

**THIRD AMENDMENT TO SITE LICENSE AGREEMENT
BETWEEN CITY OF HUNTINGTON BEACH
AND CINGULAR WIRELESS, FOR A WIRELESS COMMUNICATIONS
FACILITY AT FIRE STATION 6-EDWARDS**

THIS THIRD AMENDMENT TO SITE LICENSE AGREEMENT (“**Amendment**”) is made and entered into as of the date of execution by the last party to sign (the “**Effective Date**”), by and between **The City of Huntington Beach**, a municipal corporation of the State of California (“**Licensor**”), and **T-Mobile West LLC**, a Delaware limited liability company, formerly known as **T-Mobile West Corporation**, a Delaware corporation, as successor-in-interest to **TMO CA/ NV LLC**, a Nevada limited liability company, formerly known as **Pacific Bell Wireless LLC**, a Nevada limited liability company, doing business as Cingular Wireless. (“**Licensee**”) (Collectively the “**Parties**”). The Parties hereto recite, declare, and agree as follows:

Recitals

A. The City of Huntington Beach and T-Mobile West LLC entered a Site Lease Agreement, dated December 16, 2002, as amended by that certain First Amendment to the Site Lease Agreement dated November 16, 2021, as amended by that certain Second Amendment to the Site Lease Agreement dated September 19, 2023 (collectively the “**Agreement**”) for the leased premises (as more fully described in the Agreement, the “**Premises**”) located at 18591 Edwards Street, Huntington Beach, California 92648 (the “**Property**”).

B. Parties desire to enter this Amendment to modify and amend certain provisions of the Agreement.

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, Parties agree as follows:

1. Renewal Term: Current term expires at midnight on January 31, 2028, Licensee shall have the right to extend this Agreement for additional five (5) successive five (5) year terms (each, a “**Renewal Term**”) following the final agreement end date of January 31, 2028 and on the same terms and conditions as set forth in the Agreement except as amended. The Agreement shall automatically renew for each successive Renewal Term unless either party notifies the other party, in writing, of their intention not to renew the Agreement at least thirty (30) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Licensee shall remain in possession of the Premises at the expiration of this Agreement without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Agreement, as amended.

2. Administrative Fee: Within Ninety (90) days of execution of this Third Amendment, Licensee will pay to Licensor a onetime Administrative Fee in the amount of Five Thousand Dollars and No Cents (\$5,000.00).

3. Rent: Beginning the first day of the first month following execution of this Third Amendment, monthly rent for the site will be Three Thousand Five Hundred Dollars and No Cents (\$3,500.00). Rent will continue to be subject to annual increases of four percent (4%) over the previous year. Annual rent increases will commence February 1st of each year.

4. Payment Due. The parties hereby agree that, as of the date of this Amendment, there are no payment obligations of Licensee under the Agreement, including but not limited to the payment of Rent, or other costs or fees, that are overdue.

5. Parties’ Notice Address. Licensee’s and Licensor’s notice address in the Agreement are deleted in their entirety and replaced with the following:

If to Licensee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. LA02543A

If to Licensor:

City of Huntington Beach
Real Estate Management
2000 Main Street
Huntington Beach, CA 92648

6. Terms: Conflicts. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meaning as such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

7. Approvals. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Licensor has obtained all such consents or approvals.

8. Authorization. The people who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

9. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

LICENSEE

T-Mobile West, LLC.
a Delaware limited liability corporation

By: Geri Roper
Its: ~~Manager~~ Director

Date: 9/19/24

Print name
By: Geri Roper

Its: Director
Date: _____

Digitally signed by
TMO Legal
Date: 2024.09.19
16:20:36
-04'00'

LICENSOR:

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: _____
Its: Mayor

Date: _____

By: _____
Its: City Clerk

Date: _____

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

[Signature]
Michael E. Gates, City Attorney

can

INITIATED AND APPROVED:

[Signature]
Director of Public Works



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

6/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Continental Casualty Company	20443	INSURER B: The Continental Insurance Company	35289	INSURER C: Transportation Insurance Company	20494	INSURER D:		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 19094841 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD/SUBR (NSD/ WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y Y	7012343900	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	7012343878	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEQ <input checked="" type="checkbox"/> RETENTION \$ 10,000	N N	7014886953 SIR applies per policy terms & conditions	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,OR,WI)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 The Certificate Holder and other entities defined by written contract, statute, permit application or written agreement are additional insureds on a primary and non-contributory basis under general liability and are additional insured under automobile liability as required by written contract. Waiver of Subrogation applies under general liability and automobile liability as required by written contract. **See Attached Endorsements** LA02543A - 18591 EDWARDS ST Huntington Beach, CA 92648

APPROVED AS TO FORM
 By:
MICHAEL E. GATES

CERTIFICATE HOLDER 19094841 City of Huntington Beach Attn: Real Estate Services Manager 2000 Main Street Huntington Beach CA 92648	CANCELLATION See Attachments CITY ATTORNEY CITY OF HUNTINGTON BEACH SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CNA PARAMOUNT

Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

- A. The WHO IS AN INSURED is amended to add as an Insured any state or governmental agency or subdivision or political subdivision shown in the Schedule that has issued a permit or authorization for operations performed by or on behalf of the Named Insured, but only with respect to bodily injury, property damage or personal and advertising injury arising out of the permitted or authorized operations.

However, if coverage for the additional insured is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional Insured with:

- 1. coverage broader than required by such contract or agreement; or
- 2. a higher limit of insurance than required by such contract or agreement.

- B. This insurance provided to the additional insured does not apply to:

- 1. bodily injury, property damage or personal and advertising injury arising out of operations performed for the federal government, state or municipality; or
- 2. bodily injury or property damage included within the products-completed operations hazard.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





CNA PARAMOUNT

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Additional Insured Person(s) Or Organization(s)
CITY OF HUNTINGTON BEACH, ITS OFFICERS ELECTED OR APPOINTED OFFICIALS , EMPLOYEES AGENTS AND VOLUNTEERS

10020000070129439000027





CNA PARAMOUNT

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional Insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the Insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment Code: D559285 Certificate ID: 19094841



**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other

insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and
would not seek contribution from any other insurance available to the additional insured.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below,

CNA74987XX (1-15)

Page 1 of 1

CONTINENTAL CASUALTY COMPANY

Insured Name: T-MOBILE US, INC.

Policy No: 7012343900
Endorsement No:
Effective Date: 5/1/2024



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: T-MOBILE US, INC. Endorsement Effective Date: 5/1/2024
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SCHEDULE
Name Of Person(s) Or Organization(s): Where required by written contract executed prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an " Insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor

Form No: CA 20 48 10 13 Endorsement Effective Date: 5/1/2024 Underwriting Company: Continental Casualty	Policy No: 7012343878 Policy Effective Date: 5/1/2024 Policy Page:
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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such written contract; or
 - B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. The written contract requires you to provide the additional insured such coverage; and
 - 2. This Coverage Part provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the written contract; or
 - 2. A higher limit of insurance than what you are required to provide by the written contract.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such written contract; or
- B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. The written contract requires you to provide the additional insured such coverage; and
 - 2. This Coverage Part provides such coverage.

- III. But if the written contract requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

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CNA75079XX (3.22)

Policy No: 7012343900

Page 1 of 3
CONTINENTAL CASUALTY COMPANY
Insured Name: T-MOBILE US, INC.

Endorsement No: 21
Effective Date: 5/1/2024



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the written contract requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

V. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

VI. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this Coverage Part:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The bodily injury or property damage; or
 - 2. The offense that caused the personal and advertising injury;
 for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the bodily injury or property damage occurrence or personal and advertising injury offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75079XX (3-22)

Policy No: 7012343900

Page 3 of 3
CONTINENTAL CASUALTY COMPANY
Insured Name: T-MOBILE US, INC.

Endorsement No: 21
Effective Date: 5/1/2024



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has Issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)
Endorsement Effective Date: 5/1/2024
Endorsement No:
Underwriting Company: Continental Casualty Company

Policy No: 7012343878
Policy Effective Date: 5/1/2024
Policy Page: