

## FIRST AMENDMENT TO LICENSE WITH OPTION

This First Amendment to License with Option (this “**Amendment**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **the City of Carson, a municipal corporation and a charter city (“Licensor”)** and **LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership d/b/a Verizon Wireless (“Licensee”)**.

### RECITALS

A. Licensor is the owner of that certain real property located at 19101 South Wilmington Avenue, in the City of Carson, County of Los Angeles, State of California (APNs 7320-005-901 & 902) (“**Property**”).

B. Licensor and Licensee entered into that certain License With Option dated as of August 10, 2009 (“**License Agreement**”), pursuant to which Licensee leases the Premises from Licensor for installation and operation of an Antenna Facility, as more particularly described in the License Agreement.

C. That certain Memorandum of License Agreement was recorded on \_\_\_\_\_, 2009 as Instrument No. \_\_\_\_\_ in the Official Records of Los Angeles (“**Official Records**”).

D. Licensor and Licensee now desire to extend and amend the License Agreement to provide, including but not limited to, additional Renewal Terms, an increase in the monthly License Fee, requirements for amending or assigning the License Agreement, estoppel certificate, etc. in accordance with the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above which are incorporated herein, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Defined Terms.** Any capitalized terms used in this Amendment that are not defined herein shall have the same meanings given to those terms in the License Agreement.

**2. Effective Date.** This Amendment shall be effective upon the date that the First Amendment to Memorandum of License Agreement (in the form attached hereto as Exhibit A) is recorded in the Official Records of Los Angeles County (“**Official Records**”).

**3. License Agreement Amendment.** As of the Effective Date, the License Agreement is amended as follows:

**Additional Renewal Terms.** Section 3(a) is amended to provide that upon expiration of the current Renewal Term on August \_\_, 2024, Term shall be automatically renewed for four (4) additional successive terms each of five (5)

years (each an “**Additional Renewal Term**”) upon the same terms and conditions stated in the License Agreement, unless Licensee terminates it at the end of the then current Additional Renewal Term by giving Licensor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

**License Fee Increase.** Section 4 is amended as follows:

**Subsection (a)** is amended to provide that upon commencement of the first Additional Renewal Term granted under Section 3(a) above, the License Fee shall be increased to Four Thousand Dollars (\$4,000) monthly and shall be paid on the first day of each month for the first year of the Renewal Term.

**Subsection (b)** is deleted in its entirety and the following is inserted in its place and stead: “The monthly License Fee shall automatically increase on each anniversary of the Renewal Term by three percent (3%) of the License Fee paid for the previous year.”

**Subsection (c) One Time Fee** is added as follows: “As consideration for negotiating the First Amendment, Licensee agrees to pay to Licensor a one-time, non-refundable, administrative fee of Ten Thousand Dollars (\$10,000.00) within thirty (30) days of the Effective Date.”

**New Subsection (e) Interest** is added as follows: “Any amount payable to Licensor pursuant to this License, other than late charges, that is not received by Licensor within ten (10) days following the date on which it was due will bear interest starting on the eleventh (11<sup>th</sup>) day after it was due and continue until paid to Licensor. The interest rate shall be ten percent (10%) (“**Interest**”), but will not exceed the maximum rate allowed by law. Interest is payable in addition to the late charge in Section 5 but shall not accrue on the late charge.”

(iii) **Taxes.** Section 14 is amended to delete the existing provision and the following is substituted in its place and stead:

“(a) **Mandatory Disclosure.** Notice is hereby given to Licensee pursuant to California Revenue and Taxation Code Section 107.6 and Health and Safety Code Section 33673 that the interest of Licensee created in the Lease Premises pursuant to this Agreement may be subject to real property taxation and accordingly Licensee may be subject to the payment of property taxes levied on said possessory interest.

(b) **Payment of Taxes.** As a governmental entity, Licensor and the Property are exempt from real estate taxes. Licensee shall pay prior to delinquency any and all personal property taxes and possessory interest taxes attributable to the Leased Premises. Licensee shall indemnify, defend and hold harmless Licensor against any and all such taxes, fees, penalties or interest assessed, or imposed against Licensor

hereunder. In the event Licensee fails to timely pay any tax, assessment, fee, penalty or interest, Licensors, at its option, shall have the right to pay such charge and treat such payment as additional rent to be charged to Licensee and paid by Licensee to Licensors within thirty (30) days after receipt of written notice from Licensors. Licensee shall be solely responsible for the payment of all taxes attributable to its operations, including but not limited to, sales taxes and income taxes.”

(iv) **Insurance.** The amount of coverage shall be increased from One Million Dollars (\$1,000,000) to Two Million Dollars (\$2,000,000). A copy of an insurance certificate of coverage naming Licensors as an additional insured as its interests may appear shall be provided to Licensors.

(v) **Assignment and Subleasing.** Section 21 is amended to provide that any assignment or sublease must be recorded in the Official Records.

