

SECOND AMENDMENT TO COMMUNICATIONS SITE LICENSE AGREEMENT

This Second Amendment to Communications Site License Agreement (“Second Amendment”) is effective as of the last signature below (“Effective Date”) by and between City of Fresno, a municipal corporation (“Licensor”) and T-Mobile West LLC, a Delaware limited liability company (“Licensee”) (each a “Party”, or collectively, the “Parties”).

Licensor and Licensee (or their predecessors-in-interest) entered into that certain Communications Site License Agreement dated November 1, 2002, including that certain First Amendment to Communications Site License Agreement dated April 1, 2019 (including all amendments, collectively, the “License”) regarding the leased premises (“Premises”) located at 801 Van Ness Avenue, Fresno, CA 93721 (“Licensor’s Property”).

For good and valuable consideration, Licensor and Licensee agree as follows:

1. At the expiration of the License on October 27, 2022, the term of the License will automatically be extended for four (4) additional and successive five (5) year terms each included as Renewal Term, provided that Licensee may elect not to renew by providing Licensor at least thirty (30) days’ notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term on October 28, 2022, provided for in this Second Amendment, Licensee shall pay Licensor Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) per year as Rent, partial year to be prorated in advance. Where duplicate Rent would occur, a credit shall be taken by Licensee for any prepayment of Rent by Licensee.

Commencing on October 28, 2027, and at the start of each Renewal Term thereafter, the annual License Fee will increase by fifteen percent over the License Fee paid during the previous Term. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.

3. Licensee will pay to Licensor a one-time non-refundable amount of Ten Thousand and No/100 Dollars (\$10,000.00) for the full execution of this Second Amendment. Licensee will pay Licensor the one-time non-refundable amount of Ten Thousand and No/100 Dollars (\$10,000.00) to Licensor within sixty (60) days of the full execution of this Second Amendment.
4. Section 9 of the original License shall be amended as follows: Termination. Notwithstanding any other provision to the contrary, Licensor shall the have the right to terminate this License upon one hundred eighty days’ notice to Licensee if there is a partial or complete sale of Licensor’s Property, including the Premises. This License may be terminated without further liability on thirty days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of termination to Licensor prior to October 28, 2022; (iii) by Licensee if it does not obtain licenses, permits or other approvals necessary to the construction

or operation of Licensee's Facilities; or (iv) by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (v) by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference.

5. Licensee may transmit and receive on any frequencies permitted by law.
6. Section 12 of the original License shall be amended as follows: To the furthest extent allowed by law, Licensee shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Licensee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Licensee's performance of this Agreement. Licensee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Licensee should subcontract and/or contract all or any portion of the work to be performed under this Contract, Licensee shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

Licensee, as a material part of the consideration to be rendered to City under this License, waives all claims against the City for damages to all Licensee's Facilities and personal property in, on, or about the Premises, and for injuries to persons in or about the Premises, from any cause arising at any time. City shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Premises or any occupant of adjoining or contiguous property.

This section shall survive termination or expiration of this License.

MINIMUM LIMITS OF INSURANCE

Licensee shall procure and maintain for the duration of the contract, and for five years thereafter, insurance with limits of liability not less than those set forth below:

1. **COMMERCIAL GENERAL LIABILITY**
 - (i) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$4,000,000 aggregate for products and completed operations; and,
 - (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event LICENSEE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers, with respect to the negligent acts or willful misconduct of LICENSEE.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

LICENSEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and LICENSEE shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be commercially reasonable for the telecommunications industry:

- (i) At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be cancelled except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. LICENSEE shall provide thirty (30) calendar days written notice to the CITY for any cancellation, non-renewal, or reduction in coverage or in limits. Upon issuance by the of a notice of cancellation, non-renewal, or reduction in coverage or in limits, LICENSEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, LICENSEE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall include City, its officers, officials, agents, employees and volunteers as an additional insured. LICENSEE shall establish additional insured status for

the City and for all ongoing and completed operations under the Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the LICENSEE' insurance shall be primary to and require no contribution from the City, with respect to the negligent acts or willful misconduct of LICENSEE. The Commercial General policy is required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, LICENSEE' insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers with respect to the negligent acts or willful misconduct of LICENSEE. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the LICENSEE' insurance and shall not contribute with it.
- (vii) The Commercial General and Automobile insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - LICENSEE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of LICENSEE shall also be required to provide all documents noted herein.

