

TOWER LICENSE AGREEMENT #356-O0010
(Genoa Peak Site-NV06A)
AMENDMENT III

This Amendment III to that Tower License Agreement #356-O0010, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Tenant") and GTP Acquisition Partners III, LLC, a Delaware Limited Liability company (hereinafter referred to as "Previous Owner") , and Global Tower Assets III, LLC, a Delaware Limited Liability Corporation, as successor-in-interest to the Agreement, whose principal place of business is 10 Presidential Way, Woburn, MA 01801(hereinafter referred to as "Owner");

RECITALS

WHEREAS, Tenant has been granted by Previous Owner the non-exclusive right to install, maintain, operate and remove radio communication equipment and appurtenances on the Tower located at Genoa Peak Site ("Premises") in Carson City, Nevada; licenses to a portion of the Premises for the placement and operation of its equipment; and a non-exclusive easement during the term of Tower License Agreement #356-O0010 for reasonable ingress and egress to the Tower and Premises, in accordance with Tower License Agreement #356-O0010, commencing on November 1, 1999, incorporated herein and made by reference a part hereof; and

WHEREAS, the Tenant has been notified that the Owner acquired, through intercompany reorganization, the aforementioned Tower from Previous Owner effective May 29, 2015, as listed in Exhibit A, incorporated herein and made by reference a part hereof; and

WHEREAS, Owner acknowledges and agrees to the terms and conditions as defined in the original Tower License Agreement #356-O0010; and

WHEREAS, the Tenant desires to continue the Tower License Agreement #356-O0010 with Owner under the same terms and conditions with the exception of responsibility for utility connection and use charges for electricity described below as defined in said Agreement;

WHEREAS, the Tenant desires to have Owner assume responsibility for utility connection and use charges for electricity, and all other utilities to be paid by Tenant ;

NOW THEREFORE, the parties hereto assume all duties, covenants and obligations under the original Tower Lease Agreement #356-O0010 previously between the Tenant and Previous Owner, with the exception described in the previous paragraph, and upon full execution of this Amendment III shall be between the County ("Tenant") and Global Tower Assets III, LLC ("Owner").

Additionally, the parties do hereby agree that Tower License Agreement #356-O0010 shall be amended a third time as follows:

7. **Utilities.** Tenant shall have the right to install utilities on the Premises in order to service the Equipment throughout any Renewal Term of this Agreement. Owner shall be responsible for its utility connection and use charges for electricity and all other utilities used by Tenant. Owner shall charge Tenant utility charges in the amount of \$95 per month which shall become effective when this Amendment is fully executed. Owner shall be responsible for any interruptions in electric service or the quality of any electrical service at the Premises. In the event of an increase in the price of utilities, Owner shall notify County in writing pursuant to the provisions contained in this Amendment under the Article titled "Notice to Parties". Said notice shall become part of the Agreement upon acknowledgement in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such an increase does not conflict with any other provisions of the Agreement.

25. **Notices/Payment.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail return receipt requested, or by overnight service having a record of receipt to the address indicated below:

If to Owner, to:

American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attention: Contracts Manager

With a copy to:

Global Tower Assets III, LLC
116 Huntington Avenue, 11th Floor
Boston, MA 02116
Attn: General Counsel

If to Tenant, to:

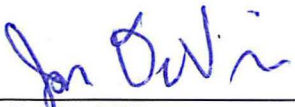
County of El Dorado
Sheriff's Office
300 Fair Lane
Placerville, CA 95667
Attn: Jon DeVille
Tel: (530) 621-5691

Rent Payments shall be sent directly to:

Global Tower Assets III, LLC
Dept 3329
Carol Stream, IL 60132-3329

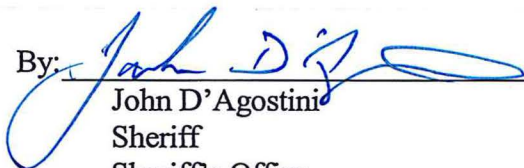
Except as herein amended, all other parts and sections of that Agreement #356-O0010 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Jon DeVille
Chief Fiscal Officer
Sheriff's Office

Dated: 9/28/15

Requesting Department Head Concurrence:

By: 
John D'Agostini
Sheriff
Sheriff's Office

Dated: 9/28/15

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #356-O0010 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12/8/15

By: 
Brian K. Veerkamp, Chair
Board of Supervisors
"County"

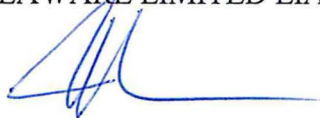
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 12/8/15

-- CONTRACTOR --

Global Tower Assets III, LLC
A DELAWARE LIMITED LIABILITY CORPORATION

By: 
Name
Title Margaret Robinson
"OWNER" Senior Counsel

Dated: 11/11/15

By: 
Assistant Corporate Secretary

Dated: 11/16/15