

Owner ID / Name Pixius Communications, LLC
Customer ID / Name Sedgwick County, KS
Site Address: 1200 E. 77th St., Park City, KS 67147
Grd. Elev.: 1385' Latitude/Longitude: 37.82556, -97.32528
Structure Ht / Type: 350' Guyed FCC Registration #: 1041799

COMMUNICATIONS EQUIPMENT SITE AGREEMENT

THIS COMMUNICATIONS EQUIPMENT SITE AGREEMENT ("Agreement") is entered into this _____ day of October, 2012, by and between **Pixius Communications, LLC** ("Owner") and **Sedgwick County Kansas** ("Customer").

1. Grant:
 - (a) Subject to the following terms and conditions, Owner hereby grants Customer the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on Owner's tower ("Tower") located on the property described in Exhibit "A" ("Premises"), and leases to Customer a portion of the Premises for construction and occupancy of an equipment shelter or building to house Customer's equipment on the Premises as more particularly described in Exhibit "A". Owner shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Owner's sole discretion. Owner also grants to Customer a non-exclusive easement during the term of this Lease for ingress, egress and regress on property described on attached "Exhibit "B" ("Easement"). Customer may install equipment, personal property, improvements, alterations or fixtures as listed on Exhibit "C" and associated equipment ("Equipment"), specification subject to Owner approving the installation drawings, if requested and being performed by the Contractors or Installers listed on Exhibit D.

Owner owns or has the right to lease the premises described on Exhibit "A."

2. Use: Customer shall use the Equipment and the Premises for the purpose of construction, installing, maintaining, improving and operating, at Customer's expense, a communications facility, including antennae, buildings and incidental uses. Customer shall only use Tower as set forth on Exhibit "C". Customer shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Customer in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Customer shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises.
 - (a) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee 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"). 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.

- (b) **Emergency Access to tower.** Licensors and Licensees 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 Licensee 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, Licensor shall use best efforts to grant priority access to Licensee over all users of the Site, to access area at or near the Shelter, Equipment or Easement hereto.
3. **Term:** This Agreement shall be in effect until 10/1/13 and shall commence on the date of the last party to execute this Agreement ("Commencement Date").
4. **Renewal Term(s):** Provided Customer is not in default of this Agreement, Customer shall have the right to extend this Agreement for three (3) additional months ("Renewal Term") on the same terms and conditions as set forth in this Agreement except that the Rent shall be as specified in Paragraph 5 below. This Agreement shall be renewed for Renewal Term unless Customer notifies Owner of Customer's intention not to renew the Agreement at least thirty (30) days prior to expiration of the then current term.
5. **Rent:**
- (a) **Initial Term:** Upon Commencement Date, ("Rental Commencement Date"), Customer shall pay to Owner as rental the sum of One (\$1.00) for Equipment described on Exhibit "C", which shall include Customer's right to use and occupy the ground space surrounding Owner's Tower.
- (b) **Rent Adjustment/Increase:** Rent during the initial and renewal terms shall not be increased through 12/31/13.
6. **Tower Maintenance:** Owner represents and warrants that its operation of the Tower, exclusive of Customer's Equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Owner shall maintain its lighting systems, tower antenna, equipment and building in good operating condition. The costs of maintaining the Tower shall be borne by Owner with the exception of Customer's antennae and Equipment and except for damage to the Tower caused by Customer or Customer's agents, employees, contractors or subcontractors, which shall be borne by Customer. Customer shall repair at Customer's cost any such damage, within 48 hours, and to the extent that such damage cannot be repaired within 48 hours, Customer shall make all efforts to begin such repair and finish such repair in a timely manner.
7. **Conditions Precedent and Representations:** Customer's obligations to perform under this Agreement shall be subject to and conditioned upon:
- (a) Customer's securing appropriate approvals for Customer's intended use of its Equipment on the Premises from the Federal Communications Commission, the

