

Site No: LA02089A
Market: Southern California

FIRST AMENDMENT TO SCHEDULE OF LEASED PROPERTY

This First Amendment to Schedule of Leased Property (the "First Amendment") is effective as of the last signature below (the "Effective Date") by and between **City of Huntington Beach, a municipal corporation** ("Lessor") and **T-Mobile West LLC, a Delaware limited liability company**, as successor in interest to Pacific Bell Mobile Services ("Lessee") (each a "Party", or collectively, the "Parties").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Master Communication Site Lease Agreement dated April 18, 1996, and the subsequent Schedule of Leased Property dated April 18, 1996 (the "Lease") regarding the leased premises ("Premises") located at 7111 Talbert Avenue, Huntington Beach, CA 92647 (the "Lessor's Property").

For good and valuable consideration, Lessor and Lessee agree as follows:

1. Notwithstanding anything to the contrary in the Lease, at the expiration of the Lease, the term of the Lease will automatically be extended for five (5) additional and successive five (5) year terms, each included as Renewal Term. Commencing on the first day of the first month following execution of the First Amendment, the Rent shall be adjusted and Lessee shall pay Lessor Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00) per month as Rent, partial calendar months to be prorated in advance, due by the fifth (5th) day of each calendar month.

Thereafter, notwithstanding anything to the contrary in the Lease, the Rent will escalate by four percent (4%) on the anniversary of the date of execution of the First Amendment.

2. Lessee will pay Lessor a one-time administrative fee of Five Thousand and 00/100 Dollars (\$5,000.00) due 60 days after execution of the First Amendment.
3. Any subleasing action, including collocation, requires Lessee to notify and obtain Lessor's approval. Before the Lessee may make any modifications to the site, its equipment, or antennas it must submit plans and a Letter of Authorization request to Lessor. Lessee must obtain all necessary permits and land use approvals before any modification will be approved.
4. The current Term of the Lease for the Premises shall continue until the expiration of the current Term on April 30, 2026. Each Renewal Term provided for in this First Amendment shall be on the same terms and conditions set forth in the Lease unless otherwise amended herein. The term of the Premises shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor or Lessor notifies Lessee in writing of either party's intention not to extend at least thirty (30) days before expiration of the current Term or Renewal Term. In the event that Lessor should choose not to renew this agreement during any renewal period, Lessee will be granted a twenty-four (24) month decommissioning period at the end of which all of Lessee's wireless equipment, facilities, and all other Lessee personal property must have been

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removed by Lessee at their sole cost and expense or (b) Lessor notifies Lessee in writing of their intention not to extend at least twenty-four (24) months before expiration of the current Renewal Term.

- 5. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: Lease Compliance/ LA02089A

If to Lessor:

City of Huntington Beach
 2000 Main Street
 Huntington Beach, California 92647
 Attn: Real Estate Services Manager

- 6. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Lessor's Property without additional payment or consideration.
- 7. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
- 8. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
- 9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment. If Lessor is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Lessor is solely responsible for all commission, fees or other payment to Agent and (b) Lessor shall not impose any fees on Lessee to compensate or reimburse Lessor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.

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- 10. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

LESSOR:

**City of Huntington Beach,
a municipal corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

**T-Mobile West LLC,
a Delaware limited liability company**

By: 

Print Name: Muhammed (Matt) Thebet

Title: Sr. Dir, Networks Eng & OPS

Date: 10/13/2025

APPROVED AS TO FORM

By: 
**MICHAEL J. VIGLIOTTA
CITY ATTORNEY
CITY OF HUNTINGTON BEACH**

