

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “Second Amendment”) is dated and made effective as of the date of the last party to sign (“Effective Date”), by and between GOLD RIDGE FIRE DISTRICT OF SONOMA COUNTY (“Landlord”), with a mailing address of 4500 Hessel Road, Sebastopol, California 95472, and ATT MOBILITY WIRELESS OPERATIONS HOLDINGS INC., a Delaware corporation, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (“Tenant”), with a mailing address of 8020 Katy Freeway, Houston, Texas 77024.

RECITALS

WHEREAS, Hessel Fire Protection District of Sonoma County, a municipal corporation (“Original Landlord”) and Cagal Cellular Communications Corporation, a Delaware corporation, d/b/a AT&T Wireless Services, Inc., a Delaware corporation (“Original Tenant”) entered into a Lease Agreement dated October 11, 2002 (the “Original Agreement”), a memorandum of which was recorded in the official records of Sonoma County, California (the “Official Records”) on September 8, 2003 at Document No. 2003188242, whereby Original Tenant leased certain real property, together with access and utility easements, located in Sonoma County, California from Original Landlord as further described and depicted on Exhibit 1-A attached hereto (the “Premises”), all located within certain real property owned by Original Landlord (the “Property”); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Lease Agreement dated August 9, 2005 (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the “Agreement”); and

WHEREAS, Gold Ridge Fire District of Sonoma County is currently the landlord under the Agreement as the current owner of the Property, as more fully described in that certain Grant Deed recorded in the Official Records on January 18, 2023 at Document No. 2203; and

WHEREAS, ATT Mobility Wireless Operations Holdings Inc. is currently the tenant under the Agreement as ultimate successor in interest to Original Tenant; 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 Agreement had an initial term that commenced on October 1, 2005 and expired on September 30, 2010. The Agreement provides for five (5) extension terms of five (5) years each, the first three (3) of which have been exercised by Tenant. According to the Agreement, the final extension term expires on September 30, 2035; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant 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 Agreement.

2. First Additional Premises. The existing Premises is hereby expanded in size to include additional space, which consists of a five hundred thirty-six (536) square foot parcel of real property at a location more particularly depicted on Exhibit 1-A attached hereto (the "First Additional Premises"). All references to the Premises in the Agreement shall be deemed to include the existing Premises and the First Additional Premises. Notwithstanding anything to the contrary in this Second Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Second Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on Exhibit 1-A, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

3. First Additional Rent. In consideration of the First Additional Premises, Tenant shall pay to Landlord One Thousand Four Hundred Four and 32/100 Dollars (\$1,404.32) per month (the "First Additional Rent"), beginning on the first day of the first month following the commencement of installation of improvements within the First Additional Premises (the "First Additional Rent Commencement Date") and continuing thereafter until the earlier of (i) the expiration of the Agreement term, or (ii) the "Return of the First Additional Premises" as set forth below. The First Additional Rent will be prorated for any partial month.

4. Right to Return the First Additional Premises. Tenant shall have the option, upon thirty (30) days' written notice to Landlord, in its sole and absolute discretion, to return the First Additional Premises to Landlord and to terminate the agreement of same by removing all improvements from the First Additional Premises and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the First Additional Premises"). Effective upon removal of all improvements from the First Additional Premises, the First Additional Rent shall cease and will no longer be due or payable.

5. IRS Form W-9. Landlord agrees to provide Tenant 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 Tenant. In the event the Premises is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the rent to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

6. Notice Address. Tenant's notice address as stated in the Agreement is amended as follows:

Tenant: ATT Mobility Wireless Operations Holdings Inc.
 Legal Department
 Attn: Network Legal
 208 S. Akard Street
 Dallas, TX 75202-4206

With a copy to:
CCATT LLC
Attn: Legal - Real Estate Department
8020 Katy Freeway
Houston, TX 77024

7. Ratification.

a) Landlord and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Landlord and Tenant with respect to the Premises.

b) Landlord 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) Landlord represents and warrants that Landlord 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 the Agreement as amended.

d) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

e) Landlord acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

8. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, 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 Landlord and Tenant. 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.

9. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

10. Recordation. Tenant, 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. In addition, Tenant shall have the right in its discretion, to record a notice of agreement, affidavit or other form to be determined by Tenant without Landlord's

signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment.

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 Landlord as of the date written below.

LANDLORD:
GOLD RIDGE FIRE DISTRICT OF
SONOMA COUNTY

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

[Tenant Execution Page Follows]

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

TENANT:
ATT MOBILITY WIRELESS OPERATIONS
HOLDINGS INC.,
a Delaware corporation

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

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

EXHIBIT 1-A
Legal Description and Survey of the Premises, including the First Additional Premises

[to be added prior to execution]