

Licensor ID: US748232 (Antelope Peak - 3)
Licensor Lease ID: US748232-COS-01

FIRST AMENDMENT TO SITE LICENSE AGREEMENT

This First Amendment to Site License Agreement (“First Amendment”) is entered into by and between **Top Sites, Inc.**, a California corporation, with a principal address of Two Allegheny Center, Nova Tower 2, Suite 1002, Pittsburgh, PA 15212 (“Licensor”) and **County of Siskiyou**, a local government municipality, with a principal address of 190 Greenhorn Road, Yreka, CA 96097 (“Licensee”).

WHEREAS, Licensee and Licensor entered into that certain Site License Agreement dated November 14, 2023 (“Agreement”), whereby Licensor licensed to Licensee a portion of the Tower Site (“Licensed Premises”) located on or about 11040 Guys Gulch Road, Yreka, California 96097, APN 022-010-130-000 (“Property”) for wireless communication purposes;

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow Licensee to modify its equipment at the Licensed Premises; and

WHEREAS, Licensor and Licensee, in their mutual interest, desire to amend the Agreement as set forth herein accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Recitals.** The recitals and definitions set forth above are incorporated herein by reference and made a part of this First Amendment.
2. **New Exhibits.** The Agreement shall be amended to replace the exhibit(s) indicated herein as follows:

Exhibit B-1 (attached hereto) hereby replaces Exhibit B and Exhibit C-1 (attached hereto) hereby replaces Exhibit C. All references to Exhibit B in the Agreement shall now reference Exhibit B-1 and all references to Exhibit C in the Agreement shall now reference Exhibit C-1.

3. **Rent.** Section 3(a) is hereby amended to acknowledge that commencing on August 1, 2024, Licensee’s total monthly Rent shall be increased to Four Hundred and 00/100 Dollars (\$400.00).

Section 3(b) is hereby amended to replace the rent schedule with the following:

Start Date	End Date	Payment
Initial 2 year Term		
8/1/2023	7/31/2024	\$3,600.00
8/1/2024	7/31/2025	\$4,908.00
First 5 year option		
8/1/2025	7/31/2026	\$5,055.24
8/1/2026	7/31/2027	\$5,206.90
8/1/2027	7/31/2028	\$5,363.10
8/1/2028	7/31/2029	\$5,524.00
8/1/2029	7/31/2030	\$5,689.72
Second 5 year option		
8/1/2030	7/31/2031	\$5,860.41
8/1/2031	7/31/2032	\$6,036.22
8/1/2032	7/31/2033	\$6,217.31
8/1/2033	7/31/2034	\$6,403.83
8/1/2034	7/31/2035	\$6,595.94
Third 5 year option		
8/1/2035	7/31/2036	\$6,793.82
8/1/2036	7/31/2037	\$6,997.63
8/1/2037	7/31/2038	\$7,207.56
8/1/2038	7/31/2039	\$7,423.79
8/1/2039	7/31/2040	\$7,646.50
Fourth 5 year option		
8/1/2040	7/31/2041	\$7,875.90
8/1/2041	7/31/2042	\$8,112.18
8/1/2042	7/31/2043	\$8,355.54
8/1/2043	7/31/2044	\$8,606.21
8/1/2044	7/31/2045	\$8,864.39

4. **Other Terms and Conditions Remain.** Except as specifically described in this First Amendment, all other terms and conditions in the Agreement remain unchanged. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms will have the same respective defined meaning as stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

5. **Authority.** Each of the parties hereto warrants to the other that the person or persons executing this First Amendment on behalf of such party has the full right, power and authority to enter into and execute this First Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment.

6. **Notice to Proceed.** Licensee shall not proceed with the equipment modification(s) contemplated herein until all of Licensor's conditions to receive a Notice to Proceed ("NTP") have been completed to Licensor's satisfaction and an NTP is issued.
7. **Counterpart Execution.** This First Amendment may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties agree that this First Amendment may be electronically signed. The parties agree that any electronic signatures appearing on this First Amendment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any PDF or facsimile transmittal of original signature versions of this First Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. This First Amendment is effective only upon the full execution by the parties hereto.

[Signatures immediately follow on the next page.]

IN WITNESS WHEREOF, Licensee and Licensor have executed this First Amendment on the dates set forth below, each signatory represents that they have the authority to execute this First Amendment and to bind the party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: TOP SITES, INC.

