

FOURTH AMENDMENT TO LICENSE AGREEMENT

This Fourth Amendment (the "Fourth Amendment") to that certain License Agreement dated October 10, 2013, by and between American Towers LLC and Board of County Commissioners of Levy County, Florida (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, as amended by that certain Third Amendment to License Agreement dated March 29, 2024, (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 Board of County Commissioners of Levy County, Florida (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at [REDACTED], Morriston, FL 32668-5915 more commonly known to Licensor as the GULF HAMMOCK FL, 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 and Licensor desire to modify Section 7 Common Expenses of the Agreement to add a Fixed CAM Fee (as hereinafter defined) of Three Hundred Seventy-Five and 00/100 Dollars (\$375.00) per month, which amount shall be subject to the Annual Escalator

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) Effective as of the full execution of this Fourth Amendment, Licensor agrees to waive and release Licensee from any obligation to reimburse all prior Common Expenses, which includes property tax, billed to Licensee pursuant to Section 7 of the Agreement for the period beginning on January 1, 2020, and ending on December 31, 2024.
- 2) Effective as of January 1, 2025, Section 7 Common Expenses shall be deleted in its entirety and replaced with the provision set forth in italics below:

"Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "Common Expenses") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities, submeter monitoring (if applicable), and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any

Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. For the purposes of this Section, the parties agree that the County's "pro-rata share" of "Common Expenses" shall be a fixed fee of Three Hundred Seventy-Five and 00/100 Dollars (\$375.00) per month (the "Fixed CAM Fee"). The Fixed CAM Fee shall be subject to the Annual Escalator and shall be paid on the same terms as the Monthly License Fee.

- 3) The Parties agree that (i) a digital or electronic signature on this Fourth Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Fourth 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 Fourth Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this Fourth Amendment first be proven.
- 4) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 5) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Licensor Site Name/Number: GULF HAMMOCK FL, / 273571

Licensor Contract Number: 384531

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

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Fourth Amendment to that certain License Agreement 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: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____