

SECOND ADDENDUM TO THE COMMUNICATION SITE LEASE

THIS SECOND ADDENDUM TO THE COMMUNICATION SITE LEASE ("Addendum") to the Communication Site Lease and Communication Site Lease Addendum (collectively referred to herein as "Original Lease") concerning the premises located at 2020 Carey Avenue, Cheyenne, Wyoming 82011 known as the Wyoming Financial Center ("Property") is made and entered into by and between two parties: LARAMIE COUNTY with an address of P.O. Box 608, Laramie, Wyoming 82003 ("County") and UNION TELEPHONE COMPANY, a Wyoming corporation, with an address of P.O. Box 160, Mountain View, Wyoming 82939 ("Union") (collectively referred to herein as "Parties").

For purposes of clarity and continuity as to parties to this Addendum, the term "Lessor" in the Original Lease is County, and the term "Lessee" in the Original Lease is Union. This Addendum is effective upon final signature of the Parties.

WHEREAS, County owns real property with a common address of 2020 Carey Avenue, in the City of Cheyenne, Laramie County, Wyoming, after County acquired said Property from the original lessor, the Voss Family Limited Partnership ("Predecessor") and that County has been assigned the Original Lease as Lessor.

WHEREAS, County's Predecessor and Union entered into the Original Lease (the Communication Site Lease dated September 1, 2005, and Communication Site Lease Addendum dated January 10, 2011, both attached and incorporated herein as "*Attachment A*"), pursuant to which Union was granted a lease of building rooftop space, building interior space and electrical power connections within the above described real property, including the associated ingress and egress on County's property for use as a communication electronics site.

WHEREAS, Union desires to amend the Original Lease to reconfigure the leased premises.

WHEREAS, County and Union have agreed to amend The Leased Premises portion of the Original Lease.

WHEREAS, County and Union have agreed to amend the Rent portion of the Original Lease.

WHEREAS, County and Union have agreed to amend the Use of Leased Premises portion of the Original Lease.

WHEREAS, County and Union have agreed to amend Exhibit "B" of the Original Lease.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph 1, The Leased Premises, shall be restated as follows:

1. The Leased Premises.

- (a) For and in consideration of the payment of the rentals and the performance of the covenants, conditions and promises hereinafter set forth to be performed by Union, County, as owner of the Property described in Exhibit "A" leases Union portions of the Property including:

Sections of the building rooftop more particularly described in Exhibit "B"

Sections of the building interior space more particularly described in Exhibit "B"

Site shall include space for cable runs to connect communications equipment and antennas, together with a non-exclusive easement(s) for unrestricted access thereto and to the appropriate, in the discretion of Union, source of utility, electric and telephone facilities. Union shall be entitled to use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, telecommunications service system facilities, including, without limitation, antenna equipment, cable wiring, buildings, equipment shelters, fiber optic facilities, back-up power sources (including generators and fuel storage tanks), related fixtures, an antenna structure, and such fencing as is necessary to reasonably restrict access to the facilities. Union will use the Site in a manner which will not unreasonably disturb the occupancy of County's other tenants. Union shall have access to the Site 24 hours per day, 7 days per week at no additional cost.

- (b) Union accepts the leased property in its "as is" condition without any responsibility of County for improvement, construction, repairs or alterations thereto.

2. Paragraph 3, Rent, shall be restated as follows:

Rent for the Leased Premises shall be paid in monthly installments of Eight Hundred Forty One Dollars and Forty-Five Cents (\$867.54) in advance. On September 1, 2026, and each annual anniversary of the Original Lease thereafter, Rent shall increase by three percent (3%) over the Rent in effect during the immediately preceding month.

3. Paragraph 4, Use of the Leased Premises, shall be restated as follows:

4. **Use of Leased Premises.**

- (a) County consents and agrees that Union, its employees, agents, and independent contractors ("Authorized Parties") may enter, upon approval and scheduling with County by giving twenty-four (24) hours advance notice, the Property to conduct and perform some or all of the following activities ("Permitted Activities"): surveys, geotechnical soil borings and analyses, phase I environmental audits, boundary surveys, radio propagation studies, and such other tests and inspections of the Property that Union may deem necessary or advisable. Union agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.
- (b) Union shall use the Leased Premises as a communication electronics site for the purposes related thereto, inclusive of a temporary facility (Cell on Wheels). Union shall construct and maintain, at Union's sole cost and expense, any required building(s), tower structures, and fences needed to support or contain electronic communication equipment and antennas.

Union shall, at its expense, provide all utilities required to service the communications facility. County will cooperate with Union in Union's efforts to obtain utilities from any location provided by County or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

- (c) County covenants and agrees that no part of the improvements installed, constructed, erected or placed by Union on the Site will be or become, or be considered as being, affixed to or a part of County's real property of which the Site is a part ("County's Property"). Any provisions and principles of law to the contrary notwithstanding, it is the specific intention of County and Union that all of such improvements, including without limitation, the Tower, will be and remain the property of Union despite any default or termination of this Lease and may be removed by Union at any time in Union's discretion.
- (d) Union may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the Site. County agrees to cooperate with Union with respect to obtaining any required zoning approvals for the Site and such improvements.
- (e) Union shall comply with all laws, ordinances, rules and regulations of all governmental authorities with jurisdiction over the leased premises.

4. Exhibit "B" of the Original Lease shall be replaced in its entirety as of the date of this First Amendment with the Exhibit "B-1" attached hereto and incorporated herein by this reference. Union shall supplement Exhibit "B-1" with an "As-Built" description upon completion of construction.

5. County and Union agree that all other terms and conditions of the Original Lease not specifically restated shall remain in full force and effect.

6. Entire Agreement: The Original Lease (12 pages) and this Addendum (10 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

7. Applicable Law and Venue: The parties mutually understand and agree the Original Lease and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Original Lease and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Addendum.

8. Governmental/Sovereign Immunity: The County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Addendum and asserts the same as an assignee to and for the Original Lease. Further, County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Original Lease and Addendum.

9. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Original Lease, the provisions and conditions set forth in this Addendum shall control.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Second Addendum to the Communication Site Lease, in counterparts, if necessary and is effective on the last date of signature between the Parties.

COUNTY:

UNION:

By: _____
Laramie County Board of Commissioners, Chair

By: Eric Woody
Union Telephone Company

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ with authority on behalf of the Laramie County Board of Commissioners.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF WYOMING)
COUNTY OF UINTA) ss

The foregoing instrument was acknowledged before me this 6th day of October, 2025, by Eric Woody, the CEO with authority on behalf of Union Telephone Company, a Wyoming corporation.

WITNESS my hand and official seal.

CHRIS ANN WALKER
Notary Public, State of Wyoming
Commission ID 168394
My Commission Expires APRIL 13, 2029

Chris Ann Walker
Notary Public

April 13, 2029

EXHIBIT "B-1"

PROJECT DATA PROJECT NO: 2020-001 DATE: 10/15/2020 BY: J. D. SMITH FOR: WYOMING FINANCIAL	Union Wireless WYOMING FINANCIAL COMMUNICATION SITE 2020 CAREY AVENUE CHEYENNE, WYOMING 82001, LARAMIE COUNTY ROOFTOP COLLOCATION PROPOSED RE-CONFIGURATION AND UPGRADES - TOWER WORK
PROJECT NOTES 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC ROADS AT ALL TIMES. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY BARRIERS AND WARNING SIGNS DURING ALL WORK ACTIVITIES. 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTING AND LANDSCAPING. 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING HISTORIC STRUCTURES AND FEATURES. 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CULTURAL RESOURCES AND MONUMENTS. 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING NATURAL RESOURCES AND HABITATS. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ANTHROPOLOGICAL AND HISTORIC RESOURCES. 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PREHISTORIC AND HISTORIC RESOURCES. 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ARCHAEOLOGICAL AND HISTORIC RESOURCES. 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING GEOLOGICAL AND HISTORIC RESOURCES. 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PALEONTOLOGICAL AND HISTORIC RESOURCES. 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING BOTANICAL AND HISTORIC RESOURCES. 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ZOOLOGICAL AND HISTORIC RESOURCES. 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AESTHETIC AND HISTORIC RESOURCES. 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SCIENTIFIC AND HISTORIC RESOURCES. 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING EDUCATIONAL AND HISTORIC RESOURCES. 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING RECREATIONAL AND HISTORIC RESOURCES.	PROJECT SITE THE PROJECT SITE IS LOCATED AT THE CORNER OF CAREY AVENUE AND 10TH STREET, CHEYENNE, WYOMING. THE SITE IS A 0.5-ACRE PARCEL WITH AN EXISTING 10-FOOT TALL FENCE AND A 10-FOOT TALL SIGN. THE SITE IS SURROUNDED BY RESIDENTIAL PROPERTIES AND A PUBLIC ROAD. THE EXISTING STRUCTURE IS A 10-FOOT TALL TOWER WITH A 10-FOOT DIAMETER. THE TOWER IS MADE OF STEEL AND IS IN POOR CONDITION. THE TOWER IS TO BE DEMOLISHED AND REPLACED WITH A NEW 10-FOOT TALL TOWER WITH A 10-FOOT DIAMETER. THE NEW TOWER IS TO BE CONSTRUCTED ON THE EXISTING FOUNDATION. THE NEW TOWER IS TO BE MADE OF STEEL AND IS TO BE PAINTED WHITE. THE NEW TOWER IS TO BE EQUIPPED WITH A 10-FOOT TALL SIGN AND A 10-FOOT TALL FENCE. THE NEW TOWER IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. THE NEW TOWER IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. THE NEW TOWER IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. THE NEW TOWER IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. THE NEW TOWER IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. THE NEW TOWER IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. THE NEW TOWER IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. THE NEW TOWER IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
APPROVED FOR LEASING DATE: 10/15/2020 BY: J. D. SMITH FOR: WYOMING FINANCIAL	UNION WIRELESS 10000 N. GARDEN AVENUE DENVER, CO 80231 TEL: 303.733.1234 WWW.UNITEDWIRELESS.COM



