

Market: RSTX
Cell Site Number: SXL04911
Cell Site Name: MINES ROAD
Fixed Asset Number: 10098310
Location of Site: 7803 MINES ROAD

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT dated as of the latter of the signature dates below ("Effective Date"), is by and between the City of Laredo, Texas, a municipal corporation ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Licensee**").

WHEREAS, Licensor and Licensee entered into a License Agreement dated August 13th, 2011, whereby Licensor Licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 7803 Mines Road, Laredo, Webb County, Texas ("Agreement"); and

WHEREAS, Licensor and Licensee desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **New Premises Area.** Licensor agrees to increase the size of the Premises Licensed to Licensee to accommodate Licensee's needs by approximately Forty (40) square feet. Upon the execution of this Amendment, Licensor licenses to Licensee the additional premises described on attached Exhibit A ("New Premises Area"), which Licensor understands to be approximately Forty (40) square feet. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
2. **Generator.** Consistent with all applicable codes and standards, and Paragraph 16 of the Agreement, Licensee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Licensee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Licensee, and Licensee shall have the obligation to remove the generator and pad at the conclusion of the Agreement. Licensee shall have the right to remove the generator, but must obtain prior written permission from Licensor to modify the generator or space.

3. **Rent.** Commencing on the Effective Date, the Base Rent of the Agreement shall be increased by Five Hundred Dollars (\$500.00) per month, subject to further adjustments, including annual escalators as provided in the Agreement.
4. **Other.** Licenser represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Licensee's permitting and/or installation of a generator within the New Premises Area. Licenser authorizes Licensee to prepare, execute and file all required applications to obtain any government approvals for Licensee's use of the New Premises Area under this Agreement and agrees, at Licensee's request, to reasonably assist Licensee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Licensee may use the generator in the manner set forth in applicable law. Licensee may terminate this Amendment by written notice to Licenser at any time, and the rent increase set forth in Section 3 shall be cancelled on a going forward basis following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Licensee shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Licensee fails to remove within such period and cessation of Licensee's operations at the New Premises Area shall be deemed abandoned. Licensee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.
5. Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

If to the Licensee:

- a) To Licensee's Lease Administration Department via email at NoticeIntake@att.com; and
- b) To Licensee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site # SXL04911
Cell Site Name: MINES ROAD
Fixed Asset #: 10098310
208 S. Akard Street
Dallas, TX 75202-4206

If to the Licensors via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid to:

- a) City of Laredo
1110 Houston Street
Laredo, TX 78040

With copy to:

- b) Information Services & Telecommunications
1102 Bob Bullock Loop
Laredo, TX 78043

And via email to:

- c) Gerard Lavery Lederer
Gerard.Lederer@BBKlaw.com

Notices by email will be effective on the first calendar day after it was sent. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

6. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment. The rights granted to Licensee herein are in addition to and not intended to limit any rights of Licensee in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.
8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

LICENSOR

City of Laredo, Texas
a municipal corporation

LICENSEE

New Cingular Wireless PCS, LLC,
A Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 20____,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

(a) is the _____ [title] of Fifth Properties, LLC., the company
named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)

_____)ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____
_____, and acknowledged under oath that he/she is the _____
_____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS,
LLC, the LICENSEE named in the attached instrument, and as such was authorized to execute this
instrument on behalf of the limited liability company.

Notary Public: _____

My Commission Expires: _____

EXHIBIT A

Additional Premises Area

See attached

LEGEND

NEW	PROPOSED
(E)	EXISTING
---	CENTER LINE
---	PROPERTY LINE
-X-	FENCE LINE
----	EASEMENT LINE
—OHP—	OVERHEAD POWER
—OHT—	OVERHEAD TELCO
—OHF—	OVERHEAD FIBER
—P—	UNDERGROUND POWER CONDUIT
—T—	UNDERGROUND TELCO CONDUIT
—F—	UNDERGROUND FIBER CONDUIT
—HYBRID—	HYBRID CABLE
—COAX—	COAX CABLE
—SF—	SILT FENCE

NOTE:

SITE LAYOUT IS BASED ON SITE SKETCH FOR AT&T BY NEXIUS SOLUTIONS ,INC. DATED 09/01/22. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

FLOOD NOTE:

THE EXISTING SITE LIES IN FLOOD ZONE X, AREAS OF MINIMUM FLOOD HAZARD PER FIRM MAP NUMBER 48479C1185C WITH AN EFFECTIVE DATE OF 04/02/2008.

CONDUIT NOTE:

ALL BURIED CONDUIT SHALL BE PVC SCHEDULE 80. ALL EXPOSED CONDUIT AND ALL CONDUIT ROUTED ACROSS THE TOPS OF SLABS AND PLATFORMS SHALL BE GALVANIZED RGS ON 1-5/8" UNISTRUT OR EQUIVALENT.

CLEARANCE NOTE:

MINIMUM GENERATOR CLEARANCE MUST BE PROVIDED IN ACCORDANCE WITH THE MOST STRINGENT GOVERNING ADOPTED BUILDING CODE AND/OR THE MANUFACTURER'S SPECIFICATIONS AND DETAILS, WHICHEVER CRITERIA IS GREATER.

