the City of Laredo ("**Landlord**"), a Texas municipality, and T-Mobile West LLC, a Delaware limited liability company, ("**Tenant**"). Landlord and Tenant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

**WHEREAS**, Landlord, or its predecessor in interest, and Tenant, or its predecessor in interest, entered into that certain Lease Agreement dated May 1, 2000, as amended by that First Amendment to Lease Agreement dated August 27, 2020, (collectively the "**Lease**"), whereby Tenant leases a portion of the real property owned by Landlord (the "**Owned Premises**") such portion being defined and/or described in the Lease (collectively the "**Premises**").

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Signing Bonus.** Within thirty (30) days after the mutual execution of this Second Amendment, Tenant shall pay to Landlord a one-time nonrefundable payment of Ten Thousand and 00/100 Dollars (10,000.00) ("**Signing Bonus**") as reimbursement for the administrative costs and legal fees incurred by Landlord in conjunction with the negotiation and preparation of this Second Amendment. This Signing Bonus is non-reimbursable.
- 2. Lease Term Extended.** Commencing on May 3, 2025, the Term of the Lease shall automatically extend for one (1) additional five (5) year term ("**Initial Term**") and shall expire at 11:59 P.M. on the day before the fifth (5<sup>th</sup>) anniversary. Unless either party gives written notice of its intention not to extend the Lease at least sixty (60) days prior to the end of the Initial Term or Renewal Term (as defined herein), as applicable and then in effect, and provided Tenant is not in default under the Lease, after notice and the expiration of applicable cure periods, the Lease shall automatically be extended upon the expiration of the Initial Term, or then-current Renewal Term, as applicable, for three (3) additional terms of five (5) years each (each a "**Renewal Term**"), subject to all terms and conditions of this Lease. The Initial Term and Renewal Terms shall be collectively known as the "Term."
- 3. Base Rent Increase and Escalation.** Commencing on May 3, 2025, the Base Rent (as defined in Section 3(A) of the Lease) payable from Tenant to Landlord is increased to **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)** per year. Commencing on May 3, 2026, and on each successive annual anniversary thereof, the

Base Rent, as amended herein, shall increase by an amount equal to **four percent (4%)** of the then current Base Rent. The increased Base Rent shall be subject to all other remaining applicable terms under the Lease, including, but not limited to, late payment penalties.

4. **Structural Integrity.** Following the expiration of the Initial Term, Landlord shall have the right to terminate this Lease upon one (1) year's prior written notice to Tenant in the event Landlord, in Landlord's sole discretion, determines that any or all of the Antennae Facilities or any other Tenant equipment or activities is compromising the structural integrity of the Water Tower. Tenant shall be required to remove all of its equipment in accordance with the removal and restoration requirements in Section 16 of the Lease.
5. **Assignment and Subleasing.** Section 27 of the Lease is hereby deleted in its entirety and replaced as follows:
  - A. This Lease, or the Lease interest of Tenant in the Owned Premises, shall not be assigned by Tenant except with the prior written consent of Landlord which consent may be withheld in the Landlord's sole discretion.
  - B. Tenant may, without Landlord's consent but upon at least sixty (60) days prior written notice to Landlord, from time to time assign this Lease in its entirety (i) to any entity which has, directly or indirectly, a fifty-one percent (51%) or greater interest in Tenant (a "**Parent**"), or to any entity in which Tenant or a Parent has a fifty-one percent (51%) or greater interest. Any such assignment shall not be effective unless and until the assignee executes and delivers to Landlord a written assumption of all Tenant's obligations under this Lease.
  - C. Tenant shall not sublease the Premises without the advance written consent of Landlord, which consent may be withheld in the Landlord's reasonable discretion. Prior to doing so, Tenant shall submit to Landlord detailed plans and specifications for the proposed sublease for the Landlord's review. In the event that such subtenant requires additional ground space outside of the Premises, it shall enter into a separate Lease with Landlord to do so or this Lease may be amended to provide for such additional space. Landlord may grant or deny such expansion requests in its sole discretion, including conditioning execution of such new or amended agreements on the payment of additional rent.
  - D. Any attempted or unauthorized assignment or sublease shall be void and shall be cause for immediate termination of this Lease by Landlord. The acceptance of Base Rent by Landlord from any person other than Tenant or an authorized assignee shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.
6. **Insurance.** Section 21 of the Lease is hereby deleted in its entirety and replaced as follows:

A. Tenant shall, at Tenant's sole cost and expense, procure and continue in force during the term of this Lease, including any renewal term:

- i. Workers' Compensation insurance at statutory limits, including Employers Liability coverage with limits of \$1,000,000.00 each accident/\$1,000,000.00 by disease each-employee/\$1,000,000.00 by disease policy limit;
- ii. Commercial General Liability insurance with limits of \$1,000,000.00 per-occurrence for bodily injury and property damage and \$2,000,000.00 general aggregate including contractual liability, products/completed operations (\$1,000,000.00 aggregate). Coverage must be written on an occurrence form;
- iii. Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles;
- iv. "All-risk" property insurance insuring the Tenant's Communications Facility and Tenant's personal property for full replacement costs; and
- v. Tenant shall require its Contractors to maintain Builders Risk coverage (if applicable) as follows:
  1. All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.
  2. The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Landlord responsible for materials.

B. With reference to the foregoing insurance requirement, Tenant shall endorse applicable insurance policies as follows:

- i. Landlord shall be included as an additional insured as their interest may appear under this Lease with respect to Commercial General Liability, Commercial Automobile Liability.
- ii. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

- iii. A waiver of subrogation in favor of Landlord shall be contained in the Commercial General liability and Commercial Automobile liability policies.
  - iv. For claims arising from Tenant operations, negligent acts or willful misconduct all insurance policies, which include Landlord as an additional insured, must be endorsed to be primary coverage regardless of the application of other insurance.
  - v. Unless approved in writing by Landlord, Tenant shall place the required insurance with a current A.M. Best rating of at least A-: VII or better.
  - vi. Certificates of Insurance shall be prepared and executed by the authorized representative of the insurance companies.
- C. Upon receipt of notice from its insurer(s), Tenant shall use commercially reasonable efforts to provide Landlord with thirty (30) days' prior written notice of cancellation of any required coverage.
- D. Tenant shall require any contractors and subcontractors to obtain and maintain substantially the same insurance coverage that is required of Tenant. It is the responsibility of the Tenant to assure compliance with this provision. Landlord accepts no responsibility arising from the conduct, or lack of conduct, of any contractors or subcontractors.
- E. Tenant and the Landlord hereby release each other and their respective agents, employees, officers, directors, and partners from, and shall not hold each other liable for, any liability for bodily injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises for claims arising out of or resulting from such party's use and occupancy of the Premises or Owned Premises unless such damage, loss or injury directly results from the gross negligence or willful misconduct of Tenant or Landlord, as applicable .
- F. Tenant agrees to indemnify, defend and hold Releasees (i.e. Landlord's property manager, if any, and its agents, employees, officers, directors and partners) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the Term, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises arising from:

- i. any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, Tenants or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Landlord or its agents or employee;
  - ii. any gross negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, tenants or invitees;
  - iii. any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Landlord, its employees or agents, however, notwithstanding anything to the contrary in this Lease, Tenant shall not have any liability or responsibility unless caused by the acts or omissions of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, tenants or invitees; and
  - iv. any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.
- G. Each Party hereby waives any and every claim which arises or which may arise in its favor and against the other Party hereto during the Term for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each Party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation with respect to first party claims. It being the intent of the Parties that each shall look solely to its own insurance to protect itself from loss to its own property.
- H. Landlord agrees to indemnify, defend and hold Tenant and its agents, employees, officers, directors and partners harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Tenant occurring during the Term, or during any period of time prior to the Commencement Date arising from:

- i. any work or act done in, on or about the Owned Premises or any part thereof at the direction of Landlord, its agents, contractors, subcontractors, servants, employees, tenants or invitees;
- ii. any gross negligence or other wrongful act or omission on the part of Landlord or any of its agents, contractors, subcontractors, servants, employees, subtenants, tenants or invitees;
- iii. any accident, injury or damage to any person or property occurring in, on or about the Owned Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Tenant, its employees or agents, however, notwithstanding anything to the contrary in this Lease, Landlord shall not have any liability or responsibility unless caused by the acts or omissions of Landlord or any of its agents, contractors, subcontractors, servants, employees, subtenants, tenants or invitees; and
- iv. any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

**7. Holdover.** Section 23 of the Lease is hereby deleted in its entirety and replaced as follows:

“If the Antennae Facilities and Equipment Building or any part thereof is still on the Owned Premises, or Tenant is still conducting any activities or operations on the Owned Premises, or is otherwise using the Owned Premises without a written agreement with Landlord after expiration of the Lease, such possession or use shall be deemed a month-to-month tenancy holdover use under the same terms and conditions of this Lease, except that the Base Rent shall be one hundred fifty percent (150%) of the Base Rent in effect at the expiration of the Lease and shall be payable in advance in monthly installments. Nothing contained herein shall grant Tenant the right to holdover after the expiration of the Lease and notwithstanding the payment of license fees during the holdover period, Landlord shall have the right to require Tenant to vacate the Owned Premises at any time upon thirty (30) days written notice.”

**8. Performance Bond.** Within thirty (30) days after the Effective Date of this Second Amendment, Tenant shall obtain a faithful performance bond, in the amount adequate to cover one hundred percent (100%) of the costs to remove the Antennae Facilities and Equipment Building and all other personal property and to restore the Owned Premises as required by this Lease from a bond company duly licensed to do business in California in favor of Landlord (the “Bond”). The Bond shall secure (1) Tenant’s removal of its equipment from the Premises following the expiration or earlier termination of the Lease, and (2) the recovery of any unpaid sums duly owed to the Landlord under this Lease. The Bond shall be maintained in force by Tenant

throughout the Term. Tenant agrees to deliver to Landlord a copy of the Bond prior to commencement of construction activities on the Premises (or if the Lease is a renewal for a previously constructed facility, within thirty (30) days after full execution of the Lease). If Tenant fails to timely provide the Bond to Landlord, Landlord may elect to terminate this Lease upon written notice to Tenant. Prior to the commencement of any Renewal Term, Landlord and Tenant shall review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover then current removal and restoration costs. If it is reasonably determined to be insufficient, Tenant shall obtain and maintain in force a Bond for such additional amount the parties mutually determine to be sufficient.

**9. Relocation.** Tenant acknowledges that the primary purpose of the Owned Premises is to serve as a valuable asset to Landlord's residents and the Landlord itself, and Tenant's use of the Premises 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 Initial Renewal 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 Owned Premises.

A. 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 Owned Premises, 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 after the end of the temporary relocation period.

i. 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.

B. 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 Owned Premises, and will use good faith efforts to provide another mutually acceptable Landlord location on the Owned Premises for such relocation; provided Tenant is not in default under the Lease beyond all applicable notice and cure periods. 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 twenty-four (24) months following the date Tenant received Landlord's Relocation Notice to relocate the Communications Facility to a location outside of the Owned Premises. 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.

**10. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.

**11. Signatures Required.** This Second Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or Landlord-approved electronic means have the same force and effect as the use of a manual signature.

[signatures appear on following page]



**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Amendment as of the later day and year first written below.

**“LANDLORD”**

The City of Laredo

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**“TENANT”**

T-Mobile West LLC, a Delaware limited liability company



By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_