

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: Laredo
Crown Business Unit: 871715
License Number: 212076
Amendment Number: 958738

FIRST AMENDMENT TO ROOFTOP LICENSE AGREEMENT

This First Amendment to Rooftop License Agreement (this “Amendment”) is made this _____ day of _____, _____, by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) (“Crown”) and City of Laredo, a City in the State of Texas (“Customer”).

RECITALS:

WHEREAS, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Rooftop License Agreement dated September 18, 2009, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the “Co-Location Agreement”), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as Laredo, Crown BU# 871715 (the “Site”); and

WHEREAS, Crown and Customer desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

- Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.
- Current Term Expiration Date.** The parties acknowledge that the current term of the Co-Location Agreement (i.e., the term in effect as of the date on which this Amendment was prepared) expired or is scheduled to expire on July 31, 2024 (the “Current Term Expiration Date”).
- Term Renewals.** Notwithstanding anything to the contrary in the Co-Location Agreement, beginning on the day immediately following the Current Term Expiration Date, the term of the Co-Location Agreement (the “Term”) shall automatically extend for three (3) renewal periods of five (5) years each unless either party provides written notice to the other of its election not to renew the Term, at least one hundred eighty (180) days prior to the end of the then-current Term.
- Recurring Fee Escalation.** Notwithstanding anything to the contrary in the Co-Location Agreement, the recurring lease or license fee due under the Co-Location Agreement shall increase on, or shall be deemed to have been increased effective as of, August 1, 2024, and every anniversary of such date thereafter (each such date, an “Adjustment Date”) by an amount equal to two and three-quarter percent (2.75%). Crown’s failure to demand any such increase shall not be construed as a waiver of any right thereto and Customer shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.

TT: E 859085
Prepared by: V Nguyen
Prepared on: 7/10/2024
Revised on:
SLA_TLA Renegotiation Amendment Template (2/16/11)

App Rev #: 0
LRF Rev #: 3
MLA #: 278410

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: Laredo
Crown Business Unit: 871715
License Number: 212076
Amendment Number: 958738

5. Modifications to Equipment. Notwithstanding anything to the contrary in the Co-Location Agreement, Customer shall apply to make modifications to its equipment by submitting an application form to Crown (as such form may be amended by Crown from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Crown in connection with a proposed modification, and Customer will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Customer's permitted equipment and the locations thereof, shall be exhibits to said amendment.

6. Insurance. The insurance provisions pertaining to Customer that are set forth in the Co-Location Agreement are hereby deleted in their entirety and replaced and superseded by and with the insurance provisions set forth below.

General. Customer shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of the Site. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Crown, Crown's manager (as applicable), and Prime Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the Site is located. For the purposes of this Section, "Prime Lease" means the real property lease(s) or other instrument(s) from which Crown's rights in the Site are derived, and "Prime Landlord" means the lessor(s) or landlord(s) under the Prime Lease.

Minimum Limits. At a minimum, Customer shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

- (a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;
- (b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000, plus umbrella liability insurance of \$5,000,000;
- (c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; and
- (d) commercial all risk of loss fire with extended coverage insurance covering all of Customer's equipment and improvements at the Site.

Customer must ensure that all independent contractors accessing the Site for or on behalf of Customer maintain insurance as separately specified by Crown.

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: Laredo
Crown Business Unit: 871715
License Number: 212076
Amendment Number: 958738

Increases to and Application of Limits. Crown reserves the right, no more than once every five (5) years, to require reasonable increases in the commercial general liability limits and umbrella liability limits identified above, which increases shall be reflective of then-current industry exposures. Crown shall exercise such right by providing written notice thereof to Customer, in which event Customer shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. If Customer maintains insurance with limits higher than the minimum limits required by this Section, then such higher limits shall apply as to comply with the limits required by this Section. The insurance requirements in this Section shall not be construed to limit or otherwise affect the liability of Customer.

Policies and Certificates. All policies required to be provided pursuant to this Section shall contain a waiver of subrogation in favor of Crown, Prime Landlord (as applicable) and Crown's manager (as applicable). Customer shall provide certificates of insurance evidencing said coverage to Crown at least annually as the policies renew. Any failure on the part of Crown to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Crown of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

7. **Exceptions to Non-Disclosure.** Notwithstanding anything to the contrary in the Co-Location Agreement, and without limiting or deleting any exceptions to non-disclosure that may be set forth in the Co-Location Agreement, (a) either party may disclose the terms of the Co-Location Agreement, as amended, or any portion thereof, to: (i) such party's affiliated entities, (ii) such party's auditor, accountant, lender or attorney, (iii) such party's employees, directors, consultants, or agents who have a reasonable need to know such information and who shall agree in writing to be bound by the terms and conditions of this non-disclosure provision, or (iv) a government entity or agency to the extent required by regulation, subpoena or government order to reveal, disclose or publish such information; and (b) Crown may disclose the Co-Location Agreement, as amended, or the relevant portions thereof, to (i) the Prime Landlord, if a Prime Lease applies to the Site, or (ii) any of Crown's creditors.

8. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: Laredo
Crown Business Unit: 871715
License Number: 212076
Amendment Number: 958738

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Execution Date: _____

CUSTOMER:

City of Laredo,
a City in the State of Texas

By: _____

Print Name: _____

Title: _____

Execution Date: _____