

**AMENDMENT TO NON-EXCLUSIVE FACILITIES  
LICENSE AGREEMENT**

This First Amendment to the Non-Exclusive Facilities License Agreement (this "Amendment") dated March 30, 2016 ("Reference Date"), is made by and between Weber County, a body corporate and politic of the State of Utah, ("County"), and Optic Loop Communications, LLC, formerly TXOX Communications LLC, a Utah limited liability company, its sub-licensors, subsidiaries, and assigns ("Licensee"), and Weber County Ice Sheet ("Licensor"), located at 4390 Harrison Blvd., Ogden, UT 84403. County, Licensee, and Licensor are referred to collectively as the "Parties" and sometimes individually as a "Party."

**RECITALS**

**WHEREAS**, the Parties entered into that certain Agreement with a Reference Date of March 30, 2016;

**WHEREAS**, the Agreement established certain terms and conditions for placement of Equipment by Licensee; and

**WHEREAS**, the Agreement is in need of Amendment to clarify the provisions relating to the Equipment (described in Exhibit B of the Agreement) that is allowed to be installed on the Property (described in Exhibit A of the Agreement); and

**WHEREAS**, the Parties desire to amend the Agreement to establish the locations and maximum amount of Equipment that may be installed on the Property;

**NOW THEREFORE**, the Parties agree to the following amendment:

1. Paragraph 2 of the Agreement is amended as follows:

Permitted Use. Subject to the provisions of this Agreement, Licensor grants permission to the Licensee, its sub-licensors, subsidiaries, and assigns to use the License Area to provide communication services. Licensee's use of the License Area shall be limited to the installation, operation, maintenance, replacement, and removal of the Equipment as outlined in Exhibit B. All construction operations by Licensee and by its employees and agents shall be lawful and in compliance with all regulations and requirements of federal, state, county, and municipal governments. Licensee may construct, install operate, maintain, replace, upgrade or remove the Equipment, at Licensee's sole cost and expense, as long as this Agreement remains effective.

Licensee may install and maintain up to 5 sleds/units on the Property with five sixty-inch antennas per sled. The Parties shall mutually agree upon the installation location of the Sled units, including accessible power from existing rooftop compression units and fiber cable install that is to be installed in the Property via a rooftop 2" pipe by a licensed roof installer that will guarantee Property roof



BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Harvey voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Optic Loop Communications LLC

By  Date 12-18-20  
Tim Wright  
Authorized Signatory

**Exhibit A**

Updated Property Name: Weber County Sports Complex (“WCSC”)

Property Address: 4390 Harrison Blvd, Ogden, UT 84403

Licensee shall install the Equipment on the original “Ice Sheet” roof located in the North eastern corner of the WCSC Facility, as indicated below. The 5 sleds/units may be installed on the East, right, of the roof diagram, as indicated below, once Weber County Electrician & Optic Loop tech agree on best practice location.



## **Exhibit B**

The Equipment along with Plans and Specifications are set forth below.

**Sleds/units:** Licensee may install up to 5 sleds/units, with five sixty-inch antennas each, to house and support the components necessary to provide communication services. Sleds/units shall be installed on the roof of the Property in accordance with industry-standards and shall be non-penetrating with a mat under each sled/unit. Sleds/units shall be mounted with protection under them to maintain integrity of material of Ice Sheet's roof top. The Fiber Cable will require a 2" conduit pipe with required flashing & cap be installed by an insured roofer agreed upon by the Ice Sheet to house the fiber cable from Harrison Blvd to the Facility and paid for by Licensee.

**Mounting structures:** All equipment shall be installed on non-penetrating roof mounts with protection under them to maintain integrity of membrane material of the Ice Sheet's roof top. All mounting structures shall be mat-style, non-penetrating mounts that can adequately support the Equipment.

**Antennas:** The antennas shall not be larger than 60" and the attached microwave dishes shall measure between 12" and 48" in diameter. Licensee shall not install more than 5 antennas per sled, not to exceed a total of 25 antennas. The actual number of installed antennas on the Property depends on size, technology, and customer requirements. Licensee shall only install the number of antennae/dishes that are needed for customer use. These requirements may be revised by written agreement of the Parties as technology changes and industry standard antenna needs fluctuate.

