

Market: San Francisco
Cell Site Number: CNU0967
Cell Site Name: CA 267 – Lakeport (CA)
Fixed Asset Number: 10129937

**AMENDMENT NO. 5 TO LEASE AGREEMENT BETWEEN THE COUNTY OF LAKE
AND NEW CINGULAR WIRELESS PCS, LLC**

THIS AMENDMENT NO. 5 TO LEASE AGREEMENT (“**Amendment**”) dated as of the latter of the signature dates below, is by and between County of Lake, a political subdivision of the State of California, having a mailing address of 333 Second Street, Lakeport, CA 95453 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, formerly known as Edge Wireless, LLC, having a mailing address of 1025 Lenox Park Blvd NE, Third Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated May 10, 2005, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 255 N. Forbes Street, Lakeport, CA 95453 as amended by that certain Amendment No.1 to Contract dated June 1, 2005, that certain Amendment No. 2 to Lease Agreement dated May 15, 2006, that certain Amendment No. 3 to Lease Agreement dated August 13, 2013, and that certain Fourth Amendment to Lease Agreement dated December 2, 2014 (collectively, the “**Lease**”) and

WHEREAS, Lessor and Lessee desire, in their mutual interest, wish to amend the Lease as set forth below.

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. “USE OF GENERATOR” is hereby added to the Lease as follows:
Generator. Lessor hereby grants to Lessee the right to use to Lessor’s generator and related appurtenances including, but not limited to, Lessor’s Automatic Transfer Switch, located on the Property. The location of the Lessee’s and Lessor’s facility and generator shall hereinafter be referred to as the “Generator Area” and is identified and described in Exhibit B attached hereto and made a part hereof. Lessor’s generator shall be owned by Lessor and Lessee shall have the right to draw emergency power from the generator (to the extent emergency power is available) for the operation of Lessee’s Facilities. For the purpose of this Amendment No. 5, “emergency power” is defined as the electrical power available from Lessor’s generator when electricity from the public utility provider is otherwise unavailable. Lessor makes no warranty that emergency power shall be sufficient or adequate for Lessee’s needs and Lessor shall have no liability to Lessee for failure to provide such emergency power.
2. The following provision is added to Section 11 (“ADJUSTED RENT”) of the Lease as follows:

Commencing the first day of the month following commencement of installation of the Automatic Transfer Switch to the existing generator (“**Increase Commencement Date**”), rent shall be increased by Two Hundred Fifty and No/100 Dollars (\$250.00) per month, subject to further adjustments, if any, as provided in the Lease; provided that the first such increased payment shall not be due until sixty (60) days after the Increase Commencement Date and provided further that the increased Rent for any partial month occurring after the Increase Commencement Date shall be pro-rated.

3. “INDEMNIFICATION” is hereby added to the Lease as follows:
Indemnities. Each party hereto shall indemnify, defend and hold the other party harmless against any third party claims, liabilities, losses, costs, expenses and damages (including reasonable attorneys’ fees and costs) from any: (i) material breach by the indemnifying party of any provision of the Lease; or (ii) personal injury or property damage to the extent resulting from or arising out of any action (or inaction where action is required or advisable) by the indemnifying party, or its employees, agents, or contractors, related to the Premises. This Section shall survive the expiration or earlier termination of this Lease.

4. “LIMITATIONS OF LIABILITY” is hereby added to the Lease as follows:
Limitations of Liability. Neither party hereto shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

5. “GENERATOR USE” is hereby added to the Lease as follows:
Other. Lessor represents and warrants that, to its knowledge, no conditions exist within the Generator Area or otherwise on the Property where the Premises and Generator Area are located that would adversely impact Lessee’s permitting, installation and/or use of the generator within the Generator Area. Lessor authorizes Lessee to prepare, execute and file all required applications to obtain any government approvals for Lessee’s use of the Generator Area under this Lease and agrees, at Lessee’s request, to reasonably assist Lessee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Lessee may use the generator in the manner set forth in applicable law. Lessee may terminate this Amendment by written notice to Lessor at any time, and the rent increase set forth in Section 2 above shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty (120) days after termination of this Amendment, Lessee shall remove its equipment from the Generator Area; provided that any portions of the equipment that Lessee fails to remove within such period and cessation of Lessee’s operations at the Generator Area shall be deemed abandoned. Lessee shall repair any damage, less ordinary wear and tear, to the Generator Area caused by its removal activities.

6. Notices. Lessor's and Lessee's notices addresses under Section 28 of the Lease are hereby amended as follows:

If to LESSOR: Public Services
 Director
 County of Lake
 333 Second Street
 Lakeport, CA
 95453

If to LESSEE: New Cingular Wireless PCS, LLC

Attn: TAG – LA
Re: Cell Site # CNU0967
Cell Site Name: CA267-Lakeport
Fixed Asset #: 10129937
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site # CNU0967
 Cell Site Name: CA267-Lakeport
 (CA)
 Fixed Asset #: 10129937
 208 S. Akard Street
 Dallas, Texas, 75202-4206

7. Other Terms and Conditions Remain. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment. The rights granted to Lessee herein are in addition to and not intended to limit any rights of Lessee in the Lease. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Lease shall apply to the generator share with Lessor.

8. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LESSOR:

County of Lake,
a political subdivision of the State of
California

LESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

By:  _____

Print Name: _____

Print Name: **Michael Gulbord**
Director

Its: _____

Its: **Construction & Engineering**

Date: _____

Date: **11/3/2021**

lll

EXHIBIT B

DESCRIPTION OF GENERATOR SHARE PREMISES AREA

Page 1 of 3

That approximate 10 foot by 10 foot ground level area immediately appurtenant to the northwest corner of the Lake County Courthouse located at 255 N. Forbes St., Lakeport, California.

Page 2 depicts the generator data plate

Page 3 depicts the ATS

DATA PLATE



UNIT MODEL TP600
UNIT SERIAL 32521
ENGINE MODEL TP600
ENGINE SERIAL 11-0072523
GEN MODEL MT-0072523 **SERIAL** MT-0072523
VOLTAGE 480 **RATED** 600 **KW**
AMPERE 803 **RATED** **KVA**
POWER FACTOR 0.8 **INSULATION CLASS** H
TEMP RISE 125 °C **PHASE** Ø **W**
DUTY CYCLE EST 100% **FREQUENCY** **HZ**
SPEED 1800 **RPM** **DATE** 11-2019
AMBIENT 40 °C

PHONE: 601-932-5674

www.taylorpower.com



MODEL 573RSL6433 **PART NO.** VT573R4033
SERIAL MT-0072530 01/2019 **CATALOG NO.** 573RSL6433
FRAME 573 **ENCL** OPEN **ADAPTION** 0-18
TYPE RSL **Hz** 60 **RPM** 1800 **AMB.** 27 °C
INS. CLASS H4 **RISE BY RES.** 130 °C
FIELD AMPS 2.2 **FIELD VOLTS** 55

CONTINUOUS			DUTY SERVICE RATINGS		
VOLTS	PHASE	PF	KW	KVA	AMPS
480	3	0.8	700	875	1052
208	3	0.8	700	875	2429
240	3	0.8	700	875	2105

ASSEMBLED IN MEXICO
marathon
 Generators

SYNCHRONOUS
AC GENERATOR

B-535878



EMISSIONS CONTROL INFORMATION

SER. NO. : JGDF5101N05445D

Engine Family **JCPXL18.1NYS** Displacement **18.1 - L**

This engine conforms to **2018** U.S. EPA regulations for stationary compression-ignition engines. For Stationary Emergency Use Only when used within the United States
 This engine conforms to **2018** U.S. EPA regulations for nonroad compression-ignition engines when used in Guam, American Samoa, or The Commonwealth of The
 Northern Mariana Islands. THIS ENGINE IS EXEMPTED FROM THE REQUIREMENTS OF 40 CFR PARTS 89 AND 1039 AND CALIFORNIA 13 CCR CH 3 ARTICLE 4 AS A
STATIONARY ENGINE. INSTALLING OR USING THIS ENGINE IN ANY OTHER APPLICATION MAY BE A VIOLATION OF US FEDERAL OR CALIFORNIA LAW
 SUBJECT TO CIVIL PENALTY. THIS ENGINE DOES NOT COMPLY WITH U.S. EPA TIER 4 NONROAD EMISSION REQUIREMENTS. IMPORTING THIS ENGINE FOR
 OFF-ROAD MOBILE USE INTO THE UNITED STATES OR ANY TERRITORY OF THE UNITED STATES EXCEPT GUAM, AMERICAN SAMOA, OR THE COMMONWEALTH
 OF THE NORTHERN MARIANA ISLANDS MAY BE A VIOLATION OF FEDERAL LAW SUBJECT TO CIVIL PENALTY. THIS ENGINE IS CERTIFIED TO OPERATE ON
 COMMERCIALLY AVAILABLE DIESEL FUELS.

DATE OF MANUFACTURE: NOV 2018



Part 3 Use only after Oct 1

