

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment (the "Second Amendment") to that certain License Agreement dated June 27, 2012 by and between American Tower, L.P. and Sedgwick County, as amended by that certain First Amendment to License Agreement dated November 30, 2017 (collectively, 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 County of Sedgwick, on behalf of its Department Emergency Communication, a Body Politic under Kansas law, as successor-in-interest to the Agreement (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower and leases a certain parcel of land located at 6555 N 151st Street W, Colwich, KS 67030-9767 more commonly known to Licensor as the WICHITA #4, KS 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 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-2.
- 2) Licensor and Licensee agree and acknowledge that as of the date this Second Amendment is fully executed, Licensee's equipment information set forth in the Agreement shall hereby be deleted in its entirety and shall be replaced with Exhibit A-2 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-2 and Licensee's equipment information set forth in the Agreement, the Exhibit A-2 shall control.
- 3) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment; or ii) September 15, 2018 ("Commencement Date"), the License Fee shall be increased by Nine Hundred and 00/100 Dollars (\$900.00) 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 Second 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 Second 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) Notwithstanding anything to the contrary in the Agreement, Licensor and Licensee agree and acknowledge that as of the date this Second Amendment is fully executed, the initial term of the Agreement shall be reset to ten (10) years, with an expiration in 2028.
- 6) Licensor and Licensee agree and acknowledge that this Agreement is contingent upon the ground lessor's consent.
- 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]

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Licensors Site Name/Number: WICHITA #4/35239

Licensors Contract Number: 329412

Licensee Site Name/Number: Colwich/N/A

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


LICENSEE:

County of Sedgwick, on behalf of its
Department Emergency
Communication, a Body Politic
under Kansas law

LICENSOR:

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

By: _____
Name: Elora Forshee
Title: Director Emergency
Communications
Date: _____

By: 
Name: Daniel Brue
Title: Sr Counsel
Date: 8/16/2018



Licensors Site Name/Number: WICHITA #4/35239

Licensors Contract Number: 329412

Licensee Site Name/Number: Colwich/N/A

EXHIBIT A-2

Exhibit A-2						
Customer Name: COUNTY OF SEDGWICK- KANSAS		ATC Asset Name: WICHITA #4		ATC Asset #: 35239		
Customer Site Name: Colwich				Customer Site #: N/A		
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 160.00'	Primary Contiguous Lease Area		L:8.00'	W:20.00'	H: Sq. Ft: 160.00
	Fuel Tank AREA			6.00'	3.00'	N/A 18.00
	Generator AREA			6.00'	4.00'	N/A 24.00
	ATC Building			8.00'	20.00'	10.00' 160.00
	Outside Primary Lease Area			N/A	N/A	N/A Sq. Ft: N/A
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone		Fuel Tank Size(gal): 200.0		Fuel Type: Diesel		Fuel Tank Setback(radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: N/A	Quantity: N/A	TX Power(watts): N/A		ERP(watts): N/A		
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	OMNI	OMNI	OMNI	ICE SHIELD	DISH-HP	ICE SHIELD
Manufacturer	Sinclair	Sinclair	Sinclair	Valmont	Andrew Microwaves	Valmont
Model #	SC412-HF2LDF	SC412-HF2LDF	SC479-HF1LDF	ISMD10	HPX10-59	ISMD8
Dimensions HxWxD	251.5" x 5" x 5"	251.5" x 5" x 5"	172.5" x 3.5" x 3.5"	5" x 120" x 62.5"	10.00' x 10.00' x 0.0'	4" x 96" x 62"
Weight(lbs.)	79.0	79.0	34.0	421.5	705.0	383.4
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	610.0'	580.0'	310.0'	295.0'	287.0'	260.0'
Antenna Tip Height	620.5'	590.5'	317.2'	295.2'	292.0'	260.2'
Antenna Base Height	599.5'	569.5'	302.8'	294.8'	282.0'	259.8'
Mount Type	Stand-Off	Stand-Off	Stand-Off	N/A	Leg/Flush	N/A
Quantity	1	2	1	1	1	2
Azimuths/Dir. of Radiation	TBD	TBD	TBD	237	237	237/99.9
Quant. Per Azimuth/Sector	N/A	N/A	N/A	1	1	1/1
TX/RX Frequency Units	MHz	MHz	MHz	N/A	GHz	N/A
TX Frequency	854.0625-859.9625	854.0625-859.9625	857.9375	N/A	6	N/A
RX Frequency	809.0625-814.9625	809.0625-814.9625	812.9375	N/A	6	N/A
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	11.5	11.5	9.5	N/A	41	0
Total # of Lines	1	2	1	0	2	0
Line Quant. Per Azimuth/Sector	N/A	N/A	N/A	N/A	2	N/A
Line Type	Coax	Coax	Coax	N/A	Elliptical	N/A
Line Diameter Size	7/8" Coax	1 5/8" Coax	1 5/8" Coax	N/A	E60	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

ANTENNA EQUIPMENT SPECIFICATIONS						
Type	DISH-HP	DISH-STANDARD	ICE SHIELD	DISH-STANDARD	N/A	N/A
Manufacturer	Andrew Microwaves	Andrew Microwaves	Valmont	Andrew Microwaves	N/A	N/A
Model #	HPX8-59	PXL8-59	ISMD6	PXL6-59	N/A	N/A
Dimensions HxWxD	8.88' x 8.88' x 3.48'	8.00' x 8.00' x 0.0'	24" x 72.8" x 62.5"	6.00' x 6.00' x 0.0'	N/A	N/A
Weight(lbs.)	500.5	340.0	291.0	278.0	N/A	N/A
Location	Tower	Tower	Tower	Tower	N/A	N/A
RAD Center AGL	255.0'	252.0'	230.0'	225.0'	N/A	N/A
Antenna Tip Height	259.4'	256.0'	231.0'	228.0'	N/A	N/A
Antenna Base Height	250.6'	248.0'	229.0'	222.0'	N/A	N/A
Mount Type	Leg/Flush	Leg/Flush	N/A	Leg/Flush	N/A	N/A
Quantity	1	1	1	1	N/A	N/A
Azimuths/Dir. of Radiation	99.923	237	99.9	99.923	N/A	N/A
Quant. Per Azimuth/Sector	1	1	1	1	N/A	N/A
TX/RX Frequency Units	GHz	GHz	N/A	GHz	N/A	N/A
TX Frequency	6	6	N/A	6	N/A	N/A
RX Frequency	6	6	N/A	6	N/A	N/A
Using Unlicensed Frequencies?	No	No	No	No	N/A	N/A
Antenna Gain	38.8/ 39.2/ 39.5	39.2	N/A	36.6	N/A	N/A
Total # of Lines	2	2	0	2	N/A	N/A
Line Quant. Per Azimuth/Sector	2	2	N/A	2	N/A	N/A
Line Type	Elliptical	Elliptical	N/A	Elliptical	N/A	N/A
Line Diameter Size	E60	E60	N/A	E60	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

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