

Licensor ID: US954748 (Mt. Tamalpais-Primary)  
 Lease ID: US954748-MMR-03  
 Licensee ID:

**THIRD AMENDMENT TO LICENSE AGREEMENT**

This Third Amendment to License Agreement (“Third Amendment”) is entered into as of the \_\_\_\_\_ (the “Effective Date”) by and between **EIP Holdings II, LLC**, a Delaware limited liability company, with an address of Two Allegheny Center, Nova Tower 2, Suite 1002, Pittsburgh, PA 15212 (“Licensor”) and **Marin Emergency Radio Authority**, a California Joint Powers Authority duly organized and operating pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code with an address of PO BOX 159, Corte Madera, CA 94967-0159 (“Licensee”).

WHEREAS, Licensee and Master Licensor, or its authorized agent, entered into that certain License Agreement dated March 19, 2003, as amended by that certain First Amendment to License Agreement dated September 30, 2019, and Second Amendment to License Agreement dated June 25, 2020(collectively the “Agreement”), whereby Licensor leased to Licensee a certain portion of the Tower Site (“Licensed Premises”) on property located on or about 2001 Ridgcrest Blvd., Mill Valley, CA 94941 (“Property”);

WHEREAS, on August 17, 2022, Licensor and Marin Municipal Water District, a public agency of the State of California (“Master Licensor”) entered into that certain License Agreement (“License Agreement”) wherein Master Licensor licensed to Licensor a portion of the Property for the purpose of operating, modifying, and maintaining its telecommunications facilities and all of Master Licensor’s rights in and to, among other things, Master Licensor’s towers, buildings, power and communications systems, and other improvements including the Licensed Premises;

WHEREAS, Licensor and Licensee entered into that certain Communications Site License Agreement, dated February 7, 2023 (the “Top Lease”), whereby the Parties agreed to continue Licensee’s use of the Leased Premises pursuant to the terms and conditions contained within the Agreement;

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for Licensee’s installation of additional equipment and other equipment modifications; 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. **New Exhibits.** The Agreement shall be amended to replace the exhibit(s) indicated herein as follows:

Exhibit B-2 hereby replaces Exhibit B-1

2. **Other Terms and Conditions Remain.** Except as specifically described in this Third 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 Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise

stated in this Third 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 Third Amendment.

3. **Authority.** Each of the parties hereto warrants to the other that the person or persons executing this Third Amendment on behalf of such party has the full right, power and authority to enter into and execute this Third 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 Third Amendment.
4. **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.

[Signatures immediately follow on the next page.]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment as of the Effective Date.

**LICENSOR:**

EIP Holdings II, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John P. Lemmon  
Title: EVP and General Counsel

**LICENSEE:**

Marin Emergency Radio Authority,  
a California Joint Powers Authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B-2**

**Site Sketch**

**[Attached hereafter]**

Tower Plan Drawings prepared by Infinigy Engineering, LLP, revision 3,  
Dated July 4, 2022.