

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT to Lease Agreement AntL-011 ("FIRST AMENDMENT") is made and entered into this 14th day of December, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California ("LESSOR"), and Fresno MSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE may, hereinafter, be referred to collectively as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement AntL-011, dated August 1, 2019 ("Lease Agreement") for the lease of communication equipment storage and antenna space atop the Fresno County Plaza Building, 2220 Tulare St., Fresno CA 93721 and space for wires, cables, conduits and pipes and ingress and egress (collectively, the "Premises"); and

WHEREAS, LESSOR and LESSEE desire to amend the Lease to extend the term of the Lease for one (1) additional five (5) year extension term, and make certain other modification to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. EXTENSION. The last sentence of Section 3 of the Lease is deleted, and the following language is added:

"Commencing on August 1, 2024, the Lease shall be automatically extended for five (5) years through July 31, 2029, unless LESSEE terminates the Lease at the end of the then-current term by giving LESSOR written notice of LESSEE's intent to terminate at least ninety (90) days prior to the end of the then-current term."

2. RENT. Section 4 shall be amended to add the following language at page two, at the start of line 24:

"Effective August 1, 2024, and due August 1, 2024, LESSEE shall pay rent in one annual installment at the rate of \$37,097.12, which includes the cost of all electricity required by LESSEE to operate its communications facility. Thereafter, the rent shall be paid in annual installments, due on or

1 about August 1 of each year. The annual installments shall increase according to the following schedule.

2 Beginning Date of Annual Rent	Rent Per Year
3 Period	
4 August 1, 2024	\$37,097.12
5 August 1, 2025	\$37,839.06
6 August 1, 2026	\$38,595.84
7 August 1, 2027	\$39,367.76
8 August 1, 2028	\$40,155.11

- 9 • "Includes Electricity"

10 3. REPRESENTATION AND WARRANTY. LESSOR represents and warrants to LESSEE
11 that it is the sole and exclusive fee simple owner of the Premises, that LESSOR has the full right and
12 authority to enter into this FIRST AMENDMENT, and that this FIRST AMENDMENT will be enforceable
13 in accordance with its terms and conditions. LESSOR hereby covenants and warrants to LESSEE that
14 this FIRST AMENDMENT does not require the approval of any lender holding a lien on the Premises,
15 nor of any other third party.

16 The parties agree that this FIRST AMENDMENT is sufficient to amend the Lease. The Lease is
17 hereby amended, ratified, and continued. Except as specifically modified by this FIRST AMENDMENT, it
18 is the intent of the parties that all of the terms and conditions of the Lease shall remain in full force and
19 effect. In the event of a conflict between any term and provision of the Lease and this FIRST
20 AMENDMENT, the terms and provisions of this FIRST AMENDMENT shall control. In addition, except
21 as otherwise stated in this FIRST AMENDMENT, all initially capitalized terms will have the same
22 respective defined meaning stated in the Lease. All captions are for reference purposes only, and shall
23 not be used in the construction or interpretation of this FIRST AMENDMENT. The parties agree that
24 upon execution of this FIRST AMENDMENT, the Lease and the FIRST AMENDMENT shall together be
25 considered the Lease.

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1 IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT as of the
2 day and year first hereinabove written.

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4 **LESSEE:**
5 **FRESNO MSA LIMITED**
6 **PARTNERSHIP d/b/a**
7 **Verizon Wireless by CELLCO**
8 **PARTNERSHIP, ITS GENERAL**
9 **PARTNER**

10 By: _____

11 *Scott Stewart*
12 *SCOTT STEWART*
13 *DIRECTOR. NETWORK*

14 Date: _____

15 *9/24/21*

16 **LESSOR:**
17 **COUNTY OF FRESNO**

18 By: _____

19 *Steve Brandau*
20 *Steve Brandau, Chairman of the Board of*
21 *Supervisors of the County of Fresno*

22 **ATTEST:**
23 **Bernice E. Seidel**
24 **Clerk of the Board of Supervisors**
25 **County of Fresno, State of California**

26 By: _____

27 *Lisei Cuyb*
28 **Deputy**

Fund: 0001

Subclass: 10000

ORG: 0415

Account: 3404