

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

Crown Site Name: NORTH FRESNO
Crown Business Unit: 845794
License Number: 782312
Amendment Number: 920191

SECOND AMENDMENT TO TOWER SITE LICENSE AGREEMENT

This Second Amendment to Tower Site License Agreement (“**Amendment**”) is made and entered into as of August 3, 2023, by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**AT&T**”) and City of Fresno, a California municipal corporation (“**Customer**”).

WHEREAS, AT&T (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Tower Site License Agreement dated May 11, 2022, as may have been previously amended and/or assigned (hereinafter the “**TLA**”), whereby Customer leases or licenses from AT&T certain space at a telecommunications facility described in the TLA (the “**Site**”); and

WHEREAS, pursuant to a certain Management Agreement dated as of December 16, 2013 (the “**Management Agreement**”) by and among AT&T, CCATT LLC, a Delaware limited liability company (“**Manager**”), and certain of their affiliates, Manager was (i) appointed as AT&T’s exclusive operator with respect to the management, administration and operation of certain “**Managed Sites**” (as defined in the Management Agreement), including the site to which the “**TLA**” pertains, (ii) granted a limited power of attorney to review, negotiate and execute customer collocation agreements, such as this amendment, and (iii) was authorized to receive all of the revenue generated by the site, including, without limitation, all revenue due under the “**TLA**”, as amended hereby; and

WHEREAS, AT&T and Customer desire to amend the TLA 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:

1. 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 TLA.
2. The parties acknowledge and agree that, effective as of December 16, 2013, with respect to the site to which the TLA pertains; (i) Manager was and is acting solely as the exclusive operator and manager for AT&T and will continue to act solely in such capacity, so long as the site is one of the Managed Sites; and (ii) Customer shall pay to Manager all fees due and owing with respect to Customer’s use of the site.
3. The monthly fee due under the TLA shall increase by Five Hundred and 00/100 Dollars (\$500.00) on the earlier of: i) the first (1st) day of the month following AT&T’s issuance of written notice to proceed with the modification of Customer’s equipment at the Site, or ii) September 1, 2023.
4. The parties acknowledge that Customer is making certain modifications to its space and/or equipment at the Site as described in Attachment A, attached hereto.

TT: E 853551SR
Prepared by: V Nguyen
Prepared on: 7/31/2023
Revised on:
SLA TLA Universal Amendment

LRF Rev. #: 1
App Rev. #: 4
MLA #: 1569267

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5. The descriptions of Customer's space on the ground set forth in the TLA (including, without limitation, any descriptions of Customer's space on the ground set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the ground set forth in Attachment A and Attachment B, attached hereto.

6. The equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in Attachment A and Attachment B, attached hereto. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, this Amendment does not in any way modify the equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in any schedules, exhibits or attachments to the TLA).

7. Exceptions to Non-Disclosure. Notwithstanding anything to the contrary in the TLA, and without limiting or deleting any exceptions to non-disclosure that may be set forth therein, (a) either party may disclose the terms of the TLA, 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) AT&T may disclose the TLA, as amended, or the relevant portions thereof, to (i) the owner of the real property on which the Site is located (or to AT&T's lessor, sublessor or licensor), if AT&T does not own the Site in fee, or (ii) any of AT&T's creditors.

8. Except as expressly set forth in this Amendment, the TLA 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 TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

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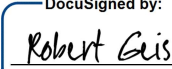
IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

AT&T:

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

By: CCATT LLC,
a Delaware limited liability company

Its: Attorney-In-Fact

By:  _____
DocuSigned by:
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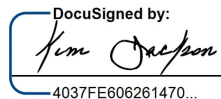
Print Name: Robert Geis

Title: Supervisor, Contract Development

Execution Date: August 2, 2023

CUSTOMER:

City of Fresno,
a California municipal corporation

By:  _____
DocuSigned by:
4037FE606261470...

Print Name: Kim Jackson

Title: ISD Administrative Manager

Execution Date: August 3, 2023