

LEASE EXTENSION AND AMENDMENT AGREEMENT

This Lease Extension and Amendment Agreement ("Agreement") is made this 6th day of June, 2023, by and between the City of Lafayette, Colorado ("Landlord") and Celco Partnership d/b/a Verizon Wireless ("Tenant"), with reference to the facts set forth in the Recitals below.

Background

- A. Landlord and Tenant entered into that certain Lease Agreement dated June 29, 2003, wherein Tenant leased from Landlord a portion of the Tower Premises situated on a parcel of land located in Boulder County, Colorado (as amended, the "Lease") (capitalized terms used in this Agreement are defined herein or in the Lease).
- B. Landlord and Tenant now desire to further amend the Lease by extending the Term of the Lease, and to otherwise amend the Lease as set forth herein.

Agreement

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. Paragraph 2, "Term", of the Lease is hereby amended by the addition of the following as the second full paragraph thereto:

Commencing on June 29, 2023, the Term of this Lease shall be extended for an additional term of one (1) year, with one automatic extension for one (1) additional year (each, an "Additional Renewal Term"), unless Tenant terminates the Lease at the end of the then-current Additional Renewal Term by giving Landlord written notice of its intent to terminate at least three (3) months prior to the end of the then-current Additional Renewal Term. Except as provided below, each Additional Renewal Term shall be on the same terms and conditions as set forth herein.

2. Base Rent Increase. Paragraph 3.f. of the Lease is hereby amended by the addition of the following as the second full paragraph thereto:

Commencing on June 29, 2023, and on each June 29 thereafter during each Additional Renewal Term, the Base Rent shall continue to be increased by an amount equal to 3% of the Base Rent payable with respect to the immediately preceding year.

3. Access Control and Security. Paragraph 10 of the Lease is hereby amended by the addition of a new subsection (d), to read as follows:

d. *Access Control and Security*: The following additional provisions are necessary for the Landlord to ensure the security and protection of its critical infrastructure:

- i. Tenant must notify Landlord when accessing the Tower Premises to ensure security of the site. Notification may be provided via e-mail to colrf@lafayetteco.gov and should include at a minimum who will be accessing the site, the general purpose for the access (e.g., maintenance, inspection, etc.), and anticipated time of access window. Tenant does not need to wait for Landlord's approval to access the Tower Premises; however, notice should be given at least 24 hours prior to Tenant's planned access whenever feasible.
- ii. Tenant and any vendors or contractors employed by the Tenant must follow all established access control and security procedures established herein.
- iii. Tenant agrees to fully cooperate with Landlord in maintaining the security of the Tower Premises. This includes reporting any potential security issues observed or encountered, as well as cooperating with any investigation into security issues or incidents.

4. The following shall be added as a new Paragraph 33, to read as follows:

33. Site Documentation and Changes: To protect public safety, verify compliance with appropriate regulations, and to ensure the continued availability of its lease sites:

- a. Upon request, Tenant must confirm to the Landlord that it holds the appropriate and current licenses for its operations in compliance with applicable federal, state, and local regulations.
- b. Tenant at all times must keep on file with the Landlord a complete and accurate set of "as built" drawings and inventories that specify the major equipment that is placed at the Premises.
- c. Subject to Tenant's permitted equipment pursuant to Paragraph 4.a., all requests for changes to the Premises, Tower Premises, or Ground Equipment building, such as addition of new equipment, removal of major equipment, changes in height of structures, changes in electrical configurations, or other changes must be submitted to the Landlord for approval prior to the changes being made, such approval to not be unreasonably withheld, conditioned or delayed.
- d. If the proposed changes may in the Landlord's reasonable judgement have an adverse impact on the structural integrity or safety of the Tower Premises or Ground Equipment, then Landlord may require Tenant to conduct a professional study of the impact to the site. An example of this could be a load study on a communications tower to ensure that the proposed loading is within the tower's capacity. This study will be conducted by a mutually agreed upon vendor at the sole cost of the Tenant.

- e. If changes to the Premises are made without prior approval, Landlord may, after at least 15 days' prior written notice to Tenant, remove any changes that it deems are inconsistent with the Lease, have the potential to cause safety issues or interference issues, or otherwise would not have been approved. The cost of removal will be charged back to the Tenant.
- f. Upon completion of the changes, Tenant must submit an updated set of "as built" drawings reflecting changes made within 30 days.
- g. If Landlord as a condition of approval of changes requires that Tenant undertake certain actions prior to completing such changes, then to the extent confirmation of such actions will not be reflected in the "as built" drawings, separate documentation that those actions were completed must be provided to Landlord within 5 business days following completion of Tenant's changes.

5. Notices. Paragraph 25, "Notices", of the Lease is hereby amended to change the Tenant's notice address to:

Cellco Partnership
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

6. Continued Effect. Except as specifically modified by this Agreement, all other terms and conditions of the Lease shall remain in full force and effect and are in all respects hereby ratified and affirmed. In the event of a conflict between any term and provision of the Lease and this Agreement, the terms and provisions of this Agreement shall control.

7. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by each Party's duly authorized representative effective as of the date first above written.

Landlord:

City of Lafayette, Colorado

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Name: _____

Title: _____

Tenant:

Cellco Partnership
d/b/a Verizon Wireless

DocuSigned by:
Debbie Lutz
63748CCF70124EC...

By: _____

Debbie Lutz

Name: _____

Title: Senior Manager Network Real Estate

Date: May 24, 2023