

Licensor Site Name/Number: FRAZIER MOUNTAIN #1, CA/ 8003

Licensor Contract Number: 45460

Licensee Site Name/Number: /

THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment (the "Third Amendment") to that certain License Agreement dated August 17, 2001, by and between American Tower L.P., a Delaware limited partnership ("American Tower L.P."), and County of Ventura, as amended by that certain First Amendment to License Agreement dated June 18, 2013, as amended by that certain Second Amendment to License Agreement dated November 14, 2016 (collectively, the "Agreement"), is made and entered into as of the last date signed below ("Effective Date"), by and between American Towers LLC, a Delaware limited liability company ("Licensor"), as successor-in-interest to American Tower L.P., and County of Ventura ("Licensee"). Licensor and Licensee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at Frazier Mountain, top of Forest Service Road 8N04 off F, FRAZIER PARK, CA 93225-9490, more commonly known to Licensor as the FRAZIER MOUNTAIN #1, CA tower site (the "Tower Site"); and

WHEREAS, the Parties entered into the Agreement for Licensee's use of a certain portion of the Tower Site; and

WHEREAS, the Parties desire to modify the terms of the Agreement; and

WHEREAS, Licensee desires to modify its equipment at the Tower Site ("Modified Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Modified Equipment at the Tower Site, the current Monthly License Fee payable under the Agreement shall be increased as set forth herein and to otherwise modify the Agreement as expressly provided 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) To extend the current term of the Agreement. The current term shall be extended commencing on the Effective Date of this Third Amendment and expire on August 14, 2036 (the "Extension Term").
- 2) Upon expiration of the Extension Term, this Agreement shall renew automatically for four consecutive five-year periods (each a "Renewal Term") unless either Party notifies the other Party in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then-current term.

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- 3) Exhibits A, A-1 and A-2 to the Agreement are hereby deleted in their entirety as of the Effective Date of this Third Amendment and replaced with Exhibit A-3, attached hereto and incorporated herein by this reference. Licensee shall modify its equipment for a final installed configuration at the Tower Site pursuant to the attached Exhibit A-3. In the event of any inconsistency or discrepancy between the attached Exhibit A-3 and Licensee's equipment information set forth in the Agreement, the attached Exhibit A-3 shall control.
- 4) Exhibits B and B-1 to the Agreement are hereby deleted in their entirety as of the Effective Date of this Third Amendment and replaced with the attached Exhibit B-2, attached hereto and incorporated herein by this reference. In the event of any inconsistency or discrepancy between the attached Exhibit B-2 and Licensee's site drawing set forth in the Agreement, the attached Exhibit B-2 shall control.
- 5) The Monthly License Fee shall be increased by four thousand five hundred forty-two and 15/100 dollars (\$4,542.15) per month ("Increased Fee") for a total modified Monthly License Fee of Seven Thousand Two Hundred Eighty-Six and 97/100 Dollars (\$7,286.97), effective upon the earlier to occur of: i) the date Licensor issues the Notice To Proceed (NTP), or ii) November 19, 2024 (either, the "Commencement Date"). The Increased Fee for any fractional month at the beginning or end of the then current term shall be prorated on a daily basis. Notwithstanding the foregoing, the Parties agree and acknowledge the Utility Fee is due separate from the Monthly License Fee, as modified by this Third Amendment.
- 6) Notwithstanding anything to the contrary in the Agreement, this Third Amendment shall automatically become null and void with no further obligation by either Party if a structural analysis of the Tower Site is completed after the Effective Date of this Third Amendment but before the Commencement Date of the installation of Licensee's Modified Equipment, and the structural analysis indicates that the Tower Site is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree to terms for structural modifications or repairs to be made to the Tower Site.
- 7) The Parties agree and acknowledge that all future payments of the Monthly License Fee shall be made by Licensee to the Licensor at the following address:

American Towers LLC
29637 Network Place
Chicago IL 60673-1296

- 8) The Parties agree that (i) digital or electronic signatures 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

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requirement that the unavailability of such original, manually executed counterpart of this Third Amendment first be proven.