Federal Aviation Administrator, and any other federal, state or local regulatory agency having jurisdiction over Customer's proposed use of the Equipment;

- (b) Customer's approval of the condition of the Premises, which may be subject to, at Customer's option and expense, an environmental audit of the Premises performed by an environmental consulting firm of Customer's choice;
 - (c) Customer shall provide to Owner copies of all permits, reports, commitments, analysis, estimates or citations, which Customer receives or has done upon request.
 - (d) Customer represents that it or its agent has full power and authority to accept and sign this Agreement.
8. In the event of a failure of any of the above referenced conditions which have not been corrected by Owner within a reasonable time after notice of such defect, Customer may terminate this Agreement through written notice to Owner.
9. Interference: Customer agrees to install Equipment only of types and generating frequencies which will not cause interference to transmission or signals from Owner and other users of the Tower as may be already in place on the Tower. At Owner's request, Customer shall provide a detailed interference analysis showing potential conflicts between Customer's frequencies and those of the Owner or other users already in place on the Tower. In the event the Equipment causes interference, Customer will take all steps necessary to correct and eliminate the interference with any other operators located on the Tower. After the Equipment has been installed, Owner shall place similar restrictions upon interference with Customer's frequencies on others using Tower with Owner's permission, installed on the Tower after Customer's installation of the Equipment. In the event Third Parties' interference cannot be eliminated or rectified to Customer's satisfaction within a reasonable time, Customer shall have the right to terminate this Agreement immediately with written notice to Owner. Owner shall have approval over Customer's transmitting or receiving equipment located at the Tower or Premises. Such approval shall include, with cooperation and as reasonable to Customer's business, frequency coordination and acceptability, engineering specification, establishment of standard and practices consistent with and necessary for the avoidance or elimination or interference, and acceptability of equipment, such as radio transmitter, protective devices and antenna systems.
10. Utilities and Access:
- (a) Owner represents that utilities for Customer's intended use of the premises are presently available. Further, from time to time, Customer shall have the right to install utilities, to be separately metered at Customer's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Customer shall have the right to place utilities on or to bring utilities across or under the Easement in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. Owner shall, upon Customer's request, execute a separate written easement, acceptable to Owner, in a form which may be filed of record evidencing this

right. Customer shall be responsible for all utility connection charges, and all utility use charges, for electricity or any other utility used by Customer.

- (b) Customer shall have access to the Premises and the Equipment at all times, 24 hours each day, through the access drive presently existing on the Easement. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term.

11. Termination: Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, upon written notice as follows:

- (a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or
- (b) By Customer if it is unable to obtain or maintain any license, permit or other Permits necessary to the construction and operation of the Equipment or Customer's business or intended use of the Premises; or
- (c) By Customer if its business operations, plans, market or available equipment change prior to installation resulting in a diminished need, at Customer's sole discretion, of the Tower and or Premises; or
- (d) By Customer if the Tower is damaged by casualty so as to hinder, Customer's effective use of the Tower and Owner is unable to effectuate appropriate repairs within ninety (90) days of such damage; or
- (e) After the initial term by Customer upon sixty (60) days prior written notice.

12. Tower Analysis: Customer shall be solely responsible to ensure that Customer's installation of the Equipment shall not significantly affect the structural integrity of the Tower, and that no damage results to the Tower due to installation of the Equipment. Owner agrees to furnish Customer, promptly upon Customer's request, with true and accurate copies of all tower analysis, if any, performed on the Tower by Owner within two years preceding the request and Customer's attachment of antennas or Equipment on the Tower. In the absence of such analysis or if the most recent analyses are insufficient for Customer's needs, Customer may request a new analysis. Owner agrees to cooperate with Customer in acquiring the new analysis of the Tower. If a new analysis of the Tower is requested by Customer, Customer shall be responsible for coordinating that new analysis by a licensed structural engineer or other party acceptable to Owner, and Customer shall furnish a copy of the analysis to Owner. The costs of the new analysis shall be paid solely by Customer. If Customer requests, Owner shall submit, within ten (10) days of Customer's request, bids for any needed reinforcement or other work to make the Tower structurally sound. Owner shall reinforce or otherwise make the Tower structurally sound for Customer's use in accordance with such a submitted and accepted bid, at Customer's sole costs. At Owner's option, in the event the reinforcing of the Tower may impact Owner's and or other tenants' current or future use of the tower, in the Owner's opinion, Owner may reject reinforcing the tower.