CLAIMS-MADE POLICIES - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by LICENSEE.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, LICENSEE must purchase

“extended reporting” period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the License.

SUBCONTRACTORS - If LICENSEE subcontracts and/or contracts any or all of the services to be performed under this Agreement, LICENSEE shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractors must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, LICENSEE will be solely responsible for ensuring that it’s subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

- 7. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Licensee:

If to Licensor:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ Site
SC08734A

City of Fresno
Department of Public Works-Traffic
Operations
2600 Fresno Street
Fresno, CA 93721

- 8. Licensee and Licensor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Licensor's Property without additional payment or consideration.
- 9. Except as expressly set forth in this Second Amendment, the License otherwise is unmodified. To the extent any provision contained in this Second Amendment conflicts with the terms of the License, the terms and provisions of this Second Amendment shall control. Each reference in the License to itself shall be deemed also to refer to this Second Amendment.

10. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Second Amendment will legally bind the Parties to the same extent as originals.
11. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment. Licensor represents and warrants to Licensee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Second Amendment. If Licensor is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Licensor is solely responsible for all commission, fees or other payment to Agent and (b) Licensor shall not impose any fees on Licensee to compensate or reimburse Licensor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Second Amendment or any future amendment
12. This Second Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

[SIGNATURES ON FOLLOWING PAGE]



ASSISTANT SECRETARY'S CERTIFICATE OF AUTHORIZATION

I, Frederick Williams, do hereby certify that I am a duly elected and acting Assistant Secretary of T-Mobile USA, Inc., a Delaware corporation, and the business entities listed on Exhibit A (collectively, the "T-Mobile Subsidiaries", together "T-Mobile") and have access to the records and minutes of T-Mobile.

I further certify that, based on information provided to me and subject to the applicable contracting policy, including without limitation, the Delegation of Authority Policy of T-Mobile, Dale Byrd, Manager, Real Estate, is authorized to execute the agreements and documents relating to the procurement of goods and services, on behalf of T-Mobile.

DATED: March 11, 2022

T-Mobile USA, Inc.
T-Mobile Subsidiaries

DocuSigned by:

Frederick Williams

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Frederick Williams
Assistant Secretary



Exhibit A

1. Alda Wireless Holdings, LLC
2. American Telecasting of Ft. Collins, LLC
3. American Telecasting of Green Bay, LLC
4. American Telecasting of Lansing, LLC
5. American Telecasting of Louisville, LLC
6. American Telecasting of Medford, LLC
7. American Telecasting of Redding, LLC
8. American Telecasting of Santa Barbara, LLC
9. American Telecasting of Seattle, LLC
10. American Telecasting of Sheridan, LLC
11. American Telecasting of Yuba City, LLC
12. APC Realty and Equipment Company, LLC
13. Assurance Wireless of South Carolina, LLC
14. Assurance Wireless USA, L.P.
15. ATI Sub, LLC
16. AWI Network Holdings, LLC
17. Broadcast Cable, LLC
18. Clear Wireless LLC
19. Clearwire Communications LLC
20. Clearwire Hawaii Partners Spectrum, LLC
21. Clearwire International, LLC
22. Clearwire IP Holdings LLC
23. Clearwire Legacy LLC
24. Clearwire Spectrum Holdings II LLC
25. Clearwire Spectrum Holdings III LLC
26. Clearwire Spectrum Holdings LLC
27. Clearwire XOHM LLC
28. Connect CCC, LLC
29. Fixed Wireless Holdings, LLC
30. Fresno MMDS Associates, LLC
31. IBSV LLC
32. Layer3 TV, LLC
33. MetroPCS California, LLC
34. MetroPCS Florida, LLC
35. MetroPCS Georgia, LLC
36. MetroPCS Massachusetts, LLC
37. MetroPCS Michigan, LLC
38. MetroPCS Nevada, LLC
39. MetroPCS New York, LLC
40. MetroPCS Pennsylvania, LLC
41. MetroPCS Texas, LLC
42. Nextel of Puerto Rico, Inc.
43. Nextel Retail Stores, LLC
44. Nextel South Corp.

