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:

- 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.** <u>Notices/Payment.</u> 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 addressed 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:

ву:	Hem	
•	Jon De ∜ ille	

Chief Fiscal Officer Sheriff's Office

Requesting Department Head Concurrence:

John D'Agostini

Sheriff

Sheriff's Office

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 --

	By: Brian K. Veerkamp, Chair Board of Supervisors "County"
ATTEST: James S. Mitrisin Clerk of the Board of Supervisors By: Deputy Clerk	Dated: /2/8/15
CONTRA	CTOR
Global Tower Assets III, LLC A DELAWARE LIMITED LIABILITY CORPORA	ATION
By: Name Title "OWNER" Margaret Robinson Senior Counsel	Dated: Wills
By: Corporate Secretary	Dated:
(td)	(#356-O0010 Amend III)



AMERICAN TOWER®

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. 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 parage-gandbhir@american

Thank you in advance for your assistance.

Sincerely,

Parag Gandbhir Manager Cash Applications and Credit Operations



42 5 S

Lease #	ATC Site #	Site Name
GTP4630	373250	Genoa Peak





50 into 201630

SHERIFF - CORONER - PUBLIC ADMINISTRATOR COUNTY OF EL DORADO

STATE OF CALIFORNIA

December 16, 2015

Mr. Sean O'Brien American Tower Corporation 10 Presidential Way Woburn, MA 01801

Dear Sean:

Re: Agreement #356-O0010 Amendment III

Enclosed for your files is a fully executed original of your contract amendment with El Dorado County Sheriff's Office.

Please let me know if you have any questions.

Sincerely,

Tania Donnelly

Department Analyst

Enclosures: Agreement for Services #356-O0010 Amendment III

JAIL DIVISION- 300 FORNI ROAD, PLACERVILLE, CA 95667 TAHOE JAIL- 1051 AL TAHOE BLVD., SOUTH LAKE TAHOE, CA 96150 TAHOE PATROL-1360 JOHNSON BLVD., SUITE 100, SOUTH LAKE TAHOE, CA 96150