ACCESS NOTE:

PROVIDE 3'-0" MINIMUM NEC AND OSHA ACCESS CLEARANCE FOR ALL GENERATOR ACCESS DOORS AND AC POWER PANELS (TYP.)

THE PROPOSED AT&T GENERATOR TANK SHALL BE:

GENERATOR MODEL: KOHLER 30REOZK UL 2200
GENERATOR FUEL TYPE: ULTRA LOW SULFUR DIESEL #2
GENERATOR CAPACITY: 30KW
DIESEL - 148 GALLON UL 142 STEEL TANK
ENCLOSURE TYPE: L2A STEEL ENCLOSURE
CONSTRUCTION TYPE: II-B (IBC)

GENERATOR PAD ANALYSIS BY OTHERS. NO EQUIPMENT SHOULD BE INSTALLED WITHOUT ANY APPROVAL BY A STRUCTURAL ENGINEER.

NOTE:

ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS

OVERALL SITE PLAN

8'0"0"8'0"8'

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

ACGI NO: 23-4309

DRAWN BY: AS

CHECKED BY: JV

REVISIONS

REV	DATE	DESCRIPTION	BY
A	12/12/23	PRELIM CDs	AS
0	12/19/23	FINAL CDs	AS

ALLPRO, CONSULTING GROUP, INC. 12/19/23
FIRM NO. F-8242

CONSTRUCTION DOCUMENTS

SITE INFORMATION

AT&T SITE NAME:
MINES ROAD

PTN CODE:3056A18T2K

FA CODE: 10098310

SITE ADDRESS:7803
MINES ROAD, LAREDO,
TX 78045

SHEET TITLE:

PROPOSED
SITE PLAN

SHEET NUMBER:

C-2

<u>Prepared by and License return to:</u> Ipunk P. Lee General Dynamics Information Technology, Inc. 114 White Oak Rd., Rehoboth Beach, DE 19971 Phone: 571-454-2018	Re: Cell Site #: SXL04911 Cell Site Name: MINES ROAD Fixed Asset #: 10098310 State: TEXAS County: WEBB
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MEMORANDUM OF LICENSE

This Memorandum of Agreement is entered into on this ____ day of _____, 2025, by and between the City of Laredo, Texas, a municipal corporation (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**Licensee**”).

1. Licensor and Licensee entered into a License Agreement dated August 13th, 2011 (“**Agreement**”), as amended by that certain First Amendment to License Agreement dated _____, 2025 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. Licensor agrees to increase the size of the Premises to accommodate additional equipment. Licensor licenses to Licensee the additional premises area as more completely described on attached **Exhibit A**
3. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

LICENSOR

City of Laredo, Texas
a municipal corporation

LICENSEE

New Cingular Wireless PCS, LLC,
A Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)

_____)

COUNTY OF _____)

I CERTIFY that on _____, 20____,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

(a) is the _____ [title] of Fifth Properties, LLC., the company
named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)

_____)

COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____
_____, and acknowledged under oath that he/she is the _____
_____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS,
LLC, the LICENSEE named in the attached instrument, and as such was authorized to execute this
instrument on behalf of the limited liability company.

Notary Public: _____

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PREMISES

Legal Description of Real Property:

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 372.55

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.

Legal Description of Access Easement:

BEING A ROAD ACCESS EASEMENT LUNG 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 WTH 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 WTH 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

Property Address: **7803 Mines Road, Laredo. Webb County, Texas**
Parcel ID: **206622**

Site Plan: See Next Page

LEGEND

NEW	PROPOSED
(E)	EXISTING
---	CENTER LINE
---	PROPERTY LINE
-X-	FENCE LINE
----	EASEMENT LINE
—OHP—	OVERHEAD POWER
—OHT—	OVERHEAD TELCO
—OHF—	OVERHEAD FIBER
—P—	UNDERGROUND POWER CONDUIT
—T—	UNDERGROUND TELCO CONDUIT
—F—	UNDERGROUND FIBER CONDUIT
—HYBRID—	HYBRID CABLE
—COAX—	COAX CABLE
—SF—	SILT FENCE

NOTE:

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DIESEL - 148 GALLON UL 142 STEEL TANK
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OVERALL SITE PLAN

8'0"0"8'0"8'

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

ACGI NO: 23-4309

DRAWN BY: AS

CHECKED BY: JV

REVISIONS			
REV	DATE	DESCRIPTION	BY
A	12/12/23	PRELIM CDs	AS
0	12/19/23	FINAL CDs	AS

ALLPRO, CONSULTING GROUP, INC.
FIRM NO. F-8242

12/19/23

CONSTRUCTION DOCUMENTS

SITE INFORMATION

AT&T SITE NAME:
MINES ROAD

PTN CODE:3056A18T2K

FA CODE: 10098310

SITE ADDRESS:7803
MINES ROAD, LAREDO,
TX 78045

SHEET TITLE:

PROPOSED
SITE PLAN

SHEET NUMBER:

C-2