

**SECOND AMENDMENT TO SCHEDULE OF LEASED PROPERTY
FOR FIRE STATION NO. 7**

This Second Amendment to Schedule of Leased Property for Fire Station No. 7 ("**Second Amendment**") is made as of the date of the latter signature below ("**Effective Date**") by and between City of Huntington Beach, a municipal corporation ("**Lessor**"), and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless ("**Lessee**"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Lessor is the owner of that certain real property located at 3831 Warner Avenue, Huntington Beach, California (the "**Lessor's Property**").

B. Lessor and Lessee are parties to that certain Schedule of Leased Property for Fire Station No. 7 (the "**Schedule**"), pursuant to which Lessee leases from Lessor a portion (the "**Premises**") of Lessor's Property for the construction, installation, maintenance, improvement and operation of a communications facility.

C. The Schedule is subject to the terms and conditions of the Master Communications Site Lease Agreement dated August 3, 1998 (the "**Lease**"), and the First Amendment to Schedule of Leased Property for Fire Station No. 7 dated April 28, 2014 (the "**First Amendment**") between the parties.

D. Use of the Premises is further subject to that certain Use Authorization and Consent Agreement dated September 17, 2007 (the "**Colocation Agreement**") between the City and California Tower Inc.

E. Lessee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with California Tower, Inc., a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

F. Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

G. Pursuant to this Second Amendment, Lessor and Lessee desire to amend the Schedule to update terms relating to rent payment and renewal options, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of the lease for the Schedule (“Term”) shall be from the Effective Date through December 1, 2028. Thereafter, Lessee shall have the right to extend the Term of the Schedule for ten (10) additional terms (“Renewal Terms”) of five (5) years each. Each Renewal Term shall be on the same terms and conditions set forth herein. The term of the Schedule shall automatically be extended for each successive Renewal Term, unless Lessee notifies Lessor, or Lessor notifies Lessee in writing of either parties’ intention not to extend at least thirty (30) days prior to the expiration of the original Term or Renewal Term.

2. Rent.

a) Upon the Effective Date, Lessee shall pay Lessor, as rent, the sum of two thousand seven hundred eighteen dollars and twenty-six cents (\$2,718.26) per month (“Rent”) for the duration of the Term. Rent shall be payable on the first day of each month, in advance, to Lessor at City of Huntington Beach, City Treasurer’s Office, P.O Box 711, Huntington Beach, CA 92648. If the Effective Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term, the prorated Rent for the remainder of the calendar month in which the Term commences. Thereafter, Lessee shall pay a full month’s Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month, or if the Schedule is terminated, before the expiration of any month for which Rent should have been paid.

b) For the First Renewal Term commencing December 2, 2028, Lessee shall pay Rent, increased to reflect the then-current appraised value of the Schedule. Lessor shall retain a third-party appraiser to determine such value.

c) Upon the commencement of December 2, 2023 and any subsequent Renewal Term, Lessee shall pay the then-current Rent, increased by fifteen percent (15%) from the previous Renewal Term.

3. Notices. The Parties acknowledge and agree that Section 11.02 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: City of Huntington Beach, Attn.: Real Estate Management, 2000 Main ST Huntington Beach CA, 92648; with a copy to: City of Huntington Beach, Attn.: City Manager’s Office, 2000 Main ST Huntington Beach CA, 92648; with an additional copy to: City of Huntington Beach, Attn.: City Attorney’s Office, 2000 Main ST Huntington Beach CA, 92648 ; to Lessee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

4. Continued Effect. Except as specifically modified or supplemented by this Second Amendment, all of the terms and conditions of the First Amendment, Schedule, and Lease, shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease, Schedule, First Amendment, and this Second Amendment, the terms and provisions of this Second Amendment shall control with respect to the subject matter herein, followed, in order of precedence, by the First Amendment, Schedule, and Lease. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Schedule. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

5. Ratification and Reaffirmation. Lessor and Lessee do hereby ratify, reaffirm, adopt, contract for, and agree to be or continue to be, as the case may be, bound by all of the terms and conditions of each agreement referenced in the Recitals above. Except as modified herein, all of the terms and conditions of each agreement is incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by Lessor and Lessee is not intended to and shall not constitute a release of Lessor and/or Lessee from any and all obligations, limitations, or liabilities which they have to each other under and pursuant to the terms of the First Amendment, Colocation Agreement, Schedule, or Lease, and Lessor and Lessee are not released from any such obligations, limitations, or liabilities.

[SIGNATURES ON IMMEDIATELY FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to be executed by each party's duly authorized representative effective as of the date of full execution below.

LESSOR:

City of Huntington Beach,
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

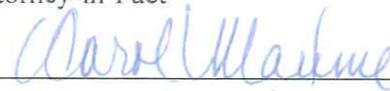


City Attorney CJ

LESSEE:

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: California Tower, Inc., a Delaware corporation
Title: Attorney-in-Fact

By: 
Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 11/30/2023