

**FIRST AMENDMENT TO SITE LEASE
BETWEEN CITY OF KERMAN AND FRESNO MSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS**

This First Amendment to Site Lease (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between City of Kerman (“LESSOR”), and Fresno MSA Limited Partnership d/b/a Verizon Wireless (“LESSEE”). LESSOR and LESSEE may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

RECITALS

A. LESSOR and LESSEE (or their predecessors in interest) entered into that certain Site Lease dated September 26, 2007, as may have been previously amended and/or assigned, (the “Agreement”); and

B. Under the Agreement, LESSEE is leasing or licensing from LESSOR a portion of that certain property located at 15201 W. California Avenue, in the City of Kerman, County of Fresno, State of California, as more particularly described in the Agreement. The Agreement is set to expire on December 31, 2023, and the Parties wish to extend the term of the and modify certain provisions.

AGREEMENT

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Commencing on January 1, 2024, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless LESSEE terminates the Agreement by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2024, the annual rent during the Initial Extension Term shall be \$21,000.00, to be paid in equal monthly installments on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2025, the annual rent shall increase by 2.50% over the annual rent then in effect and by 2.50% over the then current annual rent on each one-year anniversary of January 1, 2025, thereafter.

3. Rent Credit. This First Amendment provides for a reduction in rent, effective January 1, 2024. The Parties acknowledge and agree that LESSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be

applied against LESSEE's rent due under the Agreement if Lessee provides notice to Lessor within 60 days of such overpayment.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

5. Ratification and Reaffirmation. LESSOR and LESSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement or this First Amendment.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this First Amendment below, intending to be bound.

LESSOR:

CITY OF KERMAN,
a California general law city

By: _____
Name: John Jansons
Title: City Manager
Date: _____

LESSEE:

FRESNO MSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
By: Cellco Partnership, Its General Partner

By: _____
Name: Sergei Mislevy
Title: Executive Director-Network Engineering/Real Estate
Date: _____