

**AMENDMENT NO. 2 TO  
SCHEDULE NO. 2 OF LEASED PROPERTY**

THIS AMENDMENT NO. 2 TO SCHEDULE NO. 2 OF LEASED PROPERTY (this "Second Amendment") is dated and made effective as of the date of the last party to sign ("Effective Date"), by and between the CITY OF HUNTINGTON BEACH ("Lessor"), with a mailing address of P.O. Box 711, Huntington Beach, California 92648-0711, and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS**

WHEREAS, Lessor and Pacific Bell Mobile Services, a California corporation ("Original Lessee") entered into a Schedule No. 2 of Leased Property dated April 18, 1996 ("Original Schedule No. 2"), which is subject to the terms and conditions of that certain Master Communications Site Lease Agreement of even date (as amended, the "Master Lease"), a memorandum of which was recorded in the official records of Orange County, California (the "Official Records") on June 17, 1996 at Document No. 19960305029, whereby Original Lessee leased certain real property, together with access and utility easements, located in Orange County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, Original Schedule No. 2 was amended by that certain Amendment No. 1 to Schedule No. 2 of Leased Property dated June 20, 2011 (Original Schedule No. 2 and all subsequent amendments are hereinafter referred to as "Schedule No. 2"); and

WHEREAS, T-Mobile West Tower LLC is currently the lessee under Schedule No. 2 and the Master Lease as ultimate successor in interest to Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, Schedule No. 2 had an initial term that commenced on May 1, 1996 and expired on April 30, 2001. The Master Lease provided for five (5) renewal terms of five (5) years each, all of which were exercised by Lessee. According to the Master Lease, the final renewal term expires on April 30, 2026; and

WHEREAS, Lessor and Lessee desire to amend Schedule No. 2 on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in Schedule No. 2 and the Master Lease.

2. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the full execution of this Second Amendment (and any applicable memorandum of amendment) (the "Conditional Signing Bonus"). Lessee will pay the Conditional Signing Bonus to Lessor within thirty (30) days of the full execution of this Second Amendment (and any applicable memorandum of amendment). In the event that this Second Amendment (and any applicable memorandum of amendment) is not fully executed

by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

3. Term. Original Schedule No. 2 is hereby amended to add the following:

(f) Notwithstanding Section 1.04 of the Master Lease, the term of the Lease for the Premises (“Term”) shall be for five (5) years commencing on May 1, 1996. Lessee shall have the right to extend the Term of Schedule No. 2 for seven (7) additional terms of five (5) years each (each a “Renewal Term”). Each Renewal Term shall be on the same terms and conditions set forth herein, subject to the Master Lease. The Term 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 prior to expiration of the then current initial term or any Renewal Term.

Lessor and Lessee hereby acknowledge that Lessee has exercised five (5) Renewal Terms, leaving a balance of two (2) Renewal Terms, with the final Renewal Term expiring on April 30, 2036.

4. One-Time Rent Increase. On January 1, 2025, the monthly Rent shall increase to Three Thousand One Hundred and 00/100 Dollars (\$3,100.00) per month. Following such increase, the monthly Rent shall continue to adjust pursuant to Section 5 below.

5. Rent Escalations. Commencing on May 1, 2026 and every year thereafter (each an “Adjustment Date”), the monthly Rent shall increase by an amount equal to three and one-half percent (3.5%) of the monthly Rent in effect for the month immediately preceding the Adjustment Date. Such Rent escalations shall replace any Rent escalations currently in Schedule No. 2 and the Master Lease (as it relates to Schedule No. 2).

6. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Lessee. In the event the Premises is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the Rent to the new lessor. Lessor’s failure to provide the IRS Form W-9 within thirty (30) days after Lessee’s request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

7. Notices. Lessee’s notice address as stated in Schedule No. 2 and the Master Lease is amended as follows:

Lessee: T-Mobile West Tower LLC  
12920 S.E. 38th Street  
Bellevue, WA 98006  
Attention: Leasing Administration

With a copy to:  
T-Mobile West Tower LLC  
c/o CCTMO LLC  
Attn: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

8. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under Schedule No. 2, Schedule No. 2 is in full force and effect, and Schedule No. 2, as amended herein, together with the Master Lease, contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under Schedule No. 2 and the Master Lease.

d) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Master Lease and Schedule No. 2, as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Master Lease and Schedule No. 2, as amended hereby.

9. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, Schedule No. 2 remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and Schedule No. 2, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this Second Amendment ("Memorandum") in the Official Records at any time following the execution of this Second Amendment by all parties hereto.

~~11. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Second Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Second Amendment and executed and adopted by a party with the intent to sign such Second Amendment, including facsimile or email electronic signatures.~~

*[Execution Pages Follow]*

This Second Amendment is executed by Lessor as of the date written below.

**LESSOR:**  
CITY OF HUNTINGTON BEACH

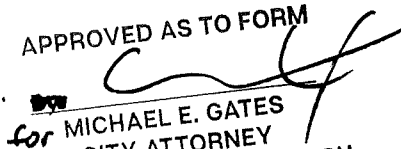
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Lessee Execution Page Follows]*


APPROVED AS TO FORM  
  
for MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

This Second Amendment is executed by Lessee as of the date written below.

**LESSEE:**

T-MOBILE WEST TOWER LLC,  
a Delaware limited liability company,

By: CCTMO LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

By:  \_\_\_\_\_  
Name: **Lisa A. Sedgwick** \_\_\_\_\_  
Title: **Sr. Mgr Real Estate** \_\_\_\_\_  
Date: **09/03/24** \_\_\_\_\_