

Prepared by: Denise Scherer
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

Parcel ID: 3112-001-904

**AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT
(GROUND)**

THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Amendment") is executed this _____ day of _____, 2022 ("Effective Date") by and among **THE CITY OF LANCASTER, a California municipal corporation**, having an address at 44933 Fern Ave, Lancaster, CA 95321-2461 ("Lessor") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487-1307 ("Lessee").

WHEREAS, Lessor and Nextel of California Inc., a Delaware limited liability corporation, d/b/a Nextel Communications, entered into that certain Communications Site Lease Agreement (Ground), dated April 22, 2000, as evidenced by that certain Memorandum of Agreement dated April 13, 2009, and recorded July 10, 2009, as Document Number 20091043844, and assigned to Lessee, f/k/a TowerCo Assets LLC, a Delaware limited liability company, successor by merger to Tower Entity 7 LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease dated September 23, 2008, and recorded March 2, 2009 as Document Number 20090291082; both recordings of the Official Records of Los Angeles County, California, as amended and assigned from time to time (collectively, "Agreement") for Lessee's use of a portion of the real property ("Premises") located at 3334 West Ave. K (Rawley-Duntley Park), Lancaster, CA 93534 ("Land"), being more particularly described in the attached **Exhibit "A"**; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 4. Term**, of the Agreement is hereby amended to include the following:

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include five (5) additional successive terms of five (5) years (each a "Renewal Term"). Each Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Agreement prior to the commencement of the succeeding Renewal Term. The first Renewal Term shall commence on May 2, 2030, upon the expiration of the Renewal Term expiring on May 1, 2030.

2. The third (3rd) sentence in **Section 14. Assignment and Subletting**, of the Agreement is hereby deleted in its entirety and replaced with the following:

Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, provided, however, that Lessor shall not assign this Agreement to any company or its affiliates (a) engaged in the business of owning, operating or maintaining wireless communications facilities, or (b) having any interest as a landlord, tenant or any other capacity in any wireless communications ground lease or easement, without Lessee's written consent, in Lessee's sole and absolute discretion.

3. **Section 19. Notices**, subsection (d) of the Agreement is hereby amended as follows:

If to Lessor: City of Lancaster
44933 Fern Ave
Lancaster, CA 95321-246

If to Lessee: SBA 2012 TC Assets, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: CA45564-A/Desert View

4. Upon full execution of this Amendment, Lessee shall pay to Lessor a one-time payment of Twenty Thousand and No 100 dollars (\$20,000.00).
5. Capitalized terms not defined in this Amendment will have the meaning

ascribed to such terms in the Agreement.

6. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
7. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
8. Lessor acknowledges that the attached **Exhibit "A"** may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such exhibit with an accurate survey and legal descriptions of the Premises and re-record this Amendment with Lessor's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Following such re-recording, the descriptions of the Premises described therein shall serve as the descriptions for same for all purposes under the Agreement.
9. Lessor represents and warrants to Lessee that Lessor is the sole owner in fee simple title to the Premises and Lessor's interest under the Agreement and that consent or approval of no other person is necessary for Lessor to enter into this Amendment.
10. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
11. Lessee shall have the right to record this Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

LESSOR:

The City of Lancaster, a California municipal corporation

_____ By: _____

Print Name: _____ Print Name: _____

_____ Title: _____

Print Name: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document
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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2022, before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person who executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(NOTARY SEAL)

WITNESSES:

LESSEE:

**SBA 2012 TC Assets, LLC, a Delaware
limited liability company**

Print Name:_____

By:_____
Martin Aljovin
Vice President - Asset Optimization

Print Name:_____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 2022, by Martin Aljovin, Vice President - Asset Optimization of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

Notary Public
My Commission Expires_____

(NOTARY SEAL)

EXHIBIT “A”

Legal description to be incorporated upon receipt of final survey.

The Land is described and/or depicted as follows:

Lots 4 and 5, Larson Tract, in the City of Lancaster, County of Los Angeles, State of California, as shown on map filed in Book 13, page 36, of Maps, in the office of the Registrar-Recorder of said County.

Excepting therefrom that portion thereof which lies within the easterly 130 feet of the northerly 310 feet of said Lot 4.

Also excepting to the County of Los Angeles, all oil, gas, hydrocarbons, or other minerals in and under the above described parcel of land without the right of surface entry for development thereof.