

**FIRST AMENDMENT TO  
TOWER SPACE USAGE AND MAINTENANCE AGREEMENT  
BY AND BETWEEN  
HOOPA VALLEY TRIBE  
AND  
COUNTY OF HUMBOLDT**

THIS FIRST AMENDMENT TO TOWER SPACE USAGE AND MAINTENANCE AGREEMENT ("**First Amendment**"), dated this \_\_\_\_\_ of \_\_\_\_\_, 2026, is by and between the Hoopa Valley Tribe, a sovereign Tribal government, hereinafter referred to as "LICENSOR," and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "LICENSEE," is made upon the following considerations:

**WHEREAS**, Licensor and Licensee entered into a Tower and Space License dated May 18, 2021, (hereinafter, the "**License**"), whereby Licensor granted to Licensee a non-exclusive license and privilege to occupy portions of the Site, therein described, that is located at approximately 8N, Range 4E, Section 32, and also known as the Sugar Pine Mountain Communications Site; and

**WHEREAS**, Licensor and Licensee desire to enter into a short term extension of the term of the License while a longer term extension is under negotiation; and

**WHEREAS**, Licensor and Licensee, in their mutual interest, wish to amend the License as set forth below 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. **Extension of Term.** The term of the License shall be extended on the same terms and conditions for three months, commencing on May 18, 2026 and expiring at 11:59 P.M. on August 17, 2026.

2. **Counterparts.** As set forth in Section 35 of the License, this First Amendment may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same license. A signed copy of this First Amendment, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this First Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the License.

**IN WITNESS WHEREOF**, the parties hereto bind themselves to this First Amendment as of the day and year first above written.

**HOOPA VALLEY TRIBE**

**COUNTY OF HUMBOLDT**

Hoop Valley Tribe

Board of Supervisors

By: Joe Davis  
Print Name: Joe Davis  
Title: Chairman  
Date: 4/8/2026

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest

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

INSURANCE AND IDEMNIFICATION  
REQUIREMENTS APPROVED:

By: Amanda M. Phillips  
Date: 04/09/2026