13. Taxes: Owner and Customer acknowledge that Customer is a tax exempt entity as a defined body politic under the authorization of Kansas law. Owner shall pay, when due, all real property taxes and all other fees and assessments attributable to the Premises.
14. Liability Insurance: During the Initial Term and all Renewal Terms of this Agreement, Customer shall maintain, at its own expense, insurance with a company properly licensed to write insurance in the State of Kansas, for public, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$500,000 per occurrence, and property damage insurance of not less than \$500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Customer's use or occupancy of the Premises and the Tower subject to the standard exceptions found in commercial general liability insurance policies. Owner shall be an additional named insured on Customer's insurance policy if requested. With respect to Customer's insurance obligations contained in this section, Owner acknowledges Customer may self-insure, so long as Customer maintains sufficient assets to meet and/or exceed the coverage requirements set forth herein.
15. Condemnation: If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the opinion of the Customer, unsuitable for the use which Customer was then making of the Premises or that Tower, Customer may terminate this Agreement effective as of the date the title vests in the condemning authority. Owner and Customer shall share in the condemnation proceeds in proportion to the values of their respective interest in the Premises (which for Customer shall include, where applicable, reasonable moving expenses, including structural analysis on alternative structures, and prepaid fees).
16. Environmental Matters:
 - (a) Owner represents that, to the best of Owner's knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Owner agrees that it will provide, at no cost or expense to Customer, for the removal of any Hazardous Materials if Hazardous Materials are brought onto the Premises or Easement by Owner, its agents, servants, employees, licensees, invitees or contractors. As used in this Agreement, "Hazardous Materials" shall mean any and all contaminants, oils, asbestos, radon, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulation or administrative orders or other material the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority.
 - (b) Customer shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Customer shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Customer shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Customer or Customer's agents, employees or contractors.

- (c) Customer is required by the Federal Communications Commission to comply with the Federal Communications Commission's Second Memorandum Opinion and Order and Notice of Proposed Rulemaking, ET Docket No. 93-63, adopted August 25, 1997, and any amendments thereto, (the "Order"). As owner of the site, Owner hereby assumes responsibility for ensuring that the site and all equipment thereon is operated in compliance with all requirements related to human exposure to RF fields. Owner shall allow Customer to take all steps necessary to comply with the Order, and agrees to require all parties at the site to cooperate with each other and assist each other, including Customer, in obtaining all information, measurements and data necessary to comply with the Order. Owner shall also require all parties at the site to notify Owner when any changes or modifications are made to their facilities located at the site, and Owner shall immediately communicate those changes and modifications to Customer. Owner shall ensure that the site is not accessible by the general public, for example, by installing a fence with a locked gate around non-rooftop sites, restricting access to the site to only licensees' authorized personnel, and alarming all access points to the site, and shall install all required notices at the site, in compliance with all applicable standards, regulations, and requirements.

17. Hold Harmless:

- (a) By Owner: Owner agrees to defend, indemnify and hold Customer and its affiliates or subsidiary companies, their officers, agents and employees harmless from and against any and all costs, charges, expenses, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, including reasonable attorney's fees, which in any manner arise out of or relate to Owner's use or occupancy of the Premises, or from Owner's performance or failure to perform under this Agreement from any negligence or intentional misconduct by Owner, its subcontractors, agents, servants, employees or any or all of the, or from any defect in the title to the Premises, or from the presence of any Hazardous Material on the Premises prior to the Commencement Date, or thereafter if brought onto the Premises by Owner or Owner's agents, employees, licensees, invitees or contractors to the extent permitted by law.
- (b) By Customer: Customer agrees to defend, indemnify and hold Owner and its affiliates or subsidiary companies, their officers, agents and employees harmless to the extent permitted by law from and against any and all costs, charges, expenses, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, including reasonable attorney's fees, which in any manner arise out of or relate to Customer's use of the Equipment or Premises or the performance or non-performance of this Agreement by Customer, Customer's subcontractor's, employees, agents, or assigns, including without limitation, those that may arise out of the use or furnishing of material, and as to such claims, actions or causes of action arising from or resulting from any negligence or intentional misconduct by Customer, its subcontractors, agents, servants, employees, or any or all of them or from the presence of any Hazardous Materials brought onto the premises by Customer or Customer's agents, employees, licenses, invitees or contractors. Affiliates shall mean any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, another person or entity. Control for this definition shall be defined as holding at least a majority voting power or operating control. This paragraph 17 (b) shall

survive termination of this Agreement. Owner shall not, in any event, be liable in damages for Customer's business loss, business interruption, or other special, incidental or consequential damages of whatever kind or nature, regardless of the cause of such damages and Customer, and anyone claiming by or through it, expressly waives all claims for such damages.

18. Default Events and Remedies:

(a) Events of Default: The occurrence of any one of the following events shall constitute a default of this Agreement by Customer:

19. Failure of Customer to make any payment of rent or other required payment, when due, and such failure continues for thirty (30) days after written notice by Owner to Customer;
20. Failure of Customer to take possession of the premises within thirty (30) days following completion of construction;
21. Vacating or abandonment of the Tower;
22. Failure of Customer to comply with any provision of this Agreement, other than payment of rent, and such failure continues for fifteen (15) days after notice of such default specifying the non-compliance by Customer, provided however, that if the nature of Customer's default is such that more than fifteen (15) days are reasonably required for its cure and Customer has commenced such cure and thereafter diligently proceeds to cure such default.

(a) Remedies In Event of Default: Upon the occurrence of any default, Owner shall have the option to do any one or more of the following:

- (1) Terminate the Agreement: Terminate this Agreement in which event Customer shall immediately remove its equipment from the Premises and surrender the Tower to Owner. If Customer shall fail to do so, Owner may, without notice or prejudice to any other remedy available, take possession of the Equipment and remove it from the Tower, without being liable to prosecution or any claim for damages. To the extent permitted by law, Customer agrees to indemnify Owner for all loss and damage suffered by Owner because of such termination.
- (2) Owner's Right to Perform: Owner may do whatever Customer is obligated to do by provisions of this Agreement and Customer agrees, to the extent permitted by law, to reimburse Owner immediately upon demand for any reasonable expenses which Owner may incur in complying with the terms of the Agreement on behalf of Customer.
- (3) Right to Sue More Than Once: Owner may periodically sue to recover damages during the period corresponding to the remainder of the Term of this Agreement and no action for damages shall bar a later action for damages subsequently occurring.

(4) Remedies Cumulative: The remedies available to Owner shall be in addition to and shall not exclude any other remedy available to Owner under this Agreement or applicable law.

23. Removal of Equipment: Upon termination of this Agreement for any reason, Customer shall properly remove the Equipment and building(s), and all other property located within the equipment building(s), together with the foundation, fencing and improvements, and shall otherwise restore the Premises and Tower to its original condition. If not removed within thirty (30) days after termination, then the Equipment and building(s) shall become the property of Owner, or, at Owner's option, Owner may have the same removed at the cost of Customer, in which event, Owner shall have a lien upon said Equipment and building(s) to secure the cost of such removal. In the event that the Equipment and building(s) are damaged for any reason and said damages are covered by a policy of insurance, then, and in that event, if the Equipment and building(s) are not repaired, the Owner shall have an interest as the beneficiary of said insurance policy to the extent necessary to pay the cost of removing the Equipment and building(s) from the premises.
24. Notices: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Customer, to:

Kim Pennington, Deputy Director
911 Dispatch
Sedgwick County
714 N. Main
Wichita, Kansas 67203

Richard A. Euson, County Counselor
Sedgwick County
525 N. Main, Suite #359
Wichita, Kansas 67203

If to Owner, to: Pixius Communications, LLC
Attn: Tower Management
1634 East Central Avenue
Wichita, Kansas 67214
Tel: 316.219.8500
Fax: 316.219.8600

25. Title and Quiet Enjoyment: Owner warrants it has the full right, power and authority to execute this Agreement and that it has good and unencumbered title to the Premises free and clear of any liens, encumbrances or mortgages. Owner further warrants that Customer shall have the quiet enjoyment of the Premises during the Term of this Agreement. Owner shall defend, protect, indemnify and hold harmless Customer against any interference with Customer's use and quiet enjoyment of the Premises or breach of this Paragraph 25.
26. Assignment: Customer may assign or delegate its interest in this Agreement with the prior written notice to Owner.
27. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
28. Compliance with Laws: All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and any other applicable federal, state and local laws, codes and regulations. Customer is solely responsible for the licensing, operation and maintenance of Customer's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license. Customer's Equipment, transmission lines, and any related devices, and the installation maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and remainder of the Premises, by Owner or others, and Customer shall defend, indemnify and hold harmless Owner from any such damage.
29. Holding Over: There are no Hold Over provisions.
30. Estoppel: Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
31. Miscellaneous:
 - (a) The prevailing party in any litigation arising under this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
 - (b) This Agreement constitutes the entire Agreement and understanding of Owner and Customer, and supersedes all offers, negotiations and other agreements.

Any amendments to this Agreement must be in writing and executed by Owner and Customer.

- (c) If either Owner or Customer is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold the other party harmless from any such claims arising from execution of this Agreement.
 - (d) Owner and Customer agree to cooperate with each other in executing any documents necessary to protect the other parties' rights under this Agreement or the use of the Premises.
 - (e) This Agreement shall be governed in accordance with the laws of the state of Kansas.
 - (f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
 - (g) Each of the undersigned warrants that he or she has the full right, power and authority to execute this Agreement on behalf of the party indicated.
 - (h) This Agreement may be executed in multiple counter parts each of which shall be deemed to be an original, but when taken together shall constitute only one Agreement.
32. No Waiver: The failure of Customer or Owner to insist on the performance of any of its terms and conditions, or the wavier of any breach of any of the terms and conditions of this Agreement, shall not be construed thereafter of a wavier of such terms and conditions and they shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.
33. Modifications: Any modification or change of this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
34. Paragraph Headings: The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, Owner and Customer have executed this Agreement effective as of the day and year first above written.

CUSTOMER:
Sedgwick County, Kansas

OWNER:
Pixius Communications, LLC

By: Tim R. Norton
Its: Chairman, Second District


By: Jay S. Maxwell
Its: Managing Member

Approved As To Form

State of Kansas)
) ss
Sedgwick County)

On _____, 2012 before me, a Notary Public, personally appeared Tim R. Norton, Chairman, Second District, Board of County Commissioners of Sedgwick County, Kansas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

PIXIUS COMMUNICATIONS, L.L.C.:

State of Kansas)
) ss
Sedgwick County)

On September 14, 2012 before me, a Notary Public, personally appeared Jay Maxwell, Managing Member, Pixius Communications, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



