

K2 Towers Site Reference: CA-1 Elsinore Peak

**First Amendment
to License Agreement for Shared Antenna Site**

This First Amendment to License Agreement for Shared Antenna Site (this "First Amendment") is made as of _____, 2022, by K2 Towers III, LLC, a Delaware limited liability company with a mailing address of 57 E. Washington Street, Chagrin Falls, Ohio 44022 ("Licensor"), and Perris Union High School District ("Licensee").

WITNESSETH

WHEREAS, Elsinore Peak Facility Corp. ("Original Licensor") and Licensee are parties to that certain License Agreement for Shared Antenna Site, dated as of July 25th, 2017 (including any prior amendments) (the "Agreement"), with regard to a wireless communications tower located at 35603 Main Divide Road, Lake Elsinore, CA 92530 (the "Site"); and

WHEREAS, Licensee subsequently acquired the Site from Original Licensee; and

WHEREAS, Licensor and Licensee desire to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. The current Term of the Agreement ends on August 31, 2022. Beginning on September 1, 2022, this Agreement may be renewed at Licensee's option for two (2) additional terms of five (5) years each. Each renewal term will be deemed automatically exercised without any action by either party unless Licensee gives written notice of its decision not to exercise any option(s) to Licensor at least Ninety (90) days before expiration of the then current term. The rent shall continue to escalate as provided in the Agreement.
2. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect. To the extent of any conflict between this First Amendment and the Agreement, this First Amendment shall be controlling.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date First above written.

Signed, sealed and delivered in the presence of:

LICENSEE: Perris Union High School District

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

LICENSOR: K2 TOWERS III, LLC

Print Name: _____

By: _____

Print Name: Ryan D. Lepene

Print Name: _____

Title: President