

## **FIRST AMENDMENT TO LICENSE AGREEMENT**

This First Amendment (the "First Amendment") to that certain License Agreement dated March 19, 2003 by and between American Tower, L.P. and Marin Emergency Response Authority (the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Tower, L.P., a Delaware limited partnership (the "Licensor") and Marin Emergency Radio Authority (the "Licensee") (collectively, the "Parties").

### **RECITALS**

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 2001 Ridgecrest Blvd, MILL VALLEY, CA 94941-9999 more commonly known to Licensor as the MT. TAMALPAIS T1, CA tower site (the "Tower Site"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Site; 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 February 1, 2020 (the "Extension Term Commencement Date") for a period of ten (10) years (the "Extension Term").
- 2) Immediately following the expiration of the Extension Term, there shall be one (1) additional period of ten (10) years ("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 February 1, 2020, the electricity for operation of Approved Equipment is to be provided by Licensor, with such cost of electricity to be paid by Licensee at the rate of Three Hundred Sixty Four and 54/100 Dollars (\$364.54) per month ("Utility Fee") subject to adjustment pursuant to Section 5 of the Agreement. The Utility Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 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.

Licensor Site Name/Number: MT. TAMALPAIS T1, CA / 8521

Licensor Contract Number: 49581

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Licensor Site Name/Number: MT. TAMALPAIS T1, CA / 8521

Licensor Contract Number: 49581

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

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

**LICENSEE:**

Marin Emergency Radio Authority

**LICENSOR:**

American Tower, L.P., a Delaware  
limited partnership

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

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