

THE THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment to License Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Perris Union High School District of Riverside County**, a California public school district ("**Licensor**"), and **Los Angeles SMSA LP d/b/a Verizon Wireless** ("**Licensee**") (Licensor and Licensee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Licensor owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Licensor and Licensee (or its predecessor-in-interest) entered into that certain License dated October 31, 1997 (as the same may have been amended, collectively, the "**License**"), pursuant to which the Licensee licenses a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the License (such portion of the Parent Parcel so licensed along with such portion of the Parent Parcel so affected, collectively, the "**Licensed Premises**"), which Licensed Premises are also described on **Exhibit A**; and

WHEREAS, Licensee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **California Tower, Inc.**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower sublicenses, manages, operates and maintains, as applicable, the Licensed Premises, all as more particularly described therein; and

WHEREAS, Licensee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Licensee, all as more particularly set forth in the POA; and

WHEREAS, Licensor and Licensee desire to amend the terms of the License to extend the term thereof and to otherwise modify the License as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** American Tower, on behalf of Licensee, shall pay to Licensor a one-time payment in the amount of **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)** (the "**One-Time Payment**"), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Licensee's receipt of this Amendment executed by Licensor, on or before September 9, 2017; (b) Licensee's confirmation that Licensor's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Licensor's ownership; (c) Licensee's receipt of any documents and other items reasonably requested by Licensee in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Licensee of an original Memorandum (as defined herein) executed by Licensor.
2. **License Term Extended.** Notwithstanding anything to the contrary contained in the License or this Amendment, the Parties agree the License originally commenced on October 31, 1997 and, without giving effect to the terms of this Amendment but assuming the exercise by Licensee of all remaining renewal options contained in the License (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the License is otherwise scheduled to expire on October 30, 2017. In addition to any Existing Renewal Term(s), the License is hereby amended to provide Licensee with the option to extend the License for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the License, (a) all Existing Renewal Terms and New Renewal Terms shall

automatically renew unless Licensee notifies Licensor that Licensee elects not to renew the License at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Licensor shall be able to terminate this License only in the event of a material default by Licensee, which default is not cured within sixty (60) days of Licensee's receipt of written notice thereof, provided, however, in the event that Licensee has diligently commenced to cure a material default within sixty (60) days of Licensee's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Licensee shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Licensor hereby agrees to execute and return to Licensee an original Memorandum of License in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Licensor, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Licensee to Licensor.

3. **Rent and Escalation.** Commencing with the third rental payment due following the Effective Date, the rent payable from Licensee to Licensor under the License is hereby increased to **Two Thousand and No/100 Dollars (\$2,000.00)** per month (the "**Rent**"). Commencing on October 31, 2018, and on each successive annual anniversary thereof, Rent due under the License shall increase by an amount equal to **three percent (3%)** of the then current Rent. Notwithstanding anything to the contrary contained in the License, all Rent and any other payments expressly required to be paid by Licensee to Licensor under the License and this Amendment shall be paid to **Perris Union High School District of Riverside County**. The Licensor hereby agrees the Rent, the One-Time Payment and the Collocation Fee (as defined below) described in this Amendment is the only consideration owed to Licensor from Licensee and/or American Tower pursuant to the License, as amended, or any other agreements between Licensor and Licensee, or Licensor and American Tower, as the case may be. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the License are hereby null and void and of no further force and effect.
4. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Licensee shall pay Licensor twenty percent (20%) of any rents actually received by Licensee or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Licensed Premises entered into by and between Licensee (or American Tower) and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Licensor shall not be entitled to receive any portion of any sums paid by a licensee or sublicensee to (i) reimburse Licensee (or American Tower) for any improvements to the Licensed Premises or any structural enhancements to the tower located on the Licensed Premises (such tower, the "**Tower**"), which have been made by Licensee or American Tower for the benefit of any licensee, sublicense, or other third party or (ii) reimburse Licensee or American Tower, in whole or in part, for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Licensed Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the License. To the extent the amount of rents actually received by Licensee (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
 - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Licensee (or American Tower) of the first collocation payment paid by an Additional Collocator. In

the event a sublease or license with an Additional Collocator expires or terminates, Licensee's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Licensee shall have no obligation to pay to Licensor and Licensor hereby agrees not to demand or request that Licensee pay to Licensor any Collocation Fee in connection with the sublease to or transfer of Licensee's obligations and/or rights under the License, as modified by this Amendment, to any subsidiary, parent or affiliate of Licensee or American Tower.