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

10) 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 Agreement as of the day and year written below:


LICENSOR:

American Towers LLC, a Delaware limited liability company

LICENSEE:

County of Ventura

By: 
Name: Nathaniel Ritzenthaler
Title: Senior Counsel
Date: October 30, 2024

By: 
Name: Joan Araujo
Title: Director, Central Services
Date: 10/22/24

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Exhibit A-3

Exhibit A-3						
Customer Name: COUNTY OF VENTURA		ATC Asset Name: FRAZIER MOUNTAIN #1			ATC Asset #: 8003	
Customer Site Name: N/A				Customer Site #: N/A		
GROUND SPACE REQUIREMENTS						
Total Lease Area Sq.Ft: 10.30	Primary Contiguous Lease Area	L: 5.15'	W: 2.00'	H: 7.50'	Sq.Ft: 10.30	
	ATC Building	1.71'	2.00'	7.50'	3.42	
	ATC Building	1.71'	2.00'	7.50'	3.42	
	ATC Building	1.71'	2.00'	7.50'	3.42	
	Outside Primary Lease Area	N/A	N/A	N/A	Sq.Ft: N/A	
BACKUP POWER REQUIREMENTS						
Generator: N/A	Fuel Tank Size (gal): N/A	Fuel Type: N/A		Fuel Tank Setback (radius): N/A		
UTILITY REQUIREMENTS						
Power Provided By: American Tower Provided (Carrier to reimburse ATC)				Avg. Monthly Power Consumption: 42 kWh		
Telco/Interconnect: Microwave						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: TX/RX	Quantity: 1.0	TX Power (watts): 25		ERP Power (watts): 50		
Type: TX/RX	Quantity: 1.0	TX Power (watts): 25		ERP Power (watts): 50		
Type: TX/RX	Quantity: 1.0	TX Power (watts): 25		ERP Power (watts): 50		
EQUIPMENT SPECIFICATIONS						
Type	DISH-HP	OMNI	TTA	OMNI	DISH-HP	DISH-HP
Manufacturer	Andrew	Telewave	Filtronics	RFI Antennas	Commscope	Commscope
Model #	VHLP2-11W	ANT150F2	SGG0xx-P-CMU	CC807-08	VHLPX4-11W	VHLPX6-6W/B
Dimensions HxWxD	2.16' x 2.16' x .85'	60" x 2.5" x 2.5"	9" x 6.8" x 2.4"	114.2" x 3" x 3"	4.11' x 4.11' x 2.28'	6' x 4' x 4'
Weight (lbs.)	25.0	13.0	8.0	24.3	88.0	189.5
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	120.0'	110.0'	100.0'	100.0'	99.0'	91.0'
Tip Height	121.1'	112.5'	100.4'	104.8'	101.1'	94.0'
Base Height	118.9'	107.5'	99.6'	95.2'	96.9'	88.0'
Mount Type	Leg/Flush	Stand-Off	Stand-Off	Stand-Off	Side Arm	Side Arm
Quantity	1	1	1	1	1	1
Azimuths/Dir. of Radiation	250	360	360	360	248.84	207.33
Quant. Per Azimuth/Sector	1	1	1	1	1	1
TX/RX Frequency Units	GHz	MHz	MHz	MHz	MHz	MHz
TX Frequency	10775	151.055, 158.055	774.46875	774.46875	11200	6125
RX Frequency	11265	154.055	804.48675	804.48675	11200	6125
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	31.7/ 32.4/ 33.1	2.5	N/A	8	38.1/ 38.6/ 38.9	N/A
Total # of Lines	1	1	1	1	1	1
Individual Line Configuration	Qty: 1 Type: Coax Diameter: 0.41" (10.3 mm) LMR-400 Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 1/2" Coax Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 1	Qty: 1 Type: Elliptical Diameter: EW90 Azimuth/Sector: 1	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector: 1
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

