

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2024-103**

BE IT RESOLVED, upon recommendation of Judge/Executive Keith L. Taul, to renew the current lease agreement for tower located at Eastview, KY originally approved by Resolution 2015-016 with American Tower Corporation for E-911 Department radio communication system.

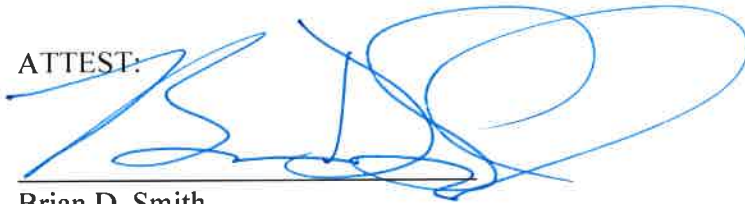
BE IT FURTHER RESOLVED, to authorize the Judge/Executive and the County Attorney to finalize the negotiation and execute all required agreements, contracts, and other documents reasonably necessary to complete this project.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 28 May 2024.



Keith L. Taul
Hardin County Judge/Executive

ATTEST:



Brian D. Smith
Hardin County Clerk

THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment (the "Third Amendment") to that certain License Agreement dated February 12, 2015 by and between Global Tower Assets III, LLC and Hardin County (the "License"), as amended by that certain First Amendment to License Agreement dated February 4, 2019, as amended by that certain Second Amendment to License Agreement dated January 6, 2020 (collectively, the "Agreement") is made and entered into as of the latter signature date hereof, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Licensor") and Hardin County (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 275 Meeting Creek, Eastview, KY 42732-0000 more commonly known to Licensor as the Eastview KY 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 February 26, 2025 (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 three (3) 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 one hundred eighty (180) days prior to the end of the then existing term.
- 3) Effective upon the Extension Term Commencement Date, the Monthly License Fee shall be increased by One Hundred One and 23/100 Dollars (\$101.23) per month ("Increased Fee") and adjusted pursuant to the Annual Escalator as set forth on Section 4 of this Third Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 4) Effective upon February 26, 2026, and each anniversary thereafter during the term, the Monthly License Fee shall be increased by four percent (4%) ("Annual

Licensor Site Name/Number: Eastview KY, KY/ 371540
Licensor Contract Number: 464771
Licensee Site Name/Number: N/A / N/A

Escalator”).

- 5) The Parties agree that (i) a digital or electronic signature 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 requirement that the unavailability of such original, manually executed counterpart of this Third Amendment first be proven.
- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) 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: Eastview KY, KY/ 371540
Licensor Contract Number: 464771
Licensee Site Name/Number: N/A / N/A

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

LICENSOR:
GTP Acquisition Partners II, LLC, a
Delaware limited liability company

LICENSEE:
Hardin County

By: _____

By:  _____

Name: _____

Name: Keith L. Taul

Title: _____

Title: Judge/Executive

Date: _____

Date: May 28, 2024