## SECOND AMENDMENT TO SITE AGREEMENT

THIS SECOND AMENDMENT TO SITE AGREEMENT (“Amendment”) is made and entered into by and between SUSA Partnership LP (“Owner”), and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), successor in interest to Sprint Spectrum L.P. (“Sprint PCS”).

##### Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Sprint PCS (or as applicable, their respective predecessors in interest) entered into a Site Agreement dated October 17, 2002 (including any prior amendments, the “Agreement”) with respect to Premises located at 329 Second Street, Everett, Massachusetts.

B. Owner and Sprint PCS desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Sprint PCS covenant and agree as follows:

1. Sprint PCS will have the right to modify its Facilities as described and depicted on Exhibit A-1, which is attached hereto and by this reference incorporated herein, and Owner hereby consents to and approves of the modifications described and depicted on Exhibit A-1 in all respects. Exhibit A-1 hereby replaces Exhibit A-Site Plan. All work performed by Sprint PCS must comply with the Extra Space Storage Rooftop and Work Activities Policy, attached hereto as Exhibit A-2.

2. Commencing on October 16, 2022, the Renewal Term of the Agreement shall be extended for five (5) additional, five (5) year terms. (“Additional Renewal Terms”). The Agreement shall automatically renew for each successive Additional Renewal Term unless SprintPCS notifies Owner, in writing, of Sprint PCS’s intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

3. Effective October 16, 2022 (“Rent Commencement Date”), SprintPCS shall pay rent to Owner in the amount of Three Thousand Six Hundred Twelve and 23/100 Dollars ($3,612.23) per month.

4. Commencing with the Additional Renewal Terms, the rent for each Extended Period shall be increased by three (3%) percent of the rent for the immediately preceding year.

5. SprintPCS shall pay to Owner a one-time signing bonus payment of two thousand dollars ($2,000) to be made within forty-five (45) days of full execution of this Amendment.

6. Section 12 of the Agreement is amended to the limited extent of inserting the following language after the last sentence:

“In no event shall the cure period exceed one hundred twenty (120) days.”

7. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

* 1. “Insurance. Sprint PCS shall carry during the Term, at its own cost and expense, the following insurance: (i)"All Risk" property insurance for Sprint PCS’ property's replacement cost; (ii) ~~comprehensive general liability insurance with a~~ commercial general liability ~~endorsement~~ insurance having a minimum limit of liability of $2,000,000 for injury or death arising out of one occurrence and $5,000,000 for damage to property from any one occurrence. In addition, Sprint PCS shall carry automobile insurance covering all vehicles used in connection with any work performed under this Agreement, with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000. Sprint PCS shall also carry Statutory Workers’ Compensation and Employers Liability insurance with minimum limits of liability in accordance with applicable state law.
  2. Sprint PCS will ~~name~~ include Owner and its affiliates, Extra Space Management, Inc. and Extra Space Storage LP, as an additional insured under its liability policy. All insurance shall be issued through valid and enforceable policies issued by insurers licensed to do business in the state in which the Property is located who must be rated A+ or better by A.M. Best Company. Sprint PCS shall furnish a Certificate of Insurance evidencing that Sprint PCS carries the commercial general liability insurance within seven (7) days of full execution of this Agreement.

5.The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

6. Owner represents and warrants to Sprint PCS that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Owner has obtained any and all such consents or approvals.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

SUSA PARTNERSHIP LP SPRINT SPECTRUM L.P.

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

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

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

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

EXHIBIT A-1

EXHIBIT A-2

Macintosh HD:Users:kathrynkeber:Dropbox:Terabonne:Samples:ESS Rooftop Protection Policy Nov 2020 V6.pdf