

## FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (“**First Amendment**”), made effective as of the latter of the signature dates below (“**First Amendment Effective Date**”), is entered into by and between Sonoma County Water Agency, a body corporate and politic organized and existing under and by virtue of the laws of the State of California, having a mailing address of 404 Aviation Boulevard, Santa Rosa, CA 95403 (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company, having a mailing address of 701 Palomar Airport Road, Suite 160, Carlsbad, CA 92011 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Ground Lease Agreement dated June 4, 2024, whereby Landlord granted to Tenant the right to lease certain Premises, therein described, that are a portion of the Property located at 10290 Westside Road, Healdsburg, CA 95448, County of Sonoma (APN: 110-280-007-000) (“**Agreement**”); and

WHEREAS, Landlord and Tenant desire to update Exhibit B to the Agreement; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Modifications.** Per Section 2.5 of the Agreement, Tenant wishes to remove and replace the existing Exhibit B – Site Plan with the attached Exhibit B – Site Plan and Exhibit B-1 – Utility Routes.
2. **Construction and Ongoing Use.** Tenant has the right to install and operate transmission cables from the equipment shelters or cabinets to the antennas, electric lines from the main feed to the equipment shelters or cabinets and communication lines from the Parcel’s main entry point to the equipment shelters or cabinets, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment, all at Tenant’s cost and expense. Tenant also has the right to install and maintain vegetation to screen the tower site.
3. **Right to Order and Install Utilities for Permitted Use.** Tenant shall have the right to install, upgrade and maintain utilities, including but not limited to electric power and fiber, as permitted under Section 1 (Premises), all at Tenant’s cost and expense. Landlord hereby agrees to grant to any utility provider an easement, in, on, under and over the Parcel, substantially within the descriptions shown in Exhibit B-1 Utility Routes, from an open and improved public road to the Premises, and upon the Premises, associated with Tenant’s Permitted Use on terms and conditions as approved by Landlord. Upon Tenant’s or utility provider’s request, Landlord shall execute a separate recordable easement evidencing this grant, at Tenant’s cost. Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities and shall prepare utility applications, and Landlord agrees to reasonably cooperate and execute any required applications for obtaining and maintaining utilities. Tenant’s interest in the utility easement shall be limited to the Term of the Agreement.
  - (a) Landlord grants to Tenant the right to receive utility services including, but not limited to electric facilities, appurtenances and associated equipment, and the right for Pacific Gas and Electric Company (PG&E) and their agents and successors to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use said utility facilities, together with the right for the utility service supplier to ingress and egress from said utility facilities across the Premises. Landlord grants the right for the utility service supplier to trim or cut down any trees or brush within five (5) feet on each side of the centerline of said utility facilities. In addition, Landlord shall not erect or construct any building or other structure, or drill or operate any well within five (5) feet in each side of the centerline of said

facilities, as shown in Exhibit B-1 – Utility Routes.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

6. **Counterparts; Electronic Signatures.** This First Amendment may be signed in any number of counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument. Signatures may be applied through manually written signatures, authenticated electronic signatures (including DocuSign or Adobe Sign), or by applying a stored image of a manually written signature. The signed First Amendment may be delivered on paper, or an electronic image (including PDF or jpeg file) delivered via email attachment or as a download link from an electronic file delivery system or by facsimile. Counterparts and electronically signed agreements shall legally bind the parties to the same extent as original documents.

[Remainder of page left intentionally blank. Signature blocks immediately follow on next page.]

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be effective as of the First Amendment Effective Date.

**LANDLORD:**

Sonoma County Water Agency,  
a body corporate and politic organized  
and existing under and by virtue of the laws  
of the State of California

**TENANT:**

Public Safety Towers, LLC,  
a Delaware limited liability company

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

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

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

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

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

Print Name: Doug Lodder

Its: Chief Executive Officer

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

**EXHIBIT B**  
**Amended Site Plan**

**EXHIBIT B-1**

**Utility Routes**