

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced, a California Charter Municipal Corporation ("Lessor"), and NCWPCS MPL 29-Year Tower Holding, LLC, a Delaware Limited Liability Company, by CCATT LLC, A Delaware Limited Liability Company, its Attorney in Fact ("Lessee").

WHEREAS, the former Redevelopment Agency of the City of Merced ("Agency") and Cellular 2000, a Michigan partnership, d/b/a Cellular One ("Cellular One") previously entered into that Lease Agreement dated November 4, 1996, for the location of a cellular tower on the rooftop at 1729 "M Street in Merced, California owned by the Agency; and

WHEREAS, the Redevelopment Agency subsequently transferred the property to the City of Merced and the City of Merced became the Lessor for purposes of the Lease Agreement; and

WHEREAS, pursuant to a number of transfers and assignments, NCWPCS MPL 29-Year Tower Holding, LLC became the Lessee for purposes of the Lease Agreement; and

WHEREAS, Lessee provided the required notice to extend the term of the Lease Agreement until October 31, 2021; and

WHEREAS, Lessee wishes to obtain the right to extend the Lease Agreement, at its option, for up to two additional five-year terms and up to one additional two-year term; and

WHEREAS, Lessor is willing to grant Lessee three extensions of the Lease Agreement, subject to the terms and conditions of the Lease Agreement as amended.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 25, "Notices" is hereby amended to read as follows:

“25. NOTICES: Any notices which either party may or is required to give, shall be given at the following addresses:

To Lessor: City Clerk  
City of Merced  
678 W. 18th Street  
Merced, California 95340

With a copy to: City Attorney  
City of Merced  
678 W. 18th Street  
Merced, California 95340

To Lessee: NCWPCS MPL 29-Year Tower  
Holding, LLC  
Attn: Network Legal  
208 S. Akard Street  
Dallas, TX 75202-4206

With a copy to: CCATT, LLC  
Attn: Legal Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other.

2. Section 26, “Holding Over” is hereby amended to read as follows:

“26. HOLDING OVER: Any holding over after expiration of this Lease, with the consent of Lessor, shall become a month-to-month tenancy at a monthly rate of Two Thousand Five Hundred Dollars (\$2,500), payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice.”

3. Section 29, "OPTION TO RENEW" of the Lease Agreement is hereby amended to read as follows:

"29. OPTIONS TO RENEW: Provided that Lessee is not in default in the performance of the Lease, Lessee shall have the option to renew this Lease for two additional five-year terms and one additional two-year term. If Lessee wishes to exercise one of these options, it shall provide written notice to Lessor of its intention to exercise the option to renew at least ninety (90) days prior to the expiration of this Lease or any extension thereof. If Lessee does not exercise the option to extend the Lease at least ninety (90) days prior to the expiration of this Lease or any extension thereof, then the Lease shall expire at the end of the term of the Lease or any extension thereof; provided, however, Lessee's obligations under the Lease (including the payment of any rent that is due as of the date of expiration of the Lease (Section 39); maintenance, repairs and alterations (Section 7); indemnification (Section 9); and trade fixtures (Section 16)) shall survive the expiration or termination of the Lease."

4. Except as herein amended, the Lease Agreement dated November 4, 1996 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Lease Agreement to be executed on the date first above written.


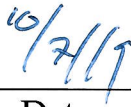
CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

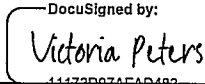
BY:    
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

LESSEE  
NCMPCS MPL 29-Year Tower Holding,  
LLC, a Delaware Limited Liability  
Company

By: CCATT LLC  
Its: Attorney in Fact

BY:  DocuSigned by:  
Victoria Peters  
11173D97AFAD483...

Victoria Peters

(Typed Name)

Its: Real Estate Manager  
(Title)