

**AMENDMENT #1 TO COUNTY OF MONTEREY WIRELESS COMMUNICATIONS
SITE LEASE AGREEMENT BETWEEN
COUNTY OF MONTEREY and WEATHERTOP RANCH LLC**

THIS AMENDMENT is made to the COUNTY OF MONTEREY WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter "LESSEE"), and WEATHERTOP RANCH LLC (hereinafter "LESSOR"), executed by Monterey County on June 3, 2013 (hereinafter "LEASE AGREEMENT"), for the right to install, maintain, and operate radio communications equipment on the property of LESSOR, described in Exhibit A of the LEASE AGREEMENT (hereinafter the "PREMISES").

WHEREAS, the LESSEE and LESSOR wish to amend the LEASE AGREEMENT to grant the LESSEE the authority to sublease the PREMISES, and to increase the total annual lease amount by five hundred dollars (\$500) annually for the term of each sublease executed by Lessee,

NOW THEREFORE, the LESSEE and LESSOR hereby agree to amend the LEASE AGREEMENT in the following manner:

1. Section 1, "RIGHT TO INSTALL, MAINTAIN AND OPERATE EQUIPMENT" shall be amended by removing, "*LESSEE may not sublease space on this communications facility.*" and replacing it with "*LESSEE may sublease space on this communications facility subject to the prior written approval and consent of the management and/or ownership of LESSOR.*"
2. Section 2, "LEASE FEES" shall be amended by removing "*For the rights granted under this Agreement, LESSEE shall pay to LESSOR a lease fee of \$500 ("Lease Fee") annually.*" and replacing it with "*For the rights granted under this Agreement, LESSEE shall pay to LESSOR a lease fee of \$500. annually (hereinafter "Lease Fee"), plus a sublease fee of \$500. annually ("Sublease Fee") for each sublease executed by LESSEE for so long as each such sublease remains in effect.*"
3. Each sublease shall be subject to, and shall comply with, the terms and conditions in the LEASE AGREEMENT.
4. Each sublessee will use the PREMISES only for a purpose consistent with the limited use allowed in the LEASE AGREEMENT.
5. Except as provided herein, all remaining terms, conditions and provisions of the LEASE AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the LEASE AGREEMENT.

6. LESSEE shall provide LESSOR with a fully-executed copy of any sublease, promptly after execution of such sublease, to be included and to be made part of the LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #1 on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions: _____

Deputy Auditor/Controller

Dated: 8-13-17

Approved as to Liability Provisions: _____

Risk Management

Dated: _____

Approved as to Form: _____

Deputy County Counsel

Dated: Sept 12, 2017

LESSOR

By: _____

Signature of Chair, President, or Vice-President

NING LIM, president, LLC

Printed Name and Title

Dated: 31 Aug 2017

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

David Rath-H, manager, LLC

Printed Name and Title

Dated: 31 Aug 2017

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.