- c. Licensor hereby acknowledges and agrees that Licensee and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Licensee and/or American Tower deem advisable, in Licensee's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Licensor pursuant to this Section.
- d. Notwithstanding anything to the contrary contained herein, Licensor hereby acknowledges and agrees that Licensee shall have no obligation to pay and shall not pay to Licensor any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Licensee (or American Tower), or Licensee's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); or (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date.

5. **Licensor and Licensee Acknowledgments.** Except as modified herein, the License and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the License. To the extent Licensee needed consent or approval from Licensor for any of Licensee's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Licensor's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Licensor for such activities and uses. Licensor hereby acknowledges and agrees that Licensee shall not need consent or approval from, or to provide notice to, Licensor for any future activities at or uses of the Licensed Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Licensed Premises, or assigning all or any portion of Licensee's interest in this License, as modified by this Amendment. Notwithstanding the foregoing, Licensee shall provide notice to Licensor within a commercially reasonable time after entering into any new sublease, license or other collocation agreement for the use of any portion of the Licensed Premises with an Additional Collocator. Subject to District's reasonable access procedures, Licensee and Licensee's sublicensees and customers shall have vehicular (specifically including truck) and pedestrian access to the Licensed Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Licensed Premises from a public right of way. Upon request by Licensee and at Licensee's sole cost and expense but without additional consideration owed to Licensor, Licensor hereby agrees to promptly execute and return to Licensee building permits, zoning applications and other forms and documents, including a memorandum of License, as required for the use of the Licensed Premises by Licensee or Licensee's customers, licensees, and sublicensees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Licensor to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Licensor receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Licensed Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a “**Third Party Competitor**”) or (ii) assign all or any portion of Licensor’s interest in the License to a Third Party Competitor (any such offer, the “**Offer**”), Licensee shall have the right, exercisable in Licensee’s sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Licensor in connection with the Offer on the same terms and conditions. If Licensee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Licensee must provide Licensor with notice of its election not later than forty-five (45) days after Licensee receives written notice from Licensor of the Offer. If Licensee elects not to exercise Licensee’s right of first refusal with respect to an Offer as provided herein, Licensor may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the License, as modified by this Amendment. Licensor hereby acknowledges and agrees that any sale or conveyance by Licensor in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
7. **Licensor Statements.** Licensor hereby represents and warrants to Licensee that: (i) to the extent applicable, Licensor is duly organized, validly existing, and in good standing in the jurisdiction in which Licensor was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Licensor has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Licensor, have the authority to enter into and deliver this Amendment on behalf of Licensor; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Licensor of this Amendment; (iv) Licensor is the sole owner of the Licensed Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Licensed Premises or any other portion of the Parent Parcel which do or could adversely impact, limit, and/or impair Licensee’s rights under the License, as amended and modified by this Amendment. The representations and warranties of Licensor made in this Section shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the License or in this Amendment, Licensor agrees and acknowledges that all the terms of this Amendment and the License and any information furnished to Licensor by Licensee or American Tower in connection therewith shall be and remain confidential. Except with Licensor’s family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Licensor shall not disclose any such terms or information without the prior written consent of Licensee. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt

requested to the addresses set forth herein: to Licensor at: Perris Union High School District, Attn. Assistant Superintendent of Business Services, 155 E 4th Street, Perris, CA 92570; with copy to: Fagen Freidman Fulfroost, Attn: Gretchen Shipley, 1525 Faraday Avenue, Suite 300, Carlsbad, CA 92008; to Licensee at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the License and in this Amendment, the License and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Licensed Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Licensor or Licensee be liable to the other for, and Licensor and Licensee hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Licensee's Securitization Rights; Estoppel.** Licensor hereby consents to the granting by Licensee and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Licensee's (or American Tower's) interest in this License, as amended, and all of Licensee's (or American Tower's) personal property and fixtures attached to and lying within the Licensed Premises and further consents to the exercise by Licensee's (or American Tower's) mortgagee ("**Licensee's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Licensor shall recognize the holder of any such Security Interest of which Licensor is given prior written notice (any such holder, a "**Holder**") as "Licensee" hereunder in the event a Holder succeeds to the interest of Licensee and/or American Tower hereunder by the exercise of such remedies. Licensor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Licensee, American Tower or Holder.
14. **Taxes.** During the term of the License, Licensor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Licensed Premises. Licensee hereby agrees to reimburse Licensor for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Licensee's improvements on the Licensed Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Licensor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to

