## SECOND AMENDMENT TO COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between the County of Monterey a political subdivision of the State of California, having a mailing address of 1441 Schilling Place, South Building, $2^{\text {nd }}$ Floor, Salinas, CA 93901("LESSOR") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, $3{ }^{\text {rd }}$ Floor, Atlanta, GA 30319 ("LESSEE").

WHEREAS, LESSOR and LESSEE entered into a Wireless Communication Site Lease Agreement dated June $7^{\text {th }}, 2006$, amended February $16^{\text {th }}$ 2012, whereby LESSOR leased to LESSEE certain Premises, therein described, that are a portion of the Property located at 1410 Natividad Road, Salinas, CA ("Agreement"); and

WHEREAS, LESSOR and LESSEE executed a Grant of Easement on March 13, 2012 for access and conduit route purposes, which term coincides with the remaining term of the Agreement, including all renewals thereof; and

WHEREAS, LESSEE desires to modify its Equipment, which LESSOR is willing to approve; and
WHEREAS, LESSOR and LESSEE desire to adjust the Lease Fee in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, LESSOR and LESSEE desire to update the Notices section of the Agreement contained herein; and

WHEREAS, LESSOR and LESSEE desire to extend the term of the Agreement contained herein; and
WHEREAS, LESSOR and LESSEE, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. Modification of Equipment. LESSEE shall have the right to modify the Equipment as more completely described on attached Exhibit B-2. LESSOR's execution of this Amendment will signify LESSOR's approval of Exhibit B-2. Exhibit B-2 hereby replaces Exhibit B to the Agreement.
2. Lease Fee. Commencing on the first day of the month following the date that LESSEE commences construction of the modifications set forth in this Amendment, the Lease Fee shall be increased to Forty Seven Thousand Six Hundred Forty One and $32 / 100$ Dollars $(\$ 47,641.32)$ annually subject to further adjustments as provided in the Agreement.
3. Term Extension. Section 10. EXTENSIONS is amended as follows: This Agreement shall automatically be extended for one (1) additional five (5) year term unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate not less than six (6) months prior to the end of the then current term.
4. Notices. Section 15. NOTICES is replaced with the following:

Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized

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1|Page 1410 Natividad Rd, Salinas_ATT Amd 2(rev 8-22-22)
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overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

| If to LESSOR | County of Monterey | If to LESSEE: | New Cingular Wireless PCS, LLC |
| :---: | :---: | :---: | :---: |
|  | Public Works, Facilities, and Parks (PWFP), Dept. |  | Attn: Network Real Estate |
|  | c/o Real Property Specialist |  | Cell Site Number: CN3531A |
|  | 1441 Schilling Place |  | Cell Site Name: NATIVIDAD MED CENTER |
|  | Salinas CA 93901 |  | Fixed Asset Number: 10101934 |
|  | Tel: (831) 755-4855 |  | 1025 Lenox Park Blvd NE |
|  | Fax: (831) 755-4688 |  | $3^{\text {rd }}$ Floor |
|  | Email: <br> salcidog@co.monterey.ca.us |  | Atlanta, GA 30319 |
|  |  | With copy to: | New Cingular Wireless PCS, LLC <br> Attn: Legal Department <br> Cell Site Number: CN3531A |
|  |  |  | Cell Site Name: NATIVIDAD MED CENTER (CA) |
|  |  |  | Fixed Asset Number: 10101934 |
|  |  |  | 208 S. Akard Street <br> Dallas, Texas, 75202-4206 |

5. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement, and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect.
6. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LESSOR:
County of Monterey


Date: ${\underline{ }{ }^{9 / 2 / 2022 ~ \mid ~} 1: 20 \text { PM PDT }}^{\text {PD }}$

## APPROVED AS TO FORM:

Office of the County Counsel
Leslie J. Girard, County Counsel

LESSEE:
New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT\&T Mobility Corporation
Its: Manager

By:
Print Name: Michael Guibord
Title: Director RAN Construction
Date: $\qquad$ 8/25/2022

By:
Its:
By: Cuntry Builo
Print Name: Courtney Perillo
Title: Director Construction \& Engineering
Date: August 26, 2022


## EXHIBIT B-2

## SKETCH OF THE PREMISES

## (SEE INSERTED CONSTRUCTION PLANS)







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| 4. UNINTERRUPTED ELECTRICAL SERVICE FOR EXISTING EQUIPMENT SHALL BE MAINTAINEDDURING THE ISTALLATION OF THE WORK DESCRIIED UNDER THESE DOCUMENTS.TEMPORARY EQUIPMENT, CABLES AND WHATEVER ELSE IS NECESSARY SHALL BE PROVIDEDAS REQURED TO MAINTIN ELECTRICAL SERVICE TEMPORARY SERVICE FACIITIES, IF |  |
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| 7. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OFSYSTEMS AND EQUIPMENT UNLESS OTHERWISE DEFINED BY DIMENSIONS OR DETALLS.EXACT EQUIPMENT LOCATIONS AND RACEWAY ROUTING SHALLL BE GOVERNED BY ACTUALFIELD CONDITIONS ANDIOR DIRECTIONS FROM AT\&T'S REPRESENTATIVE.8. CONTRACTOR SHALL PAY ALL PERMITS AND FEES REQUIRED. |  |
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| k. NEC (NATIONAL ELECTRICAL CODE)10. CONTRACTOR SHALL REVIEW PLANS, DETAILS AND SPECIFICATIONS IN DETAIL AND ADJUSTWORK TO CONFORM WITH ACTUAL SITE CONDITIONS SO THAT ELECTRICAL DEVICES AND |  |
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| CONDITIONS, IN ADDITION, CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS TO INSTALL EQUPMENT FURNISHED BY AT\&T OR ITS SUPPLERS. ALL TIEMS NOT SPECIFICALLY MENTIONED HEREIN OR SHOWN ON THE DRAWINGS, BUT WHICH ARE OBVIOUSLY NECESSARY TO MAKE A COMPLETE WORKING INSTALIATION, SHALI BE INCLUDED. |  |
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