

ANTENNA SITE AGREEMENT

1. **Premises and Use.** **SBA TOWERS II LLC**, a Florida limited liability company ("Owner") leases to **SEDGWICK COUNTY, Kansas, by and through its Department of Emergency Communications**, a governmental entity ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 254 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges, cable trays, conduit and riser space to connect emergency telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable, necessary and desirable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, an emergency telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent, based upon additional space used and as agreed to by the parties. The placement of substitution equipment in accordance with Section 9 shall not constitute additional equipment unless the same shall utilize additional space or capacity. Subject to Provision 12 herein, Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. **COMMENCEMENT DATE:** The earlier of the date Tenant begins installation of its Equipment at the Site or September 1, 2012.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of Two Thousand Nine Hundred Seventy-Five and no/100 Dollars (\$2,975.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a standard basis of thirty (30) day months. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all

Renewal Terms) by 3% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by August 31, 2012.

4. **Security Deposit.** Intentionally omitted.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as lessee under a ground lease ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. To the extent allowed by law, this Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner's rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement without prior written consent



of the Owner. In no event will Tenant be relieved of any obligations or liability hereunder.

7. Access and Security. Tenant will have the reasonable right of access to the Tower where its Equipment is located. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Site, Equipment, Pad or Shelter and easements. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to public safety, persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions it deems necessary, including taking any law enforcement action and control as set forth in Provision 12 herein. Tenant will give Owner reasonable written notice after such entry.

8. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Sedgwick County Project Services
Attn: Lease Notification
538 N. Main Street
Wichita, KS 67203-3701

With Copy to: Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Owner: SBA Towers II LLC
5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797
Attn: Site Administration
RE: KS10828-A-03/Cheney

Rental
Payments: SBA Towers II LLC
P.O. Box 933730
Atlanta, GA 31193-3730
Attn: Accounts Receivable
RE: KS10828-A-03/Cheney

9. Installation and Improvements. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The

approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense.. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right, after providing five (5) business days notice to Tenant, to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall within thirty (30) business days remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected) Tenant will pay to Owner a hold-over fee equal to one hundred fifty percent (150%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site by Tenant. Nothing contained herein shall grant the Tenant the unilateral right to extend the Term of this Agreement after the expiration of the Term. Owner may seek any remedy allowed by law to cause the removal of Tenant's Equipment and antenna's upon expiration or termination. Upon written notice by Owner to Tenant not less than five(5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will given Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. Compliance with Laws. Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Owner and Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations



promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance.** Tenant is a self-insured government entity under the authorization of Kansas law and maintains its own liability overages.

12. **Emergency Disaster.** Owner and Tenant acknowledge that the purpose of this Agreement shall be to provide the necessary public safety and emergency wireless communications services to first responders and emergency personnel, including but not limited to, law enforcement, fire department, emergency medical services, etc. In the event of emergency, whether declared by the Tenant or the State of Kansas under the authority vested by the Emergency Preparedness For Disasters Act, K.S.A. 48-904, *et. seq.*, or declared by the United States of America, any federal agency or any branch of the U.S. military forces, and irrespective of any undeclared emergency, whether national, state or local, Owner shall use best efforts to grant priority access to Tenant over all users of the Site, to access

area at or near the Shelter, Equipment or Easement thereto.

13. **Public Safety Interference.** As of the Commencement Date, Owner and Tenant are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"), 47 CFR § 90.667 and the Communications Act of 1934, 47 U.S.C. §151, *et. seq.* Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

14. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Subject to Provision 12 and 13 above, Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference or seek FCC determination as set forth in Provision 13 herein. and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self help remedies to cause Tenant to cease transmission expect for intermittent testing for the purposes of correcting interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement or seek FCC determination as set forth in Provision 13 herein . Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its



efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use best efforts to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. Replacement of Tower. Owner may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Owner's sole cost and (ii) not result in an interruption of Tenant's communications services beyond that which is necessary to replace the new Tower. If Tenant, in Tenant's reasonable discretion, cannot operate the Equipment, etc. from the existing Tower during such replacement or rebuild of the Tower, Tenant may establish, at Tenant's sole cost, a temporary facility on the Tower Facility to provide such services as Tenant deems necessary during any such construction by Owner so long as adequate space is then available. The location of such temporary facilities shall be subject to Owner's approval. The Rent due hereunder shall be abated for any period during which Tenant is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Owner and Tenant shall enter into an amendment to this Agreement to clarify the rights of Owner and Tenant to the new Tower Facility. In the event the new tower facility will not fulfill any technical or coverage requirement of the Tenant, the Tenant may terminate this Agreement with no further liability to the Owner.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval or (iii) as set forth in Provision 14.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either

party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. The parties acknowledge that Tenant is a tax exempt government entity under the authorization of Kansas law. .

