

AMENDMENT TO TOWER LEASE AGREEMENT

THIS AMENDMENT TO TOWER LEASE AGREEMENT (hereinafter "Amendment") is made as of the _____ day of _____, 2018, by and between **SBA TOWERS II LLC**, a Florida limited liability company (hereinafter "Licensor"), and **SEDGWICK COUNTY EMERGENCY COMMUNICATIONS**, a Kansas governmental agency (hereinafter "Licensee").

WHEREAS, M and P Rentals Partnership and Licensee entered into a Tower Lease Agreement dated July 31, 1996, as amended on July 18, 2012 (together, the "Agreement") pursuant to which Licensee leases a portion of the tower site located at 23101 West 23rd Street, Goddard, Kansas 67052; and

WHEREAS, M and P Rentals Partnership and Wichita Towers, LLC, a Kansas limited liability company entered into an Assignment and Assumption of Leases dated August 5, 2005; and

WHEREAS, Wichita Towers, LLC and Licensor entered into an Assignment and Assumption of Ground Lease and a Bill of Sale and Assignment dated May 1, 2008; and

WHEREAS, Licensor and Licensee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. Antennas and equipment as referenced in **Paragraph I** of the Agreement, hereinafter defined as "Equipment" are hereby amended in accordance with Item 4 below.

2. **Paragraph VII** of the Agreement is hereby amended to increase Licensee's rent as follows:

The current monthly rent shall be increased by Five Hundred Dollars and Zero Cents (\$500.00) effective the date this Amendment is last executed by both parties, partial month to be prorated. Rent, including any and all rent increases, will be escalated in accordance with the Agreement.

3. **Paragraph X** of the Agreement is hereby amended to reflect Licensor's current notice address current notice address as follows:

LICENSOR'S NOTICE ADDRESS:

SBA Towers II LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: KS10843-A-02/ Goddard

4. **Exhibit A** – Antenna and Equipment List attached to the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit A – Antenna and Equipment List attached hereto and made a part of the Agreement.

5. Licensor and Licensee acknowledge that Licensor shall perform or have performed a structural analysis on the tower with respect to Licensee's installation of its Equipment as set forth in Exhibit A attached to this Amendment. Licensee agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study if deemed necessary. In the event the tower or foundation shall need to be reinforced prior to the installation of Licensee's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Licensee's Equipment on the tower will be at Licensee's sole cost and expense and performed by Licensor or one of its affiliates or subsidiaries. Licensor shall perform or have performed all such work in accordance with the structural analysis.

6. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
7. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Premises are located without regard to principles of conflicts of law.
8. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
9. This Amendment shall be effective as of the date last executed by both parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amendment to Tower Lease Agreement as of the date and year first above written.

Signed and acknowledged in the presence of:

LICENSOR: SBA TOWERS II LLC,
a Florida limited liability company

Edith Van Note
Print Name: Edith Van Note
M. Francisco
Print Name: Marilyn Francisco

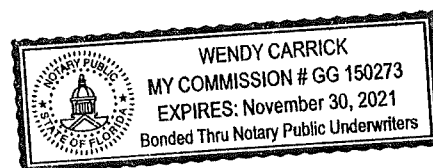
[Signature]
Name: Jason Silberstein
Title: Executive Vice President, Site Leasing
Date: 10-2-18

STATE OF FLORIDA }
 }
COUNTY OF PALM BEACH }

BEFORE ME, a Notary Public of the aforesaid State and County, personally appeared Jason Silberstein, to me personally known (or proved by sufficient evidence) who, being by me duly sworn (or affirmed) did say that he is the Executive Vice President, Site Leasing of **SBA Towers II LLC**, a Florida limited liability company described herein and that the instrument was signed on behalf of the Company, by authority of the Company and that he acknowledged this instrument to be the free act and deed of the Company.

WITNESS MY HAND and Notarial Seal on this 2nd of October, 2018.

Wendy Carrick
Notary Public



Site ID: KS10843-A-02
Site Name: Goddard

Licensee Site ID: 08
Licensee Site Name: Goddard

Signed and acknowledged in the
presence of:

**LICENSEE: SEDGWICK COUNTY EMERGENCY
COMMUNICATIONS,**

Print Name: _____

By: _____
Name: David Dennis
Title: Chairman, Sedgwick County Commission

Print Name: _____

Date: _____

STATE OF }
 }
COUNTY OF }

BEFORE ME, a Notary Public of the aforesaid State and County, personally appeared David Dennis, to me personally known (or proved by sufficient evidence) who, being by me duly sworn (or affirmed) did say that he is the Chairman, Sedgwick County Commission of **Sedgwick County Emergency Communications**, a Kansas governmental agency, described herein and that the instrument was signed on behalf of the Company, by authority of the Company and that he acknowledged this instrument to be the free act and deed of the Company.

