

## FOURTH AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

This Fourth Amendment to Option and Site Lease Agreement (“Fourth Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between City of Roy (“Lessor”), and Celco Partnership d/b/a Verizon Wireless (“Lessee”). Lessor and Lessee (or their predecessors in interest) entered into that certain Option and Site Lease Agreement dated September 28, 1999, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which Lessee is leasing or licensing from Lessor a portion of that certain property located at 940 Tower Rd. Roy, Washington 98580, as more particularly described in the Agreement. Lessor and Lessee may be referenced in this Fourth Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Fourth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on November 30, 2024. Commencing on December 1, 2024, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless Lessee terminates the Agreement by giving Lessor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on December 1, 2024, the monthly rent during the Initial Extension Term shall be \$1,920.85 to be paid on the first day of the month in advance to Lessor or such other person as Lessor may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on December 1, 2029, monthly rent for each Additional Extension Term shall increase by 15% upon commencement of each Additional Extension Term.

3. Rent Credit. This Fourth Amendment provides for a reduction in rent, effective December 1, 2024. The Parties acknowledge and agree that Lessee shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Lessee’s rent due under the Agreement.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Fourth Amendment, the terms and provisions of this Fourth Amendment shall control. In addition, except as otherwise stated in this Fourth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Fourth Amendment.

5. Ratification and Reaffirmation. Lessor and Lessee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Fourth Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is



acknowledged and agreed that the execution of this Fourth Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]



**IN WITNESS WHEREOF**, this Fourth Amendment is effective and entered into as of the date last written below.

**Lessor:**

**City of Roy**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lessee:**

**Cellco Partnership  
d/b/a Verizon Wireless**

By: \_\_\_\_\_

Name: Sergei Mislevy

Title: Executive Director-Network Engineering/Real Estate

Date: \_\_\_\_\_



INCLUDE THIS ACKNOWLEDGMENT PAGE FOR SITES LOCATED IN OH AND WA.  
DELETE FOR ALL OTHER STATES

**Lessor ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Lessee ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

