

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (this “First Amendment”) is entered into this ____ day of _____, 20__ (“Effective Date”), by and between CITY OF GRASS VALLEY (“Lessor”), with a mailing address of 125 East Main Street, Grass Valley, California 95945 and CCTM1 LLC, a Delaware limited liability company (“Lessee”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement dated November 28, 2016 (the “Agreement”), a memorandum of which was recorded in the official records of Nevada County, California (“Official Records”) on January 10, 2017 at Document No. 20170000690, whereby Lessee leased certain real property, together with access and utility easements, located in Nevada County, California from Lessor (the “Leased Premises”), all located within certain real property owned by Lessor (“Lessor’s Property”); and

WHEREAS, the Leased Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on December 1, 2016 and expired on July 13, 2027. The Agreement provides for three (3) extensions of five (5) years each (each a “Renewal Term”). According to the Agreement, the final Renewal Term expires on July 13, 2042; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
2. First Additional Leased Premises. The Leased Premises is hereby expanded to include additional space, which consists of approximately fifty (50) square feet at a location more particularly described in Exhibit B-1 attached hereto (the “First Additional Leased Premises”). All references to the Leased Premises in the Agreement shall be deemed to include the existing Leased Premises and the First Additional Leased Premises. Notwithstanding anything to the contrary in this First Amendment, Lessee is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this First Amendment. In the event the location of any of Lessee’s or its sublessees’ existing improvements, utilities, and/or access routes are not depicted or described on Exhibit B-1, Lessee’s leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Leased Premises shall be deemed to include such areas.

3. First Additional Rent. In consideration of the First Additional Leased Premises, Lessee shall pay to Lessor One Thousand Nine Hundred Thirty-Five and 60/100 Dollars (\$1,935.60) per year (“First Additional Rent”), payable in equal monthly installments, beginning upon the commencement of installation of improvements within the First Additional Leased Premises and continuing thereafter until the earlier of (i) the expiration of the Lease Term, or (ii) the “Return of the First Additional Leased Premises” as set forth below. The First Additional Rent shall be due and payable concurrently with the monthly Rent. On December 1, 2023 and on each anniversary of that date thereafter, the First Additional Rent shall increase in accordance with subsection (A) “Rent” of Section 1 of the Agreement for so long as such First Additional Rent is payable to Lessor as set forth herein.

4. Right to Return the First Additional Leased Premises. Lessee shall have the option, upon thirty (30) days’ prior written notice to Lessor, in its sole and absolute discretion, to return the First Additional Leased Premises to Lessor and to terminate the agreement of the same by removing all improvements from the First Additional Leased Premises and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the “Return of the First Additional Leased Premises”).

5. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Lessor and Lessee with respect to the Leased Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Agreement as amended.

d) Lessor acknowledges that the Leased Premises, as defined, shall include any portion of Lessor’s Property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

6. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

7. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey (“Survey”) specifically describing the Leased Premises and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

8. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment (“Memorandum”) in the Official Records at any time following the execution of this First Amendment by all parties hereto. In addition, Lessee shall have the right in its discretion, to record a notice of agreement, affidavit or other form to be determined by Lessee without Lessor’s signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this First Amendment.

9. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this First Amendment and executed and adopted by a party with the intent to sign such First Amendment, including facsimile or email electronic signatures.

[Execution Pages Follow]

This First Amendment is executed by Lessor as of the date first written above.

LESSOR:
CITY OF GRASS VALLEY

By: _____
Print Name: _____
Print Title: _____

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:
CCTM1 LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

EXHIBIT B-1

First Additional Leased Premises