

Attachment 1

**SECOND AMENDMENT TO
MARIN MUNICIPAL WATER DISTRICT
LEASE NO. 61
LUCAS VALLEY TANK SITE
APN 165-010-03**

This Lease Amendment ("Second Amendment") is entered into by and between Marin Municipal Water District ("District") and VB RUN, LLC, assignee to District Lease 61 with Sprint Spectrum, L.P., ("Lessee").

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. District and Sprint Spectrum, L.P. entered into a lease dated June 4, 2014, with a commencement date of Term as of March 23, 2012 ("Lease") whereby Sprint Spectrum, L.P. leased certain real property located in Marin County, California from District ("Premises"), together with access and utility easements ("Access Easement"), all located within certain real property owned by District ("Property") as described in the Lease.
- B. District and Sprint Spectrum Realty Company, LLC, successor in interest to Sprint Spectrum, L.P., entered into a First Amendment to the Lease ("First Amendment"), fully executed on January 13, 2020, for the installation of Additional Equipment as defined by the First Amendment.
- C. Sprint Spectrum Realty Company, LLC, currently listed as the lessee and its predecessor-in-interest Sprint Spectrum, L.P. the original lessee, assigned all interest in the Lease to Lessee, VB Run, LLC, and the District consented to such assignment on May 2, 2023.
- D. Lessee desires to install fifth-generation (5G) technology upgrades (Technology Upgrades") to their Communications Facility on the Premises as described in Exhibit A attached hereto and incorporated herein by this reference.
- E. Under Section 2 of the Lease, Lessee's desire to add the Technology Upgrades to the existing Communications Facility requires that both parties negotiate a lease amendment. Under Section 26 of the Lease, installation of the Technology Upgrades constitutes a construction project, which requires District construction oversight and inspection.
- F. District and Lessee desire to execute this Second Amendment to the Lease to incorporate the Technology Upgrades on the Communications Facility on the Premises.

Section 2. Definitions: Capitalized terms used and not defined in this Second Amendment have the same and respective meanings assigned to them in the Lease.

Section 3. Terms:

- A. This Second Amendment modifies the Lease. Except for the modifications contained herein, all terms of the Lease shall continue in full force and effect.
- B. Section 2 of the Lease entitled "Use" is hereby amended to include the additional equipment in Lessee's Equipment Schedule and frequencies described in the project plans entitled "BA60242S LUCAS VALLEY TANK" prepared by VECTOR STRUCTURAL ENGINEERING, signed by Wells L. Holmes. S.E., dated May 24 2023, hereinafter referenced as Exhibit C-2, which are attached hereto and incorporated herein by this reference. Exhibit C-2 supplements the existing Exhibits C and C-1 to the Lease and shall not be deemed, interpreted, and/or construed to supersede or otherwise modify Exhibit C or Exhibit C-1 or any part thereof except to the extent specifically outlined in Exhibit C-2. Upon receiving permit approval by the appropriate local government and/or planning jurisdiction, Lessee may perform the modifications outlined in Exhibit C-2.
- C. Lessee agrees to pay a one-time construction oversight fee to the District in the amount of \$14,875 within thirty (30) days following the issuance of a building permit by the Marin County Community Development Department for the installation of the equipment depicted in Exhibit C-2 and permitted pursuant to this Second Amendment to the Lease. In no event shall Lessee commence construction prior to payment of this amount to the District.
- D. Section 4 of the Lease entitled "Rental Payments" is hereby amended to read as follows:
 - A. On or before March 24th of each year during the term of this Lease, Lessee shall pay the then current annual rental amount to the District, without prior notice or offset, at the following address: 220 Nellen Avenue, Corte Madera, California 94925, or at such other location as District may request in writing. The annual rental amount for the period of March 24, 2023 through March 23, 2024, was Seventy- seven thousand seven hundred fifty-seven dollars and thirty-seven cents (\$77,757.37).
 - B. Effective as of March 24, 2024, and each anniversary thereafter during the term of this Lease, subject to any rental payment modifications made in accordance with section 3 of the Lease, the annual rental amount shall be increased by five percent (5%). Rent for any period during the term of this Lease, which is less than one year, shall be prorated.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date last signed below.

Marin Municipal Water District

By: _____
Bennett Horenstein
General Manager

Date: _____

VB RUN, LLC

By: Veritical Bridge NTFC, LLC, its sole member

By:  _____

Tim Tuck, Vice President – Lease Administration and Asset Management

Date: 8/22/24

EXHIBIT A

PROJECT SCOPE	
1.	PROPOSED MODIFICATION OF AN EXISTING TELECOMMUNICATIONS FACILITY FOR T-MOBILE PER RFDS 1.
2.	PROPOSED REMOVAL OF THE FOLLOWING SPRINT EQUIPMENT FROM THE <u>MONOPOLE</u> : <ul style="list-style-type: none">* ALL (E) SPRINT ANTENNAS* ALL (E) SPRINT RRUS* ALL (E) SPRINT CABLES
3.	PROPOSED INSTALLATION OF THE FOLLOWING T-MOBILE EQUIPMENT ON THE <u>MONOPOLE</u> : <ul style="list-style-type: none">* FOUR (4) ANTENNAS<ul style="list-style-type: none">(2) AIR6419 B41(2) FFVV-65A-R2-V1* TWO (2) RRUS4480 B71+B85 (RRUs)* TWO (2) RRUS4460 B25+B66 (RRUs)* TWO (2) HYBRID FIBER CABLES (6x24 40M 4AWG HCS)
4.	PROPOSED INSTALLATION OF THE FOLLOWING T-MOBILE EQUIPMENT ON THE <u>GROUND</u> : <ul style="list-style-type: none">* TWO (2) EQUIPMENT CABINETS* TWO (2) RP 6651* ONE (1) IXRE ROUTER