

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

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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 #356-00010 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, 11<sup>th</sup> 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: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

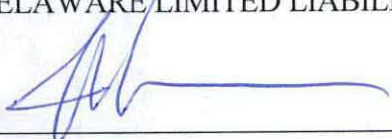
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- 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

(td)

(#356-O0010 Amend III)



**AMERICAN TOWER®**  
CORPORATION

## **IMPORTANT: REMITTANCE ADDRESS CHANGE**

May 29, 2015

COUNTY OF EL DORADO  
300 FAIR LANE  
ATTN: ACCOUNTS PAYABLE  
PLACERVILLE, CA 95667

RE: Assignment of Tenant License Agreements

To Whom It May Concern:

The purpose of this letter is to inform you that due to a recent intercompany reorganization, American Tower Corporation is requiring payments to be sent to a new financial institution, payment remit address, account, and ABA routing numbers. Please note this change will also require payments be made to a new payee as listed below. To ensure a smooth transition we would like you to update your system to reflect the new information as soon as possible. Please also note our new tax identification referenced in the attached W9.

If you are currently sending payments for lease(s) listed in the attached to the following Citibank N.A. lockbox:

GTP Acquisition Partners I, LLC  
Dept 3329  
Carol Stream, IL 60132-3329

**Please start sending payments to the following Citibank N.A lockbox:**

Global Tower Assets III, LLC  
Dept 3523  
Carol Stream, IL 60132-3523

If you remit payment via wire/ACH or would like to start, please forward a payment authorization request form to [payment.remit@americantower.com](mailto:payment.remit@americantower.com). If you do not have a payment authorization request form, please send an email request and we will be happy to send one to you.

If you have any questions or require additional information please contact Parag Gandbhir, Manager Cash Applications and Credit Operations at (781) 926-4592 or [parag.gandbhir@american](mailto:parag.gandbhir@american)

Thank you in advance for your assistance.

Sincerely,

Parag Gandbhir  
Manager Cash Applications and Credit Operations



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CORPORATION

Lease #	ATC Site #	Site Name
GTP4630	373250	Genoa Peak