April Lagnevall
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A portion of Lot 1, Block A, Coliseum Park II, Sedgwick County, Kansas described as follows: Commencing at the Northeast corner of Lot 1, Block A; thence on an assumed bearing of S 89°14'30" W along the North line of said Lot 1, also being the North line of the South half of the Southeast Quarter of Section 33, Township 25 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, a distance of 1491.50 feet to the Point of Beginning; thence S 0°35'34" E, along the West line of Assignment of Lease recorded on Film 1738, Page 21, a distance of 297.29 feet; thence S 57°22'16" W, a distance of 442.35 feet; thence S 89°13'53" W, a distance of 118.01 feet; thence N 0°35'34" W, a distance of 530.87 feet, more or less, to a point on the North line of said Lot 1; thence N 89°14'30" E along the North line of said Lot 1, a distance of 493.00 feet to the Point of Beginning, said tract contains 5.00 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

A portion of Lot 1, Block A, Coliseum Park II, Sedgwick County, Kansas described as follows: Commencing at the Northeast corner of Lot 1, Block A; thence on an assumed bearing of S 89°14'30" W along the North line of said Lot 1, also being the North line of the South half of the Southeast Quarter of Section 33, Township 25 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, a distance of 1491.50 feet; thence S 0°35'34" E, along the West line of Assignment of Lease recorded on Film 1738, Page 21, a distance of 297.29 feet; thence S 57°22'16" W, a distance of 144.86 feet to the Point of Beginning; thence S 23°03'05" E, a distance of 165.48 feet; thence S 1°50'23" W, a distance of 652.49 feet to a point on the South line of said Lot 1, said point being 1484.25 feet West of the Southeast corner of said Lot 1, thence S 89°26'47" W along the South line of said Lot 1, a distance of 45.04 feet; thence N 1°50'23" E, a distance of 685.76 feet; thence N 42°45'34" W, a distance of 113.60 feet; thence N 57°22'16" E, a distance of 66.85 feet to the Point of Beginning.

EXHIBIT "C"
EQUIPMENT
TOWER ID FCC NUMBER 1041799 / 77TH Street Tower aka Greyhound Park Tower

ANTENNA EQUIPMENT SPECIFICATIONS

	1	2	3	4
ANTENNA QUANTITY	1	1	1	1
MANUFACTURER	Andrew	Andrew	Andrew	Andrew
TYPES OF ANTENNAS	360 HBW, Vertical Polization	360 HBW, Vertical Polization	360 HBW, Vertical Polization	360 HBW, Vertical Polization
MODEL #	DB810	DB810	DB810	DB810
ANTENNA WEIGHT (Per Antenna)	16.3kg	16.3kg	16.3kg	16.3kg
ANTENNA DIMENSIONS (HxWxD)	174"x4"	174"x4"	174"x4"	174"x4"
ANTENNA MOUNT HEIGHT (ft)	450'	450'	430'	430'
DIRECTION OF RADIATION	Omni	Omni	Omni	Omni
TX FREQUENCY	806-869	806-869	806-869	806-869
RX FREQUENCY		806-869		806-869
ANTENNA GAIN	12.1dBi	12.1dBi	12.1dBi	12.1dBi
TX OUTPUT POWER	100W	100W	100W	100W
ERIP	71W	71W	71W	71W
# of LINES PER ANTENNA	1	1	1	1
LINE TYPE	Spiraflex	Spiraflex	Spiraflex	Spiraflex
LINE DIAMETER	2.5"	2.5"	2.5"	2.5"
GROUND SPACE REQUIREMENTS:	50'x50'			

Notes: None

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Exhibit D
Approved Contractors

Construction and Maintenance Approval: The parties acknowledge and agree that the following contractors are pre-approved for purposes of construction, maintaining and performing installation of Equipment on the Tower, to wit:

Wichita Towers, L.L.C.
4730 N 247th St. West
Andale, KS 67001

United Towers, Inc.
P.O. Box 1260
Wichita, KS 67201

Shoshone Electric, LLC
1710 Waterfront Parkway
Wichita, KS 67206