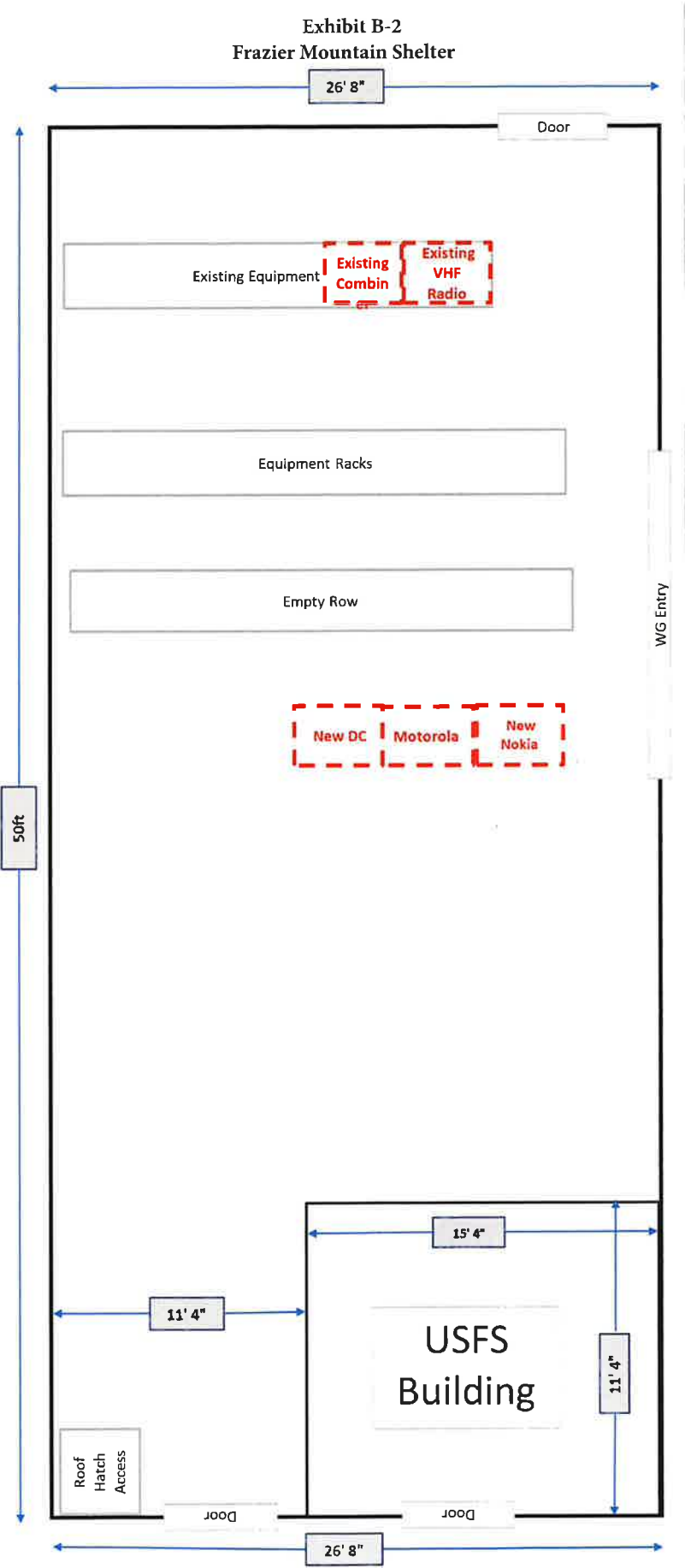
EQUIPMENT SPECIFICATIONS						
Type	DISH-HP	OMNI	DISH-HP	OMNI	N/A	N/A
Manufacturer	Commscope	Comtelco	Commscope	RFI Antennas	N/A	N/A
Model #	VHLPX4-11W	BS150XL3	VHLPX6-6W/B	CC807-08	N/A	N/A
Dimensions HxWxD	4.11' x 4.11' x 2.28'	98" x 1.4" x 1.4"	6' x 4' x 4'	114.2" x 3" x 3"	N/A	N/A
Weight (lbs.)	88.0	6.0	189.5	24.3	N/A	N/A
Location	Tower	Tower	Tower	Tower	N/A	N/A
RAD Center AGL	70.0'	70.0'	65.0'	53.0'	N/A	N/A
Tip Height	72.1'	74.1'	68.0'	57.8'	N/A	N/A
Base Height	67.9'	65.9'	62.0'	48.2'	N/A	N/A
Mount Type	Side Arm	Stand-Off	Side Arm	Stand-Off	N/A	N/A
Quantity	1	1	1	2	N/A	N/A
Azimuths/Dir. of Radiation	284.53	N/A	207.33	360	N/A	N/A
Quant. Per Azimuth/Sector	1	N/A	1	2	N/A	N/A
TX/RX Frequency Units	MHz	MHz	MHz	MHz	N/A	N/A
TX Frequency	11200	155	6125	774.46875	N/A	N/A
RX Frequency	11200	156	6125	804.48675	N/A	N/A
Using Unlicensed Frequencies?	No	No	No	No	N/A	N/A
Antenna Gain	38.1/ 38.6/ 38.9	3	N/A	8	N/A	N/A
Total # of Lines	1	1	1	2	N/A	N/A
Individual Line Configuration	Qty: 1 Type: Elliptical Diameter: EW90 Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 1/2" Coax Azimuth/Sector:	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector: 1	Qty: 2 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 2	N/A	N/A
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

