

**FIRST AMENDMENT TO LICENSE AGREEMENT
(Main Street and Scherer Road Locations)**

This First Amendment to License Agreement (“**First Amendment**”) is dated as of the date of the last signature below and is between the City of Lee’s Summit, Missouri, a municipal corporation duly organized in accordance with the laws of the State of Missouri (“**City**”), and Google Fiber Missouri, LLC, a Missouri Limited Liability Company with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (“**Licensee**”). This Amendment amends, supplements and, to the extent inconsistent therewith, supersedes that certain License Agreement between the same parties dated March 6, 2015 relating to the premises referred to by the parties as Main Street and Scherer Road locations (“**License Agreement**”). Any defined terms used but not defined herein have the same meanings as given to them in the License Agreement.

RECITALS

- A. City and Licensee wish to amend the License Agreement to: (1) add a new Section 1(A) granting Licensee and third-party utility companies utility corridors; and (2) amend Section 8 of the License Agreement to set forth an annual fee for the Premises calculated on a per-square-foot basis.
- B. The parties are executing contemporaneously herewith an amendment to the Network Cooperation and Services Agreement between the parties dated September 30, 2013.

AGREEMENT

In consideration of the mutual promises set forth below, it is agreed:

- 1. A new Section 1-A is hereby incorporated into the original License Agreement and shall read as follows:

Section 1-A. Scherer Street Substation Utility Corridor.

This License further includes the grant to Licensee the non-exclusive right to use and access on, over, across and under the existing utility corridor identified in the two documents included in Exhibit 1 that are identified as “UTILITY CORRIDOR / SW SCHERER ROAD SUBSTATION” (a plan view drawing) and “SW SCHERER ROAD SUBSTATION UTILITY CORRIDOR” (a narrative legal description) (the “**SW Scherer Road Substation Utility Corridor**”). City’s grant of rights to Licensee regarding the SW Scherer Road Substation Utility Corridor are for purposes of furnishing ingress, egress and regress, and to operate, repair, maintain, replace and remove service utilities such as electricity and gas to the Utility Equipment and Fiber Housing, to the extent necessary (as determined by Licensee), and to maintain the connection of Licensee’s Utility Equipment and Fiber Housing to the public right of way. Licensee and/or any public utility company performing work at Licensee’s request will obtain all necessary City permits before performing any work in the SW Scherer Road Substation Utility Corridor that would require a permit. Licensee has the right to enter and traverse City-owned property to access the Utility Equipment and Fiber Housing for the purposes stated in the Agreement, provided that Licensee does not interfere with City’s use of such property.

- 2. Section 8 of the License Agreement is repealed in its entirety and replaced to read as follows:

Section 8. Annual Fee and Term.

Licensee agrees to pay to City an annual fee of \$2.00 per square foot for each Premises described in Exhibit 1. The fees will be paid on a billing cycle beginning January 1 of 2015, and on the first day of each year thereafter, except that the annual fees for 2015 and 2016 shall be paid within 45 calendar days of the approval of this Addendum by Licensee. In the event of a termination of this Agreement or a relocation of any Utility Equipment or Fiber Housing, the annual fee will be prorated for any portion of a year that the applicable Utility Equipment or Fiber Housing is occupied. Licensee will be responsible for all its costs associated with construction, operation and maintenance of the Utility Equipment, Fiber Hut, and Premises. Payments will be delivered by Licensee within forty-five (45) days of the payment due date agreed upon by the parties. Beginning with the payment due on January 1st following the second anniversary of the Effective Date, the annual fee will be automatically adjusted with an annual increase of one and one-half percent (1.5%) over the previous year's fee.

The Main Street location consists of 2,480.67 square feet, with an initial annual fee of \$4,961.34, subject to increase as contemplated above.

The Scherer Road location consists of 2,030.00 square feet, with an initial annual fee of \$4,060.00, subject to increase as contemplated above.

This Agreement will remain in effect so long as any of the Services are provided by Licensee.

- 3. All other terms of the License Agreement remain in full force and effect.

Signed by authorized representatives of the parties on the dates written below.

LICENSEE: Google Fiber Missouri, LLC

CITY: Lee's Summit, Missouri

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:

Date: _____

Date: _____