Licensee) of such personal property taxes or real property tax increase to Licensee along with proof of payment of same by Licensor. Anything to the contrary notwithstanding, Licensee shall not be obligated to reimburse Licensor for any applicable taxes unless Licensor requests such reimbursement within one (1) year after the date such taxes became due. Licensor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Licensee from time to time. Subject to the requirements set forth in this Section, Licensee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Licensor. Licensee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Licensee. If Licensor fails to pay when due any taxes affecting the Parent Parcel as required herein, Licensee shall have the right, but not the obligation, to pay such taxes on Licensor's behalf and: (i) deduct the full amount of any such taxes paid by Licensee on Licensor's behalf from any future payments required to be made by Licensee to Licensor hereunder; (ii) and demand reimbursement from Licensor, which reimbursement payment Licensor shall make within thirty (30) days of such demand by Licensee; and/or (iii) collect from Licensor any such tax payments made by Licensee on Licensor's behalf by any lawful means.

15. **Fingerprinting.** If Licensor determines that Licensee's or any of sublicensee's employees will have contact with pupils, Licensee's employees entering the Parent Parcel are required to comply with California Education Code section 45125.1 et seq. regarding fingerprinting, as applicable, and any and all of the employees of Licensee's sublicensees entering the Parent Parcel must also comply with this provision, as applicable.
16. **Removal on Termination.** Notwithstanding anything to the contrary contained herein, within ninety (90) days of the termination of this Amendment, Licensee shall remove all of its communications equipment and other personal property from the Licensed Premises, including the removal of any foundation to six (6) inches below grade, but not including underground utilities. However, in all cases Licensee shall remain responsible for any hazardous materials remaining at the Licensed Premises or the Parent Parcel due to Licensee's activities, and this responsibility shall survive the License. The Parties expressly agree that this section shall not be effective if, upon termination of the Amendment, the Parties are engaged in good faith negotiations for an extension of this Amendment, or any other such agreements entered into by the Parties, their successors or assigns, and shall not become effective until such time as good faith negotiations have ceased. For the avoidance of doubt, Rent shall continue to be paid to Licensor for so long as the Tower remains on the Licensed Premises.
17. **Holdover.** Licensee has no right to retain possession of the Licensed Premises or any part thereof beyond the expiration of that removal period set forth in Section 16, unless the Parties are negotiating a new license agreement or extension in good faith. In the event that the Parties are not in the process of negotiating a new license agreement or extension in good faith, and Licensee holds over in violation of Section 16 and this Section, then the license fee then in effect payable from and after the time of the expiration or earlier removal period set forth in Section 16 shall be equal to the license fee applicable during the month immediately preceding such expiration or earlier termination.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LICENSOR:

**Perris Union High School District of Riverside
County**

a California public school district

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LICENSEE:

Los Angeles SMSA LP d/b/a Verizon Wireless

By: **California Tower, Inc.**, a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Licensor the "One-Time Payment" described in Section 1 above, as well as the Collocation Fee, provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

California Tower, Inc.,
a Delaware corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Licensee's option as described below

PARENT PARCEL

Licensee shall have the right to replace this description with a description obtained from Licensor's deed (or deeds) that include the land area encompassed by the License and Licensee's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Licensor as described in a deed (or deeds) to Licensor of which the Licensed Premises is a part thereof with such Parent Parcel being described below:

