

## FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (this "First Amendment") is dated and made effective as of the date of the last party to sign ("Effective Date"), by and between CITY OF PALM DESERT, a municipal corporation ("City"), with a mailing address of Attn: Finance Director, 73510 Fred Waring Drive, Palm Desert, California 92260, and STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through GLOBAL SIGNAL ACQUISITIONS III LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

### RECITALS

WHEREAS, City and Cox PCS Assets, L.L.C., a Delaware limited liability company ("Original Lessee") entered into a Communications Site Lease Agreement dated July 19, 2001 (the "Lease"), a memorandum of which was recorded in the official records of Riverside County, California (the "Official Records") on August 30, 2001 at Document No. 2001-418647, whereby Original Lessee leased certain real property, together with access and utility easements, located in Riverside County, California from City (the "Leased Land"), all located within certain real property owned by City ("City Property"); and

WHEREAS, STC One LLC, registered in California as Tower Company One LLC, is currently the lessee under the Lease as ultimate successor in interest to Original Lessee; and

WHEREAS, the Leased Land 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, the Lease had an initial term that commenced on July 19, 2001 and expired on July 18, 2011. The Lease provided for three (3) renewal terms of five (5) years each, all of which were exercised by Lessee. According to the Lease, the final renewal term expires on July 18, 2026; and

WHEREAS, City and Lessee desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, City 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 the Lease.

2. Term. The first sentence of Section 3.3 of the Lease, and only that sentence, is hereby deleted and the following is inserted in its place:

Lessee shall have the option to renew this Lease on the terms and conditions herein contained for nine (9) additional five (5) year periods (each, a "Renewal Term") upon written notice to City of Lessee's intent to do so at least sixty (60) days prior to the expiration of the preceding term.

City and Lessee hereby acknowledge that Lessee has exercised three (3) Renewal Terms, leaving a balance of six (6) Renewal Terms, with the final Renewal Term expiring on July 18, 2056.

3. Monthly Rent. City and Lessee acknowledge and agree that annual rent is due on August 1st of each year pursuant to the Lease and beginning August 1, 2025 the rent shall be paid monthly on the first day of each month. On August 1, 2025, the monthly rent shall increase to Two Thousand Six Hundred and 00/100 Dollars

(\$2,600.00) per month. This rent increase replaces and is in lieu of any regular rent increase scheduled to occur pursuant to the Lease on or after August 1, 2025. Following such increase, the monthly rent shall continue to adjust to Section 4 of this First Amendment. Lessee shall pay City any back dated amounts due under this Section (if any) within sixty (60) days following the Effective Date, including the increased annual rent described herein should this First Amendment be executed after August 1, 2025.

4. Rent Escalation. Commencing on August 1, 2026, and every year thereafter (each an "Adjustment Date"), the monthly rent shall increase by an amount equal to three percent (3%) of the monthly rent in effect for the month immediately preceding the Adjustment Date.

5. Lessee Modifications. In the event that Lessee and its authorized sublessees seek to modify Lessee Facilities, expand the Leased Land, or install new, additional, replacement or upgraded equipment and other supporting appurtenances that are not specifically described and depicted in Exhibit B, Lessee shall submit a written proposal and a detailed site plan depiction to the City for its prior review and written approval, which such approval shall not be unreasonably withheld, conditioned, or delayed.

6. City Termination. Commencing on the tenth anniversary of the Effective Date of this First Amendment, City may terminate the Lease at any time upon twelve (12) months advance written notice if City determines in good faith that the Leased Land is needed for public purposes for any and all current and future uses necessary for City's municipal needs. Notwithstanding anything stated to the contrary in the Lease, if City terminates pursuant to this Section, Lessee will have one hundred twenty (120) days following the effective date of such termination to remove Lessee's personal property and restore the Leased Land in accordance with the requirements set forth in the Lease. City's exercise of the Relocation Right (defined below), extinguishes Lessor's termination right under this Section.

7. Lessee Relocation.

a) Commencing on the tenth anniversary of the Effective Date of this First Amendment, if City determines in good faith that the Leased Land is needed for public purposes for any and all current and future uses necessary for City's municipal needs, City shall have the one-time right, exercisable at any time, to require Lessee to relocate Lessee's Facilities or a portion thereof to a new location upon the City Property upon eighteen (18) months advance written notice, and will use good faith efforts to provide another mutually acceptable City location on the City Property for such relocation ("Relocation Site"); provided Lessee is not in default under the Lease beyond any applicable cure period ("Relocation Right"). Lessee shall be solely responsible at its cost for relocating Lessee's Facilities and obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the relocation of Lessee's Facilities. Upon relocation of Lessee's Facilities, the access and utility easement(s) of Lessee will be relocated as required to operate and maintain Lessee's Facilities at a location approved by the City via prior written consent, which such consent shall not be unreasonably withheld, conditioned, or delayed. Lessee shall have a right to terminate this Lease upon ninety (90) days prior written notice to City if Lessee's relocation of Lessee's Facilities to the mutually agreeable alternative location on the City Property is technically infeasible.

b) Upon relocation of Lessee's Facilities, or any part thereof, to the Relocation Site, all references to the Leased Land in the Lease will be deemed to be references to the Relocation Site. City and Lessee hereby agree that the Relocation Site (including the access and utility right of way) will be surveyed by a licensed surveyor with the costs paid solely by Lessee, and such survey will then replace the previous survey and legal description of the Leased Land and become a part hereof and will be the controlling description, upon the prior review and written consent of City. City and Lessee shall execute an amendment to the lease to update the new Leased Land of record. City and Lessee hereby agree that in no event will the relocation of Lessee's Facilities, or any part thereof, under subsection (a), above, affect, alter, modify or otherwise change any of the terms and conditions and of the Lease as may be amended, unless changes are agreed to in writing by both parties.

8. IRS Form W-9. City agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Leased Land 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. City'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.

9. Notices. The parties' notice addresses as stated in the Lease are amended as follows:

City: The City of Palm Desert  
Attn: Finance Director  
73510 Fred Waring Drive  
Palm Desert, CA 92260

Lessee: STC One LLC  
Attn: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

10. Ratification.

a) City and Lessee agree that the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between City and Lessee with respect to the Leased Land.

b) City represents and warrants that City is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Lease as amended.

11. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of City and Lessee. This First 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.

12. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment ("Memorandum") in the Official Records at any time following the execution of this First Amendment by all parties hereto. In addition, Lessee shall have the right in its discretion, to record a notice of agreement, affidavit or other form to be determined by Lessee without City's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this First Amendment.

13. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this First 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 First Amendment and executed and adopted by a party with the intent to sign such First Amendment, including facsimile or email electronic signatures.

*{Execution Pages Follow}*

This First Amendment is executed by City as of the date written below.

**CITY:**  
CITY OF PALM DESERT,  
a municipal corporation

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

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

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

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

*[Lessee Execution Page Follows]*

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

**LESSEE:**  
STC ONE LLC,  
a Delaware limited liability company,  
registered in California as TOWER COMPANY ONE  
LLC


By: GLOBAL SIGNAL ACQUISITIONS III LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

By: \_\_\_\_\_  
Name: Matthew Norwood  
Title: Dir Nat'l RE Ops  
Date: 03/03/2026

Exhibit B

Site Plan

**RECEIVED**  
JUL 30 2001



**Sprint PCS**  
**SOCCER PARK**  
**RV03XC083E**  
**74735 HOVLEY LANE**  
**PALM DESERT, CA 92660**

PROJECT	SOCCER PARK
DATE	07/25/01
STATUS	CONSTRUCTION
PROJECT NO.	
CLIENT	
DESIGNER	
DATE	
SCALE	
BY	
CHECKED BY	
DATE	
PROJECT NO.	
CLIENT	
DESIGNER	
DATE	
SCALE	
BY	
CHECKED BY	
DATE	

**PROJECT DESCRIPTION**

APPLICANT/LESSEE: SPRINT PCS, 10000 S. CENTRAL EXPRESSWAY, SUITE 100, PALM DESERT, CA 92660. PROJECT NO. RV03XC083E. PROJECT NAME: SOCCER PARK. PROJECT ADDRESS: 74735 HOVLEY LANE, PALM DESERT, CA 92660.

**APPLICANT'S REPRESENTATIVE**

NAME: [Redacted] TITLE: [Redacted] COMPANY: [Redacted] ADDRESS: [Redacted] PHONE: [Redacted] FAX: [Redacted] EMAIL: [Redacted]

**CODE COMPLIANCE**

SURVEYOR: [Redacted] LICENSE NO. [Redacted] DATE: [Redacted]

CIVIL ENGINEER: [Redacted] LICENSE NO. [Redacted] DATE: [Redacted]

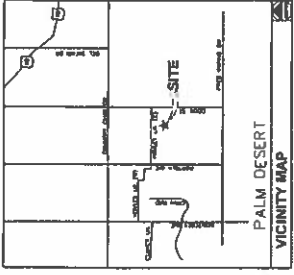
STRUCTURAL ENGINEER: [Redacted] LICENSE NO. [Redacted] DATE: [Redacted]

ELECTRICAL ENGINEER: [Redacted] LICENSE NO. [Redacted] DATE: [Redacted]

UTILITY COORDINATOR: [Redacted] LICENSE NO. [Redacted] DATE: [Redacted]

**PROJECT TEAM**

OWNER: SPRINT PCS  
DESIGNER: [Redacted]  
CONTRACTOR: [Redacted]



**PALM DESERT VICINITY MAP**

**DRIVING DIRECTIONS**

FROM PALM DESERT: TAKE ROUTE 111 WEST ON CENTRAL EXPRESSWAY TO HOVLEY LANE. TURN RIGHT ON HOVLEY LANE. THE PROJECT IS LOCATED ON THE WEST SIDE OF HOVLEY LANE, APPROXIMATELY 0.5 MILES SOUTH OF THE INTERSECTION WITH CENTRAL EXPRESSWAY.

**GENERAL CONTRACTOR NOTES**

DO NOT SCALE DRAWINGS

REVISIONS:

NO.	DATE	DESCRIPTION
1	07/25/01	ISSUED FOR PERMIT
2	07/25/01	ISSUED FOR CONSTRUCTION
3	07/25/01	ISSUED FOR RECORD

**SHEET INDEX**

SHEET NO.	TITLE
T1	SOCCER PARK
T2	SOCCER PARK
T3	SOCCER PARK
T4	SOCCER PARK
T5	SOCCER PARK
T6	SOCCER PARK
T7	SOCCER PARK
T8	SOCCER PARK
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T15	SOCCER PARK
T16	SOCCER PARK
T17	SOCCER PARK
T18	SOCCER PARK
T19	SOCCER PARK
T20	SOCCER PARK

**GENERAL CONTRACTOR NOTES**

DO NOT SCALE DRAWINGS

REVISIONS:

NO.	DATE	DESCRIPTION
1	07/25/01	ISSUED FOR PERMIT
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3	07/25/01	ISSUED FOR RECORD

**Sprint**  
Smart Plan  
4415 Central Expressway, Suite 100  
Ft. Lauderdale, FL 33309

**PROJECT INFORMATION**  
SOCER PARK  
RIVINGTON  
1425 RIVINGTON LANE  
FORT LAUDERDALE, FL 33304  
PROJECT NUMBER: 07/25/01

**DATE: 07/25/01**

**CONSTRUCTION**

**TETRA TECH**  
1425 RIVINGTON LANE  
FORT LAUDERDALE, FL 33304  
PHONE: (954) 575-3141  
FAX: (954) 575-3142

**REGISTERED PROFESSIONAL ENGINEER**  
NO. 68888  
STATE OF FLORIDA  
DATE: 07/25/01

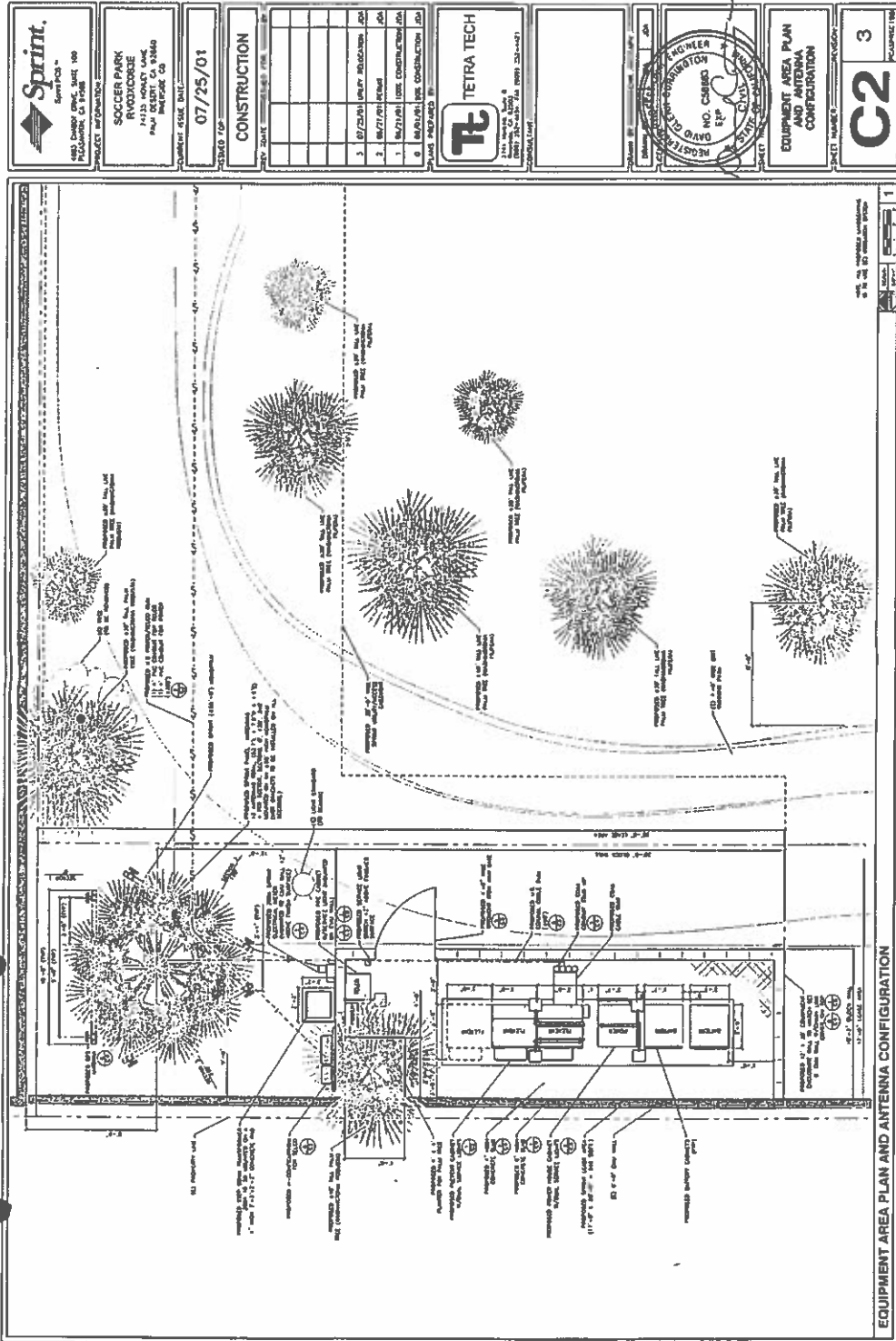
**GENERAL NOTES**  
ANTENNA & CABLE SCHEDULE  
MATERIAL LIST, LEGEND  
AND ABBREVIATIONS

**T2** 3

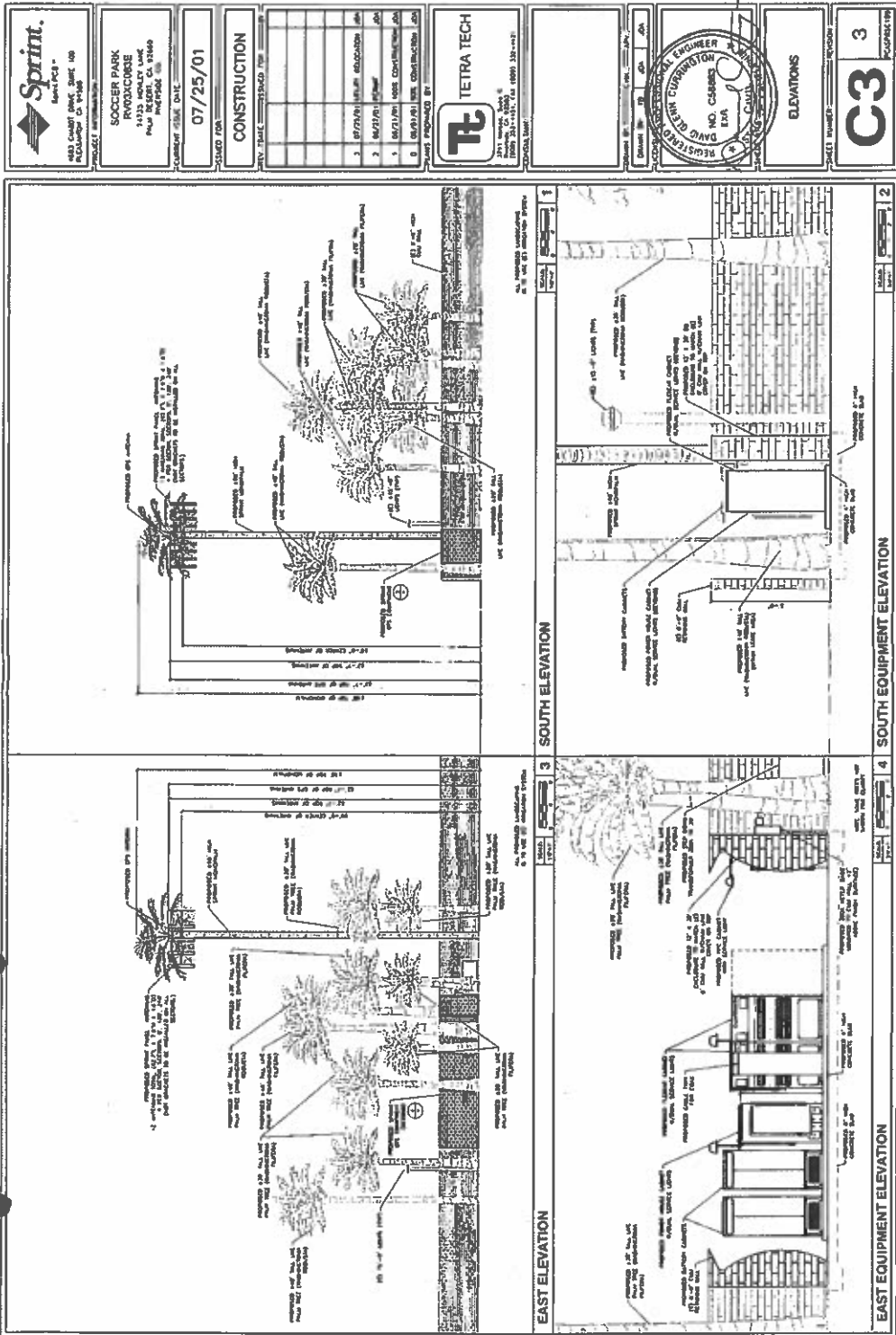
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Site Name: SOCCER PARK  
Business Unit #: 879884





Site Name: SOCCER PARK  
 Business Unit #: 879884



<p>Sprint Sprint PCS 4833 CAMDEN DRIVE, SUITE 100 COLUMBIA, SC 29904</p>		<p>SOCCER PARK RYWOODCOURSE 11150 RYWOODCOURSE LANE P.O. BOX 1000 RICHMOND, SC 29244</p>	<p>07/25/01</p>	<p>CONSTRUCTION</p>	<table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>07/25/01</td> <td>ISSUE FOR PERMITS</td> </tr> <tr> <td>2</td> <td>07/25/01</td> <td>ISSUE FOR PERMITS</td> </tr> <tr> <td>3</td> <td>07/25/01</td> <td>ISSUE FOR PERMITS</td> </tr> </table>	REV.	DATE	DESCRIPTION	1	07/25/01	ISSUE FOR PERMITS	2	07/25/01	ISSUE FOR PERMITS	3	07/25/01	ISSUE FOR PERMITS	<p>TETRA TECH</p> <p>11150 RYWOODCOURSE LANE RICHMOND, SC 29244 TEL: 803-233-1111 FAX: 803-233-1111</p>	<p>DATE: 07/25/01 SCALE: 1/8\"</p>	<p>REGISTERED PROFESSIONAL ENGINEER DAVID GERRARD CURRIE NO. 65883 S.C. ELECTRICAL</p>	<p>ELEVATIONS</p>	<p>3</p>
REV.	DATE	DESCRIPTION																				
1	07/25/01	ISSUE FOR PERMITS																				
2	07/25/01	ISSUE FOR PERMITS																				
3	07/25/01	ISSUE FOR PERMITS																				

**Sprint.**  
Sprint PCS  
1445 GARDEN AVENUE, SUITE 100  
ANN ARBOR, MI 48106

**SOCCER PARK  
RIVERSIDE**  
1000 UNIVERSITY AVENUE  
RIVERSIDE, CA 92508

**07/25/01**  
CURRENT ISSUE DATE

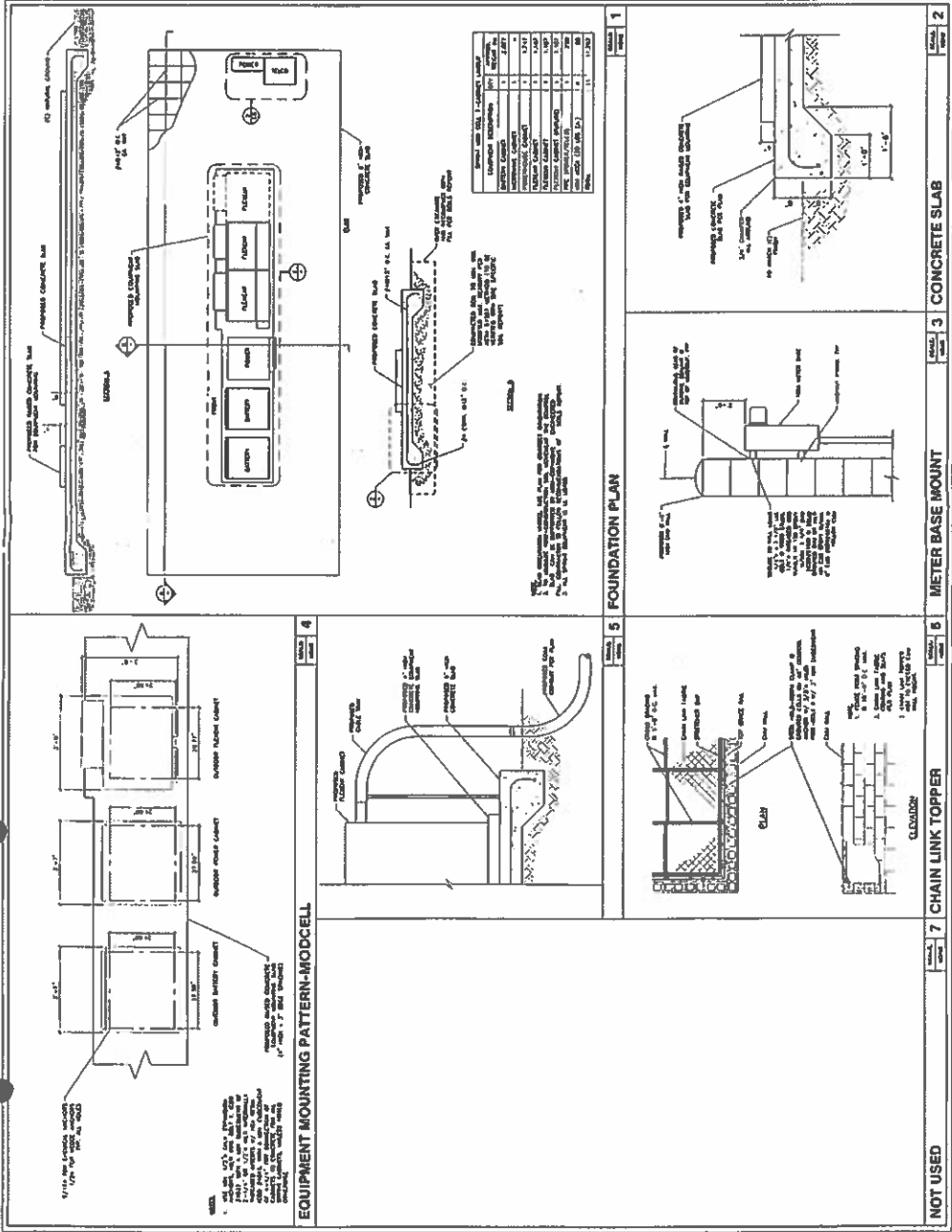
**CONSTRUCTION**  
PROJECT PHASES FOR

1	07/25/01	PLAN REVISIONS	01
2	08/27/01	PLAN REVISIONS	02
3	09/27/01	PLAN REVISIONS	03
4	10/27/01	PLAN REVISIONS	04
5	11/27/01	PLAN REVISIONS	05
6	12/27/01	PLAN REVISIONS	06
7	01/27/02	PLAN REVISIONS	07
8	02/27/02	PLAN REVISIONS	08
9	03/27/02	PLAN REVISIONS	09
10	04/27/02	PLAN REVISIONS	10
11	05/27/02	PLAN REVISIONS	11
12	06/27/02	PLAN REVISIONS	12

**TETRA TECH**  
1000 UNIVERSITY AVENUE  
RIVERSIDE, CA 92508  
TEL: 951-514-1111  
WWW.TETRA-TECH.COM

**REGISTERED PROFESSIONAL ENGINEER**  
DAVID GLENN FURBERG  
NO. C00083  
E.M.P.  
STATE OF CALIFORNIA  
CIVIL

**C4 3**  
FOUNDATION



Site Name: SOCCER PARK  
Business Unit #: 879884



	SOCCER PARK RYNDORF P.O. BOX 140 RYNDORF, IL 62451	07/25/01	CONSTRUCTION	1. 07/25/01 (DATE RELEASED) (DA) 2. 08/17/01 (REVISION) (RA) 3. 08/17/01 (DATE CONSTRUCTION) (DC)		REGISTERED PROFESSIONAL ENGINEER DAVID BIRNBAUM NO. C5880 EXP. 12/31/02	DETAILS	C6 3 KANSAS 198
	PROJECT INFORMATION	CONTRACT ISSUE DATE	ISSUED FOR	SHEET NUMBER				

**NOTES:**

1. WALL SHALL BE 3' HIGH, 8" THICK, AND CONSTRUCTED WITH 8" CMU BLOCKS.
2. WALL SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT.
3. WALL SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT.
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**CONCRETE:**

1. ALL CONCRETE SHALL BE 3000 PSI.
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**FINISHES:**

1. ALL FINISHES SHALL BE AS SHOWN.
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**3' HIGH BLOCK WALL & NOTES**

1. WALL SHALL BE 3' HIGH, 8" THICK, AND CONSTRUCTED WITH 8" CMU BLOCKS.

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**Sprint**  
Sprint-Net  
4883 ENERGY BLVD, SUITE 100  
MCKINNEY, TX 75069

**PROJECT INFORMATION**  
SOCCER PARK  
RVDX000000E  
17135 WINDLEY LAKE  
MCKINNEY, TX 75069

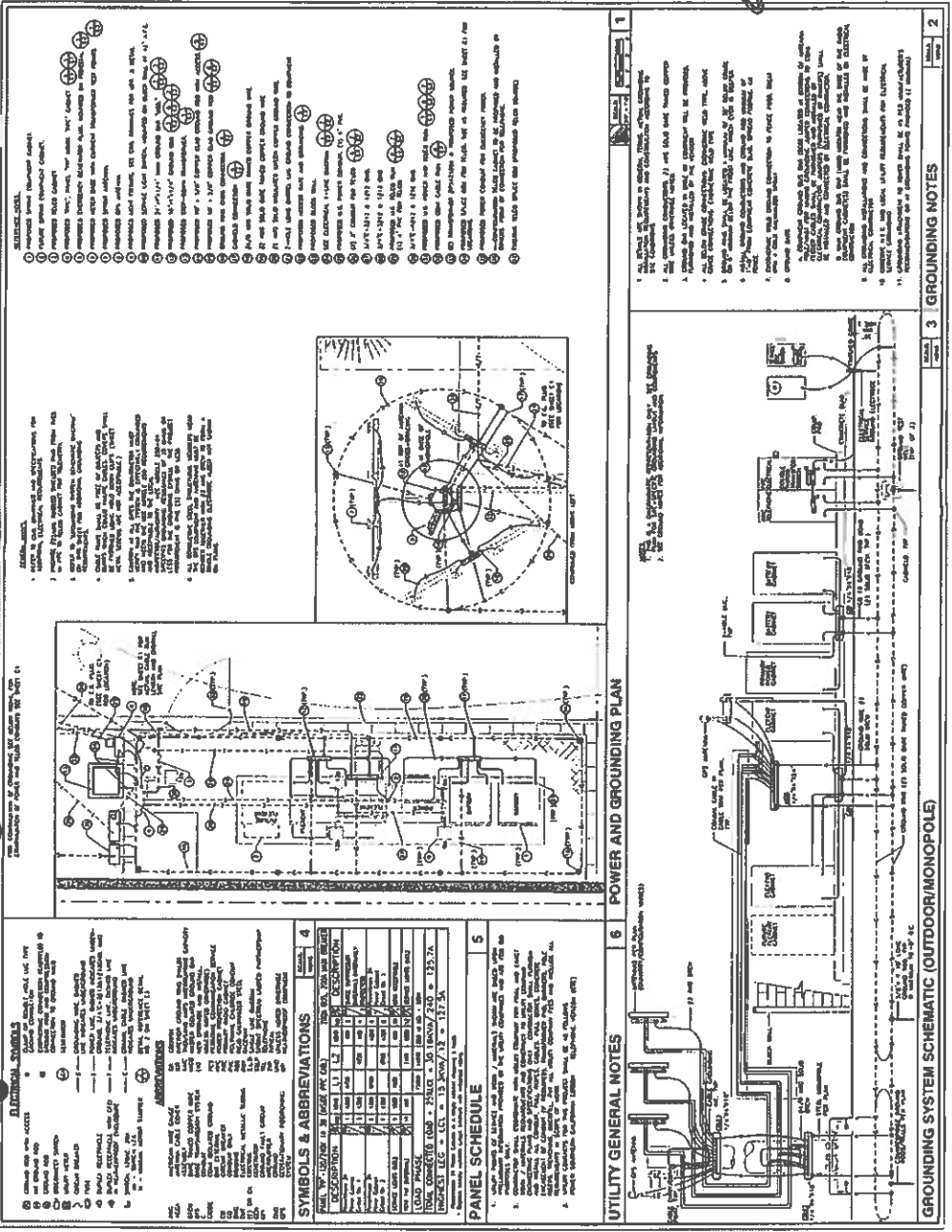
**DATE**  
07/26/01

**STATUS**  
CONSTRUCTION

**PROJECT NUMBER**  
E1 0

**CLIENT**  
TETRA TECH

**DESIGNER**  
JD Brandt  
JD Brandt Company  
17135 WINDLEY LAKE  
MCKINNEY, TX 75069  
TEL: 972-562-1122  
FAX: 972-562-1123  
WWW: WWW.JDBRANDT.COM



Site Name: SOCCER PARK  
Business Unit #: 879884





