

Purchase and Sale Agreement

- 1. PARTIES:** This Purchase and Sale Agreement ("PSA") is by and between Sedgwick County, Kansas ("Seller"), and Pixius Communications, LLC, a Kansas Limited Liability Corporation and/or assigns ("Buyer"), and is effective as of the date on the signature page of this PSA ("Effective Date").
- 2. PROPERTY:** Seller agrees to sell and Buyer agrees to purchase the following real estate, together with all improvements thereon commonly known as Greyhound Park Tower, Sedgwick County, Kansas, as described on Exhibit A and also identified as 1200 E. 77th St., Park City, KS 67147, collectively referred to as "Tower." Seller reserves an emergency easement and a contingent access easement, as identified on Exhibit A, for access to property owned by Seller. Said easements will be recorded by separate instrument.
- 3. EXCEPTIONS:** The Property shall be subject, however, to assessments, easements and restrictions of record and the permitted exceptions (as defined in Paragraph 7 of this PSA), zoning or other land use rules, regulations, ordinance or laws.
- 4. PURCHASE PRICE:** The Purchase Price is Two Hundred Eighty Thousand Dollars (\$280,000.00) which Buyer agrees to pay as follows: One Thousand Dollars (\$1,000) at the signing of this PSA as Earnest Money to be deposited upon execution of this PSA in the insured trust or escrow account of Security First Title 434 N. Main Street Wichita, KS 67201 ("Escrow Agent") as part of the consideration of the sale; balance to be paid at Closing in guaranteed funds or cashier's check (as defined in this PSA), adjusted at Closing for pro-rations, closing costs and other agreed expenses.
- 5. CLOSING DATE:** Subject to all the provisions of this PSA, the Closing of this PSA (the "Closing") shall take place on or before Thirty (30) days following five days following closing of the cure period and possession shall be delivered at Closing. In any event, if closing has not occurred by January 1, 2013, Seller's earnest money deposit of \$1,000 becomes refundable.
- 6. PRO-RATIONS:** Seller shall pay all general real estate taxes and all installments of special assessments attributable to the Property for the years prior to the calendar year of Closing. All such taxes, installments of special assessments becoming due, accruing or attributable to the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of the date of Closing. All deposits shall be transferred to Buyer at Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-ration shall be computed on the amount of the preceding year's tax and special assessment, if any. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.
- 7. TITLE INSURANCE:** Seller shall, within Fifteen (15) days of complete execution of this PSA or as soon thereafter as possible, deliver to Buyer a commitment (the "Title Commitment") and containing legible copies of all documents referred to in the Commitment issued by a company authorized to insure titles in this state for the most current form of an owner's ALTA Title Insurance Policy by which the Title Company (the "Title Company") shall agree to insure marketable fee simple title in the Buyer in the amount of the Purchase Price as of the date and time of recordation of the Deed. The Title Company shall also send a copy of the Title Commitment to Seller. However, the title commitment shall be subject to the conditions of this PSA and to customary standard exceptions, covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments and community PSAs of record as of the time and date of recordation of the Deed. Buyer shall have Fifteen (15) days after receipt of the Title Commitment ("Review Period") in which to notify Seller in writing of any objections to any matter(s) shown or referred to in the Title Commitment. Any matter(s) which are set forth in the Title Commitment and to which the Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does so object in writing, Seller shall have Thirty (30) days from date of receipt of Buyer's notice of objections ("Cure Period") to cure said objections. If Seller does not cure objections by the end of the Cure Period, Buyer may either cancel this PSA in which case the earnest money shall be returned to Buyer or Buyer may, within Five (5) days from the expiration of the Cure Period, waive such objections and proceed to Closing

hereunder. One half (1/2) of the Owners Title Insurance Policy and the Closing Agent's fees shall be paid by each Buyer and Seller.

8. INSPECTIONS: Buyer shall have reasonable access to the Property after the Effective Date of this PSA for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, and such other inspections or surveys as Buyer may reasonably require. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this PSA.

9. REPRESENTATIONS: Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this PSA. Seller does represent that it has the ability to execute all documents required for Closing. Seller will provide evidence of its ability to convey the property in writing within 10 days of the Effective date of this PSA.

10. REAL ESTATE BROKERS: Broker/Agency: Commissions. Buyer and Seller covenant and represent to each other that neither Buyer nor Seller will pay a commission if the transaction contemplated by this Agreement is consummated, no other party is entitled to be paid a fee or commission in connection with the transaction contemplated by this Agreement, and neither Buyer nor Seller has had any dealings or agreements with any other individual or entity in connection therewith. If any other individual or entity shall assert a claim to a finder's fee, or commission, or other similar fee against either Buyer or Seller on account of an alleged employment, arrangement or contract as a broker or a finder, then the party who is alleged to have retained such individual or entity, to the extent permitted by law, shall and does hereby agree to indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. Notwithstanding any other provision of this Agreement to the contrary, the indemnity and hold harmless provisions contained in this paragraph shall survive the Closing and, if this Agreement is terminated, the termination of this Agreement. The parties hereby acknowledge that Jay S. Maxwell, a member of the Buyer, is a licensed real estate broker in the State of Kansas and is affiliated with Maxwell & Associates, Inc.

11. TOWER TENANTS:

- a. Seller has disclosed, and Buyer has acknowledged, that Seller is currently under a management agreement ("Management Agreement") for the Tower with Telecom Marketing, LLC ("Telecom"), entered into December 21, 2000 (Exhibit B). Seller shall provide Notice to Telecom per Section 3 Term as to its termination of the Management Agreement as to this tower. Buyer has no obligation to enter into any agreement with Telecom or other management organization. Per Section 11 Termination of the Management Agreement, Buyer agrees to pay Seller's termination obligation to Telecom upon closing directly to Telecom, per the following table supported by Exhibit C:

Tenant	Closing Date	Telecom Management Agreement Expiry Date	Proportional, Prorated Income Due Telecom
AT&T	October 14, 2012	12/19/2012	\$1,168.55
Verizon Wireless	October 14, 2012	12/19/2012	\$1,325.83
Pixius Communications, LLC	October 14, 2012	12/19/2012	\$401.21
		Total	\$2,895.58

In addition, Seller will request Telecom to provide all drawings and or engineering studies in its possession to Buyer. Furthermore, Seller will provide Buyer with all documents relating to the Tower within five (5) business days of Closing.

- b. Seller will assign all collocation rental agreements in effect at the time of the fully executed Letter of Intent to Buyer attached hereto as Exhibit E including a listing of tenants followed by the agreements of each.

12. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver at Closing a General Warranty Deed, a Bill of Sale for any non-realty portion of the Property, funds and such other documents reasonably necessary to complete the Closing. The General Warranty Deed shall convey to the Buyer marketable fee simple title to the Property, subject to Permitted Exceptions. Seller and Buyer shall deliver at Closing a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this PSA. Seller agrees that within thirty (30) days of the Effective Date of this PSA Seller will provide Buyer satisfactory evidence that Seller can deliver clear title to the property. If evidence of conveyable title is not satisfactory to the Buyer, this PSA is terminated.

13. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if any or all of the Property is destroyed or materially damaged after the inspection period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Seller within Ten (10) days after receiving Seller's notice, terminate this PSA. Unless this PSA is terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title, interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing.

14. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

15. TERMINATION: If this PSA is terminated by either party pursuant to a right expressly given in this PSA, Buyer shall be entitled to an immediate return of the Earnest Money deposit, and neither party shall have any further rights or obligations under this PSA except as otherwise stated in this PSA.

16. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this PSA if either fails to comply with any material covenant, agreement or obligation within any time limits required by this PSA. Following a default by either Seller or Buyer under this PSA, the other party shall have the following remedies, subject to Paragraph 18 of this PSA: A) If Seller defaults, Buyer may (i) specifically enforce this PSA and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this PSA by written notice to Seller, and at Buyer's option, pursue any remedy and damages available at law or in equity. B) If Buyer elects to terminate this PSA, the Earnest Money shall be returned to Buyer. If Buyer defaults, Seller may terminate this PSA by written notice to Buyer and retain Earnest Money as total liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain specific damages).

17. INDEMNIFICATION: Seller, to the extent permitted by law, and Buyer will indemnify and hold the others harmless against all damages suffered which may arise out of any breaches of or misrepresentations by the other party in the definitive agreements, and further provide that Seller shall indemnify Buyer for all costs, expenses and damages related to any act or omission of Seller prior to the Closing Date and any liabilities retained by Seller. Buyer and Seller will each pay their own attorney's fees and expenses and other expenses related to the transactions contemplated hereunder.

18. DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS: In the absence of written escrow instructions, and notwithstanding any other terms of this PSA providing for forfeiture or refund of Earnest Money, the Escrow Agent shall distribute the Earnest Money in accordance with Paragraph 22.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorneys' fees, court costs and other legal expenses, including the cost of an interpleader, incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or from other funds deposited with the Escrow Agent.

19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This PSA, and any attachments or addenda hereto, constitute agreement of the parties concerning the Property, supercede all other agreements and may be modified only by initialing changes in the PSA or by written agreement.

20. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "Notices") required under this PSA (except notice given pursuant to Paragraph 16 of this PSA) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All Notices shall be addressed to the parties at the respective addresses set forth below, except that either party may, by notice in the manner provided above, change this address for all subsequent Notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing or upon delivery. A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

Seller:

Buyer:

Sedgwick County, Kansas
525 N. Main, #343 Attn: Ron Holt
Wichita, KS 67203

Pixius Communications, LLC
1634 E. Central Avenue
Wichita, KS 67214

Notice shall also be provided to:

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

21. TIME IS OF THE ESSENCE UNDER THIS PSA.

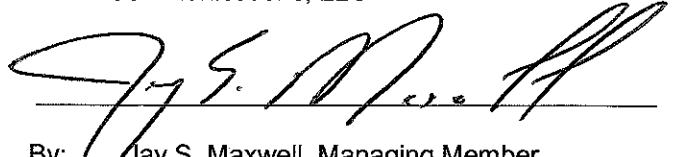
22. FURTHER CONDITIONS OF SELLER: Seller agrees to the following conditions:

- a. For a period of Five (5) years after Closing (the "Noncompete Period"), Seller shall not own or lease any antenna sites which are rented to third parties within a Three (3) mile radius of the Tower (the "Territory"), Provided, however, Seller reserves the right to own or lease antenna sites within the Territory when necessary to provide for public safety or services.
- b. At closing Buyer and Seller shall enter into an Communications Equipment Site Agreement (Exhibit D) allowing Seller to maintain its equipment and antennas on the space it currently occupies on the Tower. The term of the Agreement shall be through 10/1/13, with an available extension through 12/31/13. Rent during the term, including available extension, shall be \$1.00.
- c. Seller shall assist Buyer in obtaining tenant lease estoppels, of current revenues prior Closing.

IN WITNESS WHEREOF, Seller and Buyer execute this PSA on the date and time indicated below their respective signatures.

Sedgwick County, Kansas

Pixius Communications, LLC



By: Tim R. Norton, Chairman, Second District

By: Jay S. Maxwell, Managing Member

Date: _____

Date: 9-14-12

Approved As To Form

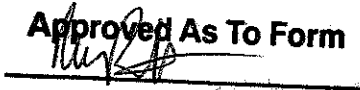


Exhibit A

Property Description

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.

Emergency and Contingent Access Easement Description

The centerline of an easement for Ingress and Egress 30 feet wide, described below, said easement will extend and end to the North line of Lot 1, Block A, Coliseum Park II, Sedgwick County, Kansas, and said easement will extend and end at a line bearing S 57°22'16" W and N 57°22'16" E from the Point of Beginning.

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 159.87 feet to the Point of Beginning; thence on a non-tangent curve to the left, an arc length of 137.74 feet, radius of 195.00 feet, delta of 40°28'22", chord length of 134.90 feet at a bearing of N 50°48'52" W; thence on a curve to the right, an arc length of 36.89 feet, radius of 30.00 feet, delta of 70°27'29", chord length of 34.61 feet at a bearing of N 35°49'18" W; thence N 0°35'34" W, a distance of 50.00 feet; thence N 40°48'32" W, a distance of 283.17 feet to a point on the North line of said Lot 1, said point being 442.00 feet West of the West line of the Assignment of Lease recorded on Film 1738, Page 21, and 1933.50 feet West of the northeast corner of said Lot 1.

Exhibit B

Management Agreement-Telecom Marketing, LLC

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2000, by and between **BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS**, ("County") and **TELECOM MARKETING, L.L.C.** ("Telecom").

WITNESSETH:

County, for and in consideration of the covenants and agreements herein set forth, and in consideration of the rents to be paid, hereby agrees to engage Telecom for the purpose of procuring various individuals or entities to lease space on County's buildings, communications towers, land, facilities or water towers ("Property") for the purpose of installation, construction and operation of communication antennae, dishes or towers, all on the terms and conditions herein contained. The parties hereto agree as follows:

1. **LOCATIONS**. County shall provide to Telecom a list of Property which may be available for lease which is attached hereto as Exhibit "A". This list may be amended from time to time.

2. **LEASE**. Telecom will identify potential Lessees for the purpose of installing and operating communication antennae or dishes on the locations identified by the County and shall present the County with proposed leases subject to the approval of the County with all such Leases being between the County and end user.

3. **TERM**. The Term of the Agreement shall be for a period of five (5) years, commencing on the date this Agreement is signed by both parties, and shall be renewed annually thereafter on the same terms and conditions contained herein, unless either party, within sixty (60) days prior to the expiration date, gives notice of its intent not to renew.

4. **MANAGEMENT**. Telecom shall be the agent of the County for the purpose of performing all acts and things relative to the management and supervision of communication towers, antennae and dishes which may be placed or situated on any of the Property identified on Exhibit "A" attached hereto. These duties shall include, but not be limited to, developing and implementing a marketing plan for the solicitation of end users Leases; negotiating leases, renewals and extensions;

supervising and making sure that the end user Lessees comply with all lease terms, applicable governmental regulations and laws concerning the installation, maintenance, operation and removal of all antennae or dishes, or towers; obtaining and forwarding to County required certificates of insurance; collecting rents; executing and serving demands on delinquent and defaulted leases; cooperating with County on any litigation involving a delinquent or defaulted lease; coordinating and reviewing engineering studies; maintaining end user data base of engineering studies, equipment and drawings; and maintaining a twenty-four (24) hour emergency number for County and the site users. It is understood between the parties that all leases negotiated on behalf of County are subject to approval by the Board of County Commissioners. It is further understood between the parties that this agreement is non-exclusive with respect to new communications tower construction where the County shall solicit and approve all site proposals. When any such proposal has been approved by the County, the communications tower shall be Property under this Agreement.

5. **RENTALS.** Telecom shall be the agent for the County in the negotiation of end-user leases and for the purpose of collection of rental revenue. Telecom shall pay to the County sixty-five percent (65%) of all rental revenue actually collected on all leases procured by Telecom during the term of any approved lease or extensions thereof. The rental payments shall be paid by Telecom to the County on or before the 10th day of each month based on the preceding month's rent. Within thirty (30) days from the end of each calendar year, Telecom shall file with the County a certified rental accounting for the preceding year. County, upon reasonable notice to Telecom, shall have the right to audit end-user rental payments. All rental payments shall be deposited in a property management trust account maintained at a state or national bank that is a member of the Federal Deposit Insurance Corporation.

6. **PRE-EXISTING USERS.** At the time of signing this Agreement, the parties identified on Exhibit "B" were already leasing space on the County's Property for communications purposes. The pre-existing users identified on Exhibit "B" shall not be a part of or included as part of this Agreement. At the option of the County, such parties and leases may be added to or included under this Agreement at the time such leases come up for renewal or extension. In the event the County wants such leases and agreement to be included under this Agreement, County shall, ninety

(90) days prior to the expiration of any such lease or agreement, advise Telecom that such lease or agreements to come under this Agreement and to give Telecom all necessary information that may be reasonably required by Telecom regarding the current lease and user.

7. **INTERFERENCE.** Where there are prior users on any Property covered by this Agreement, the County shall provide Telecom with a list of all prior frequencies and users for each such Property specific location so there will be no interference with the frequency users.

8. **COMPLIANCE WITH LAWS AND REGULATIONS.** Telecom will coordinate the obtaining of all required permits, engineering studies and licenses that may be required for the operation of the communications antennae, dishes or towers.

9. **MAINTENANCE.** Telecom shall not be responsible for the supervision of the ordinary and necessary maintenance and repairs of the County's buildings, communications towers, facilities or water towers. Nothing to the contrary withstanding, Telecom shall however, supervise the maintenance and repairs of the end users antennae, dishes, mounts, and communications towers, which repairs and maintenance will be done at the cost of the end user.

10. **EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute a default and material breach of this Agreement by Telecom:

- A. Any failure by Telecom to pay any rent or any other charge required to be paid under this Agreement, or any part thereof, when due; or
- B. Any failure by Telecom to observe or perform any other provision, covenant or condition of this Agreement to be observed or performed by Telecom where such failure continues for twenty (20) days after written notice thereof from County to Telecom; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period. Telecom shall not be deemed to be in default if it shall commence such cure within such period and thereafter diligently pursue such cure to completion; or
- C. The failure of either party to give the required notices as required by paragraph 18 of this Agreement.

In the event of a default by Telecom, County, in addition to any other remedies available to

it at law or in equity, including injunction, at its option, and without further notice or demand of any kind to Telecom, or any other person, may terminate this Agreement and declare the Agreement hereof ended and re-enter the Premises and take possession thereof and Telecom shall have no further claim thereon or hereunder.

11. **TERMINATION**. In the event this Agreement is terminated for any reason, such termination shall not effect the right of Telecom to receive its proportionate share of rental income on any contract presently in existence, which contract(s) were procured by Telecom during the term of this Agreement, during the remaining terms of its Agreement or any existing extension of any such contract. At the termination of this Agreement, Telecom shall return to the County copies of all drawings or engineering studies in its possession which cover the property.

12. **NOTICE**. Any notice, demand or assignment required or permitted to be given or made hereunder shall be sufficiently given or made by certified mail, in a sealed envelope, postage prepaid, addressed:

TO COUNTY:

Kenneth A. Keen
Division of Information & Operations
538 N. Main
Wichita, KS 67203

TO TELECOM:

Telecom Marketing, L.L.C.
2540 N. Cedar Crest
Wichita, KS 67223

Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Postal Service. County or Telecom may from time to time designate any other address for this purpose by written notice to the other party.

13. **ASSIGNMENT**. Neither party may assign its rights under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. **GOVERNING LAW**. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas.

15. **EFFECT OF PARTIAL INVALIDITY**. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event any provision of

this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

16. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties. Any prior representation or understanding of any kind which precedes this lease shall not be binding on either party.

17. **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.

18. **NOTIFICATION OF INTEREST.** The parties mutually agree to advise the other party, in writing, of any potential lead or interest of any third party in the use of any of the sites for the purpose of constructing additional towers and/or installing and operating communication antennae or dishes. Each party shall within fourteen (14) days of learning of any party or entity being interested in locating on any of the County's water towers, communications facilities or buildings, advise the other party in writing of the name, address and phone number of any potential new user. Telecom further agrees to notify County at any time that there is a conflict of interest of Telecom in the performance of this Agreement.

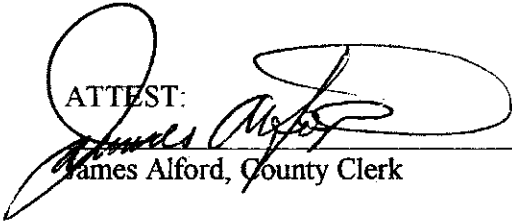
19. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated above.

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:


James Alford, County Clerk

By: 
Thomas G. Winters, Chairman

TAX ID # 48-6000798
Office of the County Counselor
525 N. Main, Suite 359
Wichita, KS 67203
"County"

TELECOM MARKETING, L.L.C.

APPROVED AS TO FORM:


Phil D. Payne

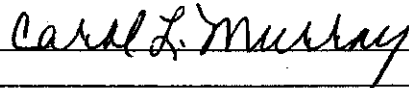
By: 
TAX ID # 48-1221672
2540 N. Cedar Crest
Wichita, KS 67223
"Telecom"



EXHIBIT "A"

COUNTY FACILITIES

BUILDING CODE	9/18/00	TYPE OF PROPERTY	LOCATION	CITY
FIRE 31		FIRE DISTRICT STATION #31	5848 N 247TH ST W	ANDALE
PWAY 01		ANDALE OFFICE	5858 N 247TH ST W	ANDALE
PWAY 05		COMMUNICATIONS & ANTENNA	MAINT YARD	ANDALE
COMM 09		COMMUNICATIONS ANTENNA	WATER TOWER	CHENEY
PWCY 01		CLONMEL YARD OFFICE	17500 W 71ST ST S	CLONMEL
TREA 03		DERBY SUB-STATION	206 GREENWAY BLVD #14	DERBY
EMS 10		EMS POST #11 (CONTENTS)	229 N BALTIMORE	DERBY
COMM 06		COMMUNICATIONS BLDG	23101 W 23RD ST S	GODDARD
SHRF 04		JOINT FIREARMS TRNG FAC	25000 W 39TH ST S	GODDARD
LAP		LAKE AFTON PARK	25000 W 39TH ST S	GODDARD
LAPO 01		LAKE AFTON OBSERVATORY	25000 W 39TH ST S	GODDARD
JRBR		JUDGE RIDELL BOYS RANCH	25331 W 39TH ST S	GODDARD
SHRF 05		SHERIFF DEPT SUB STATION	25513 W 39TH ST S	GODDARD
EMS 09		EMS POST #6	6401 S MABEL	HAYSVILLE
COMM 05		COMMUNICATIONS BLDG	7065 S IDA	HAYSVILLE
FACM 09		GABLES BUILDING	1001 S MINNESOTA	WICHITA
FIRE 38		FIRE DISTRICT STATION #38	1010 N 143RD ST E	WICHITA
COMC 02		KU MED CNTR(LEASED TO KU)	1010 N KANSAS	WICHITA
FACM 08		JUVENILE COURT OFFICE	1015 S MINNESOTA	WICHITA
PW 06		COMMUNICATIONS & ANTENNA	1015 STILLWELL	WICHITA
PWNY 05		COMMUNICATIONS & ANTENNA	10530 E 37TH ST N	WICHITA
CORO 01		FORENSIC CENTER	1109 N MINNEAPOLIS	WICHITA
PW 01		PUBLIC WORKS ADMIN BLDG	1144 S SENECA	WICHITA
COMM 04		COMMUNICATIONS BLDG	1200 E 77TH ST N (GREYHOUND)	WICHITA
KCOL 01		KS COLISEUM/ARENA & OFF	1229 E 85TH ST N	WICHITA
PW 04		MAINT SUPPORT BLDG #16	1250 S SENECA	WICHITA
SHRF 01		ADULT DETENTION FACILITY	141 W ELM	WICHITA
SEWR 09		4-MILE CREEK MAINT/OFFICE	15800 E HARRY	WICHITA
CORR 04		YOUTH INTAKE/ASSESS-LEASE	1720 E MORRIS	WICHITA
JDF 01		JUVENILE DETENT FACILITY	1900 EAST MORRIS	WICHITA
COMM 07		RADIO EQUIP REPAIR SHOP	1901 N MARKET	WICHITA
COMC 05		COMCARE (LEASED)	1919 AMIDON	WICHITA
COMC 08		COMCARE-COMMSUPSVCS-LEASE	1929 W 21ST ST N	WICHITA
TREA 01		TREASURER'S TAG OFFICE	200 W MURDOCK	WICHITA
COMM 03		COMMUNICATIONS BLDG	2021 N GENTRY (WSU)	WICHITA

COUNTY FACILITIES

9/18/00 BUILDING CODE	TYPE OF PROPERTY	LOCATION	CITY
CORR 02	COMM CORRECTIONS RESIDENCE	207-209 N EMPORIA	WICHITA
TREA 04	BRITTANY SUB-STATION	2120 N WOODLAWN #370	WICHITA
SHRF 08	NORTHEAST SUBSTATION	21ST AND HILLSIDE	WICHITA
PWEY 01	EAST YARD OFFICE	2200 S WEBB ROAD	WICHITA
SHRF 07	TRAINING ACADEMY	2235 W 37TH ST N	WICHITA
PWEY 06	COMMUNICATIONS & ANTENNA	2320 S WEBB ROAD	WICHITA
TREA 02	CHADSWORTH TAG SUB-STATION	2330 N MAIZE RD SUITE 1100	WICHITA
EMS 01	EMS STORAGE FAC (LEASED)	251 N CLEVELAND	WICHITA
EMGT 03	TRANSMITTER & ANTENNA	25TH AND SALINA (CIVIL P)	WICHITA
CORR 05	YOUTH SVCS (SCYP) - LEASE	309 N MARKET	WICHITA
COMC 04	COMCARE (LEASED)	310 E 2ND STREET	WICHITA
EMS 11	EMS POST 12	3320 N HILLSIDE	WICHITA
SHRF 09	OAKLAWN SUB-STATION	3369 E 47TH ST S	WICHITA
COMM 10	911 800 MZ BACKUP EQUIP	37TH & AMIDON	WICHITA
FIRE 34	FIRE DISTRICT STATION #34	3914 W 71ST ST S	WICHITA
EMGT 01	EMERGENCY MANAGEMENT	401 S TYLER	WICHITA
APPR 01	APPRAISER (LEASED BLDG)	434 N MARKET	WICHITA
FIRE 37	FIRE DISTRICT STATION #37	4343 N WOODLAWN	WICHITA
PWWY 01	WEST YARD OFFICE	4701 S WEST ST	WICHITA
FIRE 32	FIRE STA 32 & EMS POST #8	501 E 53RD ST N	WICHITA
FACM 01	COUNTY COURTHOUSE	525 N MAIN	WICHITA
FACM 03	MUNGER BLDG	538 N MAIN	WICHITA
EMS 12	RADIO TOWER & EQUIP-EMS	550 N HILLSIDE	WICHITA
ZOO	SEDGWICK COUNTY ZOO	5555 ZOO BLVD	WICHITA
FIRE 33	FIRE DISTRICT STATION #33	5728 N 151ST ST W	WICHITA
FACM 05	PARKING GARAGE	601 N MAIN	WICHITA
FACM 04	BLACK HISTORICAL MUSEUM	601 N WATER	WICHITA
FACM 11	ECCO PLAZA	604 N MAIN	WICHITA
FACM 07	OLD MASONIC LODGE/STATION	615 N MAIN	WICHITA
EMGT 02	TRANSMITTER & ANTENNA	61ST AND N HILLSIDE (CIVIL P)	WICHITA
EMS 06	EMS POST #3 (CONTENTS)	6210 SHADYBROOK	WICHITA
COMC 01	COMCARE ADMIN OFFICE	635 N MAIN	WICHITA
SEWR 07	PUMP STATIONS-FAIRWAY MED	63RD ST S & GREENWICH RD	WICHITA
FIRE 36	FIRE DISTRICT STATION 36	6400 S ROCK RD	WICHITA
SCPK	SEDGWICK COUNTY PARK	6501 W 21ST ST N	WICHITA

COUNTY FACILITIES

9/18/00 BUILDING CODE	TYPE OF PROPERTY	LOCATION	CITY
FIRE 35	FIRE STA 35 & EMS POST #7	651 S 247TH ST W	WICHITA
PW 07	RADIO TOWER (1)	6800 W 13TH ST	WICHITA
EMS 02	EMS POST #5	698 N CADDY LANE	WICHITA
EMS 03	EMS POST #9	700 N WEBB RD	WICHITA
FACM 10	EXTENSION/4-H BUILDING	7001 W 21ST ST N	WICHITA
SHRF 02	WORK RELEASE FACILITY	701 W HARRY	WICHITA
COMC 06	COMCARE-CHILDREN (LEASED)	7701 E KELLOGG, SUITE 300	WICHITA
SHRF 03	SQUAD ROOM	815 STILLWELL	WICHITA
VOTE 01	VOTING MACHINE WAREHOUSE	815 STILLWELL	WICHITA
JDF 02	JUVENILE RESIDENT SHELTER	881 S MINNESOTA	WICHITA
PW 03	NOXIOUS WEED OFFICE/SHOP	901 STILLWELL	WICHITA
CORR 01	COMMUNITY CORRECTIONS OFF	905 N MAIN	WICHITA
COMC 07	COMCARE-CRISIS (LEASED)	934 N WATER	WICHITA
COMC 03	COMCARE AT'S/WATS (LEASED)	940 N WACO	WICHITA
CORR 03	YOUTH SVCS (SCYP)LEASE	961-965 S GLENDALE	WICHITA
COMM 02	800MHZ 20 REPEATER BACKUP	EPIC CENTER 301 N MAIN	WICHITA
SEWR 06	LAGOON-TIMBERLAKES ADDITION	HARRY & BROOKHAVEN	WICHITA
SEWR 08	LAGOON-MID CONTINENT PARK	MACARTHUR RD WEST OF MAIZE RD	WICHITA
EMS 05	EMS POST #2	PAWNEE AND GLENN STREETS	WICHITA
EMS 04	EMS POST #1 (CONTENTS)	RIVERSIDE HOSPITAL	WICHITA
EMS 08	EMS POST #10 (CONTENTS)	ST FRANCIS HOSPITAL	WICHITA
EMS 07	EMS POST #4 (CONTENTS)	ST JOSEPH HOSPITAL	WICHITA
COMM 08	COMMUNICATIONS ANTENNA	WATER TOWER 21ST & WOODLAWN	WICHITA

These locations have been gleaned from the Risk Manager's property list. They are NOT all owned by the County, some locations are leased facilities. They have NOT been verified for suitability for tower and/or antenna locations or that it is possible to obtain necessary permissions to locate communications equipment at any of the sites.

**Exhibit C
Tenants**

Tenant	October, 2012 Prorated %	October Rental Income, Prorated	November, 2012 Rental Income	December 2012 Prorated %	December, 2012 Rental Income, Prorated	Total Due Telecom
AT&T	32%	\$ 194.76	\$ 603.75	61%	\$ 370.04	\$ 1,168.55
Verizon Wireless	32%	\$ 220.97	\$ 685.01	61%	\$ 419.84	\$ 1,325.83
Pixius Communications	32%	\$ 66.87	\$ 207.29	61%	\$ 127.05	\$ 401.21
		\$ 482.60	\$ 1,496.05		\$ 916.93	\$ 2,895.58

Exhibit D
Communications Equipment Site Agreement

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.** Licensor and Licensee 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

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 _____, 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.

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

Exhibit E

Letter of Intent and Extension

List of Existing Tenants (Contracts Attached)

AT&T

Verizon (New Cingular Wireless PCS, LLC)

Pixius



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Letter of Intent

Via Email

July 12, 2012

Mr. William Buchanan
County Manager, Sedgwick County, KS
525 N. Main, #343
Wichita, KS 67203

RE: Letter of Intent Regarding Proposed Asset Purchase Agreement

Dear Mr. Buchanan:

This letter is an attempt to outline the essential features of a proposed purchase from Sedgwick County, KS ("Seller") of certain assets by Pixius Communications, LLC ("Buyer"). Seller may only disclose Buyer's confidential information to the extent required by any law, regulation or order of court or regulatory agency of competent jurisdiction.

Subject to the preparation, execution and performance of a definitive written purchase agreement (the "Purchase and Sale Agreement"), containing the mutual covenants and agreements of the parties and such other terms, conditions, covenants or representations and warranties as any party in good faith may require, we propose in principle a transaction on the following general terms:

TERMS OF TRANSACTION

Asset Purchase: One (1) telecommunication tower as listed on Exhibit A (the "Tower"); an assignment of all leases or rentals from tenants occupying the Tower (the "Tenant Leases"); fee title to five (5) acres



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of real estate underlying the Tower that is currently owned by Seller; and any other tangible or intangible personal property owned by Seller on or used in the operation of the Tower (collectively, the "Assets"). An itemized list of the tangible and intangible personal property to be conveyed will be negotiated and included as an exhibit to the asset purchase agreement.

Purchase Price and Method of Payment: Cash in an amount of Two Hundred Eighty Thousand Dollars (\$280,000.00) at Closing.

Purchase and Sale Agreement: Execution within forty-five (45) days after execution of this Letter of Intent

Closing: Thirty (30) days after execution of the Purchase and Sale Agreement, subject to extension if provided for in the Purchase and Sale Agreement.

Noncompetition: For a period of Five (5) years after Closing (the "Noncompete Period"), Seller shall not own or lease any antenna sites which are rented to third parties within a Three (3) mile radius of the Tower (the "Territory"), Provided, however, Seller reserves the right to own or lease antenna sites within the Territory when necessary to provide for public safety or services..

Seller's Occupancy of the Tower At closing Buyer and Seller shall enter into an Antenna Site Agreement allowing Seller to maintain its equipment and antennas on the space it currently occupies on the Tower. The term of the Agreement shall be through 10/1/13, with an available extension through 12/31/13. Rent during the term, including available extension, shall be \$1.00. Upon execution of this Letter of Intent, Buyer will promptly provide Seller with a draft Antenna Site Agreement for review.

Buyer's Occupancy of the Tower At execution of the Purchase and Sale Agreement Buyer will have the right to effect modifications to the Assets per applicable industry engineering standards at no cost to the Seller. The Purchase and Sale Agreement will include an itemization of the proposed modifications, and provide for, if the transaction is not consummated, either removal of the modifications if the removal will not impact continued operation of the Tower by the Seller; or that the Seller will retain title to the modifications if removal is not feasible, without any compensation due to Buyer.

Seller will convey good and marketable title to all of the Assets, free and clear of any and all liabilities, obligations, claims, liens and encumbrances other than pursuant to the Tenant Leases. The Purchase and Sale Agreement will provide that Seller, Principals and Buyer will indemnify and hold the others harmless against all damages suffered which may arise out of any breaches of or



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misrepresentations by the other party in the definitive agreements, and further provide that Seller shall indemnify Buyer for all costs, expenses and damages related to any act or omission of Seller prior to the Closing Date and any liabilities retained by Seller. Seller, as a political subdivision of the State of Kansas, will require, as part of any indemnity provision, the phrase "to the extent permitted by law". Buyer and Seller will each pay their own attorney's fees and expenses and other expenses related to the transactions contemplated hereunder. Buyer and Seller agree that there are no brokers/finder's fees involved in this transaction.

CONDITIONS PRECEDENT TO CLOSING

The consummation of the transactions will be subject to, among other things, the following conditions, unless waived:

- (a) Execution and delivery of the Purchase and Sale Agreement and all other documents and instruments contemplated thereby;
- (b) Absence of any material adverse change in the Assets;
- (c) Satisfactory due diligence investigation by Buyer, and its agents, as determined in Buyer's sole discretion, of the financial, operating and business affairs and prospects of the Assets;
- (d) Buyer shall obtain tenant lease estoppels, with Seller's assistance, of current revenues prior Closing;
- (e) The receipt of all approvals to the consummation of the transaction from all governmental and regulatory agencies, landlords, mortgagees, secured parties or other third parties deemed reasonably necessary by Buyer or Seller;
- (f) The absence of any pending or threatened litigation which, in the opinion of Buyer or Seller has or could have any material adverse effect on the consummation of the transactions contemplated hereby and/or the enjoyment of the benefits thereof; and
- (g) Satisfaction of each party's counsel that the structure of the transaction is in compliance with all applicable laws, rules and regulations.



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(h) Execution of Buyer's Standard Antenna Site Agreement (SAA) allowing Seller to maintain its current (as of date of this Letter) equipment and antennas on the space it currently occupies on the Tower. Additionally, while the SAA is in effect, Buyer will materially agree to the following or similar terms:

- 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. Licensor and Licensee 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.

OPERATIVE PROVISIONS

In consideration of the foregoing, while this Letter is in effect:

- (a) In consideration of the foregoing, while this Letter is in effect: (a) Except with the prior written consent of Buyer, neither the Seller, nor any officer, director or any representative thereof, shall solicit, authorize the solicitation of, enter into or authorize any discussions with any third party concerning, or furnish or authorize the furnishing of any confidential information relating to the Assets to any third party for the purpose of studying, considering, soliciting or inducing, any offer or possible offer by any such third party or any other third party to acquire any of the Assets;



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(b) From the date of the execution of this Letter to the Closing Date, Seller will conduct its business in the usual and ordinary course and will use its best efforts to maintain and preserve the Assets. Except with the prior written consent of Buyer, Seller will not dispose of any of the Assets; Additionally, Seller grants full rights and permission for Buyer to contact the Asset's management company, Telecom Marketing, LLC (Telecom) and will request Telecom to cooperate fully with Buyer and provide requested information to Buyer as requested in a timely fashion. In the event Buyer cannot obtain the requested information from Telecom, Seller will use its best efforts to obtain the information for Buyer.

(c) No party shall release information to the public concerning this Letter, the Purchase and Sale Agreement, or the transactions contemplated hereby or thereby without the prior written consent of the other parties and each party shall consult with the other as to the form and substance of any press release or other public disclosure; provided that nothing contained herein shall prevent any party from disclosing any information required to be disclosed in accordance with any law, regulation or order of a court or regulatory agency of competent jurisdiction;

(d) From the date hereof through the date of execution of the Purchase and Sale Agreement (and thereafter as may be provided in the Purchase and Sale Agreement), the Seller shall permit Buyer, and its authorized representatives reasonable access during regular business hours to the Assets and Seller's books and records regarding same; and

(e) All information furnished to Buyer under this Letter shall be treated as confidential and Buyer shall take normal and reasonable precautions to preserve the confidentiality of such information until the Closing and, if this Letter is terminated, Buyer shall return all documents and other materials containing, reflecting and referring to such information and shall take normal and reasonable precautions to preserve the confidentiality of such information. Buyer's obligations hereunder shall not apply to any information which: (I) was already in its possession prior to the disclosure thereof by Seller, (II) was then generally known to the public, (III) became known to the public through no fault of Buyer or any of its agents or representatives, or (IV) was disclosed to Buyer by a third party unaffiliated with Buyer who was not bound by an obligation of confidentiality to Seller.



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This Letter is not intended as a contract, but merely as a statement of the intentions and undertaking of the parties. The transaction will be binding upon the parties only in accordance with the terms contained in the Purchase and Sale Agreement if, as, and when such Purchase and Sale Agreement has been duly authorized and executed by the parties. The parties acknowledge that in consideration of the time, effort and expense incurred by Buyer in connection with the conduct of its due diligence review and the preparation and negotiation of the definitive documents, County staff shall use their best efforts to reasonably comply with all of the paragraphs of the "Operative Provisions" sections hereof. This Letter shall terminate upon the earlier to occur of (i) the execution of the Purchase and Sale Agreement by the parties, or (ii) fifteen (15) days from the date of this Letter, if unsigned by Seller.



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If the foregoing correctly expresses our understanding, please so indicate by signing and dating the enclosed copy of this letter at the bottom and returning it to the undersigned.

Very truly yours,

Pixius COMMUNICATIONS, LLC

Jay S. Maxwell
Managing Member

Agreed and accepted this 31 day of July, 2012.

SEDGWICK COUNTY, KANSAS

By: _____

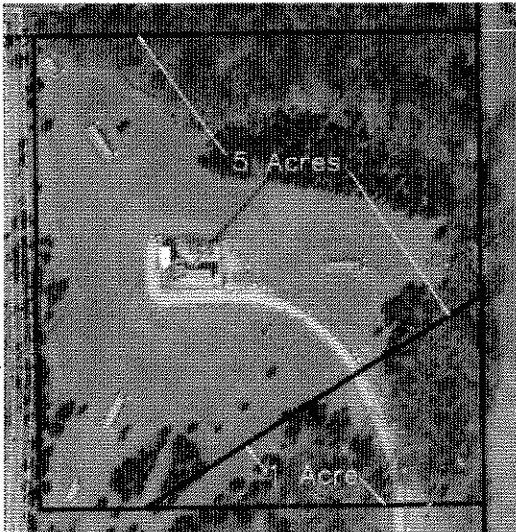
Its: County Manager

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Exhibit A
"Tower"

Name	FCC #	Address	Latitude	Longitude	Type	Height
77 th Street Tower (aka Greyhound Park Tower)	1041799	1200 E. 77 th St., Park City, KS 67147	37.82556	-97.32528	Guyed	350'

General Description:



Generally, the five (5) acre tract, as depicted above and described below:

- A. The northwest fence and concrete for the guy wire is 10 feet from the west line and 21.7 feet from the north line
- B. The southwest fence and concrete for the guy wire is 10 feet from the south line and 27.9 feet from the west line
- C. The east fence and concrete for the guy wire is 39.9 feet from the east line



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Letter of Intent Extension

Via Email

September 4, 2012

Mr. William Buchanan
County Manager, Sedgwick County, KS
525 N. Main, #343
Wichita, KS 67203

RE: Letter of Intent Regarding Proposed Asset Purchase Agreement - EXTENSION

Dear Mr. Buchanan:

Sedgwick County, Ks and Pixius Communications, LLC executed a Letter of Intent, dated July 12, 2012 which outlines the desire of both parties for Pixius to acquire the telecommunications tower located on 77th Street North, Park City, commonly known as Greyhound Park tower.

This letter, as shown by the parties' signatures below, extends the Letter of Intent expiration until September 30, 2012.

Mr. William Buchanan
July 12, 2012
Page 2




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If the foregoing correctly expresses our understanding, please so indicate by signing and dating the enclosed copy of this letter at the bottom and returning it to the undersigned.

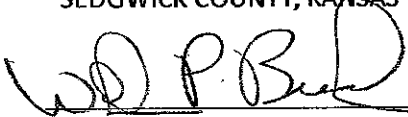
Very truly yours,

Pixius COMMUNICATIONS, LLC


9/4/12
Jay S. Maxwell
Managing Member

Agreed and accepted this 4th day of September, 2012.

SEDGWICK COUNTY, KANSAS



By: William P. Buchanan

Its: County Manager

4102-8

Market: Wichita MTA
AWS Cell Site Number: WCHTKSW229
AWS Cell Site Name: Valley Center / Wichita

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the date below, is entered into by the Board of County Commissioners of Sedgwick County, Kansas, having a mailing address of 525 North Main, Ste. 320, Wichita, KS 67203 (hereinafter referred to as "**Landlord**") and AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by its member, AT&T Wireless Services, Inc., a Delaware corporation, having a mailing address of 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 1200 E. 77th St. North, Wichita, KS 67147, in the County of Sedgwick, State of Kansas (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants Tenant an option (the "**Option**") to lease a portion of the Property consisting of (i) a room/cabinet space of approximately 336 square feet and (ii) space on the structure and such easements as are necessary for the antennas and initial installation as described on attached **Exhibit 1** (collectively, the "**Premises**").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Six Hundred and No/100 Dollars (\$600.00) within sixty (60) business days of the full execution of this Agreement. The Option will be for an initial term of one (1) year (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional Six Hundred and No/100 Dollars (\$600.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term, or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurs.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the date that Tenant commences construction (the "**Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Three percent (3%) over the Rent paid during the previous year.

(c) Landlord and Tenant acknowledge that the Rent specified in 4(a) above is for Tenant to locate up to twelve (12) antennas on Landlord's structure.

(d) Tenant will pay all personal property taxes assessed on, or any portion of such taxes directly attributable to the Communication Facility. Tenant, upon presentation of sufficient and proper documentation will pay, within thirty (30) days, an increase in real property taxes levied against the Property, excluding additional taxes that relate to the period prior to the Commencement Date, i.e., roll back taxes, which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay all real estate taxes levied against the Property.