Date: 8/21/2024

Signed by:
John P. Lemmon

Name: John P. Lemmon
Title: General Counsel

Date: 8/21/2024

Signed by:
John P. Lemmon

Name: John P. Lemmon
Title: EVP

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 68-0313505

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
6103	106020	726000	
FY 23/24	\$3,600.00	FY 24/25	\$4,908.00
FY 25/26	\$5,055.24	FY 26/27	\$5,206.90
FY 27/28	\$5,363.10	FY 28/29	\$5,524.00
FY 29/30	\$5,689.72	FY 30/31	\$5,860.41
FY 31/32	\$6,036.22	FY 32/33	\$6,217.31
FY 33/34	\$6,403.83	FY 34/35	\$6,595.94
FY 35/36	\$6,793.82	FY 36/37	\$6,997.63
FY 37/38	\$7,207.56	FY 38/39	\$7,423.79



FY 39/40 \$7,646.50	FY 40/41 \$7,875.90
FY 41/42 \$8,112.18	FY 42/43 \$8,355.54
FY 43/44 \$8,606.21	FY 44/45 \$8,864.39

Encumbrance number (if applicable): N/A

If not to exceed, include amount not to exceed: \$144,344.19

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT B-1

Description of Tower Site and Leased Premises



EXHIBIT B-1 Continued



EXHIBIT C-1

Lessee's Equipment

[Attached hereafter]

Collocation Application dated June 10, 2024

Everest Infrastructure Partners
Colocation Application



Application Date:	6/10/2024	Application Type (check one):	<input type="checkbox"/> New Install	<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Renewal
General Information:					
<ul style="list-style-type: none"> • Submit Application via EMAIL to the assigned Everest Project Manager or michael.culbert@everestinfrastructure.com • Everest shall initiate ALL tower structural analyses at applicant's cost; applicant will be responsible for rooftop analyses* *See tab 4 for Everest approved rooftop structural vendors - no other vendor may be used without Everest pre-approval 					
Applicable Fee(s):					
<ul style="list-style-type: none"> • Upon Everest's approval of the application and mount analysis (supplied by applicant from a vendor of its' choosing), any fee(s) associated with the application will be requested via a fee request letter. Payee and options for fee submission to be provided in fee request letter (Check or ACH required). • The above-referenced fee(s) will be inclusive of the first tower structural analysis, engineering and administration • Additional Fees on a site by site basis may also apply (i.e., structural reruns, modification designs, etc.) 					
Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response					
Site Information:					
Everest Site ID:	US748232	Customer Site ID:			
Everest Site Name:	Antelope Peak 3	Customer Site Name:	Antelope Peak		
Site Type (Choose One):	SST	Customer Project Name:	County Fire Command		
MDG Code (VZW):					
Site Address (Street):	Antelope Peak 8.5 KM W of Monatgue Grenada Road	Latitude (D-M-S):	41-36-34.33		
Site Address (City, State, ZIP):	Yreka, CA 96097	Longitude (D-M-S):	-122-37-32.7		
Applicant Contact Information:					
Company Name:	County of Siskiyou	Primary Contact:	Todd Shelton		
Company Address (Street):	279 Sharps rd	Phone:	530-842-8281		
Company Address (City, State, ZIP):	Yreka, CA 96097	Email:	tshelton@co.siskiyou.ca.us		
Is DocuSign/Electronic Signature Accepted (Choose One):					
Tenant Name/Entity Information:					
Tenant Name:	County of Siskiyou	State Incorporated In:	CA		
Tenant Legal Entity Name:	County of Siskiyou	Notice Address (Street):	1312 Fairlane rd suite 4		
Entity Type (LLC, Corp, etc.):	Local Government	Notice Address (City, State, ZIP):	Yreka, CA 96097		
Tenant Contact Information:					
Department	Name	Phone	Email		
Real Estate:	Amanda Kimball	530-842-8800	akimball2@co.siskiyou.ca.us		
Construction:	Todd Shelton	530-842-8281	tshelton@co.siskiyou.ca.us		
24/7 Contact (NOC):					

**Everest Infrastructure Partners
Colocation Application**



Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response

Ground Space Requirements and Description:		
Equipment Enclosure Type (Choose One):	Indoor Space	existing building
Generator (Proposed or Existing):	Existing	from CHP
Generator Type (Choose One):	Propane	from CHP
Generator Fuel Capacity (gallons):	1,200.00	from CHP
Generator Capacity in kW:	15 kw	from CHP

	Existing			Proposed <i>(Only if different from Existing or New)</i>		
	Length (ft)	Width (ft)	Total S/F	Length (ft)	Width (ft)	Total S/F
Equipment Area:	2.00	2.00	4.00			-
Generator Area (if separate):			-			-
Fuel Tank Area (if separate):			-			-
Total Leased Area:			4.00			-

Ground space notes (if any) or mark N/A: **We will be replacing the current equipment with new equipment. Everything is listed on tab 3.**

Power Requirements and Transport:			
Power Location:	Landlord	Required Voltage:	120
Power Source:	Included in Rent	Required Amperage:	20

Power Notes (if any) or mark N/A:

Transport: **Note: for any formerly owned Frontier locations, Frontier has an exclusivity clause regarding fiber/telco/transport ("Service"); whereby the Tenant is required to obtain Service directly from Frontier or provide evidence to Everest that Frontier has waived rights to bring Service to the location.**

Transport Notes (if any) or mark N/A:

Frequencies for proposed project (REQUIRED) - application will not be processed without providing the below:

Call Sign	Class of Station	Emission Designator	Transmit Frequency	Transmitter Output Power (watts)	Transmit ERP (dBm)	Receive Frequency
WPBQ640	PMRS	11KOF3E	154.25	110	220	156.105



Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response

TOWER EQUIPMENT (LIST ALL TOWER EQUIPMENT FROM HIGHEST TO LOWEST) - List ALL equipment components installed on the tower or ground space area, including mounting apparatus, ice bridges, etc.