18. Indemnity. Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner and Tenant will have no liability to the other party for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the opposing party for any reason whatsoever. The Kansas Tort Claims Act, K.S.A. 75-6101, et. seq. shall apply in all instances to the Tenant.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. Liens. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be



indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). Tenant will in no event be liable to Owner for any damage to or loss of Owner's Tower/Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Owner's act or omission, or Owner's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Tenant's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. The parties acknowledge that Tenant is a government entity under Kansas law and this Agreement is subject to the Kansas Open Records Act, K.S.A. 45-215 et. seq. .

23. Bankruptcy and Insolvency. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation. The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).



TENANT: SEDGWICK COUNTY EMERGENCY COMMUNICATIONS, a governmental entity

By: Tim Norton
Title: Board of County Commission Chairman
Date: _____

Fed Tax ID: _____
Address: 714 N. Main Street
Wichita, KS 67203-3790

Witness: _____

Witness: _____

ATTEST:

KELLY ARNOLD, County Clerk

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

By: Jason Silberstein
Title: Senior Vice President, Property Management
Date: _____

Fed Tax ID: 20-5388053
Address: 5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797

Witness: _____

Witness: _____

OWNER NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Jason Silberstein, Senior Vice President, Property Management of **SBA Towers II LLC**, a Florida limited liability company who is personally known to me.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FLORIDA

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____



EXHIBIT A
SITE DESCRIPTION

Site located at: 1255 South 383rd Street West, situated in the City of Cheney,
County of Sedgwick, State of Kansas 67025

Legal Description: See attached Exhibit A-1

Legal Description As Recorded:

A tract of land located in the Southwest 1/4, Section 29, Township 27 South, Range 4 West of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Northeast corner of the Sedgwick County Electric Cooperative Association Addition, Sedgwick County, Kansas; Thence South along the East line of said addition on a platted bearing of S 05°07'45" E for a distance of 210.75 feet; Thence S 89°43'15" W for a distance of 152.12 feet to the Point of Beginning; Thence S 00°16'45" E for a distance of 100 feet; Thence S 89°43'15" W for a distance of 100.00 feet; Thence N 00°16'45" W for a distance of 100 feet; Thence N 89°43'15" E for a distance of 100 feet to the Point of Beginning.

Access Easement:

A centerline of a 20.00 foot wide access easement located in the Southwest 1/4, Section 29, Township 27 South, Range 4 West of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Southeast corner of the Sedgwick County Electric Cooperative Association Addition, Sedgwick County, Kansas; Thence North along the East line of said addition on a platted bearing of N 05°07'45" W for a distance of 79.07 feet to the Point of Beginning; Thence S 90°00'00" W for a distance of 343.39 feet; Thence N 00°00'00" E for a distance of 312.30 feet; Thence N 14°15'20" E for a distance of 304.19 feet to the South Line of previously described lease area.

Utility Easement:

A centerline of a 10.00 foot wide utility easement, located in the Southwest 1/4, Section 29, Township 27 South, Range 4 West of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Northeast corner of the Sedgwick County Electric Cooperative Association Addition, Sedgwick County, Kansas; Thence South along the East line of said addition on a platted bearing of S 05°07'45" E for a distance of 306.10 feet to the Point of Beginning; Thence S 89°43'15" E for a distance of 160.19 feet to the East line of previously described lease area.

Latitude: 37° 40' 4.9"

Longitude: -97° 46' 52.3"



**EXHIBIT B
 ANTENNA AND EQUIPMENT LIST**

Equipment must be installed, routed and stacked pursuant to FDH Structural Analysis.

