

AMENDMENT TO ANTENNA SITE AGREEMENT

THIS AMENDMENT TO ANTENNA SITE AGREEMENT (hereinafter "Amendment") is made as of the _____ day of _____, 2018, by and between **SBA TOWERS II LLC**, a Florida limited liability company (hereinafter "Owner"), and **SEDGWICK COUNTY EMERGENCY COMMUNICATIONS**, a governmental entity (hereinafter "Tenant").

WHEREAS, Owner and Tenant entered into an Antenna Site Agreement dated August 7, 2012 (the "Agreement") pursuant to which Tenant leases a portion of the tower site located at 1255 South 383rd Street West, Cheney, Kansas 67025; and

WHEREAS, Owner and Tenant 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. Equipment as defined in **Section 1** of the Agreement is hereby amended in accordance with Item 4 below.
2. **Section 3** of the Agreement is hereby amended to increase Tenant'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. Upon the anniversary and all future anniversaries of the Commencement Date, Rent, including any and all Rent increases, will be escalated in accordance with the Agreement.

3. **Section 8** of the Agreement is hereby amended to reflect Owner's current notice address:

OWNER'S NOTICE ADDRESS:

SBA Towers II LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: KS10828-A-03/ Cheney

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

5. Owner and Tenant acknowledge that Owner shall perform or have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as set forth in the Exhibit B attached to this Amendment. Tenant 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 Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries. Owner 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 Site is located without regard to principles of conflicts of law.

Site ID: KS10828-A-03
Site Name: Cheney

Tenant Site ID: 09
Tenant Site Name: Cheney

9. 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.

10. This Amendment shall be effective as of the date last executed by both parties.

IN WITNESS WHEREOF, Owner and Tenant have executed this Amendment to Antenna Site Agreement as of the date and year first above written.

Signed and acknowledged in the presence of:

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

Edith VanNote
Print Name: Edith VanNote
M. Francisco
Print Name: Marilyn Francisco

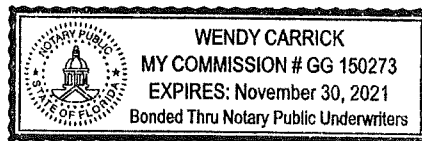
[Signature]
Name: Jason Silberstein
Title: Executive Vice President, Site Leasing
Date: 10-2-18

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: KS10828-A-03
Site Name: Cheney

Tenant Site ID: 09
Tenant Site Name: Cheney

Signed and acknowledged in the presence of:

TENANT: SEDGWICK COUNTY EMERGENCY COMMUNICATIONS,
a governmental entity

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, Kansas Department of Emergency Communications**, a governmental entity, 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 B

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 Owner.

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

NOTE: Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation.

Antennas:		Three (3) Total	
Quantity:	One (1)	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:	250'	224.5'	
Mounting Center:	260'	235'	
Mounting Tip:	270'	245.5'	
Mounting Orientation:	315°	0° & 120°	
Mounting Downtilt:	0°	0°	
Dishes:		Three (3) Total	
Quantity:	One (1)	One (1)	One (1)
Type:	HP	Standard	HP
Manufacturer:	Commscope	Andrew	Andrew
Model:	HPX10-59	PXL8-59	HPX8-59
Dimensions:	10'	8"	8"
Weight:	575 lbs.	251 lbs.	500 lbs.
Mounting Center:	262'	227'	160'
Mounting Orientation:	56.9°	57°	98°
Mounting Downtilt:	_____°	_____°	_____°
Ice Shields:		Two (2) Total	
Quantity:	One (1)	One (1)	
Manufacturer:	Valmont	Valmont	
Model:	ISMD8	ISMD8	
Dimensions:	96" x 62" x 4"	96" x 62" x 4"	
Weight:	383 lbs.	383 lbs.	
Mounting Center:	235'	168'	
Tower Mounted Amplifiers (TMAs):		One (1)	
Quantity:	One (1)		
Manufacturer:	dbSpectra		
Model:	ATS8TMA18		
Dimensions:	22" x 13.5" x 9"		
Weight:	21 lbs.		
Mounting Center:	250'		
Remote Radio Units (RRUs):		N/A	
RRU Modules:		N/A	
DC Surge Suppression Systems:		N/A	
Ground Space Requirements:		N/A	
ERP:		N/A	

Site ID: KS10828-A-03
Site Name: Cheney

Tenant Site ID: 09
Tenant Site Name: Cheney

Transmitter Operating Power:

N/A

Generator:

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

Transmitters:

Quantity: Twenty (20)
Manufacturer: Cassidian
Model: TB9100

Frequencies:

Transmit: 855.9875, 856.2625, 856.4625, 856.7375, 856.9625, 857.2625, 857.4625,
857.7375, 857.9625, 858.2625, 858.4625, 858.7375, 858.9625, 859.2625, 859.4625,
859.7375, 859.9625, 860.2625, 860.4625, 860.7375, 860.9625 MHz
Receive: 810.9875, 811.2625, 811.4625, 811.7375, 811.9625, 812.2625, 812.4625,
812.7375, 812.9625, 813.2625, 813.4625, 813.7375, 813.9625, 814.2625, 814.4625,
814.7375, 814.9625, 815.2625, 815.4625, 815.7375, 815.9625 MHz