

SECOND AMENDMENT TO FACILITY SPACE LICENSE AGREEMENT

This Second Amendment to Facility Space License Agreement (the “**Amendment**”) is effective as of the date of execution by the last party to sign (the “**Effective Date**”) by and between County of Lake, a political subdivision of the State of California (“**Licensor**”) and T-Mobile West LLC, a Delaware limited liability company (“**Licensee**”) (collectively, the “**Parties**”).

Licensor and Licensee (or their predecessors-in-interest) entered into that certain Facility Space License Agreement dated November 10, 2009, (the "License Agreement") as amended by the First Amendment to Facility Space License Agreement dated June 2, 2015, (the "First Amendment") regarding Licensor's licensed area ("Site") located at 9289 Kinecti Road, Kelseyville, CA 95451. KINECTI

NOW, for good and valuable consideration, Licensor and Licensee agree as follows:

1. Full Force and Effect. The Agreement is in full force and effect and neither Licensors nor Licensee is in breach under the terms of the Agreement, as of the Effective Date.
2. Termination Date. Section 2 – Termination Date, under subheading “TERM” in Attachment C – Term & License Fee, to the License Agreement is hereby deleted in its entirety and replaced with the following:

Termination Date: Five (5) years (the "Initial Term") to commence on November 20, 2019. Thereafter, provided it has faithfully performed its obligations under this License Agreement, the License Agreement shall automatically renew for up to four (4) additional and successive five (5) year terms (each a "Renewal Term"), upon the same provisions hereof, provided, that Licensee may elect not to renew by providing Licensor one hundred twenty (120) days' notice prior to the expiration of the then current Renewal Term.

3. Early Termination. Section 3 – Additional Provisions Regarding Term, under subheading “TERM” in Attachment C – Term & License Fee, to the License Agreement is hereby deleted in its entirety and replaced with the following:

3. Additional Provisions Regarding Term:

3.1 Early Termination. Upon any early termination of this Agreement by Licensee, Licensee shall make full pay the License Fee and any other amounts due under the Agreement through the date of termination.

4. License Fee. Section 1 – License Fee, under subheading “LICENSE FEE” in Attachment C – Term & License Fee, to the License Agreement is hereby amended to add the following at the end of the current paragraph:

At the commencement of the second Renewal Term provided for in this License Agreement, as amended, Licensee shall pay Licenser Forty-Two Thousand and No/100 Dollars (\$42,000.00) per year (the "License Fee") in advance, by the fifth day of each anniversary date. The License Fee shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the License Fee for the immediately preceding year.

5. Additional Charges. Any charges payable under the License Agreement other than License Fee and Road Maintenance Fee shall be billed by Licenser to Licensee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Licenser.
6. Notices. Paragraph 14 of the First Amendment is hereby deleted in its entirety and replaced with the following:

All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Licenser or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ SF40838B

If to Licenser:

County of Lake
255 North Forbes Street
Lake-Port, California 95453

Paragraph 41.3 of the License Agreement is hereby deleted in its entirety.

7. Permits. Licensee and Licenser will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Site.
8. Memorandum of Agreement. Licenser will execute a Memorandum of Agreement at Licensee's request. If the Site is encumbered by a deed, mortgage, or other security interest, Licenser will also execute a subordination, non-disturbance, and attornment agreement.
9. Conflicts. Except as expressly set forth in the First Amendment and this Amendment, the License Agreement, as amended, otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the License Agreement and/or the First Amendment, the terms and provisions of this Amendment shall control. Each reference in the License Agreement to itself shall be deemed also to refer to this Amendment.

10. Counterparts. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
11. Authority. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Licensor:

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

By: _____
Chair, Board of Supervisors

By: _____
ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

By: Lloyd C. Guintivano, Deputy County Counsel
APPROVED AS TO FORM
ANITA L. GRANT
County Counsel

Licensee:

T-Mobile West LLC, a Delaware limited liability company

By: Mike Taylor
Print Name: Mike Taylor
Title: VP Technology Procurement
Date: 11/5/2019

Kelly Dunham 10/23/19
T-Mobile Contract Attorney
As to form

