

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 ("Lessor"), with a mailing address of Attn: Finance Director, 73510 Fred Waring Drive, Palm Desert, California 92260, 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, Palm Desert Redevelopment Agency ("Original Lessor") and Cingular Wireless LLC, a Delaware limited liability company, on behalf of Pacific Bell Wireless, LLC, a Delaware limited liability company, d/b/a Cingular Wireless ("Original Lessee") entered into a Communications Site Lease Agreement dated June 27, 2002 (the "Lease"), a memorandum of which was recorded in the official records of Riverside County, California (the "Official Records") on September 6, 2002 at Document No. 2002-495667, whereby Original Lessee leased certain real property, together with access and utility easements, located in Riverside County, California from Original Lessor (the "Premises"), all located within certain real property approximately located at 43880 San Pablo Avenue, Palm Desert, California (APN 622-250-014-2) owned by Original Lessor ("Lessor's Property"); and

WHEREAS, City of Palm Desert is currently the lessor under the Lease as successor in interest to Original Lessor; and

WHEREAS, T-Mobile West Tower LLC is currently the Lessee under the 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, the Lease had an initial term that commenced on November 7, 2002 and expired on November 6, 2007. The Lease provides for five (5) renewal terms of five (5) years each, four (4) of which were exercised by Lessee. According to the Lease, the final renewal term expires on November 6, 2032; and

WHEREAS, Lessor 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, 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 the Lease.

2. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for the full execution of this First Amendment (and any applicable

memorandum of amendment) (“Conditional Signing Bonus”). Lessee will pay the Conditional Signing Bonus to Lessor within sixty (60) days of the full execution of this First Amendment (and any applicable memorandum of amendment). In the event that this First 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. The second sentence of Section 3 of the Lease, and only that sentence, is hereby deleted and the following is inserted in its place:

Lessee shall have the right to extend the Term of this Lease on the terms and conditions herein for nine (9) additional five (5) year periods and one (1) additional four (4) year period (each, a “Renewal Term”).

4. Lessor and Lessee hereby acknowledge that Lessee has exercised four (4) Renewal Terms of five (5) years each, leaving a balance of five (5) Renewal Terms of five (5) years each and one (1) Renewal Term of four (4) years, with the final Renewal Term expiring on November 6, 2056.

5. One-Time Rent Increase. On November 1, 2027, the monthly rent shall increase by an amount equal to fifteen percent (15%) of the monthly rent in effect for the immediately preceding month. Following such increase, the monthly rent shall continue to adjust pursuant to the terms of the Lease. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Lease on the same date.

6. Lessee Modifications. Exhibit B-1 is hereby attached hereto and incorporated herein to supplement Exhibit B to the Lease to incorporate recent redevelopments of the surrounding Property encompassing the Premises. In the event that Lessee and its authorized sublessees seek to modify Lessee Facilities, expand the Premises, or install new, additional, replacement or upgraded equipment and other supporting appurtenances that are not specifically described and depicted in Exhibit B or Exhibit B-1, Lessee shall submit a written proposal and a detailed site plan depiction to the Lessor for its prior review and written approval, which such approval shall not be unreasonably withheld, conditioned, or delayed.

7. Lessor Termination. Commencing on the tenth anniversary of the Effective Date of this First Amendment, Lessor may terminate the Lease at any time upon twelve (12) months advance written notice if Lessor determines in good faith that the Premises is needed for public purposes for any and all current and future uses necessary for Lessor’s municipal needs. Notwithstanding anything stated to the contrary in the Lease, if Lessor 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 Premises in accordance with the requirements set forth in the Lease. Lessor’s exercise of the Relocation Right (defined below), extinguishes Lessor’s termination right under this Section.

8. Lessee Relocation.

a) Commencing on the tenth anniversary of the Effective Date of this First Amendment, if Lessor determines in good faith that the Premises is needed for public purposes for any and all current and future uses necessary for Lessor’s municipal needs, Lessor 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 Lessor’s Property upon eighteen (18) months advance written notice, and will use good faith efforts to

provide another mutually acceptable Lessor location on the Lessor's 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 Lessor 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 Lessor if Lessee's relocation of Lessee's Facilities to the mutually agreeable alternative location on the Lessor's Property is technically infeasible.

b) Upon relocation of Lessee's Facilities, or any part thereof, to the Relocation Site, all references to the Premises in the Lease will be deemed to be references to the Relocation Site. Lessor 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 Premises and become a part hereof and will be the controlling description, upon the prior review and written consent of Lessor. Lessor and Lessee shall execute an amendment to the lease to update the new Premises of record. Lessor 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.

9. IRS Form W-9. Lessor 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 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.

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

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

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

11. Ratification.

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

b) Lessor represents and warrants that Lessor 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.

12. 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 Lessor 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.

13. 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 Lessor's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this First Amendment.

14. 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 Lessor as of the date written below.

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

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

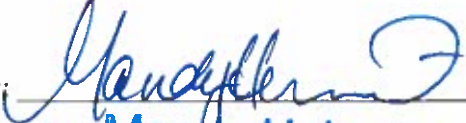



By:  _____
Name: **Mandy Hebert** _____
Title: **Mgr Real Estate** _____
Date: **MAR 17 2026** _____

Exhibit B-1

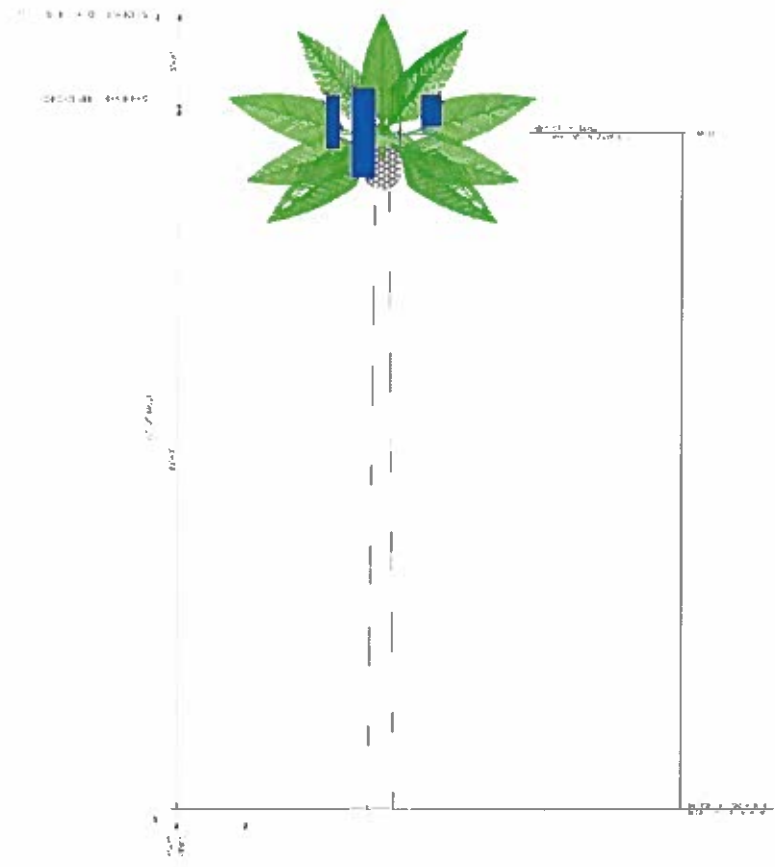
Supplemental Description of the Premises



Civic Center Park Cell Tower Lease Exhibit

-  Cell Tower Site - 43002 San Pablo Ave
-  Lease Area (10ft x 16ft)
-  APN: 622-250-014

Site Name: SBC160 Civic Center Park
Business Unit #: 827338
72500.00970\44372348.7

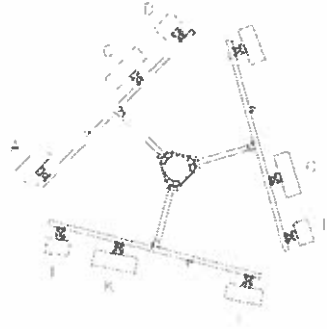




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NO.	DATE	BY	REVISION	DESCRIPTION	SCALE	DATE	BY
1	10/1/00	W.S.	1	ISSUED FOR PERMITS	AS SHOWN	10/1/00	W.S.
2	10/1/00	W.S.	2	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
3	10/1/00	W.S.	3	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.



NO.	DATE	BY	REVISION	DESCRIPTION	SCALE	DATE	BY
1	10/1/00	W.S.	1	ISSUED FOR PERMITS	AS SHOWN	10/1/00	W.S.
2	10/1/00	W.S.	2	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
3	10/1/00	W.S.	3	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
4	10/1/00	W.S.	4	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
5	10/1/00	W.S.	5	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
6	10/1/00	W.S.	6	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
7	10/1/00	W.S.	7	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
8	10/1/00	W.S.	8	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
9	10/1/00	W.S.	9	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.
10	10/1/00	W.S.	10	REVISED PER COMMENTS	AS SHOWN	10/1/00	W.S.

CREATING LEGAL ENTRY MOBILITY W/S LLC