

FIFTH AMENDMENT TO LICENSE AGREEMENT

THIS FIFTH AMENDMENT TO LICENSE AGREEMENT ("Fifth Amendment") is made and entered into by and between the City of Sugar Land, Texas, a municipal corporation (City) and T-Mobile West LLC, a Delaware limited liability company, f/k/a T-Mobile West Corporation, a Delaware corporation, successor in interest to T-Mobile Texas, L.P., a wholly-owned subsidiary of T-Mobile, USA, Inc. (T-Mobile).

Recitals

A. The City and T-Mobile (or as applicable, their respective predecessors in interest) entered into a License Agreement dated March 22, 2006 (Original License) with respect to the Licensed Premises located at 13944 Oakwood Lane, Sugar Land, F011 Bend County, Texas 77478.

B. On December 4, 2012, the City and T-Mobile entered into the First Amendment to License Agreement for purposes of (i) revising the definition of Antenna Facility to allow different equipment on the Water Tank and Licensed Premises and (i) authorizing assignment of the License from T-Mobile Texas, L.P., a wholly-owned subsidiary of T-Mobile, USA, Inc., to T-Mobile West, LLC, a Delaware limited liability company f/k/a T-Mobile West Corporation, a Delaware corporation (First Amendment).

C. On December 23, 2016, the City and T-Mobile entered into the Second Amendment to License Agreement for purposes of (i) revising the definition of Antenna Facility to allow different equipment on the Water Tank and Licensed Premises; and (ii) adding a provision regarding interference with the City's three tier wireless system; (iii) adding a provision that the City grants no property interest in or to the Water Tank or Licensed Premises; and (iv) increasing the annual license fee for use of the Licensed Premises (Second Amendment).

D. On October 17, 2017, the City and T-Mobile entered into the Third Amendment to License Agreement for the purposes of revising the definition of Antenna Facility and another provision of the Original License to allow different equipment to be installed on the Water Tank and on the ground below (Third Amendment).

E. On August 7, 2018, the City and T-Mobile entered into the Fourth Amendment to License Agreement for the purposes of revising the definition of Antenna Facility to provide for the installation of a new generator and transfer switches and removal of two existing cabinets on the ground below the Water Tank on the Licensed Premises (Fourth Amendment).

F. The City and T-Mobile desire to enter into this Fifth Amendment to revise the definition of Antenna Facility to provide for the installation of three (3) new antennas and the removal and replacement of nine (9) existing antennas on the Water Tank and Licensed Premises.

G. Collectively, the Original License, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment are the "License".

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and T-Mobile agree as follows:

1. That the definition of *Antenna Facility* in Section A of the License is amended to read as follows:

Antenna Facility means a communications facility consisting of antennae and associated cabling and equipment as more particularly described in the Exhibit A to this Fifth Amendment, which is incorporated herein, and which replaces Exhibit A attached to the Original License, Exhibit C attached to the First Amendment, Exhibit A attached to the Second Amendment, and Exhibit A attached to the Third Amendment, modified as shown in Exhibit D attached to the Fourth Amendment.

2. Except as specifically set forth herein, this Fifth Amendment does not modify, alter, or amend the remaining terms of the License, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment all of which remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment effective on the later date of the parties' signatures.

City of Sugar Land, Texas,
a municipal corporation

Michael W. Goodrum
City Manager

Date: _____

ATTEST:

Thomas Harris III, City Secretary

Date: _____

T-Mobile West LLC,
a Delaware limited liability company

DocuSigned by:

Keith A. Hayden

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Name: Sr Director Network Eng &
Title: Ops

Date: 5/13/2021

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