

FIRST AMENDMENT TO ROAD USE AGREEMENT

THIS FIRST AMENDMENT TO ROAD USE AGREEMENT (the “First Amendment”) is made effective this ____ day of _____, 20__ (“Effective Date”), by and between CAMERON ESTATES COMMUNITY SERVICES DISTRICT, a California community services district (hereinafter referred to as “CECSD”) and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company (hereinafter referred to as “Global Signal”).

RECITALS

WHEREAS, CECSD and Global Signal entered into a Road Use Agreement dated October 24, 2007 (the “Agreement”) whereby CECSD granted to Global Signal the right to use the private roads of CECSD for ingress and egress to and from Global Signal’s transmission site located in El Dorado County, California, including “Flying C Road”, as depicted in Exhibit A attached hereto (the “Private Roads”); and

WHEREAS, the Private Roads may be used for the purpose more fully set forth in the Agreement; and

WHEREAS, the Agreement currently has a term extending from year-to-year, with the current term expiring October 23, 2019 (“Existing Term”); and

WHEREAS, CECSD and Global Signal desire to enter into this First Amendment in order to amend the Agreement to provide for, among other things, four (4) extension terms of five (5) years each for an aggregate period of twenty (20) years beyond the expiration of the Existing Term, upon the terms and conditions more fully set forth in the Agreement, as amended herein; and

WHEREAS, CECSD and Global Signal desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, CECSD and Global Signal agree as follows:

- Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

- Term. At the conclusion of the Existing Term (October 23, 2019), Global Signal shall be entitled to four (4) extensions of five (5) years each, with the final extension expiring on October 23, 2039 (each extension is referred to as a “Renewal Term”). The Existing Term and Renewal Terms shall be collectively referred to as the “Term”. Notwithstanding anything in the Agreement to the contrary, the Term shall automatically be extended for each successive Renewal Term, as the case may be, unless Global Signal notifies CECSD of its intention not to renew at least six (6) months prior to the expiration of the then current term.

- Cancellation. Section 7 of the Agreement is hereby deleted in its entirety.

- Road Maintenance Fee.

- On November 1, 2019 the annual road maintenance fee shall increase to Two Thousand and 00/100 Dollars (\$2,000.00) per year (“Road Maintenance Fee”). Following such increase, the annual Road Maintenance Fee shall continue to adjust pursuant to the terms of the Agreement.

- Commencing on November 1, 2024 and every five (5) years thereafter (each an “Adjustment Date”), the annual Road Maintenance Fee shall increase by an amount equal to ten percent (10%) of the annual Road Maintenance Fee in effect for the year immediately preceding the Adjustment Date. Such annual Road Maintenance Fee escalations shall replace any Road Maintenance Fee escalations currently in the Agreement.

- Conditional Signing Bonus. Global Signal will pay to CECSD a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this First Amendment, payable within sixty (60) days of the full execution of this First Amendment (“Conditional Signing Bonus”). In the event that this First Amendment (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both CECSD and Global Signal for any reason, Global Signal shall have no obligation to pay the Conditional Signing Bonus to CECSD.

- Agreement to Defend and Indemnify. In addition to being solely responsible for its own negligence in the course of using District roads pursuant to Section 10 of the Agreement, Global Signal hereby agrees to defend and indemnify the District against all claims, suits, liability, damages, costs, judgments and obligations as a result of personal injury or property damage arising out of the use of District roads by Global Signal.

- Representations, Warranties and Covenants of CECSD. CECSD represents, warrants and covenants to Global Signal as follows:

- CECSD is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of CECSD's obligations under the Agreement as amended hereby.

- Global Signal is not currently in default under the Agreement, and to CECSD's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Global Signal under the Agreement.

- CECSD agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Global Signal's continuous and uninterrupted use, possession and quiet enjoyment of the Private Road Access under the Agreement as amended hereby.

- Notices. Global Signal's notice address as stated in Section 11 of the Agreement is amended as follows:

If to Global Signal:
STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

- IRS Form W9. CECSD agrees to provide Global Signal with a completed IRS Form W9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Global Signal. In the event the CECSD's interest in this Agreement is transferred, the successor to CECSD shall have a duty at the time of such transfer to provide Global Signal with a completed IRS Form W9, or its equivalent, and other related paper

work to effect a transfer in the Road Maintenance Fee to CECSD's successor. CECSD's failure to provide the IRS Form W9 within thirty (30) days after Global Signal's request shall be considered a default and Global Signal may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Road Maintenance Fee payments.

- Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

- Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

- Recordation. Global Signal, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the official records of El Dorado County, California at any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

CECSD and Global Signal have caused this First Amendment to be duly executed on the day and year first written above.

	<p>CECSD: CAMERON ESTATES COMMUNITY SERVICES DISTRICT, a California community services district</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
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[Global Signal Execution Page Follows]

This First Amendment is executed by Global Signal as of the date first written above.

	<p>GLOBAL SIGNAL: STC FIVE LLC, a Delaware limited liability company</p> <p>By: Global Signal Acquisitions II LLC, a Delaware limited liability company Its: Attorney In Fact</p> <p>By: _____ Print Name: _____ Title: _____</p>
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EXHIBIT A
(Depiction of Private Roads)