(e) At Tenant's option, Tenant will pay Landlord a one time fee of \$5000 as consideration for Tenant to utilize and own the existing antenna mounts on the structure, the concrete pad and grounding ring, the chain link fence around the concrete pad, conduits for electrical and telephone lines, and the right to install Tenant's own electrical meter on the existing meter rack and obtain electrical service from the existing meter rack. Upon Tenant paying Landlord the one time fee, the above property shall become the ownership of Tenant.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant on sixty (60) days prior written notice for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. It is understood and agreed that the coverage afforded by Tenant's commercial general liability insurance also applies to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. **INDEMNIFICATION.**

(a) To the extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) To the extent permitted by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. **WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property and structure by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of

record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

(c) Tenant represents and warrants that: (i) Tenant will operate the installation, use, maintenance, repair and removal of the Communication Facility in full compliance with all Federal, State, and local governmental rules and regulations; and (ii) it has thoroughly examined the Premises and warrants the same is sufficient for its proposed use.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's reasonable determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant reasonably believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord grants to Tenant an easement for such access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees, for purposes of this Agreement, that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises any foundations, underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for paying all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. **DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure described in this Paragraph 15(a)(ii), however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign or sublease this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: AT&T Wireless
 Attn: Lease Administration
 Re: AWS Cell Site: WCHTKSW229/Valley Center
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

With a copy to: AT&T Wireless
 Attn: Legal Department
 Re: AWS Cell Site: WCHTKSW229/Valley Center
 11760 North U.S. Highway #1
 West Tower
 North Palm Beach, FL 33408

If to Landlord: Sedgwick County Facility Projects Services
 Attn: Lease Notification, Senior Project Manager
 510 N. Main, Ste. 602
 Wichita, KS 67203

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

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of Landlord becoming aware of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

21. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

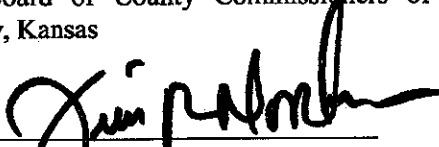
(i) **Cash Basis and Budget Laws.** The right of the Landlord to enter into this Agreement is subject to the provisions of the Cash Basis Law (Kansas Statutes Annotated 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Landlord shall at all times stay in conformity with such laws, and as a condition of this Agreement the Landlord reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas. In signing this Agreement, Landlord represents that this Agreement has been reviewed by its legal counsel, and it is counsel's opinion that the Agreement does not violate such laws at the present time.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused this Agreement to effective as of the last date written below.

"LANDLORD"

The Board of County Commissioners of Sedgwick County, Kansas

By: 

Tim B. Norton, Chairman

Date: 8-13-03

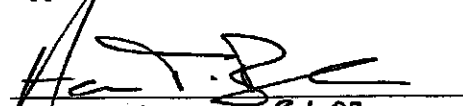


Attest:



Don Brace, County Clerk

Approved as to Form Only:



Aaron T. Blase

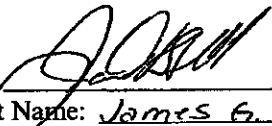
8-1-03

Assistant County Counselor

"TENANT"

AT&T Wireless PCS, LLC,
a Delaware limited liability company,
d/b/a AT&T Wireless

By: AT & T Wireless Services, Inc., a Delaware corporation
Its: Member

By: 

Print Name: James G. Stockell

Its: Implementation Manager

Date: July 18, 2003

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE.]

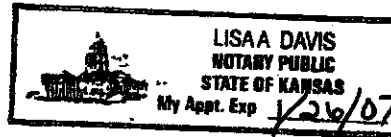
LANDLORD ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

On the 13th day of August, 2003, before me personally appeared Tim R. Norton and acknowledged under oath that he is the Chairman of the Board of County Commissioners of Sedgwick County, Kansas, and as such was authorized to execute this instrument on behalf of the County.

Lisa A. Davis
Notary Public: Lisa A. Davis
My Commission Expires: 1/26/07

TENANT ACKNOWLEDGMENT



STATE OF Missouri)
) ss:
COUNTY OF Lincoln)

On the 18th day of July, 2003, before me personally appeared James G. Stockell and acknowledged under oath that he/she is the Implementation Manager of AT&T Wireless Services, Inc., a Delaware corporation, member of AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the corporation.

SANDRA SZYHOWSKI
Notary Public - State of Missouri
County of Lincoln
My Commission Expires Jan. 26, 2006

Sandra Szyhowski
Notary Public: Sandra Szyhowski
My Commission Expires: 1-26-06

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Agreement dated _____, 2003, by and between the Board of County Commissioners of Sedgwick County, Kansas, as Landlord, and AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by its member, AT&T Wireless Services, Inc., a Delaware corporation, as Tenant.

The Property and Premises are legally described as follows:

PARENT TRACT DESCRIPTION

The South Half (S/2) of the Southeast Quarter (SE/4), Section 33, Township 25 South, Range 1 East of the 8th P.M., Sedgwick County, Kansas, EXCEPT beginning at the Southwest corner of said Quarter Section; First Course, thence South 89 degrees 38 minutes East, 1058.2 feet along the South line of said Quarter Section; Second Course, thence North 00 degrees 38 minutes East, 30.0 feet; Third Course, thence North 78 degrees 28 minutes West, 124.7 feet; Fourth Course, thence North 89 degrees 28 minutes West, 498.3 feet; Fifth Course, thence North 00 degrees 01 minutes East, 638.8 feet; Sixth Course, thence on a curve of 11599.18 feet radius to the left with a chord which bears North 00 degrees 31 minutes West, 315.4 feet to a point on the North line 56.7 feet East of the Northwest corner of said South Half of the Southeast Quarter Section; Seventh Course, thence North 89 degrees 41 minutes West, 54.7 feet to the West line of said Quarter Section; Eighth Course, thence South 00 degrees 33 minutes East to the piece of beginning.

LEASE AREA DESCRIPTION

A proposed lease area lying in and being a part of the South Half (S/2) of the Southwest Quarter (SE/4) of Section Thirty-three (33), Township Twenty-five (25) South, Range One (1) East of the 8th P.M., Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Southwest corner of said SE/4; Thence N89°21'20"E, along the South line of said SE/4, a distance of 253.82 feet; Thence N00°38'40"W a distance of 1007.88 feet to the point of beginning; Thence N22°27'35"W a distance of 24.00 feet; Thence N87°02'35"E a distance of 14.00 feet; Thence S02°57'23"E a distance of 24.00 feet; Thence S87°02'35"W a distance of 14.00 feet to the point of beginning. Containing 336 square feet.

ACCESS & UTILITY EASEMENT DESCRIPTION

A Twenty feet (20') wide easement for ingress, egress and utility purposes crossing a part of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Twenty-five (25) South, Range One (1) East of the 8th P.M., Sedgwick County, Kansas, the easement being more particularly described as follows: Commencing at the Southwest corner of said SE/4, a distance of N89°21'20"E, along the South line of said SE/4, a distance of 1080.88 feet to the point of beginning; Thence N01°28'47"E a distance of 380.31 feet; Thence N01°40'00"E a distance of 241.87 feet; Thence N03°29'28"E a distance of 138.70 feet; Thence N11°48'08"W a distance of 130.32 feet; Thence N33°30'44"W a distance of 79.08 feet; Thence N52°14'38"W a distance of 80.31 feet; Thence N84°56'18"W a distance of 38.58 feet; Thence S87°02'35"W a distance of 110.87 feet to an ending point, said point being 18.00 feet S02°57'23"E of the Southwest corner of the above described lease area. Consisting of 1188.73 linear feet.

The Premises are further described and depicted on the attached Exhibit 1-A (Site Plan).

Notes:

- 1 This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant
- 2 Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities
- 3 Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments
- 4 The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

4702-8

Site Name: Valley
Site No: KS4688

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (the "Agreement"), made this 13th day of July, 2005, by and between Sedgwick County, Kansas, having a mailing address of 525 North Main, Ste. 320, Wichita, KS 67203 (the "LANDLORD"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, its successors and assigns (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located at 1200 East 77th Street in Sedgwick County, State of Kansas (the "Tower Site"), on which there is located a tower owned by LANDLORD (the "Tower"), and TENANT desires to lease a portion of such real property containing approximately 540 square feet (the "Leased Parcel"), together with certain positions on the Tower more fully described below and a right-of-way thereto as hereinafter described (the Leased Parcel, such positions on the Tower and such right of way being hereinafter called the "Leased Property"). The Tower Site is more particularly described on Exhibit "A" attached hereto. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

LEASE AGREEMENT

1. **Lease of Leased Property.** LANDLORD hereby leases to TENANT the Leased Property, which includes (without limitation) (i) the Leased Parcel described above, (ii) certain positions on the Tower as described below, and (iii) the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under, or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as East 77th Street, to the Leased Parcel, as such right-of-way is shown on Exhibit "B" hereto. TENANT shall have the right to install utilities, at TENANT's expense, and to improve present utilities on the Leased Property (including but not limited to the installation of emergency power generators). LANDLORD shall cooperate with TENANT in its effort to obtain utility services along the aforementioned right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable or unwilling to use the aforementioned right of way, LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the public utility at no cost to TENANT. TENANT will be solely responsible for paying on a regular basis all utilities charges for electricity, telephone service or any other utility used or consumed by TENANT on the Leased Property.

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning sixty (60) days after signing this Agreement or on the date on which TENANT commences construction of its Communications Facility at the Leased Property, whichever occurs first, (the "**Commencement Date**"), at an annual rental of Eighteen Thousand Dollars (\$18,000.00), for the first nine (9) antennas and nine (9) co-axial cable lines together with one (1) shelter, to be paid in equal monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) on the first day of each calendar month during the term hereof, in advance, to LANDLORD or to such other person, firm or place as LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment due date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement. In addition Tenant shall pay to Landlord on the Commencement Date the one time fee of Five Thousand Dollars (\$5,000.00).

3. **Extension of Term.** Tenant shall have the option to extend the term of the Agreement for four (4) additional five (5) year periods, provided Tenant is not otherwise in default under this Agreement or the Agreement has not otherwise been terminated, and Landlord has not provided written notice to Tenant at least sixty (60) days prior to the end of the then current term that Landlord needs the Leased Property for some governmental or public purpose, provided that no termination by Landlord shall be permitted if the intent is to lease the Premises to another telecommunications provider. Each option for an extended term shall be deemed automatically exercised without notice by Tenant to Landlord of its intention to exercise such option. If Tenant gives Landlord written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>	<u>Monthly Installment</u>
1st	\$20,700.00	\$1,725.00
2nd	\$23,805.00	\$1,983.75
3rd	\$27,378.00	\$2,281.50
4th	\$31,485.00	\$2,623.75

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental installments during such annual terms shall be increased by three percent (3%) over the rental paid for the preceding year and shall be effective on the anniversary of the Commencement Date.

6. **Use.**

(a) TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility (as described in Section 6(b)(i), (ii), and (iii) below) and any and all uses incidental thereto, which may also include a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Parcel or any portion thereof (collectively, the "**Communications Facility**"). TENANT shall be allowed from time to time, at TENANT's expense, to replace any of its antennas, equipment, improvements, or other appurtenances at the Leased Property with like items of similar physical characteristics. LANDLORD grants TENANT the right to use such portions of LANDLORD's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), as are reasonably required during construction, installation, maintenance, and operation of the Communications Facility, and shall be responsible for repairing any damage it causes to LANDLORD'S property. TENANT shall maintain the Leased Property in a reasonable condition and shall be solely responsible for the repair and maintenance of all of TENANT's improvements on the Leased Property, excluding repair and maintenance due to the willful misconduct or negligence of LANDLORD, its employees, agents, contractors, licensees, or tenants (other than TENANT).

(b) The Leased Parcel and positions on the Tower shall be used for, and LANDLORD agrees that TENANT is authorized to perform, the construction, installation, maintenance and operation, all at TENANT's sole expense, of the following improvements, radio, microwave or other wireless communications equipment, antennas and other associated transmission lines and equipment:

(i) Wireless antenna systems and associated equipment to be mounted on the Tower and in the 165'-175' foot range on the Tower, as more specifically described in the attached Exhibit "C" of this Agreement. LANDLORD additionally

Site Name: Valley
Site No: KS4688

grants TENANT the option for the future location of additional antenna on the Tower at an annual rental rate as stipulated in Exhibit "D" for each antenna;

(ii) An equipment shelter not to exceed twelve feet by twenty feet (12' X 20') to be located on the Leased Parcel; and

(iii) Flexible coaxial transmission line(s) between the Tower and TENANT's equipment located in the equipment shelter.

7. **Governmental Approvals.** TENANT's ability to use the Leased Property is contingent upon its obtaining and maintaining in effect all certificates, permits, licenses and other approvals that may be required by any governmental authorities. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect such certificates, permits, licenses and other approvals. In furtherance thereof, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to, not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or any structural analyses, subsurface boring tests, environmental inspections, radio frequency tests, or other investigations are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD, and TENANT shall send a copy of any such analysis, test, inspection, or report to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Interference.**

(a) LANDLORD acknowledges and agrees that it will not permit the installation of any additional antennas or equipment on the Tower or at the Tower Site, or the

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relocation of any existing antennas or equipment installed on the Tower or at the Tower Site, if such installation or relocation would adversely affect TENANT's space on the Tower or TENANT's operation, use or enjoyment of its Communications Facility, taking into account customary and commercially reasonable practices for multi-tenant wireless communication sites and towers thereon.

(b) LANDLORD shall not, and shall not permit any licensee, tenant, subtenant or other user of the Tower (collectively, other than Tenant, "**Other Tenants**"), to (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of TENANT's Communications Facility or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of TENANT's Communications Facility.

(c) In the event of any interference occurring at the Tower Site as a result of any actions of LANDLORD or any Other Tenants described in Section 8(b) above, LANDLORD shall be responsible for coordinating and resolving any such interference problems caused by LANDLORD or such Other Tenants, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from TENANT. If the interference cannot be corrected or eliminated within such 48-hour period, LANDLORD shall cause any of LANDLORD's or its Other Tenants' communications equipment that interferes with the operation of TENANT's Communications Facility or TENANT's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by TENANT in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of TENANT's Communications Facility shall be turned off. If LANDLORD or any such Other Tenant cannot correct or eliminate, to the satisfaction of TENANT, such interference within twenty (20) days of receipt of written notice from TENANT, LANDLORD shall or shall cause such Other Tenant to cease the operations of the objectionable communications equipment and to stop providing services from the Tower Site until the interference problems are resolved; provided, however, that if LANDLORD does not timely cease or cause such Other Tenant to cease such operations, TENANT may elect to terminate this Agreement by written notice to LANDLORD.

(d) TENANT shall not install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of LANDLORD's existing or any Other Tenant's existing communications equipment installed at the Tower Site or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices.

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(e) In the event of any interference occurring at the Tower Site as a result of any actions of TENANT described in Section 8(d) above, TENANT shall be responsible for coordinating and resolving any such interference problems caused by TENANT, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from LANDLORD. If the interference cannot be corrected or eliminated within such 48-hour period, TENANT shall cause any of TENANT's communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment or their authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by LANDLORD in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment shall be turned off. If TENANT cannot correct or eliminate, to the satisfaction of LANDLORD, such interference within twenty (20) days of receipt of written notice from LANDLORD, TENANT shall cease the operations of the objectionable communications equipment and stop providing services from its Communications Facility until the interference problems are resolved. If TENANT determines that such interference cannot be corrected or eliminated by commercially reasonable measures, then either LANDLORD or TENANT may elect to terminate this Agreement by written notice to the other.

(f) As used herein, "Laws" means all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities (including, without limitation, the Federal Communications Commission) construing any of the foregoing.

9. Maintenance and Repair.

(a) LANDLORD represents and warrants that its operation of the Tower and the Tower Site (exclusive of TENANT's Communications Facility), including the lighting systems, 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 ("FCC"), Federal Aviation Administration ("FAA") and all applicable local codes and regulations. Specifically, LANDLORD has complied with all tower registration, marking, and lighting requirements of the FCC and FAA. LANDLORD shall maintain the Tower and Tower Site, including the lighting systems and LANDLORD's antennas, transmission lines, equipment and buildings, in good operating condition. TENANT is solely responsible for the licensing, operation and maintenance of TENANT's Communication Facility, including, without limitation, compliance with any terms of its FCC license.

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(b) The costs of maintaining the Tower and the Tower Site (exclusive of TENANT's Communication Facility) shall be borne by LANDLORD.

10. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against TENANT's facilities or the improvements constructed by TENANT on the Leased Property. Taxes are not to be considered as additional rent, but rather as reimbursement to LANDLORD and to be separately billed. TENANT shall pay for any documented increase in ad valorem real estate taxes levied against the Leased Property which are directly attributable to the improvements constructed by TENANT on the Leased Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. LANDLORD hereby agrees that if the taxes which are levied against LANDLORD and TENANT's improvements on LANDLORD's property are incorrectly assessed, TENANT maintains the right to appeal the tax assessment to the appropriate governmental authority, which appeal shall be paid for by TENANT. Should the State in which the Leased Property is located offer an early payment tax incentive, LANDLORD hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow for TENANT to take advantage of any offered incentives. LANDLORD shall furnish TENANT within thirty (30) days of receipt by LANDLORD or LANDLORD's representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Property. LANDLORD'S ability to bill TENANT for said taxes is limited to the current year tax billing in question. In no event will LANDLORD have the ability to bill for pro-rata share or estimates of taxes on future tax billings.

11. **Insurance.** Subject to Section 12 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy. Tenant shall deliver a certificate of insurance to the Office of Sedgwick County Facility Project Services for approval, prior to the execution of this Agreement. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after LANDLORD receives notice of such change by registered mail.

12. **Self-Insurance.** Tenant shall have the right to self-insure with respect to any of the above insurance requirements, provided Tenant has assets in excess of \$50 Million Dollars.

13. **Indemnification.**

(a) To the extent permitted by law, TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by TENANT or its employees, agents or contractors, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees, agents, contractors, licensees, or tenants (other than TENANT).

(b) To the extent permitted by law, LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by LANDLORD or its employees, agents, or contractors, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees, agents or contractors.

14. **Sale of Leased Property.** If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell, subdivide or rezone any of the Leased Property, the Tower or all or any part of LANDLORD'S Surrounding Property, to a purchaser other than TENANT, LANDLORD shall promptly notify TENANT in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and TENANT'S rights hereunder. LANDLORD shall not initiate or consent to any change in the zoning of the Leased Property or LANDLORD'S Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement. LANDLORD agrees not to sell, lease or use any areas of LANDLORD'S Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with TENANT'S facilities or communications equipment as determined by radio propagation tests performed by TENANT in its sole discretion, any such testing to be at the expense of LANDLORD or LANDLORD'S prospective purchaser, and not TENANT. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LANDLORD shall be prohibited from selling, leasing or using any areas of LANDLORD'S Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. LANDLORD shall not be prohibited from the selling, leasing or use of any of LANDLORD'S Surrounding Property for non-wireless communication use. The

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provisions of this Section 14 shall in no way limit or impair the obligations of LANDLORD under Section 8 above.

15. **Quiet Enjoyment.** LANDLORD warrants and represents that (i) LANDLORD holds good and marketable title to the Leased Property; (ii) LANDLORD has the full power and authority to enter into and perform this Agreement, (iii) the person executing this Agreement on behalf of LANDLORD is duly authorized and empowered to enter into this Agreement on behalf of LANDLORD, and (iv) execution and performance of this Agreement will not cause a breach or event of default under any other agreement to which LANDLORD is a party. LANDLORD further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Leased Property, and no restrictive covenants, servitudes, easements, licenses, rights of use or other encumbrances on the Leased Property that would interfere with or actually or constructively prevent TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to TENANT by virtue of this Agreement. LANDLORD shall indemnify TENANT from and against any loss, cost, expense or damage, including attorneys fees, associated with a breach of the foregoing representations, warranties, and covenants. TENANT shall not be deemed to have abandoned the Leased Property, although TENANT may cease using the Communications Facility for a period of time, so long as TENANT has prepaid or continues to pay all rental payable hereunder for such period.

16. **Assignment.** This Agreement may be sold, assigned, subleased, or transferred at any time by TENANT to any Affiliate of TENANT, or to any entity with or into which TENANT is merged or consolidated, or to any entity resulting from a reorganization of TENANT or its Affiliates. Otherwise, this Agreement may not be sold, assigned, subleased, or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned, or delayed. For the purposes of this Agreement, "Affiliate" shall be defined as SBC Wireless, LLC, a Delaware limited liability company ("SBC"); BellSouth Mobility LLC, a Georgia limited liability company ("BellSouth"); any entity in which SBC or BellSouth directly or indirectly holds an equity or similar interest; any entity which directly or indirectly holds an equity or similar interest in SBC or BellSouth; and any entity directly or indirectly under common control with SBC or BellSouth.

17. **Condemnation.** If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally

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constituted public authority, then this Agreement, and the term hereby granted, shall terminate and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this Section 17 shall be construed to limit or adversely affect TENANT's right to seek an award of compensation from any public authority that is seeking condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property, or for TENANT's moving, relocation, and other business dislocation expenses.

18. Casualty.

(a) If TENANT's Communications Facility or improvements are damaged or destroyed, in whole or in part, by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT, and TENANT may terminate this Agreement by giving written notice to LANDLORD. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and LANDLORD and TENANT shall have no other further obligations to each other hereunder, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In the event the Tower (excluding any damage the repair of which is required to be completed by tenants of the Tower) is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement thereof (whether or not the Leased Property is damaged) and such damage (i) occurs during the last two years of the Term (taking into account any extensions of the Term by TENANT in accordance with the terms of this Agreement), or (ii) in the reasonable judgment of LANDLORD, cannot reasonably be repaired or restored within a period of one hundred and eighty (180) days following commencement of such repair or restoration using standard working methods and procedures, or (iii) is not, or would not have been, covered by a standard fire and extended coverage insurance policy, or (iv) is compensable with insurance proceeds all or a significant portion of which is required to be paid to LANDLORD'S mortgagee in reduction of the indebtedness secured by any Mortgage encumbering the Tower or Tower Site, LANDLORD shall have the right and option, in its sole discretion, to terminate this Agreement upon the delivery of notice thereof to TENANT within ninety (90) days after the occurrence of such damage or destruction. If such notice is given, LANDLORD agrees to use its reasonable efforts to permit TENANT to place temporary transmission facilities at an alternative location acceptable to TENANT until such time as TENANT is able to secure a replacement transmission location for the Leased Property. LANDLORD further agrees to consider allowing TENANT to build a 165 foot tower on the Tower Site as a replacement location. If LANDLORD elects to rebuild the Tower, LANDLORD shall use its reasonable efforts to permit TENANT to place temporary transmission facilities at an alternative location acceptable to TENANT until such time as the rebuilding is completed.

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LESSEE's rental payments shall be abated during the period, and to the extent, that LESSEE's use of its Communications Facility is impaired. In any case, TENANT agrees that it will use its reasonable efforts to avoid interfering with LANDLORD's efforts to rebuild the Tower. If, for any reason, LANDLORD does not complete the rebuilding within two hundred and seventy (270) days after the occurrence of such damage or destruction, TENANT shall have the right and option, in its sole discretion, to terminate this Agreement upon the delivery of notice thereof to LANDLORD.

19. **Subordination.** LANDLORD shall use its best efforts to obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "**Mortgage**"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and effect and TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this Section 19. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, LANDLORD, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to TENANT a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

20. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Leased Property. LANDLORD shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining such requested documentation as may be required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any Non-Disturbance Agreement required in Section 19 of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

21. **Hazardous Substances.** LANDLORD warrants, represents and agrees that (i) neither LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased Property, and (ii) LANDLORD will not, and will not permit any third party to use, generate, store or

dispose of any Hazardous Materials in, on, or under the Tower Site in violation of any law or regulation. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT agrees that it will not use, generate, store or dispose of any Hazardous Materials in, on, or under the Leased Property in violation of any law or regulation. TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 21. This Agreement shall, in addition to any other right or remedy available hereunder or at law or equity, at the option of TENANT, terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Leased Property or LANDLORD's Surrounding Property through no fault of TENANT after TENANT takes possession of the Leased Property, and TENANT shall be entitled to a refund of all the consideration paid in advance to LANDLORD under this Agreement.

22. **Opportunity to Cure.**

(a) If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice specifying the nature of the failure and provide TENANT with a thirty (30) day period following TENANT's receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period following TENANT's receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time following TENANT's receipt of notice to cure the failure, provided that TENANT promptly commences curing the failure after receipt of the notice and prosecutes the cure to completion with due diligence.

(b) In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after receipt of written notice from

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TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse TENANT therefor, and TENANT may set off from rent or other amounts due hereunder any reasonable amount expended by TENANT as a result of such default.

23. **Waiver of Incidental and Consequential Damages.** In no event will the parties to this Agreement be liable to each other, or to any third party claiming through or on behalf of LANDLORD or TENANT, for any indirect, special, incidental or consequential damages, including without limitation, lost profits or revenues arising from breach of this Agreement or otherwise.

24. **Notices.** Except as otherwise provided herein, any notices or demands which are required by law or provided under the terms of this Agreement shall be given or made by LANDLORD or TENANT in writing and shall be given by hand delivery, or sent via certified or registered mail, with postage prepaid and return receipt requested, or by a national overnight receipted delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar couriers delivery services), and addressed to the respective parties set forth below. Such notices shall be deemed to have been given when delivered. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LANDLORD: Sedgwick County Facility Projects Services
Attn: Lease Notification, Senior Project Manager
538 N. Main
Wichita, KS 67203

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

And a copy to: Sedgwick County Division of Information & Operations
Attn: Keen Keen
Sedgwick County Courthouse
538 N. Main, 2nd Floor
Wichita, KS 67203

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If to TENANT:

Cingular Wireless
Re: Call Site #KS4688; Cell Site Name: Valley
6100 Atlantic Blvd.
Norcross, GA 30071
Attn: Real Estate Lease Administration
Facsimile No.: _____

With a copy to TENANT's
Regional Counsel:

Cingular Wireless
Re: Cell Site #KS4688; Cell Site Name: Valley
17330 Preston Road, Suite 100A
Dallas, TX 75252
Attention: Legal Department
Facsimile No.: _____

with a copy to:

Cingular Wireless
Attn.: Legal Department
Re: Cell Site #:KS4698; Cell Site Name: Valley
15 E Midland Ave.
Paramus, NJ 07652

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

25. **Termination.**

(a) Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT may, in its sole and absolute discretion, have the right to terminate this Agreement with ninety (90) days prior written notice to LANDLORD. In the event TENANT terminates this Agreement, TENANT shall pay to LANDLORD a lump sum payment in an amount equal to six (6) months rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate that is in effect at the time of termination. At termination, TENANT shall execute upon the request of LANDLORD a written cancellation of this Agreement vacating the Leased Property in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and not in limitation of any other provisions of this Agreement, both parties shall have the right, exercisable by at least ten (10) days prior written

notice thereof to the other party, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if the other party shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after the non-breaching party gives the other party written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if the other party shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by the other party of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by the other party to or acquiescence in the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of the other party, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by the other party; or

(iii) as otherwise provided in this Agreement.

26. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. Furthermore, all improvements constructed or installed by TENANT shall be removable by TENANT at the expiration or earlier termination of this Agreement, provided TENANT shall not at such time be in default under any covenant or agreement contained in this Agreement. TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT and restore the Leased Property to substantially the same condition as received, reasonable wear and tear and damage by insured casualty excepted. TENANT shall not be required to remove any foundations, driveways, or underground cables or wires. If such removal causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

27. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements,

promises and understandings between LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LANDLORD or TENANT.

28. **Contractual Limitations Period.** No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

29. **RF Emissions.**

(a) TENANT shall have the right to place electromagnetic energy warning signs on or about the Leased Property and proximate to its Communications Facility and equipment and to restrict access to its Communications Facility so long as such warning signs are in compliance with applicable law.

(b) LANDLORD shall and shall require each Other Tenant to operate their respective equipment in compliance with all laws and regulations governing radio frequency energy emissions (the "**RF Emissions Regulations**"). LANDLORD agrees that it shall, and shall require all potential or actual Other Tenants that locate and operate transmitting equipment at the Tower Site to agree that if the Tower Site fails to meet the RF Emissions Regulations, or would fail by the addition or modification of the equipment at the Tower Site, to comply with the RF Emissions Regulations at any time during the term of this Agreement, then the existing or prospective Other Tenant at the Tower Site causing or who would cause such failure, shall promptly take commercially reasonable steps to bring the Tower Site into compliance, including preparation and filing of any required environmental assessments and modifications of its equipment.

30. **Security Interest.** It is the express intent of the parties to this Agreement that LANDLORD have no lien or security interest whatsoever in any personal property of TENANT, and, to the extent that any applicable statute, code, or law grants LANDLORD any lien or security interest, LANDLORD hereby expressly waives any rights thereto.

31. **Brokers/Agents.** LANDLORD and TENANT warrant to each other that they were represented in this transaction by _____ and Selective Site Consultants, Inc., respectively, and by no other real estate brokerage firms, agents or other intermediaries. Additionally, the parties warrant and covenant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker, agent or other intermediary claiming to have represented the indemnifying party in this transaction.

Site Name: Valley
Site No: KS4688

32. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

33. **Attorney's Fees.** In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

34. **Memorandum of Agreement.** At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

35. **Surveys.** LANDLORD hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the Leased Property on the survey obtained by TENANT shall then be added to and incorporated into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

36. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

37. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

38. **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

39. **Cash Basis and Budget Laws.** The right of the Landlord to enter into this Agreement is subject to the provisions of the Cash Basis Law (Kansas Statutes Annotated 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Landlord shall at all times stay in conformity with such laws, and as a condition of this Agreement the Landlord reserves the right, upon written notice to TENANT, to modify this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas, provided that in such event TENANT shall have the right to terminate the Agreement in the event such modifications are unacceptable to TENANT in its reasonable discretion. In signing this Agreement, Landlord represents that this Agreement has been reviewed by its legal counsel, and it is counsel's opinion that the Agreement does not violate such laws at the present time.

Site Name: Valley
Site No: KS4688

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

"LANDLORD"

Sedgwick County, Kansas

By: David M. Unruh
David M. Unruh, Chairman
Date: 7/13/05

Attest:

Don Brace
for Don Brace, County Clerk

Approved as to Form Only:

Aaron T. Blase
Aaron T. Blase 7/8/05
Assistant County Counselor

Reviewed by Facility Project Services

Stephanie Knebel
Stephanie Knebel, Senior Project Manager



"TENANT"

New Cingular Wireless PCS, LLC

By: Jennifer Fitzmaurice
Name: Jennifer Fitzmaurice
Title: Real Estate and Construction Manager

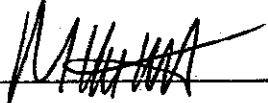
Site Name: Valley
Site No: KS4688

NOTARY ATTESTATION FOR LESSEE

STATE OF MISSOURI
COUNTY OF ST. LOUIS

Before me, MIKE UTT the undersigned, a Notary Public for the State, personally appeared Jennifer Fitzmaurice, who is the Real Estate and Construction Manager of New Cingular Wireless PCS, LLC; is 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 she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 6th day of JULY, 2005.

Signature 

NOTARY SEAL

My commission expires: 10/20/08

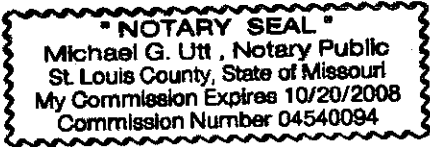


EXHIBIT "A"

Description of Tower Site

PARENT TRACT DESCRIPTION

The South Half (S/2) of the Southeast Quarter (SE/4), Section 33, Township 23 South, Range 1 East of the 8th P.M., Sedgwick County, Kansas, EXCEPT beginning at the Southeast corner of said Quarter Section First Course, thence South 88 degrees 38 minutes East, 1058.7 feet along the South line of said Quarter Section Second Course, thence North 00 degrees 38 minutes East, 30.0 feet; Third Course, thence North 72 degrees 28 minutes West, 124.7 feet; Fourth Course, thence North 88 degrees 28 minutes West, 406.3 feet; Fifth Course, thence North 00 degrees 07 minutes East, 938.8 feet; Sixth Course, thence on a curve of 11599.76 feet radius to the left with a chord which bears North 24 degrees 33 minutes West, 235.4 feet to a point on the North line 58.7 feet East of the Northwest corner of said South Half of the Southeast Quarter Section Seventh Course, thence North 89 degrees 41 minutes West, 38.7 feet to the West line of said Quarter Section Eighth Course, thence South 00 degrees 13 minutes East to the place of beginning.

LEASE AREA DESCRIPTION

A proposed lease area lying in and being a part of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Twenty-five (25) South, Range One (1) East of the 8th P.M., Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Southeast corner of said SE/4, thence North 71°20' E, a distance of 1001.08 feet to the point of beginning; thence North 27°25' W a distance of 24.00 feet; thence North 72°35' E a distance of 14.00 feet; thence South 27°25' E a distance of 24.00 feet; thence South 72°35' W a distance of 14.00 feet to the point of beginning. Containing 338 square feet.

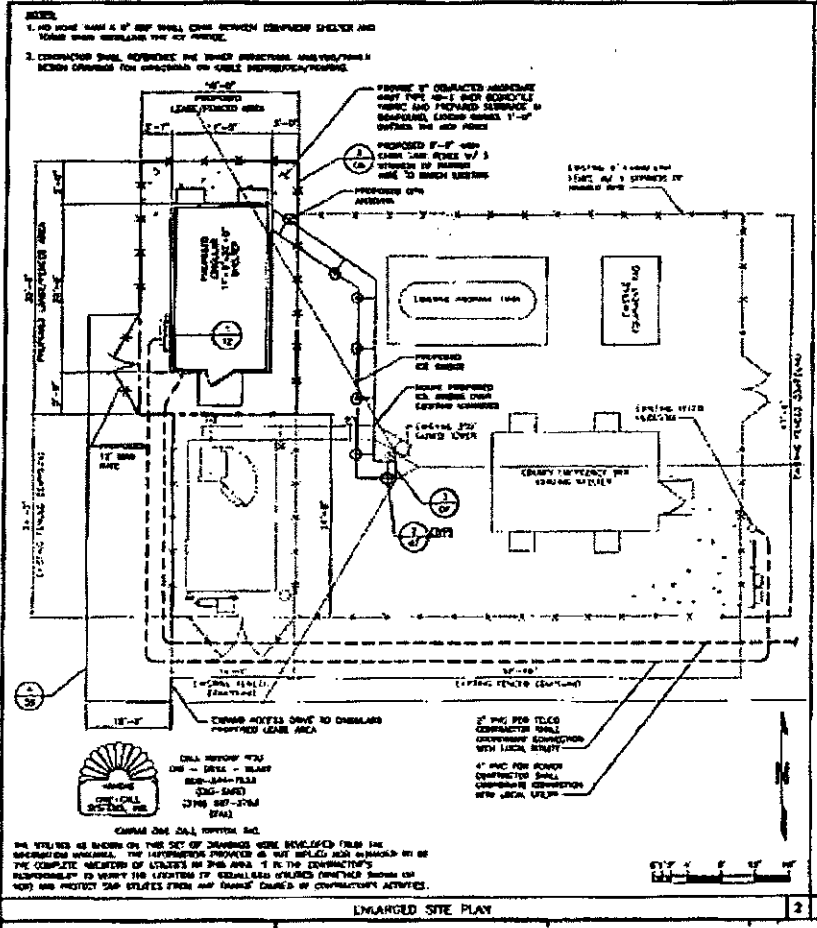
ACCESS & UTILITY EASEMENT DESCRIPTION

A Twenty foot (20') wide easement for ingress, egress and utility purposes crossing a part of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Twenty-five (25) South, Range One (1) East of the 8th P.M., Sedgwick County, Kansas, the centerline being more particularly described as follows: Commencing at the Southeast corner of said SE/4, thence North 71°20' E, a distance of 1080.08 feet to the point of beginning; thence North 28°47' E a distance of 384.31 feet; thence North 74°00' E a distance of 241.97 feet; thence North 27°25' E a distance of 138.70 feet; thence North 78°08' W a distance of 138.82 feet; thence North 30°44' W a distance of 79.08 feet; thence North 74°36' W a distance of 58.31 feet; thence North 26°18' W a distance of 30.58 feet; thence South 72°35' W a distance of 170.57 feet to an ending point, said point being 10.00 feet South 72°35' E of the Southwest corner of the above described lease area. Containing of 1168.73 linear feet.

EXHIBIT "B"

Description of Leased Property

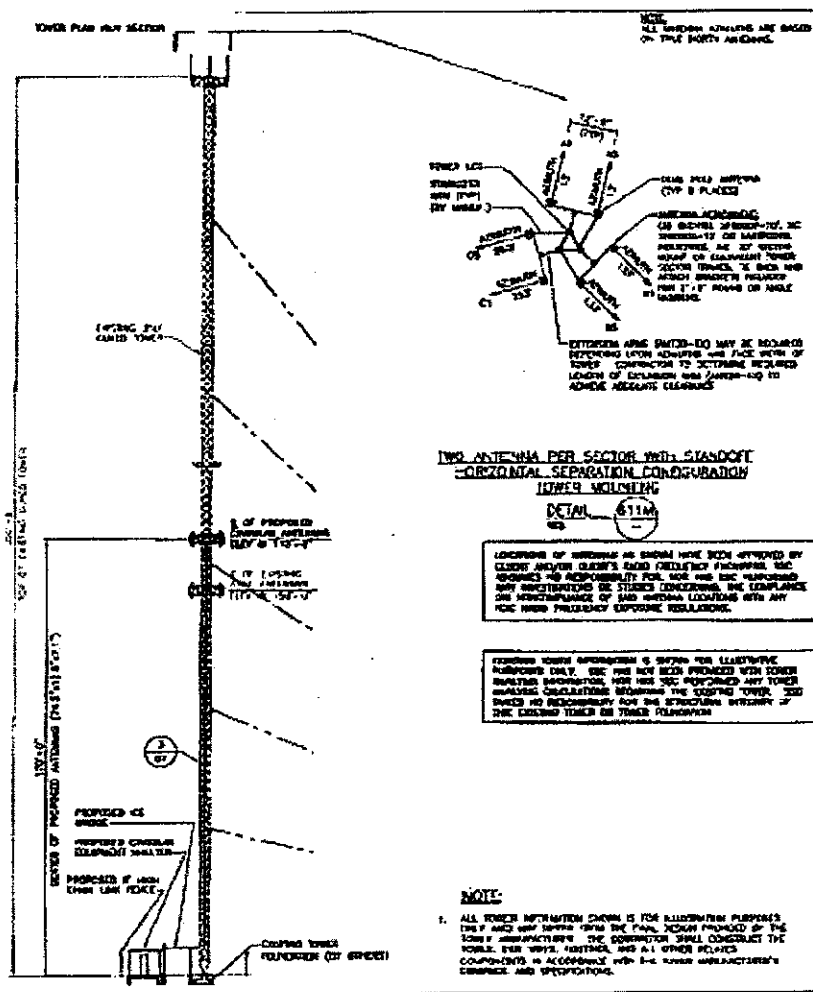
An approximately 18' x 30' tract of land, together with easements for ingress, egress and utilities depicted as follows:



- Notes:
1. This Exhibit may be supplemented by a land survey of the Leased Property once it is received by Tenant.
 2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

EXHIBIT "C"

Description of Tenant's Communications Equipment



Up to Nine (9) Allgon 7775 or equal Panel antennas and nine (9) LGP 17201 or equal TMAs at 170' AGL, and nine (9) runs of Andrew 1 5/8" or equal coaxial cable connected to one (1) 12' x 20' equipment shelter. Tenant's initial install will consist of six (6) antennas, six (6) TMAs and six (6) coaxial runs of cable

Site Name: Valley
Site No: KS4688

EXHIBIT "D"

Rental Rates for Additional Communications Equipment

- To be negotiated

4702-8

(Recorder's Use Above this Line)

Recording Requested By:
Southwestern Bell Wireless, LLC
13075 Manchester Road, Suite 100N
St. Louis, MO 63131
Attn: Real Estate Manager

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into this 13th day of July, 2005, by and between **Sedgwick County, Kansas**, having a mailing address of 525 North Main, Ste. 320, Wichita, KS 67203 ("Landlord"), and **New Cingular Wireless, PCS, LLC, a Delaware limited liability company** ("Tenant"), with an office at 6100 Atlantic Boulevard, Norcross, Georgia, 30071, Attn: Property Management.

1. Landlord and Tenant entered into that certain Tower Lease Agreement dated the ___ day of _____, 2005, (the "Lease") for certain real property, tower space and easements (collectively, the "Premises"), which are a portion of that certain parcel of real property located at 1200 East 77th Street in Sedgwick County, State of Kansas described in **Exhibit A** attached hereto (the "Parent Parcel") on page 4. The Premises are more particularly described **Exhibit B** attached hereto on page 5.
2. The Lease commenced on _____, _____ for an initial term of five (5) years, with options to renew for four (4) additional five (5) year terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the date first set forth above.

"LANDLORD"

Sedgwick County, Kansas

By: David M. Unruh
David M. Unruh, Chairman

Date: 7/13/05

Attest:

Don Brace
Don Brace, County Clerk

Approved as to Form Only:

Aaron T. Blase
Aaron T. Blase 7/8/05
Assistant County Counselor

Reviewed by Facility Project Services

Stephanie Knebel
Stephanie Knebel, Senior Project Manager



"TENANT"

New Cingular Wireless, PCS, LLC,
a Delaware limited liability company

By: [Signature]
Name: Jennifer Fitzmaurice
Title: Real Estate and Construction Manager

NOTARY ATTESTATION FOR LESSEE

STATE OF MISSOURI
COUNTY OF ST. LOUIS

Before me, MIKE UTT the undersigned, a Notary Public for the State, personally appeared Jennifer Fitzmaurice, who is the Real Estate and Construction Manager of New Cingular Wireless, PCS, LLC; is 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 she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 6 day of JULY, 2004.

Signature [Signature]

NOTARY SEAL

My commission expires: 10/20/08

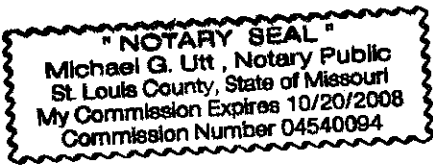


EXHIBIT A

LEGAL DESCRIPTION OF PARENT PARCEL

The Parent Parcel is depicted and/or described as follows:

PARENT TRACT DESCRIPTION

The South Half (S/2) of the Southeast Quarter (SE/4), Section 33, Township 25 South, Range 1 East of the 8th P.M., Sedgewick County, Kansas, EXCEPT beginning at the Southwest corner of said Quarter Section; First Course, thence South 88 degrees 38 minutes East, 1058.2 feet along the South line of said Quarter Section; Second Course, thence North 00 degrees 38 minutes East, 30.0 feet; Third Course, thence North 78 degrees 28 minutes West, 524.7 feet; Fourth Course, thence North 88 degrees 28 minutes West, 406.3 feet; Fifth Course, thence North 00 degrees 01 minutes East, 830.8 feet; Sixth Course, thence on a curve of 11399.18 feet radius to the left with a chord which bears North 00 degrees 31 minutes West, 2:34.4 feet to a point on the North line 56.7 feet East of the Northwest corner of said South Half of the Southeast Quarter Section; Seventh Course, thence North 88 degrees 41 minutes West, 56.7 feet to the West line of said Quarter Section; Eighth Course, thence South 00 degrees 33 minutes East to the place of beginning.

LEASE AREA DESCRIPTION

A proposed lease area lying in and being a part of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Twenty-five (25) South, Range One (1) East of the 8th P.M., Sedgewick County, Kansas, being more particularly described as follows: Commencing at the Southwest corner of said SE/4, thence N89°21'20"E, along the South line of said SE/4, a distance of 812.82 feet; Thence N00°28'40"W a distance of 1001.88 feet to the point of beginning; Thence N02°27'23"W a distance of 24.00 feet; Thence N87°22'35"E a distance of 24.00 feet; Thence S82°57'25"E a distance of 24.00 feet; Thence S87°02'35"W a distance of 24.00 feet to the point of beginning. Containing 338 square feet.

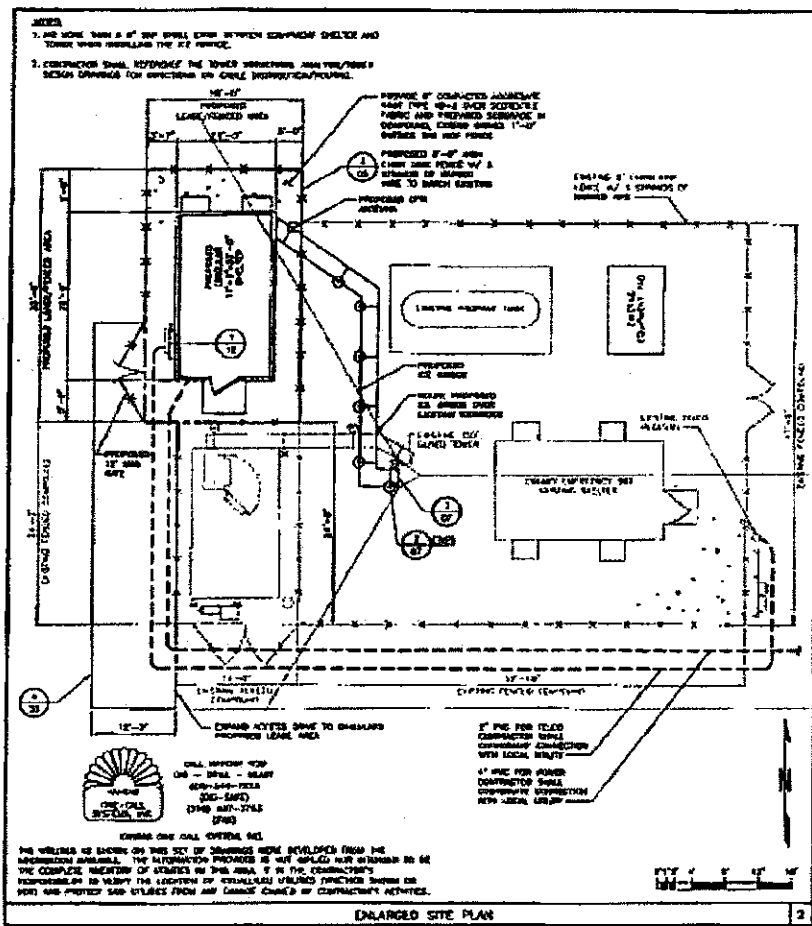
ACCESS & UTILITY EASEMENT DESCRIPTION

A Twenty feet (20') wide easement for ingress, egress and utility purposes crossing a part of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Twenty-five (25) South, Range One (1) East of the 8th P.M., Sedgewick County, Kansas, the easement being more particularly described as follows: Commencing at the Southwest corner of said SE/4, thence N89°21'20"E, along the South line of said SE/4, a distance of 1000.88 feet to the point of beginning; Thence N02°28'47"E a distance of 260.31 feet; Thence N01°40'00"E a distance of 241.87 feet; Thence N03°21'28"E a distance of 138.79 feet; Thence N11°38'08"W a distance of 138.82 feet; Thence N33°30'44"W a distance of 79.08 feet; Thence N82°14'36"W a distance of 50.31 feet; Thence N84°56'18"W a distance of 26.58 feet; Thence S87°02'35"W a distance of 170.87 feet to an ending point, said point being 10.00 feet S22°57'25"E of the Southwest corner of the above described lease area. Containing of 1168.73 linear feet.

EXHIBIT B

DESCRIPTION OF PREMISES

An approximately 18' x 30' tract of land, together with tower space at 170' Above Ground Level for Tenant's antenna equipment, easements for ingress, egress and utilities and depicted as follows:



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Grantee.
2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

4042-9

Site Name: _____
Site No: _____

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (the "Agreement"), made this 11th day of October, 2006, by and between Sedgwick County, Kansas, having a mailing address of 525 North Main, Ste. 320, Wichita, KS 67203 (the "LANDLORD"), and Pixius Communications, LLC, a limited liability company, its successors and assigns (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located at 1200 E. 77th St. North, Wichita, KS in Sedgwick County, State of Kansas (the "Tower Site"), on which there is located a tower owned by LANDLORD (the "Tower"), and TENANT desires to lease a portion of such real property containing approximately 336 square feet (the "Leased Parcel"), together with certain positions on the Tower more fully described below and a right-of-way thereto as hereinafter described (the Leased Parcel, such positions on the Tower and such right of way being hereinafter called the "Leased Property"). The Tower Site is more particularly described on Exhibit "A" attached hereto. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

LEASE AGREEMENT

1. **Lease of Leased Property.** LANDLORD hereby leases to TENANT the Leased Property, which includes (without limitation) (i) the Leased Parcel described above, (ii) certain positions on the Tower as described below, and (iii) the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under, or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as East 77th Street, to the Leased Parcel, as such right-of-way is shown on Exhibit "B" hereto. TENANT shall have the right to install utilities, at TENANT's expense, and to improve present utilities on the Leased Property (including but not limited to the installation of emergency power generators). LANDLORD shall cooperate with TENANT in its effort to obtain utility services along the aforementioned right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable or unwilling to use the aforementioned right of way LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the public utility at no cost to TENANT. TENANT will be solely responsible for paying on a regular basis all utilities charges for electricity, telephone service or any other utility used or consumed by TENANT on the Leased Property.

Site Name: _____

Site No: _____

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning sixty (60) days after signing this Agreement or on the date on which TENANT commences construction of its Communications Facility at the Leased Property, whichever occurs first, (the "**Commencement Date**"), at an annual rental of Six Thousand Dollars (\$6,000.00), for the first two (2) Access Points, two (2) Backhaul antennas and one (1) CAT 5 and one (1) power cable lines together with one (1) shelter, to be paid in equal monthly installments of 500.00 Dollars (\$500.00) on the first day of each calendar month during the term hereof, in advance, to LANDLORD or to such other person, firm or place as LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment due date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** Tenant shall have the option to extend the term of the Agreement for four (4) additional five (5) year periods, provided Tenant is not otherwise in default under this Agreement or the Agreement has not otherwise been terminated, and Landlord has not provided written notice to Tenant at least sixty (60) days prior to the end of the then current term that Landlord needs the Leased Property for some governmental or public purpose, provided that no termination by Landlord shall be permitted if the intent is to lease the Premises to another telecommunications provider. Each option for an extended term shall be deemed automatically exercised without notice by Tenant to Landlord of its intention to exercise such option. If Tenant gives Landlord written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

Extended Term	Annual Rental	Monthly Installment
1st	\$6,180.00	\$515.00
2nd	\$6,365.40	\$530.45
3rd	\$6,556.36	\$546.36
4th	\$6,753.05	\$562.75

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

Site Name: _____

Site No: _____

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental installments during such annual terms shall be increased by three percent (3%) over the rental paid for the preceding year and shall be effective on the anniversary of the Commencement Date.

6. **Use.**

(a) TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility (as described in Section 6(b)(i), (ii), and (iii) below) and any and all uses incidental thereto, which may also include a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Parcel or any portion thereof (collectively, the "**Communications Facility**"). TENANT shall be allowed from time to time, at TENANT's expense, to replace any of its antennas, equipment, improvements, or other appurtenances at the Leased Property with like items of similar physical characteristics. LANDLORD grants TENANT the right to use such portions of LANDLORD's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), as are reasonably required during construction, installation, maintenance, and operation of the Communications Facility, and shall be responsible for repairing any damage it causes to LANDLORD'S property. TENANT shall maintain the Leased Property in a reasonable condition and shall be solely responsible for the repair and maintenance of all of TENANT's improvements on the Leased Property, excluding repair and maintenance due to the willful misconduct or negligence of LANDLORD, its employees, agents, contractors, licensees, or tenants (other than TENANT).

(b) The Leased Parcel and positions on the Tower shall be used for, and LANDLORD agrees that TENANT is authorized to perform, the construction, installation, maintenance and operation, all at TENANT's sole expense, of the following improvements, radio, microwave or other wireless communications equipment, antennas and other associated transmission lines and equipment:

(i) Wireless antenna systems and associated equipment to be mounted on the Tower and in the 335' - 345' foot range on the Tower, as more specifically described in the attached Exhibit "C" of this Agreement.

Site Name: _____

Site No: _____

(ii) An equipment shelter not to exceed twelve feet by twenty feet (12' X 20') to be located on the Leased Parcel; and

(iii) Flexible coaxial transmission line(s) between the Tower and TENANT's equipment located in the equipment shelter.

(c) Any future location of additional antenna on the Tower must be covered by a separate agreement between the parties, or an addendum or amendment to this Agreement;

7. **Governmental Approvals.** TENANT's ability to use the Leased Property is contingent upon its obtaining and maintaining in effect all certificates, permits, licenses and other approvals that may be required by any governmental authorities. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect such certificates, permits, licenses and other approvals. In furtherance thereof, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to, not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or any structural analyses, subsurface boring tests, environmental inspections, radio frequency tests, or other investigations are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD, and TENANT shall send a copy of any such analysis, test, inspection, or report to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Interference.**

(a) LANDLORD acknowledges and agrees that it will not permit the installation of any additional antennas or equipment on the Tower or at the Tower Site, or the

Site Name: _____

Site No: _____

relocation of any existing antennas or equipment installed on the Tower or at the Tower Site, if such installation or relocation would adversely affect TENANT's space on the Tower or TENANT's operation, use or enjoyment of its Communications Facility, taking into account customary and commercially reasonable practices for multi-tenant wireless communication sites and towers thereon.

(b) LANDLORD shall not, and shall not permit any licensee, tenant, subtenant or other user of the Tower (collectively, other than Tenant, "**Other Tenants**"), to (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of TENANT's Communications Facility or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of TENANT's Communications Facility.

(c) In the event of any interference occurring at the Tower Site as a result of any actions of LANDLORD or any Other Tenants described in Section 8(b) above, LANDLORD shall be responsible for coordinating and resolving any such interference problems caused by LANDLORD or such Other Tenants, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from TENANT. If the interference cannot be corrected or eliminated within such 48-hour period, LANDLORD shall cause any of LANDLORD's or its Other Tenants' communications equipment that interferes with the operation of TENANT's Communications Facility or TENANT's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by TENANT in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of TENANT's Communications Facility shall be turned off. If LANDLORD or any such Other Tenant cannot correct or eliminate, to the satisfaction of TENANT, such interference within twenty (20) days of receipt of written notice from TENANT, LANDLORD shall or shall cause such Other Tenant to cease the operations of the objectionable communications equipment and to stop providing services from the Tower Site until the interference problems are resolved; provided, however, that if LANDLORD does not timely cease or cause such Other Tenant to cease such operations, TENANT may elect to terminate this Agreement by written notice to LANDLORD.

(d) TENANT shall not install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of LANDLORD's existing or any Other Tenant's existing communications equipment installed at the Tower Site or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices.

Site Name: _____

Site No: _____

(e) In the event of any interference occurring at the Tower Site as a result of any actions of TENANT described in Section 8(d) above, TENANT shall be responsible for coordinating and resolving any such interference problems caused by TENANT, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from LANDLORD. If the interference cannot be corrected or eliminated within such 48-hour period, TENANT shall cause any of TENANT's communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment or their authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by LANDLORD in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment shall be turned off. If TENANT cannot correct or eliminate, to the satisfaction of LANDLORD, such interference within twenty (20) days of receipt of written notice from LANDLORD, TENANT shall cease the operations of the objectionable communications equipment and stop providing services from its Communications Facility until the interference problems are resolved. If TENANT determines that such interference cannot be corrected or eliminated by commercially reasonable measures, then either LANDLORD or TENANT may elect to terminate this Agreement by written notice to the other.

(f) As used herein, "Laws" means all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities (including, without limitation, the Federal Communications Commission) construing any of the foregoing.

9. Maintenance and Repair.

(a) LANDLORD represents and warrants that its operation of the Tower and the Tower Site (exclusive of TENANT's Communications Facility), including the lighting systems, 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 ("FCC"), Federal Aviation Administration ("FAA") and all applicable local codes and regulations. Specifically, LANDLORD has complied with all tower registration, marking, and lighting requirements of the FCC and FAA. LANDLORD shall maintain the Tower and Tower Site, including the lighting systems and LANDLORD's antennas, transmission lines, equipment and buildings, in good operating condition. TENANT is solely responsible for the licensing, operation and maintenance of TENANT's Communication Facility, including, without limitation, compliance with any terms of its FCC license.

Site Name: _____

Site No: _____

(b) The costs of maintaining the Tower and the Tower Site (exclusive of TENANT's Communication Facility) shall be borne by LANDLORD.

10. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against TENANT's facilities or the improvements constructed by TENANT on the Leased Property. Taxes are not to be considered as additional rent, but rather as reimbursement to LANDLORD and to be separately billed. TENANT shall pay for any documented increase in ad valorem real estate taxes levied against the Leased Property which are directly attributable to the improvements constructed by TENANT on the Leased Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. LANDLORD hereby agrees that if the taxes which are levied against LANDLORD and TENANT's improvements on LANDLORD's property are incorrectly assessed, TENANT maintains the right to appeal the tax assessment to the appropriate governmental authority, which appeal shall be paid for by TENANT. Should the State in which the Leased Property is located offer an early payment tax incentive, LANDLORD hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow for TENANT to take advantage of any offered incentives. LANDLORD shall furnish TENANT within thirty (30) days of receipt by LANDLORD or LANDLORD's representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Property. LANDLORD'S ability to bill TENANT for said taxes is limited to the current year tax billing in question. In no event will LANDLORD have the ability to bill for pro-rata share or estimates of taxes on future tax billings.

11. **Insurance.** Subject to Section 12 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy. Tenant shall deliver a certificate of insurance to the Office of Sedgwick County Facility Project Services for approval, prior to the execution of this Agreement. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after LANDLORD receives notice of such change by registered mail.

Site Name: _____

Site No: _____

12. **Self-Insurance.** Tenant shall have the right to self-insure with respect to any of the above insurance requirements, provided Tenant has assets in excess of \$50 Million Dollars.

13. **Indemnification.**

(a) To the extent permitted by law, TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by TENANT or its employees, agents or contractors, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees, agents, contractors, licensees, or tenants (other than TENANT).

(b) To the extent permitted by law, LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by LANDLORD or its employees, agents, or contractors, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees, agents or contractors.

14. **Sale of Leased Property.** If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell, subdivide or rezone any of the Leased Property, the Tower or all or any part of LANDLORD'S Surrounding Property, to a purchaser other than TENANT, LANDLORD shall promptly notify TENANT in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and TENANT'S rights hereunder. LANDLORD shall not initiate or consent to any change in the zoning of the Leased Property or LANDLORD'S Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement. LANDLORD agrees not to sell, lease or use any areas of LANDLORD'S Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with TENANT'S facilities or communications equipment as determined by radio propagation tests performed by TENANT in its sole discretion, any such testing to be at the expense of LANDLORD or LANDLORD'S prospective purchaser, and not TENANT. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LANDLORD shall be prohibited from selling, leasing or using any areas of LANDLORD'S Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. LANDLORD shall not be prohibited from the selling, leasing or use of any of LANDLORD'S Surrounding Property for non-wireless communication use. The

Site Name: _____

Site No: _____

provisions of this Section 14 shall in no way limit or impair the obligations of LANDLORD under Section 8 above.

15. **Quiet Enjoyment.** LANDLORD warrants and represents that (i) LANDLORD holds good and marketable title to the Leased Property; (ii) LANDLORD has the full power and authority to enter into and perform this Agreement, (iii) the person executing this Agreement on behalf of LANDLORD is duly authorized and empowered to enter into this Agreement on behalf of LANDLORD, and (iv) execution and performance of this Agreement will not cause a breach or event of default under any other agreement to which LANDLORD is a party. LANDLORD further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Leased Property, and no restrictive covenants, servitudes, easements, licenses, rights of use or other encumbrances on the Leased Property that would interfere with or actually or constructively prevent TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to TENANT by virtue of this Agreement. LANDLORD shall indemnify TENANT from and against any loss, cost, expense or damage, including attorneys fees, associated with a breach of the foregoing representations, warranties, and covenants. TENANT shall not be deemed to have abandoned the Leased Property, although TENANT may cease using the Communications Facility for a period of time, so long as TENANT has prepaid or continues to pay all rental payable hereunder for such period.

