

FIRST AMENDMENT TO WIRELESS COMMUNICATIONS AGREEMENT

THIS FIRST AMENDMENT TO WIRELESS COMMUNICATIONS AGREEMENT ("First Amendment") is made and entered into on _____, 201__ ("Effective Date"), by and between Calexico Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District"), and T-Mobile West LLC, a Delaware limited liability company ("Company") (Collectively the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. District and Company entered into a WIRELESS COMMUNICATIONS AGREEMENT, dated September 14th, 2018 ("Lease") for leased premises (the "Premises") located at 1030 Encinas Avenue, Calexico, CA 92231 (the "Property").

B. District and Company desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Company covenant and agree as follows:

1. Exhibits. "Exhibit C" of the Lease is hereby replaced with "Exhibit C-1", which is attached hereto and by this reference incorporated herein.

2. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

3. Approvals. District represents and warrants to Company that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, District has obtained any and all such consents or approvals.

4. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

District:
Calexico Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California

Company:
T-Mobile West LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: Cia Parker
Name: Cia Parker
Title: Market Manager (DR)
Date: 5/16/19

EXHIBIT C-1

(insert site plan drawing here)