

SECOND AMENDMENT TO TOWER SITE LICENSE AGREEMENT

This Second Amendment (the “Second Amendment”) to that certain Tower Site License Agreement dated August 8, 2006 by and between Global Tower, LLC and San Bernardino County, formerly known as County of San Bernardino, as amended by that certain First Amendment (“First Amendment”) to Tower Site License Agreement dated January 13, 2016 (collectively, the “Agreement”) is made and entered into as of the latter signature date hereof, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the “Licensor”) and San Bernardino County, a governmental agency (the “Licensee”) (collectively, the “Parties”).

RECITALS

WHEREAS, Licensor represents that it owns a certain communications tower and leases a certain parcel of land located at Crossman Peak, LAKE HAVASU CITY, AZ 86404-1762 more commonly known to Licensor as the Lake Havasu - 140' tower site (the “Site”); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Site known as the Premises; and

WHEREAS, the Parties desire to extend the term of the Agreement, add Renewal Terms, modify Licensee’s equipment at the Premises, increase the License Fees, and amend other terms and conditions of the Agreement as, more specifically set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) All references to “County of San Bernardino” in the Agreement are hereby amendment to read “San Bernardino County”.
- 2) Effective as of September 1, 2023, the current term of the Agreement shall be extended for two (2) years such that the current term end date shall be August 31, 2028 (the “Modified Term End Date”).
- 3) Notwithstanding anything to the contrary in the Agreement, immediately following the Modified Term End Date, Paragraph 3.a. of the Agreement shall be modified to include three (3) additional option periods of five (5) years each, subject to Licensee’s availability of funds (each a “Renewal Term”). The Agreement shall automatically renew for each successive Renewal Term on the same terms and conditions as the Agreement, unless Licensee notifies Licensor in writing of its intention not to renew this Agreement at least sixty (60) days prior to the end of the then existing term.

- 4) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit B-1 (the "Modified Equipment").
- 5) Licensor and Licensee agree and acknowledge that Exhibit B to the Agreement is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit B-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit B-1 and Licensee's equipment information set forth in Exhibit B of the Agreement, Exhibit B-1 shall control.
- 6) Licensor and Licensee agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit A-1 and Licensee's Equipment Space set forth in the Agreement, Exhibit A-1 shall control.
- 7) Notwithstanding anything to the contrary within the Agreement, effective upon October 1, 2023 (the "Modified Equipment Commencement Date"), the License Fees, shall be increased by Sixty-Six Thousand Two Hundred Fifty-Nine and 68/100 Dollars (\$66,259.68) per year ("Modified Equipment Increased Fee") to a total of Eighty-Eight Thousand Eight Hundred Thirty-One and 08/100 Dollars (\$88,831.08) per year (the "Modified Annual License Fees"). The Modified Equipment Increased Fee for any fractional period shall be appropriately prorated.
- 8) Licensor and Licensee hereby acknowledge and agree that notwithstanding anything to the contrary in the Agreement, effective on September 1, 2023, and each anniversary thereafter during the Term, the License Fees shall increase by an amount equal to three percent (3%) per annum (the "Annual Escalator").
- 9) Generator Fee: In addition to the utilities surcharge payable by Licensee pursuant to Paragraph 15 of the Agreement, Licensee shall pay a utility fee of Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00) per year ("Generator Fee") commencing on the Modified Equipment Commencement Date but only for as long as the Premises is powered by Licensor's generators at the Site or until a separate meter is installed pursuant to Paragraph 6 of this Second Amendment, whichever is earlier. For the avoidance of doubt, the Parties agree and acknowledge the Generator Fee is not subject to the Annual Escalator.
- 10) Reconfigured Electrical System: If, during the term of this Agreement, Licensor, at its sole cost and expense, reconfigures the existing electrical system for the Site such that the electrical capacity and functionality remains the same but all premises at the Site can be separately metered, Licensor shall provide notice of such completed reconfiguration to Licensee and Licensee shall connect to and pay for any applicable connection fees to the reconfigured electrical system and for

the installation of a separate electrical meter. Effective on the date the separate electrical meter is installed, Licensee shall pay for its own electrical costs for the Premises at the Site directly to the electrical utility provider, the utility surcharge payable pursuant to Paragraph 15 of the Agreement shall be reduced to remove any electrical costs and the Generator Fee shall terminate and no longer be payable by Licensee. Upon installation of the foregoing reconfigured electrical system, Licensor will not be required to provide generator backup power at the Site.

11) Telephone Connections: Licensee shall obtain and pay the cost of any desired telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

12) Licensor and Licensee agree and acknowledge that all future payments of the License Fee shall be made to the Licensor at the following remittance address:

GTP Acquisition Partners II, LLC
29893 Network Place
Chicago, IL 60673-1296

13) Licensor has disclosed to San Bernardino County ("County") using the form provided by Licensee entitled, Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors ("Board") or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within 12 months before the date this Amendment was approved by the Board. Licensor acknowledges that under Government Code section 84308, Licensor is prohibited from making campaign contributions of more than \$250 to any member of the Board or other County elected officer for 12 months after the County's consideration of the Amendment. Campaign contributions include those made by any agent/person/entity on behalf of Licensor or by a parent, subsidiary or otherwise related business entity of Licensor.

14) This Second Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Second Amendment upon request.

15) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.

Licensor Site Name/Number: Lake Havasu - 140' / 370257

Licensor Contract Number: GTP7113

Licensee Site Name/Number: Crossman Peak / N/A

- 16) All other terms and provisions of the Agreement remain in full force and effect. In the event of any conflict between the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Licensor Site Name/Number: Lake Havasu - 140' / 370257

Licensor Contract Number: GTP7113

Licensee Site Name/Number: Crossman Peak / N/A

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Second Amendment to that certain Tower Site License Agreement as of the day and year written below:

LICENSOR:

GTP Acquisition Partners II, LLC, a Delaware limited liability company

LICENSEE:

SAN BERNARDINO COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Dawn Rowe, Chair
Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell, Clerk of the Board of
Supervisors

By: _____

Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____

John Tubbs, Deputy County Counsel

Date: _____

Licensors Site Name/Number: Lake Havasu - 140' / 370257

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Exhibit A-1

Licensor Site Name/Number: Lake Havasu - 140' / 370257

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Exhibit B-1