

FIRST AMENDMENT TO MASTER LICENSE AGREEMENT FOR ATTACHMENTS TO CITY FACILITIES

This First Amendment to Master License Agreement for Attachments to City Facilities (“First Amendment”) is entered into by and between the City of Olathe, Kansas (“City”), and ExteNet Asset Entity, LLC, successor in interest to ExteNet Systems, Inc. (“Licensee”), and is effective as of the date of the last signature written below (the “Effective Date”).

WHEREAS, City and Licensee entered into that certain Master License Agreement for Attachments to City Facilities dated May 6, 2014 (the “Agreement”); and

WHEREAS, City and Licensee desire to amend the Agreement in compliance with existing laws.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Licensee’s notice information at Section 26.1 of the Agreement is deleted and replaced in its entirety as follows:

To Licensee:

ExteNet Asset Entity, LLC
3030 Warrenville Road, Suite 340
Lisle, Illinois 60532
Attn: General Counsel

With a copy to:

With a copy (same address):

Attention General Counsel; and

a copy emailed to: Notice@extenetsystems.com

2. Section 1 of Exhibit A of the Agreement entitled “Light Pole attachment Fees” is deleted and replaced in its entirety as follows:

1. Annual Attachment Fee: \$270 per attachment per year

The Annual Attachment Fee does not include the use of the City’s electricity. The entity is responsible for obtaining its own meter and electric supply.

3. Capitalized words and phrases in this First Amendment not otherwise defined shall have the meaning given to those terms in the Agreement.

4. Except to the extent the Agreement is modified by this First Amendment, the remaining terms and provisions of the Agreement shall remain unmodified and continue in full force and effect. From and after the Effective Date of this First Amendment all references to the Agreement shall mean the Agreement as amended by this First Amendment.

5. In the event of a conflict or inconsistency between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control.

6. If any provision of this First Amendment shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this First Amendment shall remain in full force and effect.

7. The persons executing this First Amendment are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

8. This First Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same original document and shall become effective when one or more counterparts have been signed by each of the parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this First Amendment as of the dates written below.

City of Olathe, Kansas

ExteNet Asset Entity, LLC

By: _____

Name: Michael E. Copeland

Title: Mayor

Date: _____

By: _____

Name: RICHARD J. COYLE, JR.

Title: EVP

Date: 4/23/2020

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney