

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is entered into this 13th day of AUGUST 2011 (the "Date of this License"), between the City of Laredo, Texas ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

1. Premises.

Subject to the following terms and conditions, Licensor licenses to Licensee on a non-exclusive basis space on the tower located on the real property known as 7803 Mines Road, Laredo, Webb County, Texas (the "Premises") within the jurisdictional limits of the City of Laredo, Texas. The exact space on the tower is further described and depicted in an engineered drawing attached hereto as Exhibit B. Licensor also licenses to Licensee on a non-exclusive basis the right to use the Premises for pedestrian and vehicular ingress and egress and the installation of utilities serving the Premises and improvements thereon over and across Licensor's property described in the attached Exhibit A (the "Property"). All other access to the property is governed by Section 8 below.

2. Term.

a. The initial term of this License shall be five (5) years (the "Initial Term"), commencing on December 17, 2011 (the "Commencement Date"). The initial term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date.

b. Licensee shall have the right to extend this License for three (3) additional, five-year terms (each being a "Renewal Term"). Licensee's license of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein except that the amount of License Fee shall be as provided in Section 3 below. This License shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor in writing of Licensee's intention not to renew this License at least sixty (60) days prior to the expiration of the initial term or any Renewal Term and provided that Licensee is not in default of this License on the first day of such Renewal Term.

c. If Licensee shall remain in possession of the Premises at the expiration of the Initial Term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be 150% of the License Fee in effect at the expiration of this License. Nothing contained herein shall grant Licensee the right to holdover after the term of this License has expired.

3. License Fee.

a. From and after the occurrence of the Commencement Date until the commencement of a Renewal Term, Licensee shall pay Licensor annually in advance, the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) ("License Fee"). The License Fee shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to four percent (4%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License pursuant to Section 10 herein. All sums payable by Licensee under this License, whether or not stated to be license fees or additional license fees, shall be collectible by Licensor as license fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay license fees (without prejudice to any other right or remedy available therefor).

b. Licensee shall not have the right to sublicense any of the Premises.

c. Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

4. Permitted Use.

Licensor warrants that it currently uses the Premises for (i) the transmission and reception of communication signals within or utilizing the following frequency bands: 835.02-844.98/ 880.02-889.98, 846.51-848.97/ 891.51-893.97; 824.04-834.99/ 869.04-879.99, 845.01-846.48/ 890.01-891.48; and 1895-1910, 1975-1990. Licensor may continue to use Premises for such transmissions provided further that such frequency or frequencies is within those for which Licensee, or any entity which controls, is controlled by or is under common control with Licensee, is duly licensed by the Federal Communications Commission ("FCC"), and (ii) the alteration, maintenance, repair, replacement and relocation of related antennas, equipment, cables and Antenna Facilities and improvements related thereto, and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises or violate Licensee's duties of non-interference set forth herein (collectively, "Licensee's Permitted Use"). Notwithstanding anything herein to the contrary, the identification of the foregoing frequencies is for the limited purpose of coordinating frequencies to prevent interference, and identification of such frequencies does not establish any limit on Licensee's rights hereunder.

a. As provided in Detail on Exhibit C, Licensee or its affiliates shall have the right, at its expense, to maintain on the Premises communications equipment that are sometimes hereinafter collectively referred to as "Antenna Facilities." All Antenna Facilities shall be identified in Exhibit C and shall be constructed, installed and operated within the Premises.

5. Interference.

a. Licensee acknowledges that it is currently operating at the Premises and is not subject to interference by other licensees or lessees and shall continue to operate its Antenna Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the date of this License including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the FCC and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within ten (10) business days of Licensee's knowledge of such notice, and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not cured within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Antenna Facilities causing such interference. If Licensee is unable to cure such interference, Licensee may terminate this License upon thirty (30) days written notice to Licensor.

b. Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the provisions of Section 6.c. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in

addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

c. All parties acknowledge that Licensor currently licenses other portions of the Property to other parties and that Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. Notwithstanding the foregoing, Licensee's right to be free from interference and Licensor's duties concerning the prevention and/or correction of interference shall be subject to Section 6.d. below.

d. In the event that Licensee commences using the Premises in a manner as to which Licensee is not presently licensed by the FCC but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other lessees, licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

6. Improvements; Utilities.

a. Licensor, in its role as the landlord of the Premises, but not as the regulatory authority of Laredo, approves the current installation of Antenna Facilities at the Premises. Prior to installing or allowing any new or replacement Antenna Facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Antenna Facilities. The Antenna Facilities installed on the Premises must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensor's approval of any installation is not a representation that such installation of the Antenna Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Antenna Facilities shall be installed and operated solely within the Premises.

b. Licensor, in its role as the landlord of the Premises, but not as the regulatory authority of Laredo, approves the current installation of Antenna Facilities at the Premises and all future work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Antenna Facilities, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

c. Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) business days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Antenna Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the

Antenna Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

- d. Licensee will notify Licensor prior to commencing Licensee's installation work on the Premises. Prior to commencing any work, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 13 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Licensor's property manager, if applicable, with respect to the Property against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Antenna Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.
- e. All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property or other licensees at the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises. Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.
- f. Following any termination or expiration of this License, Licensee shall remove all of its Antenna Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Antenna Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of five (5) feet below grade. If Licensee fails to remove all of its Antenna Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Antenna Facilities within the next succeeding ninety (90) day period, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Antenna Facilities abandoned, whereupon the Antenna Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License.
- g. Licensee agrees to maintain its Antenna Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Antenna Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Antenna Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.
- h. Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

7. Technical Standards.

Licensee agrees that the installation, operation and maintenance of its Antenna Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations and with such technical standards as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Antenna Facilities, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days thereafter.

8. Access.

Upon 24 hour notice in writing to Licensor, Licensee and its "authorized personnel" shall be entitled to escorted access for customary maintenance of the Premises during Licensor's normal business hours. Should Licensee require emergency access, said access shall be obtained by calling the City of Laredo IST Department at (956) 721-2050. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, including a required city escort, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such escorted access to the Premises.

9. Event of Default.

It shall be an Event of Default if any one or more of the following events shall occur:

- a. Licensee shall default in the payment when due of any License Fee or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within thirty (30) days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or
- b. Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

Upon the occurrence of an Event of Default by Licensee, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

Upon fifteen (15) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (y) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (z) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default whether or not Licensor has elected to recover sum set forth in (i) above, terminate this License on at least thirty (30) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

c. In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

d. Upon the occurrence of an Event of Default by Licensor, Licensee shall have and may pursue all rights and remedies permitted by applicable law.

10. Termination by Licensee.

Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee in the following circumstances:

a. After the Initial Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Antenna Facilities in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an existing licensee); or

b. After the Initial Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to fifty percent (50%) of the annual License Fee at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Antenna Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate this License.

Upon Licensee terminating in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

11. Casualty and Condemnation.

a. If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Antenna Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

b. If at any time during the term of this License all or "substantially all" (as described in the preceding Section 11a.) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

12. Taxes.

Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

13. Insurance, Release and Hold Harmless.

a. Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this License, including any Renewal Term:

(i) Workers Compensation insurance at statutory limits and in accordance with all statutory requirements including Employers Liability coverage with a minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

(ii) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall

include products/completed operations(\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards;

(iii) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-accident for bodily injury and property damage, including owned, non-owned, and hired car coverage; and

(iv) "All-risk" property insurance insuring the Antenna Facilities and its appurtenant personal property for full replacement costs.

b. Any subcontractor(s) hired by the Licensee for work under this License shall maintain reasonable and prudent insurance coverage as determined by the Licensee. It is the responsibility of the Licensee to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

c. Licensee shall procure Builders Risk coverage (if applicable) as follows:

(i) 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.

(ii) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. Licensee's Commercial General Liability insurance shall contain a provision including Licensor as an additional insured to the extent of the indemnity provided by Licensee under this License. Notwithstanding the foregoing, Licensee shall have the right to assume in whole or in part, without insurance, any and all risks otherwise required by this License to be insured against by Licensee, or to insure the same through a captive insurance company. In such event, Licensee shall pay directly all losses and claims which would have been covered by the insurance which is set forth under this Section, but which are not paid either because of deductible and co-insurance provisions of policies provided by Licensee or because of Licensee's election to self-insure for some or all of such risks under this Section. Provided, however, such right to self-insure shall be permitted only so long as Licensee has a minimum net worth of Fifty Million Dollars (\$50,000,000) and provided further, that in the event of an assignment of this License by Licensee to an entity that is not an affiliate, such right to self-insure shall not be assigned to the non-affiliated assignee. Licensee does not currently self-insure for Commercial General Liability insurance. In the event Licensee chooses to self-insure for Commercial General Liability insurance, Licensee shall maintain third party insurance coverage for Commercial General Liability insurance for claims that exceed Twenty-Five Million Dollars (\$25,000,000).

d. With reference to the foregoing insurance requirement, the Licensee shall include:

(i) The City of Laredo as an additional insured with respect to all liability policies.

(ii) All required liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(iii) Workers' compensation policy. All policies need to contain a waiver of subrogation in favor of the City, regardless whether financed through and insurance policy or self-insurance.

- (iv) Licensee shall ensure all required insurance policies shall provide that The City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- (v) All required insurance policies, which include The City of Laredo as an additional insured, must provide to be primary coverage regardless of the application of other insurance.
- (vi) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (vii) Insurance must be purchased from insurers that are authorized in the state of Texas.
- (viii) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (ix) Upon request, Licensee shall furnish The City of Laredo with certificates or other commercially reasonable evidence of all required insurance policies.

e. Licensee hereby releases Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal 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 from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 13.

f. Licensee agrees to indemnify, defend and hold Releasees 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 of this License, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee 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 Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Antenna Facilities, except if such work or act is done or performed by Licensor or its agents or employee;
- (ii) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees 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 Licensor, its employees or agents or other licensee or tenant of the Property; and

- (iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with.

g. Licensors agree to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Licensors or its employees or agents, or the breach of this License except to the extent attributable to the gross negligence or intentional act or omission of Licensee, its employees, agents or independent contractors.

h. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this License or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the building, 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.

14. Notices.

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 City of Laredo, Texas, to

Heberto L. Ramirez
City of Laredo
1101 Garden St.
Laredo, Texas 78040

with a copy to:

Gerard Lavery Lederer, Esquire
Miller & Van Eaton, P.L.L.C.
1155 Connecticut Ave, N.W.
Suite 1000
Washington D.C. 20036

If to Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site # N143933, Cell Site Name L001/MINES RD/439393 (TX)
Fixed Asset No. 10098310
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copies to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Cell Site # N143933, Cell Site Name L001/MINES RD/439393 (TX)
Fixed Asset No. 10098310
15 East Midland Avenue
Paramus, NJ 07652

or to such other address as each party may designate for itself by like notice given in accordance with this Section 14. Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice.

15. Quiet Enjoyment, Title and Authority.

Licensor covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

16. Hazardous Substances.

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor represents, warrants and agrees (1) that neither Licensor nor, to Licensor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, except as disclosed in this License, and (2) that Licensor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. In addition, Licensor shall defend, indemnify and hold harmless Licensee from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition of the Premises, including costs of remediation, which are not the result of any act of Licensee. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

17. Assignment.

Licensee may assign this License and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "affiliate" of Licensee without the prior consent of Licensor. For purposes of this subparagraph, affiliate shall mean; (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its

common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (iv) an entity which purchases substantially all of the assets of Licensee, or (v) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee. Licensee may not otherwise assign this License without Licensor's consent, which consent may be withheld or delayed in Licensor's sole discretion except in connection with an assignment as collateral to secure a loan from a bona fide third party lender obtaining such assignment as part of a larger collateral pool. In the event such consent is unreasonably withheld or delayed, Licensee may immediately terminate this License upon written notice to Licensor thereof. Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder; provided, however, that an assignment of this License to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

18. Successors and Assigns.

This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

19. Waiver of Licensor's Lien.

Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Antenna Facilities from time to time in Licensee's sole discretion.

20. Miscellaneous.

- a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.
- b. Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.
- c. This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this License must be in writing and executed by both parties.
- d. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.
- e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement.
- f. This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

g. If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

21. Mortgage Subordination.

This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licenser may reasonably require acknowledging such subordination, so long as such certificate contains commercially reasonable non-disturbance provisions. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall preserve this License in the event of any foreclosure sale or possessory action, so long as there is no uncured Event of Default by Licensee, and in such case, this License shall continue in full force and effect, and Licensee shall attorn to such party and shall execute, acknowledge and deliver any commercially reasonable instrument that has for its purpose and effect the confirmation of such attornment and non-disturbance. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licenser and Licenser's mortgagee.

22. Limitation on Liability.

Anything in this License, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licenser are made and intended not as personal covenants, undertakings and agreements of Licenser, or for the purpose of binding Licenser personally or the assets of Licenser, except Licenser's interest in the Property; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licenser, any partner of Licenser, any parent, subsidiary or partner of Licenser or any partner of Licenser, or any of their respective heirs, personal representatives, successors and assigns.

23. RF Signage and Notices.

Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See <http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html> and <http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html>)

To assist Licensee and any permitted sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA - The Wireless Infrastructure Association's Technical Council.

24. Existing Agreement. Licenser and Licensee acknowledge that Licensee's predecessor in interest entered into a Lease Agreement dated December 16, 1996 (the "Existing Lease") with Licenser. The parties further acknowledge and agree that this License is a replacement for the Existing Lease. Notwithstanding anything herein to the contrary, to the extent that Antenna Facilities already are located on the Premises as of the Commencement Date, Licenser, as the landlord of the Property, not as the regulatory body of the City of Laredo, agrees that such Antenna Facilities are approved and may remain on the Premises. Further, Licenser agrees that (i) the requirements for Licenser's approval for construction and installation of equipment (and related requirements) are applicable only to construction, installation and equipment following the Commencement Date and (ii) such requirements are waived with respect to existing Antenna Facilities installed pursuant to the Existing Lease.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

CITY OF LAREDO, TEXAS

Attested by:


Gustavo Guevara Jr.

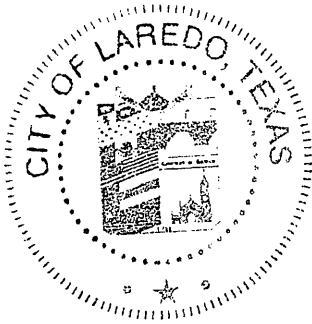
City Secretary

By: 

Printed Name: Carlos R. Villavrea

Title: City Manager

Date: 7/21/12



LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: 

Printed Name: Shawndrea S. Thompson

Title: Area Manager Constr. & Engrg.

Date: 8/13/12

EXHIBIT “A”

PROPERTY

The street address of the Property is: 7803 Mines Road, Laredo, Webb County, Texas

[Continued on Following Page]

LEGAL DESCRIPTION

BEING 0.25 ACRE OF LAND, LYING IN WEBB COUNTY, TEXAS, OUT OF AND A PART OF TEXAS MINING AND SMELTING COMPANY PROPERTY IN TORIBIO GARCIA GRANT, PORCION 24, ALSO BEING THE SAME LAND CONVEYED TO THE CITY OF LAREDO BY DEED RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PIPE FENCE CORNER POST FOUND ON THE NORTHEAST LINE OF ABANDONED R. G. & E. P. RY. CO. RIGHT-OF-WAY AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF A 125.802 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS ON THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1472 BEARS S 05° 13' 50" E A DISTANCE OF 372.53';

THENCE: FOLLOWING SAID RAILROAD RIGHT-OF-WAY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 105.26 FEET, HAVING A RADIUS OF 1163.85 FEET AND A CENTRAL ANGLE OF 05° 10' 54" TO A PIPE FENCE CORNER POST FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: N 67° 33' 31" E GENERALLY FOLLOWING A FENCE AND AN INTERIOR LINE OF AFORESAID 125.802 ACRE TRACT A DISTANCE OF 103.02 FEET TO A PIPE FENCE CORNER POST FOR A CORNER;

THENCE: S 15° 48' 57" E GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 104.81 FEET TO A PIPE FENCE CORNER POST FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: S 67° 41' 26" W GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 107.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.25 ACRE OF LAND WITHIN THE HEREIN DESCRIBED BOUNDARY.

ACCESS EASEMENT

BEING A ROAD ACCESS EASEMENT LYING IN WEBB COUNTY, TEXAS, ON AND ACROSS A 125.802 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1472, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF SAID 125.802 ACRE TRACT BEARS S 66° 35' 44" W A DISTANCE OF 16.86';

THENCE: N 13° 50' 56" E WITH SAID CENTER OF EXISTING ROAD A DISTANCE OF 448.90 FEET TO AN ANGLE POINT AT A "Y" OF SAID EXISTING ROAD;

THENCE: N 44° 29' 35" W WITH THE CENTER OF THE WESTERLY EXISTING ROAD OF SAID "Y" A DISTANCE OF 21.03 FEET TO AN ANGLEPOINT;

THENCE: N 19° 28' 29" W WITH SAID CENTER OF ROAD A DISTANCE OF 29.10 FEET TO A CORNER;

THENCE N 02° 50' 57" W WITH SAID CENTER OF ROAD A DISTANCE OF 24.25 FEET TO A CORNER;

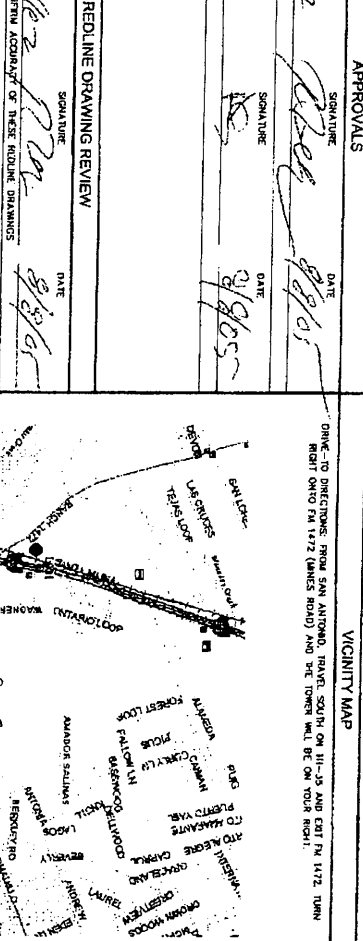
THENCE: S 53° 38' 54" W LEAVING SAID EXISTING ROAD A DISTANCE OF 61.06 FEET TO THE CENTER OF AN EXISTING GATE ON THE EAST LINE OF A CALLED 0.255 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE AND RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS FOR THE TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

EXHIBIT "B"

PREMISES

1. An exclusive right to the minimum number of square feet required to accommodate Licensee's Antenna Facilities identified in Exhibit C for the equipment building, and antennas located at 106 feet, centerline, above from the ground.
2. In addition the exclusive space identified in paragraph 1, Licensed Premises shall have the non-exclusive right to attach to the Tower all necessary wiring required to make Licensees' Antennae Facilities functional, so long as all such wiring is no higher than that distance identified in paragraph one.
3. Other than the right of ingress and egress and the ability to employ existing utility easements, Licensee has no claim to any ground space.

[An as-built drawing depicting the Premises follows].

SCOPE OF WORK:		PROJECT INFORMATION	
<p>SITE ADDRESS: 7803 MINES ROAD LATHROP, TEXAS 78045</p> <p>LATITUDE: N 32°51'42"</p> <p>LONGITUDE: W 95°55'51"</p> <p>APPROXIMATE CURRENT USE: TELECOMMUNICATIONS FACILITY AT CITY WATER TANK</p> <p>PROPOSED USE: TELECOMMUNICATIONS FACILITY AT CITY WATER TANK</p>	<p>UNSHARED TELECOMMUNICATIONS FACILITY MODIFICATIONS</p>		
SHEET INDEX		REVISION	
<p>TITLE SHEET</p> <p>1) SITE PLAN</p> <p>2) REDLINE DRAWING</p> <p>3) ELECTRICAL SCHEDULE</p> <p>4) ANTENNA ELEVATION & ANTENNA PLANT</p> <p>5) ANTENNA CONFIGURATION</p> <p>6) ANTENNA CONFIGURATION</p> <p>7) PORT ENTRY & COLOR CODE</p> <p>8) ANTENNA TOWER NOTES</p> <p>9) CABLE & DC POWER</p> <p>10) ANTENNA TOP DRAINAGE & TYPICAL POWER DRAINAGE</p> <p>11) SPECIAL DETAILS</p>			
APPROVALS			
<p>VLM (PRINT) _____ <i>[Signature]</i> DATE: 8/1/05</p> <p>SMITH (PRINT) _____ <i>[Signature]</i> DATE: 8/1/05</p> <p>GOODMAN NETWORKS _____ <i>[Signature]</i> DATE: 8/1/05</p>	<p>REDLINE DRAWING REVIEW</p> <p>VLM (PRINT) _____ <i>[Signature]</i> DATE: 8/1/05</p> <p>SMITH (PRINT) _____ <i>[Signature]</i> DATE: 8/1/05</p> <p>GOODMAN NETWORKS _____ <i>[Signature]</i> DATE: 8/1/05</p>		
VICINITY MAP			
			
APPLICABLE BUILDING CODES AND STANDARDS			
<p>SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (LAU) FOR THE LOCATION. THE EDITION OF THE DESIGNATED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.</p> <p>BUILDING CODE: INTERNATIONAL BUILDING CODE 2000</p> <p>ELECTRICAL CODE: NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, NATIONAL ELECTRICAL CODE 2005</p> <p>LIGHTNING PROTECTION CODE: NFPA 780, LIGHTNING PROTECTION CODE</p> <p>AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE</p> <p>AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, 13TH EDITION</p> <p>TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-F, STRUCTURAL STANDARDS FOR STRUCTURAL ANTENNA TOWERS AND MASTS SUPPORTING STRUCTURES</p> <p>NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, NATIONAL ELECTRICAL CODE 2005</p> <p>IEEE 1100 (1989) RECOMMENDED PRACTICE FOR POWER AND GROUNDING OF ELECTRONIC EQUIPMENT</p> <p>IEEE 62.41, RECOMMENDED PRACTICES ON SHIELD VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION OUTDOOR "C" AND "F" TYPE EXPOSURE)</p> <p>TIA 607 COMMERCIAL BUILDING CODEBOOK AND BIDDING REQUIREMENTS FOR TELECOMMUNICATIONS</p> <p>TELECOM 08-347 NETWORK EQUIPMENT-BUILDING SYSTEM (NEBS) PHYSICAL PROTECTION</p> <p>TELECOM 08-347 GENERAL OFFICE POWER WIRING</p> <p>TELECOM 08-1273 GENERAL REGULATION REQUIREMENTS</p> <p>TELECOM 08-1503 GENERAL CODE CONNECTIONS</p> <p>ANSI 11.311 TELECOM - DC POWER SYSTEMS - TELECOM ENVIRONMENTAL PROTECTION</p> <p>FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL METHODS THERE IS CONFLICT BETWEEN THEM, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN, WHERE REDUNDANT SHALL GOVERN, AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.</p>			