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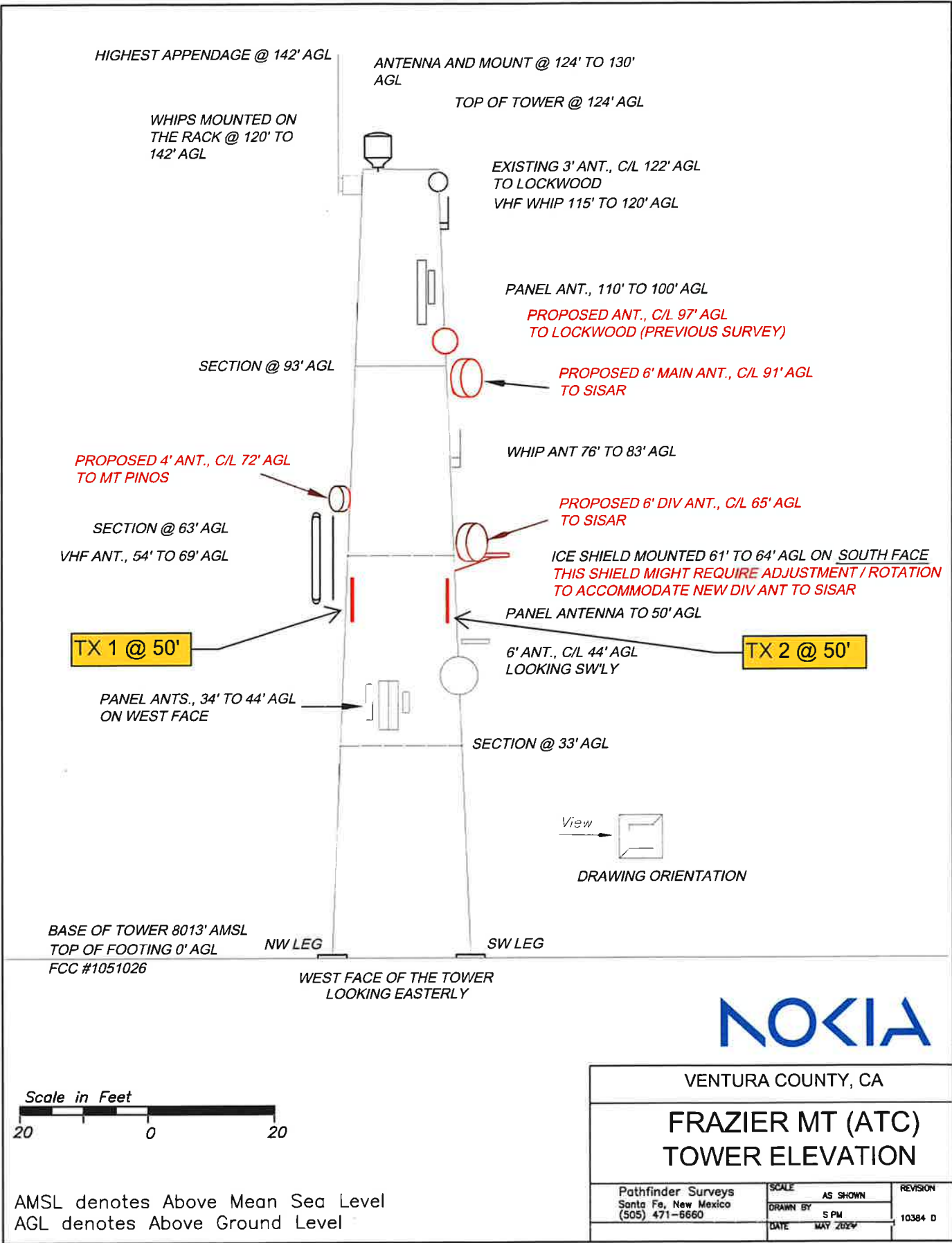
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Exhibit B-2









This exhibit depicts new equipment to be installed on the tower. Exhibit A-3 lists all existing and new equipment.