AMENDMENT NO. 1 TO
AT&T MASTER AGREEMENT

This Amendment No. 1 (this "Amendment"), effective as of the first date when it has been signed by both and amending that certain AT&T Master Agreement effective as of June 15, 2020 (as amended, restated or otherwise modified to date, the "Agreement") is between AT&T Corp.("AT&T"), and League of Oregon Cities ("Customer;" each of Customer and AT&T, a "Party," and Customer and AT&T, together, the "Parties").

Preliminary Statement

The Parties wish to amend the Agreement. Accordingly, the Parties agree:

1. Administrative Fees. Section 3 (Administrative Fees) of the Agreement is hereby deleted in its entirety and replaced with the following:

3. Administrative Fees

3.1 Calculation. AT&T shall pay NPPGov an administrative fee ("Administrative Fees") equal to 1% of Net Sales of AT&T Mobility products and services less taxes and fees.

3.2 Payment. AT&T may elect to pay Administrative Fees via either hard copy check or Electronic Funds Transfer (EFT). In either case, the Administrative Fees shall be due no later than the sixtieth (60th) day after the end of each month. On or before that day, AT&T shall remit to NPPGov the monthly Administrative Fees for the prior period's purchases.

Administrative Fee hard copy checks must be made payable to NPPGov and sent to:

For checks sent via USPS mail:

National Purchasing Partners
P.O. Box 749720
Los Angeles, CA 90074-9720

For checks sent via overnight courier:

Bank of America Services
Lockbox 749720
2706 Media Center Drive
Los Angeles, CA 90065-1733

2. Miscellaneous.

a. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment have the meanings ascribed to them in the Agreement.

b. No Other Changes. The terms and conditions of the Agreement in all other respects remain unchanged and in full force and effect.

c. Integration. This Amendment constitutes the entire agreement of the Parties as to its subject matter, and there are no other representations, understandings, or agreements between the Parties as to such subject matter.

d. Facsimile Signatures. An original signature to this Amendment that is transmitted by a Party via facsimile or other electronic transmission of a scanned document (e.g., .pdf or similar format) shall be a true and valid signature for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

e. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

LEAGUE OF OREGON CITIES	**AT&T CORP.**
DocuSigned by:	DocuSigned by:
By: Patricia M. Mulvihill A49AFD929F7246E...	By: Jack Wildermuth C3440793EABD4AD...
Name:	Name:
Title:	Title:
Date:	Date: