FIFTH AMENDMENT TO GROUND LEASE

T	HIS FIF	TH AME	NDMENT	TO GRO	DUND L	LEASE (t	he "Fi	ifth Ame	ndment")	is made
								, by and		
UNION	HIGH S	SCHOOL	DISTRIC	Γ OF RI	VERSIE	DE COU	NTY	(hereinaf	ter referr	ed to as
"Landlor	d") and	NCWPCS	MPL 22	YEAR	SITES	TOWER	RHOL	DINGS	LLC, a I	Delaware
limited li	ability c	ompany, b	y and thro	ugh its A	ttorney	In Fact, C	CCAT	T LLC, a	Delawar	e limited
liability of	company	(hereinaft	er referred	to as "T	enant").					

RECITALS

WHEREAS, Landlord and Los Angeles Cellular Telephone Company, a California general partnership ("Original Tenant") entered into a Ground Lease dated October 1, 1991 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Riverside County, California from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Lease was amended by that certain Amendment to Ground Lease dated March 6, 1995 ("First Amendment"), by that certain Second Amendment to Ground Lease dated October 10, 1997 ("Second Amendment"), by that certain Amendment No. 3 to Ground Lease dated July 15, 1999 ("Third Amendment"), and by that certain Fourth Amendment to Ground Lease dated August 9, 2005, a memorandum of which was recorded in the official records of Riverside County, California ("Official Records") on September 1, 2010 as Document No. 2010-0419874 ("Fourth Amendment") (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease"); and

WHEREAS, NCWPCS MPL 22 – Year Sites Tower Holdings LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on October 1, 1991. The Fourth Amendment provides for a new initial term, commencing on September 1, 2005 and expiring on August 31, 2010 ("New Initial Term"). The Fourth Amendment further provides for five (5) extensions of sixty (60) months each beyond the New Initial Term, three (3) of which were exercised by Tenant. According to the Lease, the final extension expires on August 31, 2035; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

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

- 1. <u>Recitals; Defined Terms</u>. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.
- 2. <u>Second New Space</u>. The existing Premises is hereby expanded in size to include additional space, which consists of a forty-eight (48) square foot parcel of real property adjacent to the existing Premises at a location more particularly described on <u>Exhibit A-1</u> attached hereto and shown on the Site Plan attached hereto as <u>Exhibit B</u> (the "Second New Space"). The Premises, as modified and expanded, is described on <u>Exhibit A-2</u> attached hereto. Any conflicts between the description attached to this Fifth Amendment and those contained in the Original Lease or Third Amendment shall be resolved in favor of this Fifth Amendment. Notwithstanding anything to the contrary in this Fifth Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Fifth Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.
- 3. Second Additional Rent. In consideration of the lease of the Second New Space, Tenant shall pay to Landlord the amount of Four Hundred and 00/100 Dollars (\$400.00) per month ("Second Additional Rent"), beginning upon the commencement of installation of improvements within the Second Additional Lease Area and continuing thereafter until the earlier of (i) the expiration of the term of the Lease; or (ii) the "Return of the Second New Space" as set forth below. The Second Additional Rent shall be due and payable concurrently with and shall escalate upon the same terms and at the same time as the monthly Rent set forth in the Lease, as amended, for so long as such Second Additional Rent is payable to Landlord as set forth herein. Commencing on September 1, 2028, and on the each anniversary of this date thereafter, the Second Additional Rent shall increase by two point eight percent (2.8%) of the Second Additional Rent in effect for the immediately preceding year.
- 4. <u>Right to Return the Second New Space</u>. Tenant shall have the option, upon thirty (30) days prior written notice to Landlord, in its sole and absolute discretion, to return the Second New Space to the Landlord and to terminate the lease of the same by removing all improvements from the Second New Space and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the Second New Space"). Effective upon removal of all improvements from the Second New Space, the Second Additional Rent shall cease and will no longer be due or payable.
- 5. <u>Conditional Signing Bonus</u>. Tenant will pay to Landlord a one-time amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for the full execution of this Fifth Amendment, payable within sixty (60) days of the full execution of this Fifth Amendment ("Conditional Signing Bonus"). In the event that this Fifth Amendment (and any applicable memorandum of Lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.
- 6. <u>Representations, Warranties and Covenants of Landlord</u>. Landlord represents, warrants and covenants to Tenant as follows:

- a) Landlord is duly authorized to and has the full power and authority to enter into this Fifth Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.
- b) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.
- c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.
- d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Fifth Amendment.
- 7. <u>Notices</u>. Tenant's notice address as stated in Section 5 of the Fourth Amendment is amended as follows:

If to Tenant:

NCWPCS MPL 22 – Year Sites Tower Holdings LLC Legal Department Attn: Network Legal 208 S. Akard Street Dallas, TX 75202-4206

With a copy to:

CCATT LLC

Attn: Legal – Real Estate Department 2000 Corporate Drive Canonsburg, PA 15317

- 8. <u>IRS Form W-9</u>. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Fifth Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord's Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.
- 9. <u>Letter Agreement</u>. This Fifth Amendment supersedes that certain Letter Agreement by and between Landlord and Tenant dated July 29, 2021, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Fifth Amendment, the terms and conditions in this Fifth Amendment shall control.

- 10. <u>Counterparts</u>. This Fifth Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.
- 11. <u>Remainder of Lease Unaffected</u>. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Fifth Amendment is hereby amended to be consistent.
- 12. <u>Recordation</u>. Tenant, at its cost and expense, shall have the right to record a memorandum of this Fifth Amendment in the Official Records at any time following the execution of this Fifth Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Fifth Amendment.

[Signature pages follow]

Landlord and Tenant have caused this Fifth Amendment to be duly executed on the day and year first written above.

LANDLORD:

PERRIS UNION HIGH SCHOOL DISTRICT OF RIVERSIDE COUNTY

By:	
Print Name:	
Title:	
Landlord affirms that th	is Fifth Amendment
was approved at a duly	
meeting held on	2021

[Tenant Execution Page Follows]

This Fifth Amendment is executed by Tenant as of the date first written above.

TENANT:

NCWPCS MPL 22 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney In Fact

By:		
Print Name:		
Title:		

EXHIBIT A-1

(Legal Description of Second New Space)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 30, SOUTH 89° 49' 21" EAST, 545.72 FEET;

THENCE DEPARTING SAID MID-SECTION LINE, SOUTH 00° 10' 39" WEST, 49.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 10' 39" WEST, 8.00 FEET;

THENCE NORTH 89° 49' 21" WEST, 6.00 FEET;

THENCE NORTH 00° 10' 39" EAST, 8.00 FEET;

THENCE SOUTH 89° 49' 21" EAST, 6.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.001 ACRES (48 SQUARE FEET) OF LAND MORE OR LESS.

TOGETHER WITH AND RESERVING A NON-EXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.

EXHIBIT A-2

(Legal Description of Premises, as expanded)

PREMISES, AS EXPANDED (comprised of Tower Lease Area and Second New Space)

TOWER LEASE AREA DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 30, SOUTH 89° 49' 21" EAST, 587.20 FEET;

THENCE DEPARTING SAID MID-SECTION LINE, SOUTH 00° 10' 39" WEST, 44.70 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 10' 39" WEST, 24.50 FEET;

THENCE NORTH 89° 49' 21" WEST, 10.00 FEET;

THENCE SOUTH 00° 10' 39" WEST, 6.50 FEET;

THENCE NORTH 89° 49' 21" WEST, 28.00 FEET;

THENCE NORTH 00° 10' 39" EAST, 31.00 FEET;

THENCE SOUTH 89° 49' 21" EAST, 38.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.026 ACRES (1,113 SQUARE FEET) OF LAND MORE OR LESS.

TOGETHER WITH AND RESERVING A NON-EXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.

SECOND NEW SPACE DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 30, SOUTH 89° 49' 21" EAST, 545.72 FEET;

THENCE DEPARTING SAID MID-SECTION LINE, SOUTH 00° 10' 39" WEST, 49.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 10' 39" WEST, 8.00 FEET:

THENCE NORTH 89° 49' 21" WEST, 6.00 FEET;

THENCE NORTH 00° 10' 39" EAST, 8.00 FEET;

THENCE SOUTH 89° 49' 21" EAST, 6.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.001 ACRES (48 SQUARE FEET) OF LAND MORE OR LESS.

TOGETHER WITH AND RESERVING A NON-EXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.

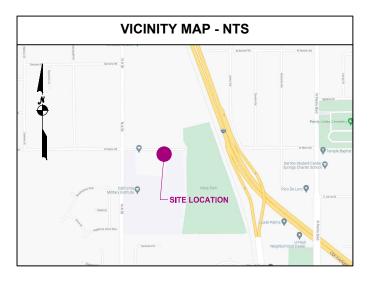
CONTAINING A COMBINED TOTAL OF 1,161 SQUARE FEET, MORE OR LESS.

EXHIBIT B (Site Plan)

TOWER SURVEY

845242

PERRIS 300 1/2 W METZ ST **PERRIS, CA 92570 RIVERSIDE COUNTY**



SURVEY PROCEDURES & EQUIPMENT

THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS AS REQUIRED BY ISTATE REQUIREMENTS FOR BOUNDARY SURVEYS].

INSTRUMENTS USED: - SPECTRA PRECISION SP60 GNSS RECEIVER USING THE SMARTNET VRS NETWORK

- TRIMBLE S6 SERIES ROBOTIC TOTAL STATION

CONTENTS

COVER SHEET
PROPERTY OVERVIEW
EASEMENT OVERVIEW
SITE BOUNDARY
LEGAL DESCRIPTIONS

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	883,643	20.286
TOWER LEASE AREA	1,113	0.026
SECOND NEW SPACE	48	0.001

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
C.L.	CENTERLINE

SURVEY PERFORMED FOR:



1500 Corporate Drive Canonsburg, PA 15317

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC. 13430 NW 10th Terrace, Suite A, Alachua, FL 32615 Tele: (386) 418-0500 | Fax: (386) 462-9986

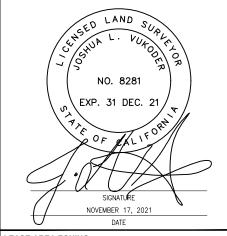
SURVEY PERFORMED BY:

3550 W. MARKET ST., SUITE 200, AKRON, OH 44333 Tele: (800) 787-8397 | www.NV5.com

SURVEYOR'S CERTIFICATION:

I hereby certify to [Crown Entity To Be Determined], Crown Castle USA Inc., including its parents, subsidiaries and affiliated entities, and Westcor Land Title Insurance Company.

SURVEYOR NAME: JOSHUA L. VUKODER CALIFORNIA CERTIFICATE NO. 8281



LEASE AREA ZONING:

PUBLIC/SEMI-PUBLIC FACILITIES/UTILITIES

LEASE AREA FLOOD NOTE:

ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 06065C 1440 H, EFFECTIVE AUGUST 18, 2014, AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD

BASIS OF NORTH:

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON GPS OBSERVATION AND RELATED TO THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CALIFORNIA ZONE VI - EPSG: 2230 - NAD83).

- 1. SURVEY PERFORMED ON 09/17/2021. 2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (CALIFORNIA ZONE VI - EPSG: 2230 - NAD83), WITH (NAVD88) VERTICAL DATUM.
- NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED

- HEREUN ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

 ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

 NOT ALL SYMBOLS ARE DEPICTED TO SCALE.

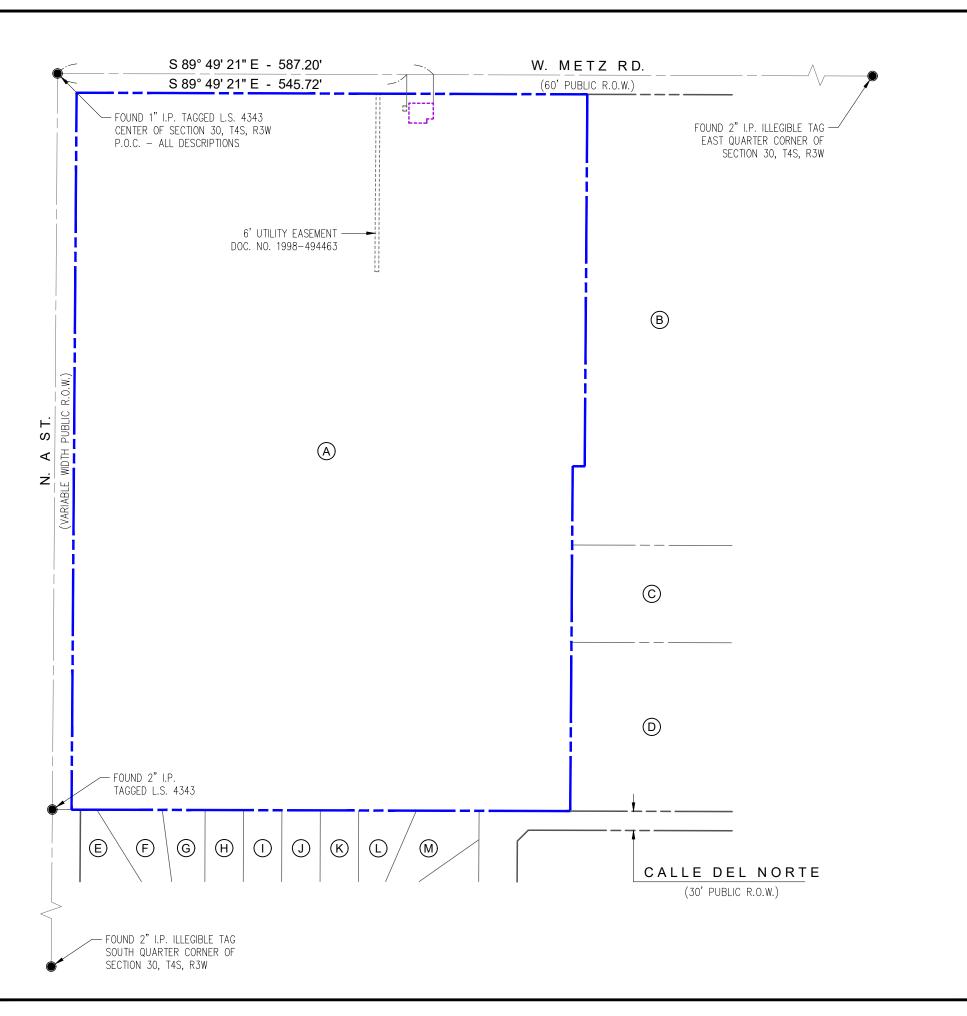
 THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	/ DATE		DESCRIPTION	DRWN
1	10/11/21		COMMENTS	CDG
2	11/0	02/21	COMMENTS	CDG
SITE	NFO	RMATIC	N:	
Nam	е	PERF	RIS	
BUN		8452	42	
Address		300	1/2 W METZ ST	
PERF		PERF	RIS, CA 92570	
County		RIVE	RSIDE COUNTY	
SITE LOCATED IN:			:	

Section 30, Township 4 South, Range 3 West

TOWER SURVEY

SHEET TITLE: COVER SHEET



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	883,643	20.286
TOWER LEASE AREA	1,113	0.026
SECOND NEW SPACE	48	0.001

PROPERTY INFORMATION

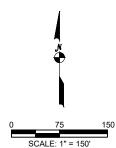
PARENT PARCEL

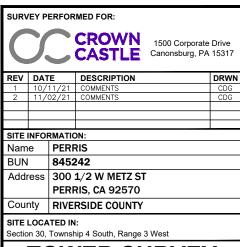
A PERRIS UNION HIGH SCHOOL DISTRICT OF RIVERSIDE COUNTY
APN 311-100-018
Deed: 2395-78

Address: 300 1/2 W Metz St Perris, CA 92570

ADJACENT PARCELS

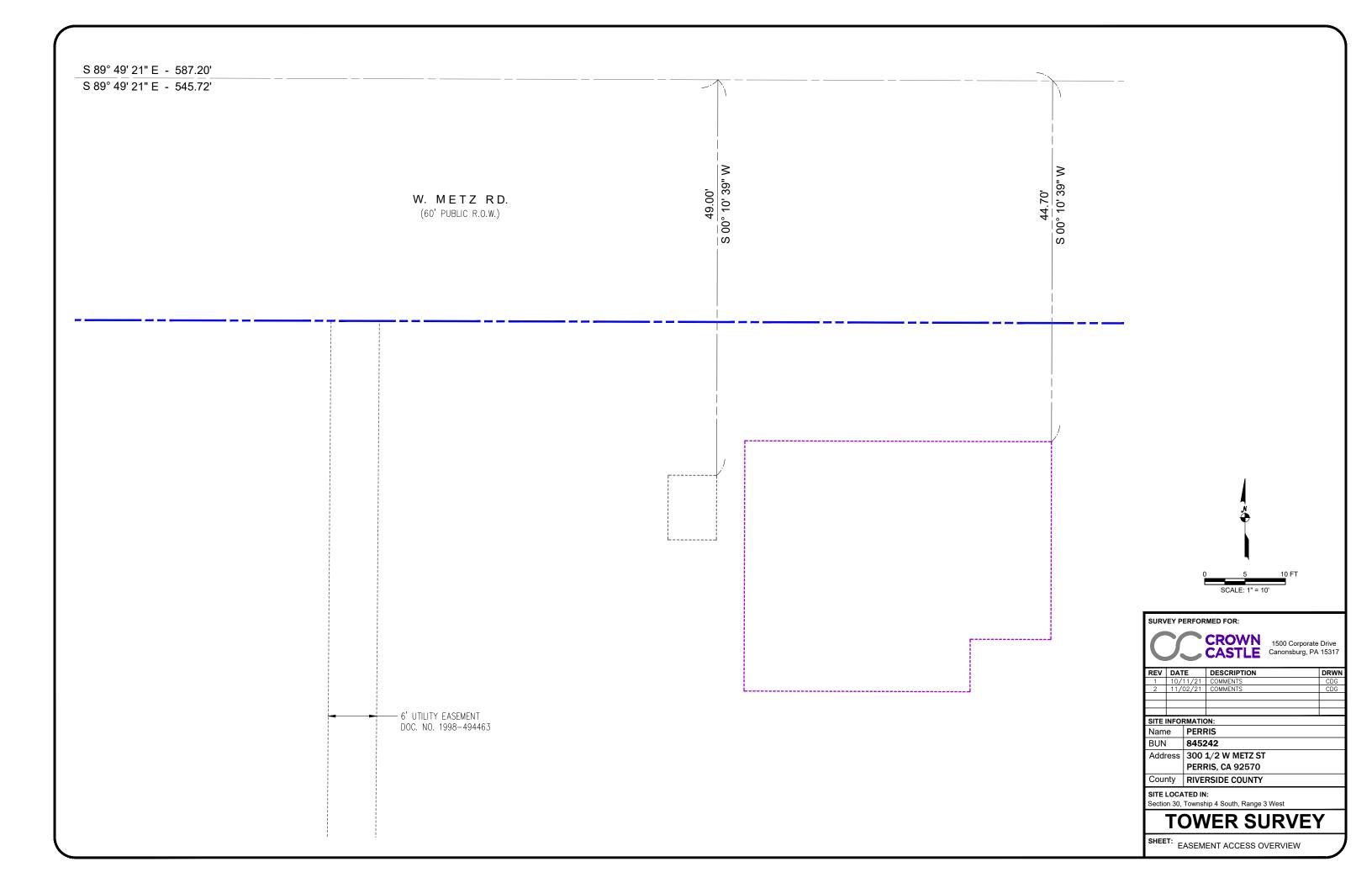
- B RIVERSIDE COUNTY FLOOD CONTROL DISTRICT APN 311-100-023
- (C) RIVERSIDE COUNTY FLOOD CONTROL DISTRICT APN 311-100-004
- RIVERSIDE COUNTY FLOOD CONTROL DISTRICT APN 311-100-005
- BAUTISTA OSCAR / BAUTISTA-BELTRAN BRISEIDA APN 311-430-034
- F BAUTISTA ROSALBA APN 311-430-033
- G UJUETA ANTHONY CHRISTOPHER / UJUETA ALISON FRANCES APN 311-430-032
- H THURSBY GEORGE HUGH APN 311-430-031
- CASTILLEJA ROLAND / CASTILLEJA NORA APN 311-430-030
- WYATT DARRYL / WYATT WILLIE MAE APN 311-430-029
- $\overbrace{\text{MARTINEZ ARMINDA RIVAS / VILLAGRAN MARVIN MARLON FLORE APN 311-430-028}$
- ESPINOZA GRISELDA / MAYA JOSE ARTURO APN 311-430-027
- M BRISENO RAFAEL / BRISENO IRMA APN 311-430-026

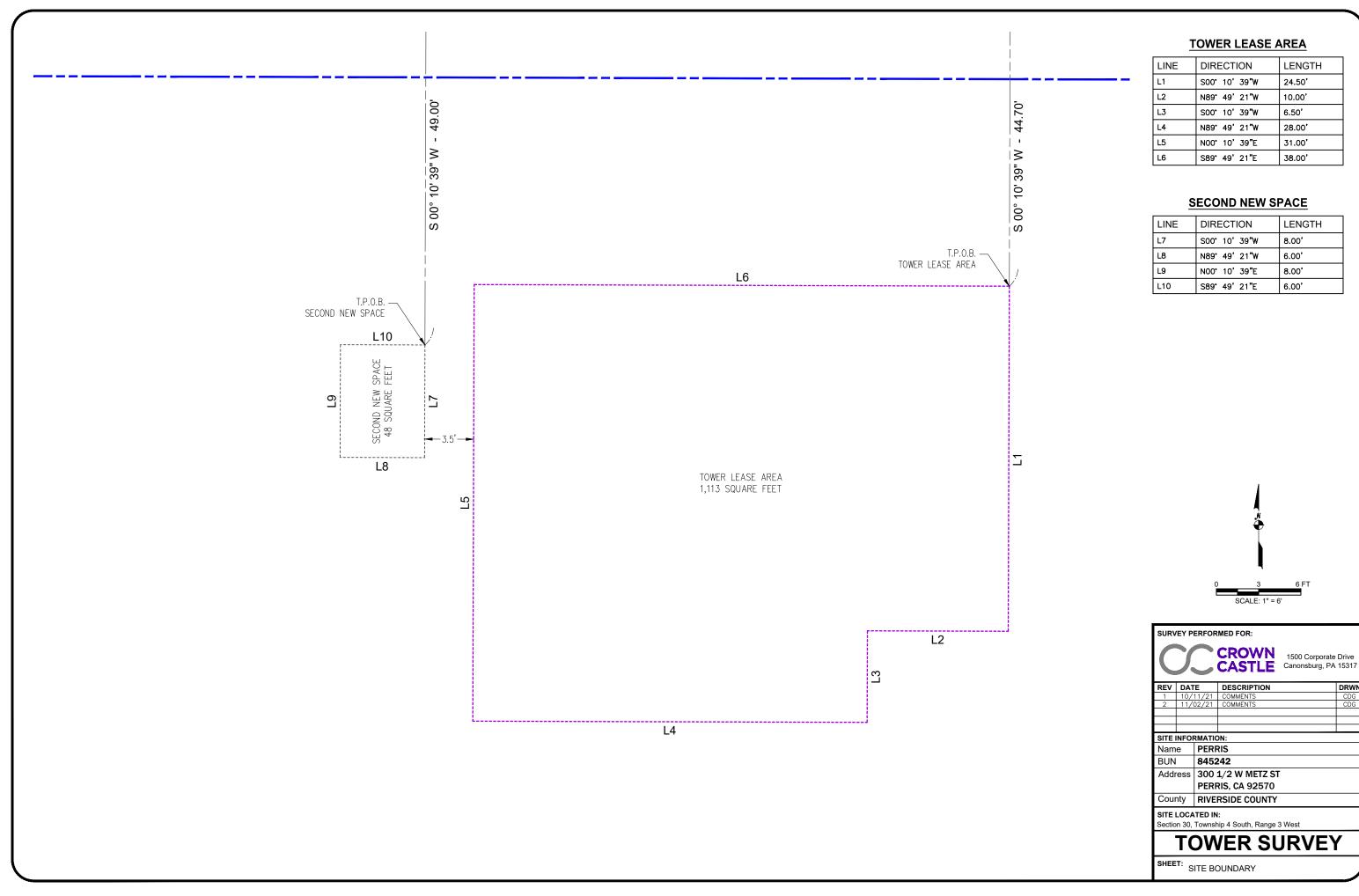




TOWER SURVEY

SHEET: PROPERTY OVERVIEW





1	10/		COMMENTS	CDG
2 11/02/21		02/21	COMMENTS	CDG
SITE	NFO	RMATIC	ON:	
BUN 8452 Address 300 PERF		PERF	RIS	
		8452	242	
		300	1/2 W METZ ST	
		PERF	RIS, CA 92570	
		DIVE.	PSIDE COUNTY	