

SECOND AMENDMENT TO SITE LEASE

This Second Amendment to Site Lease (the “**Second Amendment**”) is effective as of the last signature below (the “**Effective Date**”), by and between City of Olathe, Kansas, a Kansas municipality (“**Landlord**” or “**City**”), and T-Mobile Central LLC, a Delaware limited liability company (“**Tenant**”) (each a “**Party**”, or collectively, the “**Parties**”).

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Site Lease dated October 10, 2007, including that certain First Amendment to Site Lease dated December 14, 2007 (including all amendments, collectively, the “**Lease**”) regarding the leased premises (“**Premises**”) located at 400 E. Harold Street, Olathe, Kansas 66061 (the “**Property**”).

For good and valuable consideration, Landlord and Tenant agree as follows:

1. At the expiration of the Lease, the term of the Lease will automatically be extended for three (3) additional and successive six (6) year terms, each included as Renewal Term provided that Tenant may elect not to renew by providing Landlord at least sixty (60) days' notice prior to the expiration of the then current Renewal Term.
2. Notwithstanding anything to the contrary in the Lease, starting on March 1, 2026, (the “**Revised Rent Date**”), Tenant shall pay Landlord Two Thousand One Hundred and 00/100 Dollars (\$2,100.00) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. As of the date of this Second Amendment, the escalation set forth in the Lease shall terminate and the Rent will escalate by 3% of the Rent payable during the previous year on March 1, 2027 and every year thereafter. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant. In the event of a holdover month-to-month tenancy under Section 5 of the Lease, and notwithstanding any provisions of that section otherwise, Rent shall be set at 125% of the amount it was immediately prior to the holdover and shall continue to escalate annually pursuant to the above provisions.
3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/A5D0166B

If to Landlord:

City of Olathe, Kansas
PO Box 768
Olathe, KS 66051
Attn: Zach Hardy
CC: City Attorney at same address.

4. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.

5. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Landlord.
6. Within 60 days of the execution of this Second Amendment, Tenant will provide Landlord with as-built versions of Exhibits A and B, which will become the final versions of such exhibits and will no longer be subject to replacement under Section 18(i) of the Lease.
7. Effective March 1, 2026, the insurance requirements of Section 11(a) of the Lease are replaced with the following:
 - a. **Insurance.** Throughout the term of this Lease, Tenant agrees to maintain insurance coverage as described in this Section. All insurance required to be maintained by Tenant hereunder shall be written by insurers licensed, authorized, or permitted to do business in the State of Kansas.
 - i. Commercial General Liability: City must be included by blanket endorsement as an additional insured as its interests may appear under this Lease, and for claims arising out of Tenant's operations, negligent acts or willful misconduct such insurance shall be on a primary and noncontributory basis. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability. Limits: \$4,000,000 per Occurrence for bodily injury and property damage and \$4,000,000 General Aggregate, including Personal & Advertising Injury and \$4,000,000 Products/Completed Operations.
 - ii. Business Automobile Insurance: City must be included by blanket endorsement as an additional insured as its interests may appear under this Lease, and for claims arising out of Tenant's operations, negligent acts or willful misconduct such insurance shall be on a primary and noncontributory basis. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability. Limits: \$2,000,000 combined single limit each accident for bodily injury and property damage covering All Owned Autos; Hired Autos; and Non-Owned Autos.
 - iii. Worker's Compensation and Employer's Liability: Workers compensation insurance in compliance with the statutory requirements of the state(s) of operation and employer's liability with the following limits. Limits: \$500,000 Each Accident/\$500,000 Disease-Policy Limit/\$500,000 Disease-Each Employee.
 - iv. Exposure Limits. The above coverage limits do not infer or place a limit on the liability of Tenant nor has the City assessed the risk that may be applicable to Tenant. Tenant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. For claims arising out of Tenant's operations and matters which Tenant is liable hereunder, Tenant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Tenant.
 - v. Waiver of Subrogation. Tenant's commercial general liability and Business automobile liability policies will provide a waiver of subrogation in favor of the City.
 - vi. Verification of Coverage. Tenant must provide a certificate of insurance on ACORD form or equivalent, listing the City as the certificate holder, and

including a blanket additional insured endorsements for the requested coverages.

- vii. Cancellation. Upon receipt of notice from its insurer(s), Tenant shall use commercially reasonable efforts to provide the City with thirty (30) days written notice of any cancellation.
 - viii. Review and Increase. No later than 120 days before (a) the Commencement Date or (b) the beginning of any Renewal Term, City may review the insurance coverages to be carried by Tenant. If City determines that higher limits of coverage are reasonably necessary to protect the interests of City, Tenant will be so notified and will obtain the additional limits of insurance, at its sole cost and expense, but each new limit shall not exceed the corresponding limits set forth above escalated for inflation (computed according to the Consumer Price Index for All Urban Consumers, All Items, All Areas, 1982-84=100, with December 2024 as the reference period) any change to the insurance requirements shall be mutually agreed upon between the parties by amendment to the site lease.
8. The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Lease Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.
 9. Tenant shall not suffer the Property or any erection or improvements thereon to become subject to any lien, charge, or encumbrance whatsoever, and shall indemnify the City against all such liens, charges, and encumbrances; it being expressly agreed that Tenant shall have no authority, expressed or implied, to create any lien, charge, or encumbrance upon the Property. Upon the receipt of written notice by the City, Tenant shall cause any such lien, charge or encumbrance filed upon the Property as a result of any claim against Tenant to be released of record by payment or posting of a bond within one hundred twenty (120) days of such notice. Notwithstanding, Tenant shall have the right to contest in good faith any such lien, charge or encumbrance, and in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom as long as such lien, charge or encumbrance is bonded over and/or released of record as set forth herein.
 10. If Tenant fails to remove the Antenna Facilities from the Premises as required by Section 7(c) of the Lease upon termination or expiration of the Lease within thirty (30) days of such termination or expiration, then any Antenna Facilities not removed will be deemed to be abandoned by Tenant and will become the property of the City, and Tenant will reimburse the City for any cost associated with the removal of such Antenna Facilities that have been abandoned by Tenant.
 11. Notwithstanding any provision in this Lease to the contrary, Landlord shall have the right, at any time (and from time to time) during the term of this Lease, to relocate the Antenna Facilities, or any portion of them, at Landlord's expense, to another location suitable for Tenant's use. Tenant shall be given at least 180 days' notice of such relocation and shall fully cooperate in such relocation, and Landlord shall reimburse all Tenant's costs associated therewith. Landlord shall

permit Tenant to place a temporary antenna facility on the Premises or at some other location acceptable to Tenant, at Landlord's costs until such relocation is complete. There shall be a fifty (50%) percent reduction in the then current Rent while the Antenna Facilities are inoperable (in full or in part) and the temporary antenna facility is being used instead.

12. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Second Amendment conflicts with the terms of the Lease, the terms and provisions of this Second Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.
13. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Second Amendment will legally bind the Parties to the same extent as originals.
14. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Second Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Second Amendment or any future amendment.
15. This Second Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Second Amendment as of the Effective Date.

Landlord:

City of Olathe, Kansas, a Kansas municipality

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

DocuSigned by:
By: Elisabeth Boyer
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Print Name: Elisabeth Boyer

Title: Sr. Manager, Procurement

Date: 4/24/2025

