

**FIRST AMENDMENT TO COMMUNICATIONS LICENSE
BETWEEN THE CITY OF MESA AND CROWN CASTLE FIBER LLC**

That certain License issued by the City of Mesa ("Licensor" or "City"), an Arizona municipal corporation, to Crown Castle Fiber LLC ("Licensee"), dated February 10, 2020 (the "License"), is hereby amended by this First Amendment, made and entered into as of _____, 202__ by and between the City and the Licensee.

WHEREAS, the License established, among other provisions, a right-of-way use fee based upon the total linear feet of fiberoptic cable installed on City-owned property; and

WHEREAS, City and Licensee now desire to revise the fee structure to allow for the option to base the fee on a percentage of the annual gross revenue Licensee collects from its facilities located on City-owned Property; and

WHEREAS, City and Licensee also desire to correct certain scrivener's errors located within the License.

NOW, THEREFORE, in consideration of the mutual agreement evidenced herein, the City and Licensee agree to amend the License, as follows:

1. Section 2.13 of the License is stricken in its entirety, and replaced with the following:

2.13 Attached hereto as Exhibit A is a map illustrating the location of Licensee's Communications Network. Licensee warrants that Licensee's Communications Network shall be dedicated exclusively to the provision of "Telecommunications services," as that term is defined in Arizona Revised Statutes, § 9-581. If at any time Licensee cannot make such a warrant for any portion of Licensee's Communications Network, then that portion shall be subject to the annual per foot linear fee ("Per Foot Fee") set forth herein or 2% of the Gross Revenue Licensee collects from the business it conducts using its facilities placed pursuant to this License, whichever is lesser. The current Per Foot Fee is \$1.89. Licensee agrees that on each annual anniversary of this License that the Per Foot Fee will be adjusted by the change to the annual average CPI set forth in Arizona Revised Statutes §9-583, which is also identified in the City of Mesa Engineering Department's Schedule of Fees and Charges.

2. Section 2.13.1 of the License is stricken in its entirety, and replaced with the following:

2.13.1 Payment of the annual Per Foot Fee or two percent (2%) of Gross Revenue owed by Licensee to City shall be made in United States legal tender. Payments shall be considered timely if postmarked on or before the due date. The "Due Date" shall be on the execution of this License Agreement and on or before the first anniversary of the License Date, as defined below, each year thereafter. If License fees are not paid by the Due Date, interest of 1.0% per month shall accrue on the entire amount due. Any payment received shall

first be applied to any interest charges owed, and then to any License fee owed.

3. Section 5.1 of the License is stricken in its entirety, and replaced with the following:

5.1 The authority granted by this License to use the Public Highways does not authorize Licensee's use of the facilities for operating a cable television system, a cable system or authorize the Licensee to operate as a cable operator as those terms are defined in the Communications Act of 1934 as amended, state law. or the City Code. The authority granted by this License does not authorize the use of the Public Highways for open video systems as defined in the Communications Act of 1996 or as defined or authorized by the FCC. The authority granted by this License is not in lieu of any other license or franchise the City may require to occupy the highways to provide service other than Communications Network services. The Licensee agrees that if Licensee leases to others the Communications Network facilities for Telecommunications Services or Interstate Telecommunications Services pursuant to and as defined by A.R.S. § 9-581 through § 9-584, Licensee shall condition the effectiveness of such upon the lessee applying for and obtaining from the City any required authorization for such use, including, if required, a Telecommunications Services license. an Interstate Telecommunications Services license or any other license that may be required by the City.

4. All other provisions of the above referenced License shall remain unchanged.

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

CITY OF MESA

Crown Castle Fiber LLC

Signature

Signature

Lance Webb, PE
City Engineer

Name: _____

Title: _____