

## **SECOND AMENDMENT TO LICENSE AGREEMENT**

This Second Amendment (the “Second Amendment”) to that certain License Agreement dated January 3, 2001 by and between ATC Operating Inc. and Washoe County, as amended by that certain First Amendment to License Agreement dated December 8, 2016 (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, as successor-in-interest to the Agreement (the “Licensor”) and Washoe County, a Political Subdivision of the State of Nevada (the “Licensee”) (collectively, the “Parties”).

### **RECITALS**

WHEREAS, Licensor owns a certain communications tower and leases a certain parcel of land located at 2030 West 1<sup>st</sup> Ave, Sun Valley, NV 89433-7967 more commonly known to Licensor as the EAST RED PEAK, T3 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, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions 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 to extend the term of the Agreement commencing on January 19, 2026 (the “Extension Term Commencement Date”) for a period of Five (5) years (the “Extension Term”).
- 2) Immediately following the expiration of the Extension Term, there shall be Four (4) additional periods of Five (5) years each (each a “Renewal Term”). The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then existing term.
- 3) Effective upon January 19, 2026, the Monthly License Fee shall be increased by One Hundred Nine and 16/100 Dollars (\$109.16) per month (“Increased Fee”) and adjusted pursuant to the Annual Escalator as set forth on Section 4 of this Second Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 4) Effective upon January 19, 2027, and each anniversary thereafter during the term, the Monthly License Fee shall be increased by Five percent (5%) (“Annual

Escalator”).

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

American Tower Corporation  
29637 Network Place  
Chicago, IL 60673-1296

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensor Site Name/Number: EAST RED PEAK, T3/8743

Licensor Contract Number: WE873230

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

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

**LICENSEE:**

Washoe County, a Political  
Subdivision of the State of Nevada

**LICENSOR:**

American Towers LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_