45. Nextel Systems, LLC
46. Nextel West Corp.
47. NSAC, LLC
48. Octopus Interactive Inc.
49. PCTV Gold II, LLC
50. People's Choice TV of Houston, LLC
51. Play Octopus LLC
52. PRWireless PR, LLC
53. PushSpring, LLC
54. SIHI New Zealand Holdco, Inc.
55. Speedchoice of Phoenix, LLC
56. Sprint (Bay Area), LLC
57. Sprint Capital Corporation
58. Sprint Communications Company L.P.
59. Sprint Communications Company of New Hampshire, Inc.
60. Sprint Communications Company of Virginia, Inc.
61. Sprint Communications LLC
62. Sprint LLC
63. Sprint eWireless, Inc.
64. Sprint Federal Management LLC
65. Sprint Federal Operations LLC
66. Sprint Intermediate HoldCo LLC
67. Sprint Intermediate HoldCo II LLC
68. Sprint Intermediate HoldCo III LLC
69. Sprint International Communications Corporation
70. Sprint International Holding, Inc.
71. Sprint International Incorporated
72. Sprint International Network Company LLC
73. Sprint PCS Assets, L.L.C.
74. Sprint Solutions, Inc.
75. Sprint Spectrum Co LLC
76. Sprint Spectrum Co II LLC
77. Sprint Spectrum Co III LLC
78. Sprint Spectrum Depositor LLC
79. Sprint Spectrum Depositor II LLC
80. Sprint Spectrum Depositor III LLC
81. Sprint Spectrum LLC
82. Sprint Spectrum License Holder LLC
83. Sprint Spectrum License Holder II LLC
84. Sprint Spectrum License Holder III LLC
85. Sprint Spectrum PledgeCo LLC
86. Sprint Spectrum PledgeCo II LLC
87. Sprint Spectrum PledgeCo III LLC
88. Sprint Spectrum Realty Company, LLC
89. Sprint/United Management Company
90. SprintCom LLC

91. STC Five LLC
92. STC Four LLC
93. STC One LLC
94. STC Six Company
95. STC Three LLC
96. STC Two LLC
97. TDI Acquisition Sub, LLC
98. T-Mobile Airtime Funding LLC
99. T-Mobile Central LLC
100. T-Mobile Financial LLC
101. T-Mobile Global Care Corporation
102. T-Mobile Handset Funding LLC
103. T-Mobile Innovations LLC
104. T-Mobile Leasing LLC
105. T-Mobile License LLC
106. T-Mobile Northeast LLC
107. T-Mobile Puerto Rico Holdings LLC
108. T-Mobile Puerto Rico LLC
109. T-Mobile Resources LLC
110. T-Mobile South LLC
111. T-Mobile USA Foundation
112. T-Mobile USA Tower LLC
113. T-Mobile USA, Inc
114. T-Mobile Ventures LLC
115. T-Mobile West LLC
116. T-Mobile West Tower LLC
117. TMUS Assurance Corporation
118. TMUS International LLC
119. Transworld Telecom II, LLC
120. TVN Ventures LLC
121. USST of Texas, Inc.
122. Utelcom LLC
123. VMU GP, LLC
124. WBS of America, LLC
125. WBS of Sacramento, LLC
126. WBSY Licensing, LLC
127. Wireline Leasing Co., Inc.