

SECOND AMENDMENT TO AND REINSTATEMENT OF FACILITIES LEASE

THIS SECOND AMENDMENT TO AND REINSTATEMENT OF FACILITIES LEASE (“**Second Amendment**”) is entered into effective on the date of the last party to execute this Second Amendment (“**Effective Date**”), by and between City of Camas (“**LESSOR**”), and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), successor in interest to Sprint Spectrum LLC (formerly a limited partnership) (“**LESSEE**”).

RECITALS

WHEREAS, LESSOR and LESSEE (or their predecessors in interest) entered into that certain **Facilities Lease** dated May 1, 1999 as amended by **Amendment No. 1 to Facilities Lease** dated November 16, 2012 (“**Agreement**”), whereby LESSOR leased to LESSEE certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the “**Site**”), that are a portion of the property located at 600 NW 18th Loop, Camas, WA (“**Property**”);

WHEREAS, LESSOR and LESSEE hereby affirm that, as of the date hereof: (i) no breach or default by LESSOR or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Second Amendment, are in full force and effect, with no defenses or offsets thereto;

WHEREAS, LESSOR and LESSEE desire to reinstate and extend the Agreement and add additional renewal terms to the Agreement; and

WHEREAS, LESSOR and LESSEE, in their mutual interest, wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Extension of Term of Agreement. The parties agree that the term of the Agreement shall be extended to **April 30, 2033** (“**Extended Term**”). Such Extended Term shall be deemed to have automatically commenced on the same terms and conditions of the Agreement (except as modified herein), immediately upon the expiration of the final term contemplated by the Agreement.

2. Renewal Terms. Upon the expiration of the Extended Term, and notwithstanding anything to the contrary in the Agreement, LESSEE shall have the right to renew the term of the Agreement for up to two (2) additional and successive five (5) year periods (each a “**Renewal Term**”). Each Renewal Term shall automatically commence, on the same terms and conditions of the Agreement, without further action by LESSEE or LESSOR, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Either LESSEE provides LESSOR or LESSOR provides LESSEE with written notice of its intention not to renew at least sixty (60) days prior to the expiration of the Extended Term or of any **Renewal Term**.

3. Rent. The amount of rent payable during the Extended Term and each Renewal Term shall be as follows, notwithstanding any different rental rates or escalation factors set forth in the Agreement:

(a) From and after May 1st, 2023 (the “**Extended Term Commencement Date**”), LESSEE shall pay LESSOR or designee, as rent, two thousand three hundred dollars and 00/100 (\$2,300.00) per month (“**Rent**”). Prior to the Extended Term Commencement Date, the Rent amount shall

be as set forth in the Agreement. Where duplicate Rent payment would occur, a corollary credit shall be applied by LESSOR for any prepayment of Rent by LESSEE applicable to the month that contains the Extended Term Commencement Date. Thereafter, Rent will be payable monthly in advance by the fifth (5th) day of each month to LESSOR at LESSOR's address as provided below. Notwithstanding the foregoing or anything to the contrary contained in the Agreement as amended by this Amendment (the "**Lease**"), further additions, upgrades or modifications to the Antenna Facilities shall not require LESSOR consent or an increase in Rent or the payment of any other additional charges or fees. The parties hereby agree that, as of the date of this Amendment, there are no payment obligations of LESSEE under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by LESSEE shall be billed by LESSOR to LESSEE within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by LESSOR.

(b) For any Renewal Terms, Rent shall be adjusted, effective on the first day of each Renewal Term, to an amount equal to three percent (3%) of the Rent in effect immediately prior to the adjustment date.

4. Notices. All notices, requests, demands and communications under the Lease will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

City of Camas
Attn: Utilities Manager
11608 NE 107th St.
Camas, WA 98662

LESSEE:

Sprint Property Services
Sprint Site ID: PO33XC138
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:
Sprint Law Department
Attn: Real Estate Attorney
Sprint Site ID: PO33XC138
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

5. Required Consents. LESSOR represents and warrants that LESSOR has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all

master LESSOR, lender and secured party consents, if applicable). If any other consent, authorization or approval of LESSOR is required or requested by LESSEE from time to time under the Lease, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

6. **Recording of Documents.** LESSOR approves and agrees to cooperate with the recording of the Memorandum of Lease Amendment and Restatement attached hereto as **Schedule II** and incorporated herein (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

7. **Supplemental Terms and Conditions.** The Agreement is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein. The provisions set forth on said Schedule supplement and affirm LESSEE's rights under the Agreement, and shall not be construed to limit or waive, any of the rights of LESSEE under the Agreement.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall govern and control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

9. **Miscellaneous.** LESSOR acknowledges that: (a) LESSOR has read and understands this Second Amendment and the underlying Agreement and (b) LESSOR has been advised and is informed that if LESSOR does not enter into this Second Amendment, the underlying Agreement between LESSOR and LESSEE, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. LESSOR hereby acknowledges that LESSEE's facilities and use of the Site as of the Effective Date are in conformity with the Agreement. This Second Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Second Amendment effective as of the Effective Date.

LESSOR:

City of Camas

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

**Sprint Spectrum Realty Company, LLC, a
Delaware limited liability company**

By:  _____

Print Name: **Eamon O'Leary** _____

Title: **Sr Area Director** _____

Date: **4.12.23** _____

TMO
Legal

Digitally
signed by
TMO Legal
Date:
2023.04.04
08:31:23
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TMO Signatory Level: L04/L05

SCHEDULE I

Second Amendment to and Reinstatement of Facilities Lease Agreement

1. Improvements.

(a) **Equipment Relocation & Modification.** LESSEE shall relocate its existing Antenna Facility to accommodate LESSOR'S plans to demolish and replace the existing south water reservoir on the property. LESSOR shall be required to remove its existing Antenna Facility from the south reservoir. LESSEE shall be permitted to relocate its Antenna Facility to the north reservoir as shown in the attached Exhibit B-2 which is incorporated herein by this reference. LESSEE'S relocated Antenna Facility depicted on Exhibit B-2 shall include a 416 square foot leased Premises for ground equipment and space on the north water reservoir for its antennas and ancillary equipment. Exhibit B and Exhibit B-1 is deleted in its entirety and shall no longer have any effect. All references in the Agreement to Exhibit B shall also apply to this Exhibit B-2.

(b) **Use of Premises.** The following shall replace Section 4. USE OF PREMISES of the Facilities Lease in its entirety:

LESSEE may update or replace the Antenna Facility from time to time with 60 day notification to LESSOR provided that the replacement facilities are in their same location within the Leased Space and not greater in number or size or different in type, color or shape or height than the existing facilities. In the event that technological or engineering changes warrant an alternative design that does not meet the above design criteria, LESSOR may approve an alternative design for the Antenna Facility provided that the appearance of the antennas and equipment is compatible with the existing facilities. Tenant must submit an application to the City of Camas Planning Department for either a minor or major modification when replacing or adding antennas or equipment. LESSEE shall submit to LESSOR a written request for any such change and any supplemental materials as may be requested, for LESSOR's evaluation and approval. Except as may be required by FAA or FCC requirements, no lights or signs may be installed on the Premises or as part of the Antenna Facility. LESSEE further agrees to monitor the Antenna Facility for fire, smoke, intrusion, and A/C power failure by LESSEE's 24-hour electronic surveillance system. In connection therewith, LESSEE has the right to do all work necessary to prepare and maintain the Premises for LESSEE's business operations and to install transmission lines connecting the antennas to the transmitters and receivers, after sufficient notice, review and approval by the LESSOR. All of LESSEE's construction and installation work shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner, in the determination of LESSOR. LESSEE shall be responsible for obtaining and maintaining any permits or licenses required for its work, including land use permits. LESSOR shall also submit a construction schedule to LESSOR for the LESSOR's approval.

(c) **Liens:** The following shall replace Section 17. LIENS of the Facilities Lease in its entirety:

LESSEE shall keep the premises free and clear of all liens, including mechanic's, materialmen's, or other liens for work or labor done, and liens for services, materials, appliances and power performed, contributed, furnished or used or to be used in or about the premises, or in connection with any operations of LESSEE, or any alteration, improvement, repair, or addition which LESSEE

may make, permit, or cause to be made or any work or construction by, for, or permitted by LESSEE on or about the premises. LESSEE shall not be responsible for liens caused by LESSOR's activities on the premises.

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of LESSOR, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the premises or any part thereof, nor as giving LESSEE any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the premises or any part thereof.

In the event that any lien, charge, or order for the payment of money described as the responsibility of LESSEE in this section is filed against LESSOR or any portion of the premises, LESSOR shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from LESSOR to LESSEE, in the manner provided herein, of the filing thereof; and Lessee shall indemnify and save harmless LESSOR against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

2. **Access to Leased Space.** LESSEE shall have reasonable access to the Leased Space 24 hours a day, 7 days a week. Lessee will be provided 24 hour 7 days a week access to the site through a control pad with a specific access code, or other similar type of access control, provided by the city. LESSOR retains and reserves the right to access the Leased Space at all times. LESSEE, its agents, independent contractors, or sub-contractors shall, upon leaving the Leased Space, ensure that the Leased Space is in the condition as required pursuant to Section 7 of the Facilities Lease.

3. **Termination.** The following shall replace Section 20. TERMINATION of the Facilities Lease in its entirety. Except as may otherwise be expressly provided in this Schedule, the Lease may be terminated, without any penalty or further liability as follows:

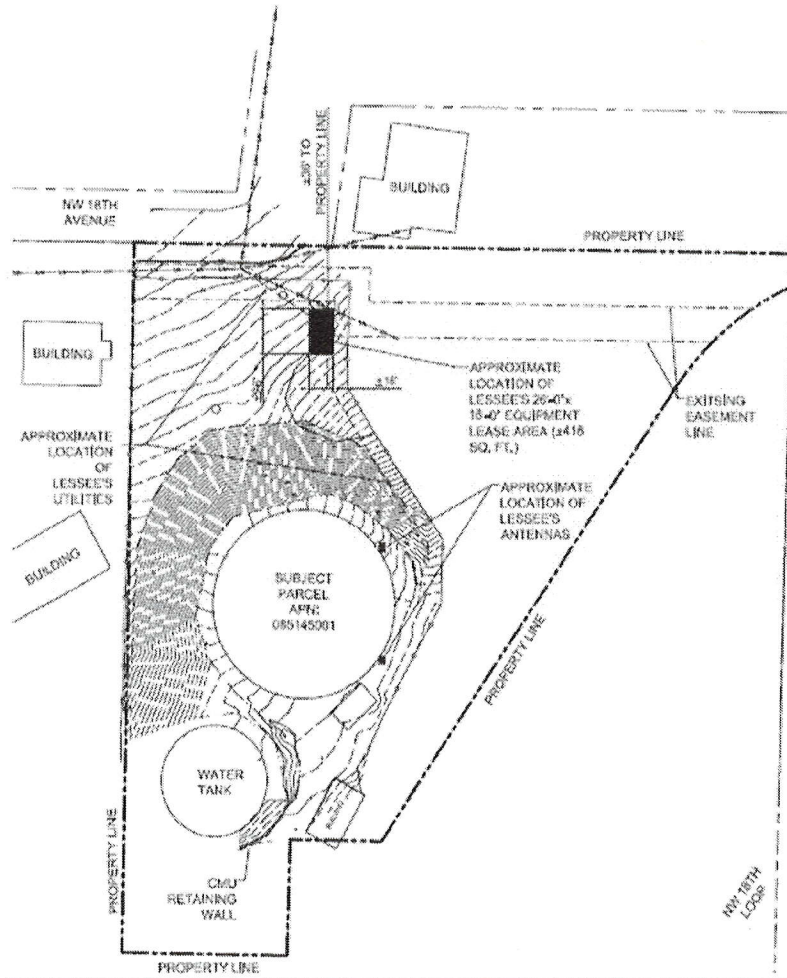
(a) upon thirty (30) days' written notice by LESSEE if LESSEE determines that the Property or the Antenna Facilities are inappropriate or unnecessary for LESSEE's operations for economic or technological reasons; or

(b) by LESSEE, as of an annual anniversary of the Commencement Date or Effective Date, provided LESSEE provides LESSOR written notice of such termination at least ninety (90) days prior to such annual anniversary.

(c) upon three hundred sixty (360) days' written notice by LESSOR, for any reason as determined by the City in its reasonable discretion.

The foregoing termination rights are in addition to any other termination rights of LESSEE set forth in the Agreement.

EXHIBIT B-2
(PAGE 1 OF 1)



SCHEDULE II

**Second Amendment to and Reinstatement of Facility Lease
Memorandum of Facility Lease Agreement and Reinstatement**

MEMORANDUM OF LEASE AMENDMENT AND REINSTATEMENT

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between City of Camas ("LESSOR") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company ("LESSEE") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of ten (10) years which term commenced on May 1st, 2023, and will expire at midnight on April 30, 2033. LESSEE shall have the right to extend this Lease for two (2) additional and successive five-year terms.

This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

LESSOR: City of Camas
By: _____ [NOT FOR EXECUTION] _____
Printed Name: _____
Title: _____
Date: _____

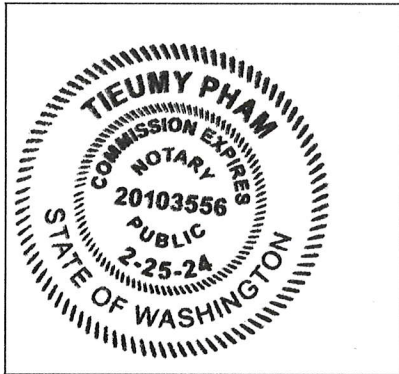
LESSEE: Sprint Spectrum Realty Company, LLC, a Delaware limited liability company
By: _____ [NOT FOR EXECUTION] _____
Printed Name: _____
Title: _____
Date: _____

[Notary block for LESSEE]

State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Eamon O'Leary is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Director of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04.12.2023



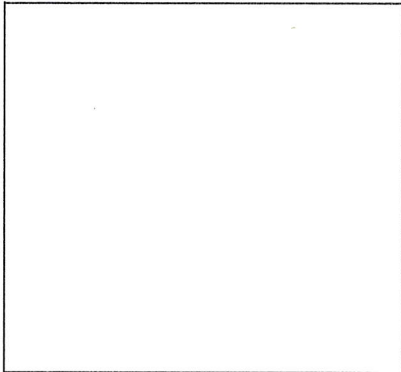
Tieumy Pham
Notary Public
Print Name TIEUMY PHAM
My commission expires 02.26.24

[Notary block for LESSOR]

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

Memorandum of Lease Amendment and Restatement

Exhibit A - Legal Description

The Property is legally described as follows:

BEGINNING at the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington; thence West 200 feet; thence South $16^{\circ}55'$ West, to a point 337.31 feet South and 309.21 feet West of beginning; thence East 189.21 feet to the Southeast corner of that tract sold to J.H. VanBuskirk; thence North to the center of County Road; thence Northeasterly along the center of County Road to the East line of said Section 10; thence North to beginning. ALSO BEGINNING at a point that is 403.5 feet South and 286.8 feet West of the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, and running thence West 80 feet; thence along the existing fence on the North side, West 20.31 feet; thence North parallel with the East of said Section 10, a distance of 403.5 feet, more or less, to the North line of said Section 10; thence East following the North line of said Section 10, a distance of 187.11 feet to a point which is 200 feet West of the Northeast corner of said Section 10; thence in a Southwesterly direction following the East line of Tax Lot 18 in said Section 10 to a line running North and South that is parallel to the East line of said Section 10 286.8 feet West thereof; thence South parallel with the East line of said Section 10 to the point of beginning. EXCEPT any portion within N.W. 18th Avenue and N.W. 18th Avenue Loop.

MEMORANDUM OF LEASE AMENDMENT AND RESTATEMENT

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This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

LESSOR: City of Camas

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

LESSEE: Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

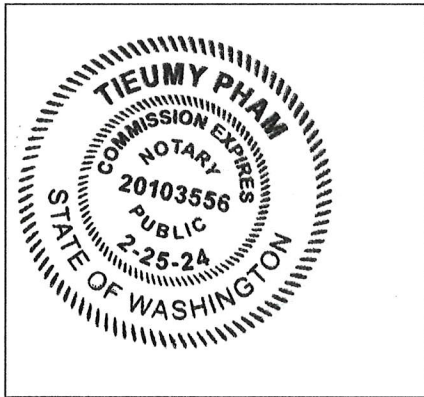
By: _____
Printed Name: **Eamon O'Leary**
Title: **Sr Area Director**
Date: **4.12.23**

[Notary block for LESSEE]

State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Eamon O'Leary is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Director of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04.12.2023



Tieumy Pham
Notary Public
Print Name TIEUMY PHAM
My commission expires 02-25-24

Memorandum of Lease Amendment and Restatement

Exhibit A - Legal Description

The Property is legally described as follows:

BEGINNING at the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington; thence West 200 feet; thence South $16^{\circ}55'$ West, to a point 337.31 feet South and 309.21 feet West of beginning; thence East 189.21 feet to the Southeast corner of that tract sold to J.H. VanBuskirk; thence North to the center of County Road; thence Northeasterly along the center of County Road to the East line of said Section 10; thence North to beginning. ALSO BEGINNING at a point that is 403.5 feet South and 286.8 feet West of the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, and running thence West 80 feet; thence along the existing fence on the North side, West 20.31 feet; thence North parallel with the East of said Section 10, a distance of 403.5 feet, more or less, to the North line of said Section 10; thence East following the North line of said Section 10, a distance of 187.11 feet to a point which is 200 feet West of the Northeast corner of said Section 10; thence in a Southwesterly direction following the East line of Tax Lot 18 in said Section 10 to a line running North and South that is parallel to the East line of said Section 10 286.8 feet West thereof; thence South parallel with the East line of said Section 10 to the point of beginning. EXCEPT any portion within N.W. 18th Avenue and N.W. 18th Avenue Loop.