

## FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (“**First Amendment**”) is made and effective as of the last date of the signatures below, by and between **SARBJIT SINGH KHEHRA** (“LESSOR”) and **FRESNO MSA LIMITED PARTNERSHIP** d/b/a **Verizon Wireless** (“LESSEE”).

### RECITALS

- A. LESSOR is the owner of that certain property located at 5915 Weedpatch Hwy, Lamont, CA.
- B. LESSOR and LESSEE (or their predecessors in interest) entered into that certain Land Lease Agreement dated November 6, 2001 (the “Agreement”).
- C. LESSOR and LESSEE have agreed to amend the Agreement, pursuant and subject to the terms and provisions of this First Amendment, to extend the term of the Agreement.

### AGREEMENT

NOW, THEREFORE, 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 December 1, 2026, the Agreement shall be extended for five years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for five (5) additional terms of five (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 December 1, 2026, the ~~monthly~~ <sup>Annual</sup> rent shall be \$16,452.45 to be paid 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 December 1, 2027, the monthly rent shall increase by 2.00% over the monthly rent then in effect and by 2.00% over the then current monthly rent on each one-year anniversary of December 1, 2027 thereafter.
3. 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. Execution of this First Amendment shall not constitute a release of LESSOR or LESSEE from any obligation or liability set forth in the Agreement.

**\*SIGNATURE PAGE TO FOLLOW\***



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

**LESSOR:**

SARBJIT SINGH KHEHRA

By: 

Name: Sarbjit Singh Khehra

Title: Owner

Date: 04/15/2025

**LESSEE:**

FRESNO MSA LIMITED PARTNERSHIP

d/b/a Verizon Wireless

By: Cellco Partnership

Its: General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_