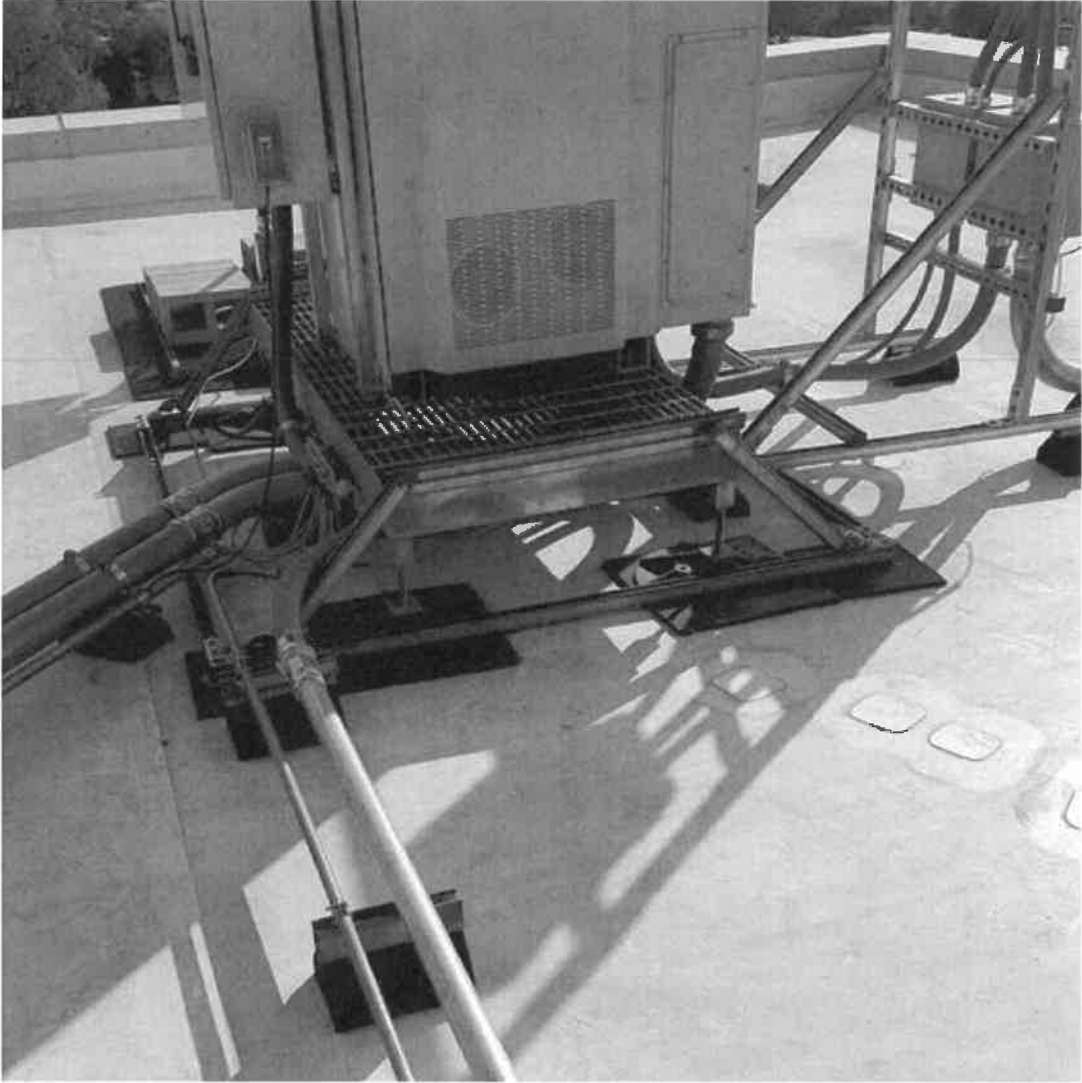
**Electronics** including routers, switches, servers and other network devices shall be located on a sled-style unit measuring 36"x36"6'. There will be 5 (five) of these units installed on the original Ice Sheet roof, drawing power from the electrical outlets located on each of the roof-top compressors.

**Enclosure:** The Equipment for the site shall be housed in a rack-style enclosure, which measures roughly 36" X 36" X 6.

The Equipment shall be installed in the same, or substantially same, manner as indicated and described by the pictures below:

1. **Pictures A and B** show a cabinet and generator both placed on metal stands that are placed on rubber separating the structure from the roof membrane.
2. **Pictures C and D** show flat roof mount poles, which are galvanized and placed on a rubber mat that sits on top of the membrane on the roof. Bricks are placed on the mount poles to hold the structure in place.

**Picture A**



**Picture B**



**Picture C**





**Picture D**