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS, BEGINNING AT THE SOUTHWEST CORNER OF THE 20 ACRE TRACT OF AND IN SAID SOUTHEAST QUARTER CONVEYED BY MATTHEW LUTZ TO MRS. ELLEN VANCE, BY DEED RECORDED IN BOOK 184, PAGE 434 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID POINT BEING 9.26 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 8.156 CHAINS; THENCE EAST 12.261 CHAINS; THENCE NORTH 8.156 CHAINS TO THE SOUTH LINE OF SAID PROPERTY CONVEYED TO MRS. ELLEN VANCE; THENCE WEST ON SAID SOUTH LINE, 12.261 CHAINS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED WITHIN THAT CERTAIN TRACT OF LAND CONVEYED BY JOHN G. WHITE, ET UX, TO JOHN W. BROCKMAN, ET AL, BY DEEDS RECORDED IN BOOK 17, PAGES 117 AND 118 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID TRACT CONVEYED BY JOHN G. WHITE, ET UX, TO JOHN W. BROCKMAN, ET AL, BEING DESCRIBED AS THE EAST HALF OF A CERTAIN 20 ACRES TRACT OF LAND BEGINNING AT THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO MRS. ELLEN VANCE BY SAID DEED; THENCE SOUTH 8.156 CHAINS; THENCE EAST 25.30 CHAINS TO A POINT 50 FEET WEST OF THE CENTER OF THE RAILROAD TRACK; THENCE NORTHWESTERLY, PARALLEL WITH THE CALIFORNIA SOUTHERN RAILROAD, 8.50 CHAINS TO A POINT 50 FEET WEST OF THE CENTER OF SAID RAILROAD TRACT; AND THENCE WEST 23.30 CHAINS, TO THE POINT OF BEGINNING.

PARCEL 2:

THE WEST 828 FEET OF THE NORTH 611.16 FEET OF THE SOUTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

LICENSED PREMISES

Licensee shall have the right to replace this description with a description obtained from the License or from a description obtained from an as-built survey conducted by Licensee.

The Licensed Premises consists of that portion of the Parent Parcel as defined in the License which shall include access and utilities easements. The square footage of the Licensed Premises shall be the greater of: (i) the land area conveyed to Licensee in the License; (ii) Licensee's (and Licensee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

EXHIBIT A CONTINUED ON NEXT PAGE

EXHIBIT A CONTINUED

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Licensee (and Licensee's customers) for ingress, egress and utility purposes from the Licensed Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LICENSE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Anthony G. Puopolo II, Esq.
ATC Site No: 300760
ATC Site Name: Nuevo
Assessor's Parcel No(s): _____

MEMORANDUM OF LICENSE

This Memorandum of License (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **Perris Union High School District of Riverside County**, a California municipal entity, ("**Licensor**") and **Los Angeles SMSA LP d/b/a Verizon Wireless** ("**Licensee**").

NOTICE is hereby given of the License (as defined and described below) for the purpose of recording and giving notice of the existence of said License. To the extent that notice of such License has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and License.** Licensor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Licensor (or its predecessor-in-interest) and Licensee (or its predecessor-in-interest) entered into that certain License dated October 31, 1997 (as the same may have been amended from time to time, collectively, the "**License**"), pursuant to which the Licensee Licenses a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the License (such portion of the Parent Parcel so Licensed along with such portion of the Parent Parcel so affected, collectively, the "**Licensed Premises**"), which Licensed Premises is also described on **Exhibit A**.
2. **American Tower.** Licensee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **California Tower, Inc.**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Licensed Premises, all as more particularly described therein. In connection with these responsibilities, Licensee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Licensee, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the License, and assuming the exercise by Licensee of all renewal options contained in the License, the final expiration date of the License would be October 30, 2047. Notwithstanding the foregoing, in no event shall Licensee be required to exercise any option to renew the term of the License.

4. **Licensed Premises Description.** Licensee shall have the right, exercisable by Licensee at any time during the original or renewal terms of the License, to cause an as-built survey of the Licensed Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Licensed Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Licensee's request, Licensor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the License.
5. **Right of First Refusal.** There is a right of first refusal in the License.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the License. In the event of a conflict between this Memorandum and the License, the License shall control. Licensor hereby grants the right to Licensee to complete and execute on behalf of Licensor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Licensor at:
_____; to Licensee at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Licensed Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Licensor and Licensee have each executed this Memorandum as of the day and year set forth below.

LICENSOR

2 WITNESSES

Perris Union High School District of Riverside County
a California municipal entity

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

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/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, 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 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LICENSEE

WITNESS

Los Angeles SMSA LP d/b/a Verizon Wireless

By: **California Tower, Inc.**,
a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Licensee's option as described below

PARENT PARCEL

Licensee shall have the right to replace this description with a description obtained from Licensor's deed (or deeds) that include the land area encompassed by the License and Licensee's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Licensor as described in a deed (or deeds) to Licensor of which the Licensed Premises is a part thereof with such Parent Parcel being described below:

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS, BEGINNING AT THE SOUTHWEST CORNER OF THE 20 ACRE TRACT OF AND IN SAID SOUTHEAST QUARTER CONVEYED BY MATTHEW LUTZ TO MRS. ELLEN VANCE, BY DEED RECORDED IN BOOK 184, PAGE 434 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID POINT BEING 9.26 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 8.156 CHAINS; THENCE EAST 12.261 CHAINS; THENCE NORTH 8.156 CHAINS TO THE SOUTH LINE OF SAID PROPERTY CONVEYED TO MRS. ELLEN VANCE; THENCE WEST ON SAID SOUTH LINE, 12.261 CHAINS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED WITHIN THAT CERTAIN TRACT OF LAND CONVEYED BY JOHN G. WHITE, ET UX, TO JOHN W. BROCKMAN, ET AL, BY DEEDS RECORDED IN BOOK 17, PAGES 117 AND 118 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID TRACT CONVEYED BY JOHN G. WHITE, ET UX, TO JOHN W. BROCKMAN, ET AL, BEING DESCRIBED AS THE EAST HALF OF A CERTAIN 20 ACRES TRACT OF LAND BEGINNING AT THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO MRS. ELLEN VANCE BY SAID DEED; THENCE SOUTH 8.156 CHAINS; THENCE EAST 25.30 CHAINS TO A POINT 50 FEET WEST OF THE CENTER OF THE RAILROAD TRACK; THENCE NORTHWESTERLY, PARALLEL WITH THE CALIFORNIA SOUTHERN RAILROAD, 8.50 CHAINS TO A POINT 50 FEET WEST OF THE CENTER OF SAID RAILROAD TRACT; AND THENCE WEST 23.30 CHAINS, TO THE POINT OF BEGINNING.

PARCEL 2:

THE WEST 828 FEET OF THE NORTH 611.16 FEET OF THE SOUTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

LICENSED PREMISES

Licensee shall have the right to replace this description with a description obtained from the License or from a description obtained from an as-built survey conducted by Licensee.

The Licensed Premises consists of that portion of the Parent Parcel as defined in the License which shall include access and utilities easements. The square footage of the Licensed Premises shall be the greater of: (i) the land area conveyed to Licensee in the License; (ii) Licensee's (and Licensee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

EXHIBIT A CONTINUED ON NEXT PAGE

EXHIBIT A CONTINUED

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Licensee (and Licensee's customers) for ingress, egress and utility purposes from the Licensed Premises to and from a public right of way.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Anthony G. Puopolo II, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): _____

RESOLUTION AND CONSENT AFFIDAVIT

Perris Union High School District of Riverside County, a California municipal entity

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Licensor**"), hereby declare and resolve the following:

1. Licensor (or its predecessor-in-interest) has licensed or sublicensed a portion of land to **Los Angeles SMSA LP d/b/a Verizon Wireless** (the "**Licensee**") pursuant to that certain License originally dated October 31, 1997 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "**License**").
2. Licensor and Licensee desire to enter into an amendment of the License (the "**Amendment**") in order to extend the term thereof and to further amend the License as more particularly set forth in the Amendment.
3. Licensor is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Licensor has full power and authority to enter into and perform Licensor's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Licensor. The Affiants listed below are the only legal and equitable owners of Licensor and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Licensor.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Licensor is hereby authorized to enter into the Transaction Documents with Licensee and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Licensor under the laws of the State or Commonwealth in which the Licensed Premises (as defined in the Amendment) is located,

ATC Site No: 300760
PV Code 421 / VzW Contract No: 35001
Site Name: Nuevo, CA

and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Licensor and to nominate individuals to act on Licensor's behalf.

- The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Licensor. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Licensor for purposes of executing and delivering the Transaction Documents and ensuring that Licensor fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Licensee pursuant to the Amendment are to be made to Licensor, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Licensee.

NOMINEE: (Print Name) _____
(Address) _____

- This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
- Affiants hereby acknowledge and agree that Licensee, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Licensee, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
- This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

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/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, 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 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

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/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, 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 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

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/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, 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 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

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/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, 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 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

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/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, 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 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

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/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, 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 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.

Notary Public
Print Name: _____
My commission expires: _____
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[SEAL]