(vi) **Notices.** Section 17 is amended to change the additional notice to Licensors be sent to:

Aleshire & Wynder  
18881 Von Karman Avenue Suite 1700  
Irvine, CA 92612  
Attn Sunny Soltani, City Attorney

(vii) **Entire Agreement; Amendments.** Section 28 is amended to require that any amendments must be recorded in the Official Records to be effective.

(viii) **Estoppel Certificate.** A new Section 31 is added as follows: “Within fifteen (15) business days after written notice from Licensors, Licensee shall execute, acknowledge and deliver to Licensors or its designee an estoppel certificate. Licensee’s failure to deliver such documents within the specified time period shall be a material default under this License Agreement. In addition, Licensee agrees to provide such financial statements of Licensee as may be reasonably required by Licensors or such lender or prospective purchaser.”

(ix) **Release of Recorded Documents.** A new Section 32 is added as follows: “Upon termination of this License Agreement for any reason, Licensee shall promptly execute, acknowledge and deliver to Licensors a document to remove the License Agreement from the Official Records in a form as reasonably required by title insurance company.”

**4. Continued Effect.** Except, as specifically modified by this Amendment, all of the terms and conditions of the License Agreement shall remain in full force and effect, and the parties hereby ratify and affirm the terms of the License Agreement.

5. **No Default.** Neither party is in default of the License Agreement as of the Effective Date.

6. **Conflict.** In the event of a conflict between any term or provisions of the License Agreement and this Amendment, the terms and provisions of this Amendment shall control.

7. **Miscellaneous.** All captions are for reference purposes only and shall be used in the construction or interpretation of this Amendment.

8. **Representation.** Each individual executing this Amendment on behalf of Licensee, represents, warrants and covenants to Licensors that (a) such entity is duly formed and authorized to do business in the state of its incorporation, (b) such person is duly authorized to execute and deliver this Amendment on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (c) such entity is bound under the terms of this Amendment.

9. **Exhibits.** Exhibit A is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Licensors and Licensee have caused this Amendment to be executed by each party's duly authorized representative as of the Effective Date.

**LICENSOR:**

CITY OF CARSON, a municipal corporation and California charter city

By: \_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Sunny Soltani, City Attorney (ANL)

**LICENSEE:**

LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership d/b/a Verizon Wireless

By: AirTouch Cellular Inc, a California corporation  
General Partner

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

Its: \_\_\_\_\_

**EXHIBIT A**

**FIRST AMENDMENT MEMORANDUM**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Ginsberg Jacobs LLC  
300 South Wacker Drive, Suite 2750  
Chicago Illinois 60606  
Attention: Mark A. Biesiada  
**Re: Dominguez University**

APN: 7320-005-901 & 902

(Space above this line for Recorder's use)

**MEMORANDUM OF FIRST AMENDMENT TO LICENSE WITH OPTION**

This MEMORANDUM OF FIRST AMENDMENT TO LICENSE WITH OPTION is made this \_\_\_ day of \_\_\_\_\_, 2023, by and between **the City of Carson, a municipal corporation and charter city ("Licensor")** and **LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership d/b/a Verizon Wireless ("Licensee")**. Licensor and Licensee are jointly referred to as the **"Parties."**

A. Licensor is the owner of that certain real property located at 19101 South Wilmington Avenue, Carson, California 90746 (APN \_\_\_\_\_) (**"Property"**).

B. Licensor and Licensee are the parties to that certain License With Option dated August 10, 2009 (**"License Agreement"**), pursuant to which License leases use of the Premises for installation and operation of an Antenna Facility, as more particularly described in the License Agreement.

C. The Parties memorialized Lessee's lease interest by recording a Memorandum of License dated \_\_\_\_\_ in the Los Angeles County Recorder's office on \_\_\_\_\_ as Instrument No. \_\_\_\_\_.

D. The License Agreement currently will expire on August 10, 2024 (**"Existing Term"**).

E. The Parties have entered into that certain First Amendment to License With Option dated \_\_\_\_\_, 2023 (**"Amendment"**) which, among other things, provides four (4) additional five (5) year Renewal Terms as defined in Section 3(a) (**"Additional Renewal Term(s)"**), each of which shall be deemed automatically exercised unless Licensee terminates the License at the end

of the then current term by giving Licensor written notice of its intent to terminate at least six (6) months prior to the end of the then current term.

F. The Amendment also provides, among other things, for an increase in the that the monthly License Fee and revise other provisions and add certain provisions.

G. A copy of the Amendment is a public record available at City Hall.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LICENSOR:**

CITY OF CARSON, a municipal  
corporation and a California charter city

By: \_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Sunny Soltani, City Attorney (ANL)

**LICENSEE:**

Los Angeles SMSA Limited Partnership,  
a California limited partnership d/b/a  
Verizon Wireless

By: AirTouch Cellular Inc., a California  
corporation  
General Partner

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

Its: \_\_\_\_\_

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.

State of CALIFORNIA

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
(here insert name of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, 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.

Signature \_\_\_\_\_ (Seal)

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.

State of CALIFORNIA

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
(here insert name of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, 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.

Signature \_\_\_\_\_ (Seal)