

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain License Agreement dated September 1, 2017 by and between American Tower, L.P. and County of Monterey (the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Licensor") and County of Monterey, a political subdivision of the State of California (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at Turkey Flat Road, South side of Table Mountain, San Miguel, CA 94351-9773 more commonly known to Licensor as the Table Mountain CA1 tower site (the "Tower Site"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Site; and


WHEREAS, Licensee desire to amend the License Agreement term to extend it for additional five years;

WHEREAS, all other terms of the License Agreement will remain unchanged.

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Licensor and Licensee agree to extend the term of the Agreement commencing on September 1, 2022 (the "Extension Term Commencement Date") for a period of five (5) years (the "Extension Term").
2. Immediately following the expiration of the Extension Term, there shall be two (2) additional period of five (5) years ("Renewal Term"). The Agreement shall automatically renew for the Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred and eighty (180) days prior to the end of the Extension Term.
3. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
4. The Parties agree that (i) a digital or electronic signature on this First Amendment and/or (ii) a fully executed scanned or electronically reproduced copy of image of this First Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this First Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this First Amendment first be proven.
5. All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

| | |
|---|---|
| <p><u>LESSEE: County of Monterey, a political subdivision of the State of California</u></p> <p>By: Title: Chief Information Officer Date:</p> | <p><u>LESSOR: American Towers LLC, a Delaware limited liability company</u></p> <p>By:  Title: VP-Legal Date: 9/8/22 Daniel Boe</p> |
| <p><u>COUNTY COUNSEL</u></p> <p>By: Title: Deputy County Counsel Date:</p> | <p><u>AUDITOR-CONTROLLER</u></p> <p>By: Title: Date:</p> |