FIRST AMENDMENT TO SCHEDULE OF LICENSED PROPERTY

THIS FIRST AMENDMENT TO SCHEDULE OF LICENSED PROPERTY ("Amendment") is entered into this _____ of _____ 2022 by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Licensor") and SBA 2012 TC ASSETS, LLC, a Delaware limited liability company authorized to do business in California ("Licensee"), as successor in interest to COX COMMUNICATIONS PCS, L.P.

RECITALS

A.   Licensor and Licensee (successor in interest to Cox Communications PCS, L.P.) are parties to that certain Schedule #RV03XC020(F) Schedule of Licensed Property dated August 1, 2003 with respect to Site RV03XC020(F) – Villegas Park ("Schedule"), pursuant to that certain Master Communications Site License Agreement dated February 3, 1998 ("Master Agreement"), for certain real property and easements (collectively, the "Premises") as more particularly described in the Schedule, which are a portion of that certain parcel of real property located in the City of Riverside, County of Riverside, State of California, as more particularly described in the Schedule.

B.   Licensee desires to sublicense space at the Premises to Sprint Spectrum LLC, a Delaware limited liability company ("Sprint") and Licensor agrees to grant Licensee consent to such sublease, all in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Schedule as follows:

1.   *Applicability.* The terms and conditions of this Amendment shall apply only to the Schedule and shall not change or vary the terms of any other licensed property subject to the Master Agreement.

2.   *Consent to Sublicense.* In accordance with Sections 14(a) and (b) of the Master Agreement, Licensor hereby consents to Licensee sublicensing a portion of the Premises to Sprint ("Sprint Sublicense"). Licensor agrees to allow Sprint to utilize any existing easements and rights of way, and that the provisions of the Master Agreement shall benefit Sprint.

3.   *Fee.* Notwithstanding section 14(d) of the Master Agreement, as consideration for the consent to sublicense, Licensee shall pay to the City 55% of any consideration Licensee receives from the initial sublicensee in excess of the fee under this Schedule and 60% of any consideration Licensee receives from any additional sublicensees in excess of the fee under this Schedule ("Sublicense Fee"). Such amounts shall be due and payable at the same time as any other fee is due and payable to the City. In the event that the consideration Licensee receives

from the sublicensee is altered, Licensee shall provide the City with 30 days' notice of the change. For the purpose of this Amendment, the initial monthly Sublicense Fee due under this section shall be **Eight Hundred Ninety Dollars and Fifty-Four Cents ($890.54).**

This Sublicense Fee shall terminate on the date the above authorized sublicense terminates or expires, whichever is earlier and shall resume at such time as Licensee obtains consent for a subsequent sublicense.

      4.   ***Notice.*** Notwithstanding anything in the Master Agreement to the contrary, facsimile notices shall not be permitted. The Licensee notice address set forth in Section 16(c) of the Master Agreement is hereby deleted and replaced with the following:

          LICENSEE: SBA 2012 TC ASSETS, LLC
                                   8051 Congress Avenue
                                   Boca Raton, FL 33487
                                   c/o: Site Administration

      With a copy of any legal notices also sent to:

                                   SBA 2012 TC ASSETS, LLC
                                   8051 Congress Avenue
                                   Boca Raton, FL 33487
                                   c/o: General Counsel

      5.   ***Agreement in Full Force.*** Except as expressly amended hereby, all terms and conditions of the Master Agreement and Schedule shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Master Agreement and Schedule, the terms set forth in this Amendment shall govern and control. The covenants, representations and conditions in the Master Agreement and Schedule are mutual and dependent.

      6.   ***Counterparts.*** This Amendment may be executed in one or more counterparts which shall be construed together as one document.

      7.   ***Defined Terms.*** Unless otherwise defined, all defined terms used in this Amendment shall have the meanings ascribed to them under the Schedule.

      8.   ***Successors and Assigns.*** Upon full execution by Licensee and Licensor, this Amendment (i) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns, receivers and trustees; and (ii) may be modified or amended only by a written agreement executed by each of the parties.

      9.   ***Non-Binding Until Fully Executed.*** This Amendment is for discussion purposes only and does not constitute a formal offer by either party. This Amendment is not and will not be binding on either party until and unless it is fully executed by both parties.

10.   *Recitals*. The recitals at the beginning of this Amendment are incorporated in and made a part of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to be duly executed the day and year first written above.

LICENSOR:
CITY OF RIVERSIDE

By: _____
Name:
Title:

ATTESTED TO:

By: _____
Name:
Title:

Approved as to form:

Deputy City Attorney

LICENSEE:
SBA 2012 TC ASSETS, LLC

By: _____
Name: Jason V. Silberstein
Title: Executive Vice President, Site Leasing

By: _____
Name:
Title:

STATE OF FLORIDA

COUNTY OF _Palm Beach_

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of June , 20 22 by Jason V. Silberstein, Executive Vice President, Site Leasing for SBA 2012 TC ASSETS, LLC on behalf of the company, who is personally known to me.

_____
Signature of Notary Public

Adriana Harris
Print, Type/Stamp Name of Notary

(Seal)

Personally known:____✓____ OR

Produced Identification:_____ Type of Identification Produced: _____