

Licensor Site Name/Number: [REDACTED]

Licensor Contract Number: [REDACTED]

Licensee Site Name/Number: Levy County / N/A

THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment (the “Third Amendment”) to that certain License Agreement dated October 10, 2013, by and between American Towers LLC and Levy County Board of County Commissioners (the “License”), as amended by that certain First Amendment to License Agreement dated March 17, 2014, as amended by that certain Second Amendment to License Agreement dated September 23, 2014, (collectively, the “Agreement”) is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company (the “Licensor”) and Levy County Board of County Commissioners (the “Licensee”) (collectively, the “Parties”).

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at [REDACTED] more commonly known to Licensor as the [REDACTED] tower site (the “Tower Facility”); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, Licensee desires to modify its equipment at the Tower Facility (“Modified Equipment”); and

WHEREAS, the Parties agree that as consideration for Licensee’s Modified Equipment, the current Monthly License Fee payable under the Agreement shall be increased as 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) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit A-3.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A-2 to the Agreement is hereby deleted in its entirety as of the date this Third Amendment is fully executed and shall be replaced with Exhibit A-3 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit A-3 and Licensee’s equipment information set forth in the Agreement, Exhibit A-3 shall control.
- 3) Licensor and Licensee agree and acknowledge that Exhibit B to the Agreement is hereby deleted in its entirety as of the date this Third Amendment is fully executed and shall be replaced with Exhibit B-1 attached hereto and incorporated by this

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reference. In the event of inconsistency or discrepancy between Exhibit B-1 and Licensee's Ground Space set forth in the Agreement, Exhibit B-1 shall control.

- 4) Effective upon the earlier to occur of: i) the issue date of the NTP by Licensor; or ii) May 17, 2024, ("Commencement Date"), the Monthly License Fee shall be increased by Two Thousand Eight Hundred Sixty-Six and 60/100 Dollars (\$2,866.60) per month ("Increased Fee"). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 5) Notwithstanding anything to the contrary in the Agreement, this Third Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this Third Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Tower Facility is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.
- 6) 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:

American Tower Corporation
29637 Network Place
Chicago IL 60673-1296

- 7) The Parties agree that (i) a digital or electronic signature on this Third Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Third Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this Third Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this Third Amendment first be proven.
- 8) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 9) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

LICENSOR:

American Towers LLC, a Delaware limited liability company

LICENSEE:

Levy County Board of County Commissioners

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Exhibit A-3

Licensor Site Name/Number: [REDACTED]
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Exhibit B-1