

FIRST AMENDMENT TO AGREEMENT

THIS First Amendment to Agreement is made this ____ day of _____, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and Sprint Communications Company L.P., a Delaware limited partnership.

RECITALS

- A.** On June 10, 2008, the City of Lawrence, Kansas ("the City"), a municipal corporation, and Sprint Communications Company L.P. ("the Company"), a Delaware limited partnership, entered into an Agreement ("Original Agreement") whereby, according to certain terms, the Company was permitted to place and to maintain certain facilities within the City's Right of Way.
- B.** By its terms, the Original Agreement will expire at midnight on June 10, 2013.
- C.** The City and the Company wish to amend the Original Agreement to permit the Company to place and to maintain its facilities in the City's Right of Way for an extended period of time.
- D.** The City and the Company have reached an agreement that would amend the Original Agreement and that would permit the Company to place and to maintain its facilities in the City's Right of Way for an extended period of time.

AGREEMENT

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Original Agreement as follows:

SECTION 1. All terms of the Original Agreement, dated June 10, 2008, are hereby ratified and shall remain in full force and effect unless expressly modified by the parties herein.

SECTION 2. The parties agree that Section 11 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Section 11. Length of Agreement. This Agreement shall expire, unless otherwise earlier terminated by agreement of the parties, operation of law, casualty, or forfeiture by either party, at midnight on December 31, 2023.

SECTION 3. As compensation for the extension of the Original Agreement, the Company agrees to pay and the City agrees to accept a one-time two thousand dollar (\$2,000.00) fee for the use and occupancy of the City's Right of Way. The parties agree that such fee is pursuant to K.S.A. 17-1902(n). The fee shall be due within forty-five (45) days of the date of this First Amendment to Agreement.

SECTION 4. The parties agree that this First Amendment to Agreement is a mere continuation of the Original Agreement and does not represent a new Agreement of the parties. In the case of any inconsistencies between the terms and conditions contained in the Original Agreement and the terms and conditions contained in this First Amendment to Agreement, the terms and conditions herein will control.

SECTION 5. This First Amendment to Agreement may be executed in duplicate counterparts, each of which will be deemed an original.

SECTION 6. Each of the parties represent and warrant that they have the right, power, and legal authority to enter into and perform their respective obligations under this First Amendment to Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**SPRINT COMMUNICATIONS
COMPANY L.P., a Delaware limited
partnership**

By: _____

Printed Name: James B. Farris

Title: Manager, Real Estate

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came James B. Farris, as Manager, Real Estate, of Sprint Communications Company L.P., who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires: