

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the First Amendment) to that certain License Agreement dated April 16, 2015 by and between New Towers LLC and The City of Fresno (the Agreement) is made and entered into as of the latter signature date hereof, by and between New Towers LLC, a Delaware limited liability company (the Licensor) and The City of Fresno, a California municipal entity (the Licensee) (collectively, the Parties).

RECITALS

WHEREAS, Licensor owns a certain communications tower and leases a certain parcel of land located at 4605 East Vine, Fresno, CA 93725-2110 more commonly known to Licensor as the FRESNO RADIO HUT CA 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-1.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-1 and Licensee's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
- 3) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment; or ii) March 5, 2019 (Commencement Date), the Monthly License Fee shall be increased by Eight Hundred Twenty-Two and 50/100 Dollars (\$822.50) per month (Increased Fee). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 4) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this First 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 First 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.

- 5) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 6) 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]

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:

CITY OF FRESNO,
A California municipal corporation

By: _____
BRYON HORN, CIO
Information Services Department

APPROVED AS TO FORM:

DOUGLAS T. SLOAN
City Attorney

By:  _____
Brandon M. Collet,
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____

Deputy

Addresses:

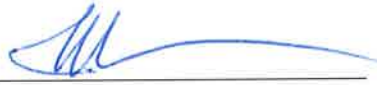
CITY:
City of Fresno
Attention: Bryon Horn, CIO
2600 Fresno Street, Room 1059
Fresno, CA 93721
Phone: (559) 621-7101
FAX: (559) 457-1002

LICENSOR:

New Towers LLC,
a Delaware limited liability Company

By:  _____
Margaret Robinson
Name: Senior Counsel

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By:  _____
Margaret Robinson
Name: Senior Counsel

Title: _____
(If corporation or LLC., COF, Treasurer,
Secretary or Assistant Secretary)

New Towers LLC
Attention: Contracts Manager
10 Presidential Way
Woburn, WA 01801
Phone: (781) 928-4545

Exhibit A-1						
Customer Name: CITY OF FRESNO		ATC Asset Name: FRESNO RADIO HUT CA			ATC Asset #: 318140	
Customer Site Name: Fresno				Customer Site #: CA001		
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 60.00'	Primary Contiguous Lease Area		L: 10.00'	W: 6.00'	H: Sq. Ft: 60.00
ATC Building				10.00'	6.00'	N/A 60.00
Outside Primary Lease Area				N/A	N/A	N/A Sq. Ft: N/A
BACKUP POWER REQUIREMENTS						
Generator: N/A		Capacity(KW): N/A		Fuel Tank Size(gal): N/A		Fuel Type: N/A Fuel Tank Setback(radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: Fiber Optics						
Telco/Interconnect: Fiber Optics						
Telco/Interconnect: Fiber Optics						
Telco/Interconnect: Fiber Optics						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: TX/RX	Quantity: 1	TX Power(watts): 100		ERP(watts): 350		
Type: TX/RX	Quantity: 1	TX Power(watts): 100		ERP(watts): 300		
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	OMNI	OMNI	Other	DISH-HP	DISH-HP	N/A
Manufacturer	Telewave	Telewave	Pelco	RFS	RFS	N/A
Model #	ANT150F6-6	ANT450F10	Spectra IV SE Camera	SC3-W100AC	SC3-W100AC	N/A
Dimensions HxWxD	244" x 2.7" x 2.7"	244" x 2.7" x 2.7"	10.6" x 8.6" x 8.6"	3.29' x 3.29' x 1.25'	3.29' x 3.29' x 1.25'	N/A
Weight(lbs.)	41.0	41.0	3.5	40.0	40.0	N/A
Location	Tower	Tower	Tower	Tower	Tower	N/A
RAD Center AGL	304.0'	304.0'	293.0'	172.0'	127.0'	N/A
Antenna Tip Height	314.2'	314.2'	293.4'	173.6'	128.6'	N/A
Antenna Base Height	293.8'	293.8'	292.6'	170.4'	125.4'	N/A
Mount Type	Side Arm	Side Arm	Pole Mount	Pole Mount	Pole Mount	N/A
Quantity	1	1	1	1	1	N/A
Azimuths/Dir. of Radiation	0	0	0	314.49	339.69	N/A
Quant. Per Azimuth/Sector	1	1	1	1	1	N/A
TX/RX Frequency Units	MHz	MHz	N/A	GHz	GHz	N/A
TX Frequency	159.795 MHz	460.325 MHz	N/A	11185.0000	11365.0000	N/A
RX Frequency	150-174/430-475	150-174/430-475	N/A	11685.0000	10875.0000	N/A
Using Unlicensed Frequencies?	No	No	No	No	No	N/A
Antenna Gain	6	10	N/A	35.5/ 36.2/ 37	35.5/ 36.2/ 37	N/A
Total # of Lines	1	1	1	1	1	N/A
Line Quant. Per Azimuth/Sector	1	1	1	1	1	N/A
Line Type	Coax	Coax	CAT5	Elliptical	Elliptical	N/A
Line Diameter Size	7/8" Coax	7/8" Coax	0.38" (9.7mm) Cat 5e	E105	E105	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

OAA740428



AMERICAN TOWER CORPORATION

ASSISTANT SECRETARY'S CERTIFICATE

I, Stephen Greene, a duly elected and acting Assistant Secretary of American Tower Corporation, a Delaware corporation (the "Company"), hereby certify that:


Pursuant to the Company's Delegation of Authority Policy, Margaret Robinson, Senior Counsel, U.S. Tower, has been granted the authority to execute, on behalf of the Company and each of its directly and indirectly held subsidiaries, any contracts, certificates, agreements or other documents to be executed relating to:

- the identification, negotiation and acquisition of new telecommunications antenna sites on behalf of the Company, including, but not limited to, non-disclosure agreements, confidentiality agreements, letters of intent, memoranda of understanding, asset or stock purchase agreements, membership interest agreements, and/or merger agreements, and any amendments to, or renewals of, such agreements and documents (collectively, "Acquisition Materials"); and
- the ownership, operation, management, licensing or leasing of existing telecommunications antenna sites (such activities, collectively, "Core Business") on behalf of the Company, including, but not limited to, non-disclosure agreements, confidentiality agreements, letters of intent, memoranda of understanding, management agreements, consulting agreements, settlement agreements, lease or license agreements, termination agreements, release agreements, assignments, estoppels, certificates, deeds, and any amendments to, or renewals of, such agreements and documents (collectively, "Operational Materials," and together with Acquisition Materials, the "Executable Materials");

provided, that, the annual, single year or cumulative economic impact with respect to the Executable Materials in connection with any particular transaction shall not exceed:

- in the case of budgeted capital or expense spending, the lesser of: (a) the amount set forth with respect to such capital or expense items in the applicable budget; and (b) up to Five Hundred Thousand United States dollars (\$500,000.00);
- in the case of unbudgeted capital (other than unbudgeted build to suit) or expense spending with respect to Core Business investments, acquisitions and dispositions, One Hundred Thousand United States dollars (\$100,000.00); and
- in the case of a revenue-generating transaction, the commitment authority provided to the Delegator in Schedule 1 of the Policy.

IN WITNESS WHEREOF, I have hereunto signed my name as Assistant Secretary of the Company, this 7th day of December 2018.



Stephen Greene
Assistant Secretary