Final Equipment Summary			Final Cable Summary	
Quantity	Equipment		Quantity	Equipment
0	Ant_Panel	NOTE: THESE TABLES AUTOMATICALLY POPULATE BASED ON CRITERIA NOTED BELOW	1	Coax
0	Ant_MWave		0	DC
1	Ant_Omni		0	Elliptical WG
0	Ant_Dipole		0	Ethernet
0	Ant_Yagi		0	Fiber
0	Radio_ODU		0	Helix
0	TMA		0	Hybrid
1	OVP_Surge		0	Innerduct
1	Diplexer		0	Power
0	Ant_Other		0	RET
0	Ice_Shield		0	Other
0	Mount_Platform			
0	Mount_Sector			
3	Mount_Other			
6	Total		1	Total

*****Reserved Equipment shall not be included in the Tower Structural Analysis nor Mount Analysis procured by Everest unless specifically requested by the Tenant or Applicant*****

Equipment			Equipment Status					Equipment Dimensions and CL					Orientation		Coax / Waveguide / Cable Information							
Component Type	Manufacturer	Model #	To be Removed	Existing	New	Reserved	Final Quantity	Height (in)	Width (in)	Depth (in)	Weight (lbs)	Equip CL (ft)	Azimuth (A/B/G/D)	Location on Tower	Type	Size	To be Removed	Exist	New	Reserve	Final Qty	
Ant_Omni	RFI	COL51-160-P			1		1	87.4	5.0		11.0	24.0		Top east corner of tower. Will remove existing and replace.	Coax	1/2"		1				1
Ant_Omni	Generic		1				0	48.0	3.0		25.0	24.0		Top east corner of tower								0
Diplexer	codan	MT4E			1		1	36.0	24.0	20.0	20.0			Duplexer in vault								0
Mount_Other	Daniels	DUP-136-174DHN			1		1	10.0	11.0	8.0	30.0			Batteries in vault								0
Mount_Other	northstar	NSB-AGM31			2		2	10.0	11.0	8.0	20.0			Amplifier in vault								0
OVP_Surge	codan	AMP-155-100DIR136/174m			1		1	8.0	10.0	5.0	5.0			battery charger power supply in vault								0
	power supply	PSC-12-10-00-01			1		1															0
	Motorola	Quantar	1				0	14.0	24.0	14.0	40.0			In vault								0
	Telewave	TPRD-1556	1				0	36.0	24.0	24.0	25.0			In vault								0
	Unknown	Duracell 6v 180a batteries	4				0	10.0	12.0	8.0	20.0			In vault								0
	Unknown	Surge protector	1				0	2.0	24.0	8.0	5.0			In vault								0
							0															0
							0															0

Certificate Of Completion

Envelope Id: C1A57188017B451488E1BE85C1A1A848	Status: Completed
Subject: Complete with DocuSign: 748232 (Antelope Peak 3)_COS 1st Amend_F_8.21.2024.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Michael Culbert
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Two Allegheny Center
	Nova Tower 2, Suite 1002
	Pittsburgh, PA 15212
	michael.culbert@everestinfrastructure.com
	IP Address: 67.209.31.171

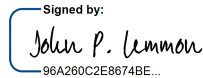
Record Tracking

Status: Original	Holder: Michael Culbert	Location: DocuSign
8/21/2024 10:55:13 AM	michael.culbert@everestinfrastructure.com	

Signer Events

John P. Lemmon
john.lemmon@everestinfrastructure.com
EVP and General Counsel
Security Level: Email, Account Authentication (None)

Signature

Signed by:

98A260C2E8674BE...
Signature Adoption: Pre-selected Style
Using IP Address: 63.133.249.210

Timestamp

Sent: 8/21/2024 10:57:41 AM
Viewed: 8/21/2024 11:39:52 AM
Signed: 8/21/2024 11:40:24 AM

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Accepted: 8/21/2024 11:39:52 AM
ID: f4d0227b-64fc-4a3c-a8b6-d8044f2e0390

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Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Rommell Hadley
rommell.hadley@everestinfrastructure.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/21/2024 11:40:26 AM
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Electronic Record and Signature Disclosure:

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ID: e4e119ab-1f0f-4452-a065-9adc097f998d

Witness Events

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Notary Events

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Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/21/2024 10:57:41 AM
Certified Delivered	Security Checked	8/21/2024 11:39:52 AM
Signing Complete	Security Checked	8/21/2024 11:40:24 AM
Completed	Security Checked	8/21/2024 11:40:26 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Everest Infrastructure Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Everest Infrastructure Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.culbert@everestinfrastructure.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.culbert@everestinfrastructure.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Everest Infrastructure Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Everest Infrastructure Partners during the course of your relationship with Everest Infrastructure Partners.