WITNESS MY HAND and Notarial Seal on this _____ of _____, 2018.

Notary Public

EXHIBIT A

ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the most current structural analysis. The equipment contained in said structural must match the equipment as listed below, unless such equipment has been reduced and no structural analysis re-run is required by Licensor.

For the purpose of this Exhibit A, all mounting heights are approximate.

Note: Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation. Be advised, this is a painted tower. Paint all lines and equipment to match as per original installation or zoning requirement at the time of installation and maintained per FAA standards.

Antennas:		Four (4) Total	
Quantity:	Two (2)	Two (2)	
Type:	Omni	Omni	
Manufacturer:	Sinclair	Sinclair	
Model:	SC412-HF2LDF	SC412-HF2LDF	
Dimensions:	251.5" x 5" x 5"	251.5" x 5" x 5"	
Weight:	79 lbs.	79 lbs.	
Mounting Base:	424.5'	399.5'	
Mounting Center:	435'	410'	
Mounting Tip:	445.5'	420.5'	
Mounting Orientation:	____°, ____° & ____°	____°, ____° & ____°	
Mounting Downtilt:	0°	0°	
Cable:		Six (6) Total	
Number of Lines:	Two (2)	Two (2)	Two (2)
Cable Type:	Coax	Coax	Coax
Cable Size:	1 5/8"	7/8"	1/2"
Mount Equipment:		Four (4) Total	
Quantity:	Two (2)	Two (2)	
Type:	Sidarm	Sidarm	
Manufacturer:	Sinclair	Sinclair	
Model:	smk345-a7	smk345-a7	
Weight:	130 lbs.	130 lbs.	
Mounting Center:	425.5'	399.5'	
Dishes:		Two (2) Total	
Quantity:	One (1)	One (1)	
Type:	HP	HP	
Manufacturer:	Andrew	Andrew	
Model:	HPX10-59	HPX6-59-D1A/K	
Dimensions:	10'	77.5" x 77.5" x 53.3"	
Weight:	575 lbs.	320 lbs.	
Mounting Center:	155'	105'	
Mounting Orientation:	278°	148°	
Mounting Downtilt:	____°	____°	
Cable:		Two (2)	
Number of Lines:	Two (2)		
Cable Type:	Coax		
Cable Size:	EW 52		

Site ID: KS10843-A-02
Site Name: Goddard

Licensee Site ID: 08
Licensee Site Name: Goddard

Ice Shields:	Two (2) Total	
Quantity:	One (1)	One (1)
Manufacturer:	Valmont	Valmont
Model:	ISMD10	ISMD6
Dimensions:	4" x 120" x 62"	4" x 72" x 62"
Weight:	421 lbs.	322 lbs.
Mounting Center:	165'	110'

Tower Mounted Amplifiers (TMAs):

Quantity:	Two (2)
Manufacturer:	Spectra
Model:	ATS8TMA18/9
Dimensions:	22 x 9 x 13.5
Weight:	21 lbs.
Mounting Center:	425'

Remote Radio Units (RRUs): N/A

RRU Modules: N/A

DC Surge Suppression Systems: N/A

Ground Space Requirements: Approximately 491.5 square feet

Provided By:	Licensee	Licensee	Licensee
Type:	Shelter	Generator Pad	Propane Pad
Dimensions:	21' x 11.5'	10' x 6'	19' x 10'

ERP: N/A

Transmitter Operating Power: N/A

Generator:

Quantity:	One (1)
Type:	Propane
Location:	Within Licensee's lease area
Power:	45 KW

Frequencies: Transmit: N/A
Receive: N/A

Transmit: 854.0625, 854.3875, 854.9875 (data radio), 855.2875, 856.2625, 856.4625, 856.7375, 856.9625, 857.2625, 857.4625, 857.7375, 857.9625, 858.2625, 858.4625, 858.6875, 858.7375, 858.9625, 859.2625, 859.4625, 859.7375, 859.9625 MHz

Receive: 809.0625, 809.3875, 809.9875 (data radio), 810.2875, 811.2625, 811.4625, 811.7375, 811.9625, 812.2625, 812.4625, 812.7375, 812.9625, 813.2625, 813.4625, 813.6875, 813.7375, 813.9625, 814.2625, 814.4625, 814.7375, 814.9625 MHz