Antennas:	Three (3) Total		
Quantity:	Two (2)	One (1)	
Type:	Omni	Omni	
Manufacturer:	Sinclair	Sinclair	
Model:	SC412-HF2LDF(E5765)	SC412-HF2LDF(E5765)	
Dimensions:	251.5" x 5"	251.5" x 5"	
Weight:	79 lbs.	79 lbs.	
Mounting:	All at the following approximate height levels:		
Base of the antenna:	224.5'	250'	
Centerline of the antenna:	235'	260'	
Tip of the antenna:	245.5'	270'	
Orientation:	0° & 120°	NW	
Downtilt:	0°	0°	
Mount Make/Model/Weight:	Sinclair/SMK345-A7/130 lbs., unless otherwise depicted in the Structural Analysis		
Cable:			
Number of Lines:	Three (3)		
Type:	AVA5-50		
Size:	7/8"		
Dish:	Three (3) Total		
Quantity:	One (1)	One (1)	One (1)
Manufacturer:	Andrew	Andrew	Andrew
Model:	HPX10-59	PXL8-59	HPX8-59
Dimensions / Weight:	10'/575 lbs.	8'/251 lbs.	8'/500 lbs.
Orientation:	56.9°	56.9°	97.9°
Mount:	At approx. 262'	At approx. 227'	At approx. 160'
Type Mount:	Per Structural	Per Structural	Per Structural
Cable Type / Size:	(1) EW-52/ 2.25"	(1) EW-52/ 2.25"	(1) EW-52/ 2.25"
Tower Top Amplifier:	One (1)		
Quantity:	One (1)		
Manufacturer:	dbSpectra		
Model:	ATS8TMA18		
Dimensions:	22" x 9" x 13.5"		
Weight:	21 lbs.		
Mount Location:	Behind Tenant's antennas at 250'		
Cable/Mount:	(1) AVA4-50 @ 1/2"		
Ground Space Requirements:	Approximately 254 square feet		
Tenant provided Shelter:			
Dimensions:	11.5' x 20'	4' x 6'	
Type Shelter:	Shelter	Generator pad	
GPS Receiver:	N/A		
Transmitters:	Twenty (20)		
Quantity:	Twenty (20)		
Manufacturer:	Cassidian		
Model:	TB9100		
Power Output (Watts):	100 Watts		



Transmitter Cabinets:

Quantity: 4-post open rack
Six (6)
Manufacturer: dbSpectra
Model: SPD-885
Dimensions: 24" x 24" x 83"
Weight: 66 lbs.

Frequencies:

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

ERP:

Transmitter Operating Power: 100 Watts

Generator:

Quantity:
Manufacturer/Model:
Type: Propane
Capacity:
Power: 45 Kilowatts
Location: Within Tenant's lease area

EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT



NOT FOR EXECUTION

After recording return to:

STATE OF KANSAS

COUNTY OF SEDGWICK

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated _____, 2012, between **SBA TOWERS II LLC**, a Florida limited liability company "Owner" and **SEDGWICK COUNTY EMERGENCY COMMUNICATIONS**, a governmental entity "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 254 (11.5' x 20' + 4' x 6') square feet at that certain site "Site" located at 1255 South 383rd Street West, City of Cheney, County of Sedgwick, State of Kansas 67025, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 2012, which term is subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT: SEDGWICK COUNTY EMERGENCY COMMUNICATIONS, a governmental entity

By: Tim Norton
Title: Board of County Commission Chairman
Tax No:
Address: 714 N Main Street
Wichita, KS 67203-3790
Date: _____

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____



MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Tim Norton, Board of County Commission Chairman of **Sedgwick County Emergency Communications**, a governmental entity, who is personally known to me or produced _____ as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____

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

By: Jason Silberstein
Title: Senior Vice President, Property Management

Witness: _____

Print
Name: _____

Tax No: 20-5388053
Address: 5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797

Witness: _____

Print
Name: _____

Date: _____

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Jason Silberstein, Senior Vice President, Property Management of **SBA Towers II LLC**, a Florida limited liability company, who is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA

My commission expires:

Printed Name of Notary



EXHIBIT D

Minimum Site Installation, Occupancy and Maintenance Requirements and Specifications

Pre-Installation Standards

1. **Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Installation

2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding. (Must be in place during operation)
 - (4) Isolator/harmonic filter. (Must be in place during operation)
 - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliax/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite **receive only** systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

General

3. Tenant must comply with any applicable instructions regarding any Site security system.
- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
 - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
 - (d) Do not adjust or tamper with thermostats or HVAC systems.
 - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

