

STATE OF TEXAS

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**Fourth Amendment to Route Specific
Communications Facilities License
By and Between City of Plano, Texas and
Cogent Fiber LLC (fka Sprint
Communications Company L.P.)**

COUNTY OF COLLIN

THIS Fourth Amendment to Route Specific Communications Facilities License (“Fourth Amendment”) is made this ____ day of _____, 20 ____, by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter referred to as the “CITY”) and **COGENT FIBER LLC (fka SPRINT COMMUNICATIONS COMPANY L.P.)**, a Delaware limited liability company (hereinafter referred to as “LICENSEE”), for the use of certain premises and/or facilities according to the following terms and conditions:

WITNESSETH:

WHEREAS, CITY and LICENSEE entered into a Route Specific Communications Facilities License dated February 5, 2001 (“License”) permitting the installation, operation and maintenance of facilities for housing and operating LICENSEE’s communications equipment, including the installation and maintenance of ground equipment (herein called “Structure”); and

WHEREAS, CITY and LICENSEE entered into a First Amendment to Route Specific Communications Facilities License dated January 19, 2006 (“First Amendment”) which amended certain terms of the License; and

WHEREAS, CITY and LICENSEE entered into a letter agreement dated November 23, 2010, which extended the License to February 4, 2016 (“Letter Agreement”); and

WHEREAS, CITY and LICENSEE entered into a Second Amendment to Route Specific Communications License dated September 16, 2015 (“Second Amendment”), which amended certain provisions of the License and extended the term to February 4, 2021; and

WHEREAS, CITY and LICENSEE entered into a Third Amendment to Route Specific Communications License dated February 26, 2021 (“Third Amendment”), which amended certain provisions of the License and extended the term to February 4, 2026, with the option of two (2) additional five (5) year renewal terms; and

WHEREAS, LICENSEE is a telecommunications company duly authorized to provide certain telecommunications services, and LICENSEE and CITY desire to exercise the first five (5) year renewal term commencing February 5, 2026, and expiring February 4, 2031, and further amend the License, as previously amended, as set forth in this Fourth Amendment.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Name Change.**

Beginning on the effective date of this Fourth Amendment and continuing through the remaining term of the Agreement, the name of the Licensee is changed from **SPRINT COMMUNICATIONS COMPANY L.P.**, a Delaware limited partnership, to **COGENT FIBER LLC**, a Delaware limited liability company. Any reference to “Sprint Communications Company L.P.” in the License or any amendments thereto shall refer to “Cogent Fiber LLC.”

2. **Cost.**

For the Renewal Term and any subsequent term, LICENSEE shall pay a license fee to CITY as follows:

- (a) A lump sum, in advance, for the entire Renewal Term, as calculated by the terms of the First Amendment, which sum for the Renewal Term due February 5, 2026 is \$137,441.40 or
- (b) an annual license payment due February 5 of each year of the Renewal Term, with the first payment of \$27,488.28 due

February 5, 2026. Each annual payment which comes due shall increase three percent (3%).

The method of payment (*i.e.*, lump sum or annual payments) shall be at the sole option of LICENSEE, shall be selected at the outset of the Renewal Term and any subsequent term, and shall be binding for the length of each term.

Should the LICENSEE exercise the renewal option(s) following the Renewal Term for this Fourth Amendment, the license fee for the successive renewal term shall be calculated by increasing the license fee for the previous term by an annual rate of three percent (3%). The licensee fee for the successive renewal term will be due in lump sum or annual payments as outlined in Sub-section (b) above, without invoice, upon exercise of the renewal option.

3. **Ratification of License.**

Except as is explicitly amended hereby, the License shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, the First Amendment, the Second Amendment, the Third Amendment, and as amended by this Fourth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES TO FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed in duplicate the day and year first above written.

LICENSOR:

CITY OF PLANO, TEXAS, a home rule city and municipal corporation

Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

for Paige Mims, CITY ATTORNEY

LICENSEE:

COGENT FIBER LLC, a Delaware limited liability company (fka SPRINT COMMUNICATIONS COMPANY L.P., a Delaware limited partnership)

By: *Dave Schaeffer*
Dave Schaeffer (Nov 21, 2025 17:56:06 EST)

Name: David Schaeffer

Title: President & CEO