16. **Assignment.** This Agreement may be sold, assigned, subleased, or transferred at any time by TENANT to any Affiliate of TENANT, or to any entity with or into which TENANT is merged or consolidated, or to any entity resulting from a reorganization of TENANT or its Affiliates. Otherwise, this Agreement may not be sold, assigned, subleased, or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned, or delayed.

17. **Condemnation.** If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall terminate and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this Section 17 shall be construed to limit or adversely affect TENANT's right to seek an award of compensation from any public authority that is seeking condemnation proceeding for the taking

Site Name: _____

Site No: _____

of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property, or for TENANT's moving, relocation, and other business dislocation expenses.

18. Casualty.

(a) If TENANT's Communications Facility or improvements are damaged or destroyed, in whole or in part, by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT, and TENANT may terminate this Agreement by giving written notice to LANDLORD. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and LANDLORD and TENANT shall have no other further obligations to each other hereunder, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In the event the Tower (excluding any damage the repair of which is required to be completed by tenants of the Tower) is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement thereof (whether or not the Leased Property is damaged) and such damage (i) occurs during the last two years of the Term (taking into account any extensions of the Term by TENANT in accordance with the terms of this Agreement), or (ii) in the reasonable judgment of LANDLORD, cannot reasonably be repaired or restored within a period of one hundred and eighty (180) days following commencement of such repair or restoration using standard working methods and procedures, or (iii) is not, or would not have been, covered by a standard fire and extended coverage insurance policy, or (iv) is compensable with insurance proceeds all or a significant portion of which is required to be paid to LANDLORD'S mortgagee in reduction of the indebtedness secured by any Mortgage encumbering the Tower or Tower Site, LANDLORD shall have the right and option, in its sole discretion, to terminate this Agreement upon the delivery of notice thereof to TENANT within ninety (90) days after the occurrence of such damage or destruction. If such notice is given, LANDLORD agrees to use its reasonable efforts to permit TENANT to place temporary transmission facilities at an alternative location acceptable to TENANT until such time as TENANT is able to secure a replacement transmission location for the Leased Property. LANDLORD further agrees to consider allowing TENANT to build a 165 foot tower on the Tower Site as a replacement location. If LANDLORD elects to rebuild the Tower, LANDLORD shall use its reasonable efforts to permit TENANT to place temporary transmission facilities at an alternative location acceptable to TENANT until such time as the rebuilding is completed. LESSEE's rental payments shall be abated during the period, and to the extent, that LESSEE's use of its Communications Facility is impaired. In any case, TENANT agrees that it will use its reasonable efforts to avoid interfering with LANDLORD's efforts to rebuild the Tower. If, for any reason, LANDLORD does not complete the rebuilding within two hundred and seventy (270) days after the occurrence of such damage or destruction, TENANT shall have the right and

Site Name: _____

Site No: _____

option, in its sole discretion, to terminate this Agreement upon the delivery of notice thereof to LANDLORD.

19. **Subordination.** LANDLORD shall use its best efforts to obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "**Mortgage**"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and effect and TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this Section 19. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, LANDLORD, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to TENANT a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

20. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Leased Property. LANDLORD shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining such requested documentation as may be required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any Non-Disturbance Agreement required in Section 19 of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

21. **Hazardous Substances.** LANDLORD warrants, represents and agrees that (i) neither LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased Property, and (ii) LANDLORD will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials in, on, or under the Tower Site in violation of any law or regulation. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT agrees that it will not use, generate, store or dispose of any Hazardous Materials in, on, or under the Leased

Site Name: _____

Site No: _____

Property in violation of any law or regulation. TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 21. This Agreement shall, in addition to any other right or remedy available hereunder or at law or equity, at the option of TENANT, terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Leased Property or LANDLORD's Surrounding Property through no fault of TENANT after TENANT takes possession of the Leased Property, and TENANT shall be entitled to a refund of all the consideration paid in advance to LANDLORD under this Agreement.

22. Opportunity to Cure.

(a) If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice specifying the nature of the failure and provide TENANT with a thirty (30) day period following TENANT's receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period following TENANT's receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time following TENANT's receipt of notice to cure the failure, provided that TENANT promptly commences curing the failure after receipt of the notice and prosecutes the cure to completion with due diligence.

(b) In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after receipt of written notice from TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse

Site Name: _____

Site No: _____

TENANT therefor, and TENANT may set off from rent or other amounts due hereunder any reasonable amount expended by TENANT as a result of such default.

23. **Waiver of Incidental and Consequential Damages.** In no event will the parties to this Agreement be liable to each other, or to any third party claiming through or on behalf of LANDLORD or TENANT, for any indirect, special, incidental or consequential damages, including without limitation, lost profits or revenues arising from breach of this Agreement or otherwise.

24. **Notices.** Except as otherwise provided herein, any notices or demands which are required by law or provided under the terms of this Agreement shall be given or made by LANDLORD or TENANT in writing and shall be given by hand delivery, or sent via certified or registered mail, with postage prepaid and return receipt requested, or by a national overnight receipted delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar couriers delivery services), and addressed to the respective parties set forth below. Such notices shall be deemed to have been given when delivered. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LANDLORD:

Sedgwick County Project Services
Attn: Manager, Lease Notification
538 N. Main
Wichita, KS 67203

With a copy to:

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

And a copy to:

Sedgwick County Division of Information & Operations
Attn: Contract Notification
Sedgwick County Courthouse
538 N. Main, 2nd Floor
Wichita, KS 67203

Site Name: _____

Site No: _____

If to TENANT:

Pixius Communications, LLC
Attn: Tower Lease Mgr.
1634 E. Central Ave.
Wichita, KS 67214

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

25. **Termination.**

(a) Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT may, in its sole and absolute discretion, have the right to terminate this Agreement with ninety (90) days prior written notice to LANDLORD. In the event TENANT terminates this Agreement, TENANT shall pay to LANDLORD a lump sum payment in an amount equal to six (6) months rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate that is in effect at the time of termination. At termination, TENANT shall execute upon the request of LANDLORD a written cancellation of this Agreement vacating the Leased Property in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and not in limitation of any other provisions of this Agreement, both parties shall have the right, exercisable by at least ten (10) days prior written notice thereof to the other party, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if the other party shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after the non-breaching party gives the other party written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if the other party shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by the other party of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by the other party to or acquiescence in the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of the other party, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by the other party; or

Site Name: _____

Site No: _____

(iii) as otherwise provided in this Agreement.

26. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. Furthermore, all improvements constructed or installed by TENANT shall be removable by TENANT at the expiration or earlier termination of this Agreement, provided TENANT shall not at such time be in default under any covenant or agreement contained in this Agreement. TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT and restore the Leased Property to substantially the same condition as received, reasonable wear and tear and damage by insured casualty excepted. TENANT shall not be required to remove any foundations, driveways, or underground cables or wires. If such removal causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

27. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LANDLORD or TENANT.

28. **Contractual Limitations Period.** No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

29. **RF Emissions.**

(a) TENANT shall have the right to place electromagnetic energy warning signs on or about the Leased Property and proximate to its Communications Facility and equipment and to restrict access to its Communications Facility so long as such warning signs are in compliance with applicable law.

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Site No: _____

(b) LANDLORD shall and shall require each Other Tenant to operate their respective equipment in compliance with all laws and regulations governing radio frequency energy emissions (the "**RF Emissions Regulations**"). LANDLORD agrees that it shall, and shall require all potential or actual Other Tenants that locate and operate transmitting equipment at the Tower Site to agree that if the Tower Site fails to meet the RF Emissions Regulations, or would fail by the addition or modification of the equipment at the Tower Site, to comply with the RF Emissions Regulations at any time during the term of this Agreement, then the existing or prospective Other Tenant at the Tower Site causing or who would cause such failure, shall promptly take commercially reasonable steps to bring the Tower Site into compliance, including preparation and filing of any required environmental assessments and modifications of its equipment.

30. **Security Interest.** It is the express intent of the parties to this Agreement that LANDLORD have no lien or security interest whatsoever in any personal property of TENANT, and, to the extent that any applicable statute, code, or law grants LANDLORD any lien or security interest, LANDLORD hereby expressly waives any rights thereto.

31. **Brokers/Agents.** LANDLORD and TENANT warrant to each other that they were represented in this transaction by _____ and _____, respectively, and by no other real estate brokerage firms, agents or other intermediaries. Additionally, the parties warrant and covenant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker, agent or other intermediary claiming to have represented the indemnifying party in this transaction.

32. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Kansas, without regard to its conflicts of laws provisions.

33. **Attorney's Fees.** In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

34. **Memorandum of Agreement.** At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

Site Name: _____

Site No: _____

35. **Surveys.** LANDLORD hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the Leased Property on the survey obtained by TENANT shall then be added to and incorporated into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

36. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

37. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

38. **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

39. **Cash Basis and Budget Laws.** The right of the Landlord to enter into this Agreement is subject to the provisions of the Cash Basis Law (Kansas Statutes Annotated 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Landlord shall at all times stay in conformity with such laws, and as a condition of this Agreement the Landlord reserves the right, upon written notice to TENANT, to modify this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas, provided that in such event TENANT shall have the right to terminate the Agreement in the event such modifications are unacceptable to TENANT in its reasonable discretion. In signing this Agreement, Landlord represents that this Agreement has been reviewed by its legal counsel, and it is counsel's opinion that the Agreement does not violate such laws at the present time.

Site Name: _____
Site No: _____

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

"TENANT"

PIXIUS COMMUNICATIONS, LLC

By: [Signature]

Title: MANAGING MEMBER

Date: 9-12-06

"LANDLORD"

SEDGWICK COUNTY, KANSAS

By: [Signature]

Ben Sciortino, Chairman

Date: 10-11-06

ATTEST:

[Signature]

Don Brace, County Clerk

APPROVED AS TO FORM ONLY:

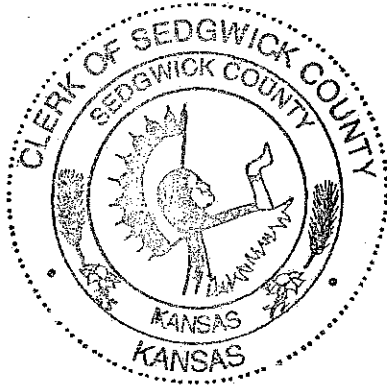
[Signature]

Aaron T. Blase 9/19/06
Assistant County Counselor

REVIEWED BY PROJECT SERVICES:

[Signature], 9/20/06

Stephanie Knebel, Manager



Site Name: _____

Site No: _____

NOTARY ATTESTATION FOR TENANT

STATE OF Kansas
COUNTY OF Sedgewick

Before me, Koni Foster the undersigned, a Notary Public for the State, personally appeared Jay Maxwell, who is the CEO (title) of Pixius Communications, LLC; is 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 12th day of September, 2006.

Signature

Koni Foster

NOTARY SEAL



My commission expires:

7/24/2010

Site Name: _____

Site No: _____

EXHIBIT "A"

Description of Tower Site

TOWER SITE DESCRIPTION:

Lot 1, Block A and Reserve A, Coliseum Park II, Sedgwick County, Kansas, EXCEPT A portion of said Lot 1, Block A described as follows: Beginning at the Northeast corner of said Lot 1, Block A; thence N 89°35'59" W a distance of 1491.50 feet along the North line of said Lot 1; thence S 00°35'00" W a distance of 1179.06 feet to the South Line of said Lot 1; thence S 89°25'00" E a distance of 1396.97 feet to the Southeast corner of said Lot 1; thence N 00°30'10" E a distance of 142.13 feet along the East line of said Lot 1; thence N 09°07'47" E a distance of 100.00 feet along the East line of said Lot 1; thence N 07°05'23" E a distance of 232.36 feet along the East line of said Lot 1; thence N 06°00'10" E a distance of 316.42 feet along the East line of said Lot 1; thence N 03°59'35" E a distance of 397.65 feet to the Point of Beginning.

Site Name: _____

Site No: _____

EXHIBIT "B"

Description of Leased Property

The Leased Property consists of an approximately 336 square foot tract of land ("Leased Parcel"), together with easements for ingress, egress and utilities depicted as follows:

LEASED PARCEL DESCRIPTION:

A proposed lease area lying in and being a part of the Tower Site as described in Exhibit "A," located in the South Half of the Southeast Quarter of Section 33, Township 25 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas, described as follows: Commencing at the Southwest Corner of the Southeast Quarter of said Section 33; thence N 89°20'57" E along the South line of said Southeast Quarter a distance of 699.19 feet; thence N 00°39'03" W perpendicular to said South line a distance of 1000.40 feet to the Point of Beginning; thence N 02°55'47" W a distance of 24.00 feet; thence N 87°04'13" E a distance of 14.00 feet; thence S 02°55'47" E a distance of 24.00 feet; thence S 87°04'13" W a distance of 14.00 feet to the Point of Beginning, containing 336 square feet. (SEE DIAGRAM ATTACHED AS EXHIBIT "D")

ACCESS & UTILITY EASEMENT DESCRIPTION:

A 20' wide Easement for Ingress-Egress and Utility purposes crossing a portion of the Tower Site as described in Exhibit "A," located in the South Half of the Southeast Quarter of Section 33, Township 25 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas, the centerline described as follows: Commencing at the Southwest Corner of the Southeast Quarter of said Section 33; thence N 89°20'57" E along the South line of said Southeast Quarter a distance of 927.50 feet to the Point of Beginning; thence N 01°34' 04" E along the centerline of an existing gravel drive a distance of 560.15 feet; thence N 03°21'49" E a distance of 152.50 feet; thence Northwesterly on a non-tangent curve to the left a distance of 141.66 feet, radius of 353.74 feet, delta of 22°56'41", chord length of 140.71 feet at N 07°41'14" W; thence N 24°25'15" W a distance of 37.12 feet; thence Northwesterly on a non-tangent curve to the left a distance of 136.66 feet, radius of 179.85 feet, delta of 43°32'07", chord length of 133.39 feet at N 45°02'07" W; thence N 66°48'10" W a distance of 33.95 feet; thence S 87°04'13" W a distance of 103.80 feet to an ending point, said point being 10.00 feet S 02°55'47" E of the above described lease area. Consisting of 1165.84 linear feet. (SEE DIAGRAM ATTACHED AS EXHIBIT "E")

Notes:

1. This Exhibit may be supplemented by a land survey of the Leased Property once it is received by Tenant.
2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.
3. The positions on the tower leased by Tenant are specifically described in the attached Exhibit "C".

Site Name: _____

Site No: _____

EXHIBIT "C"

Description of Tenant's Communications Equipment

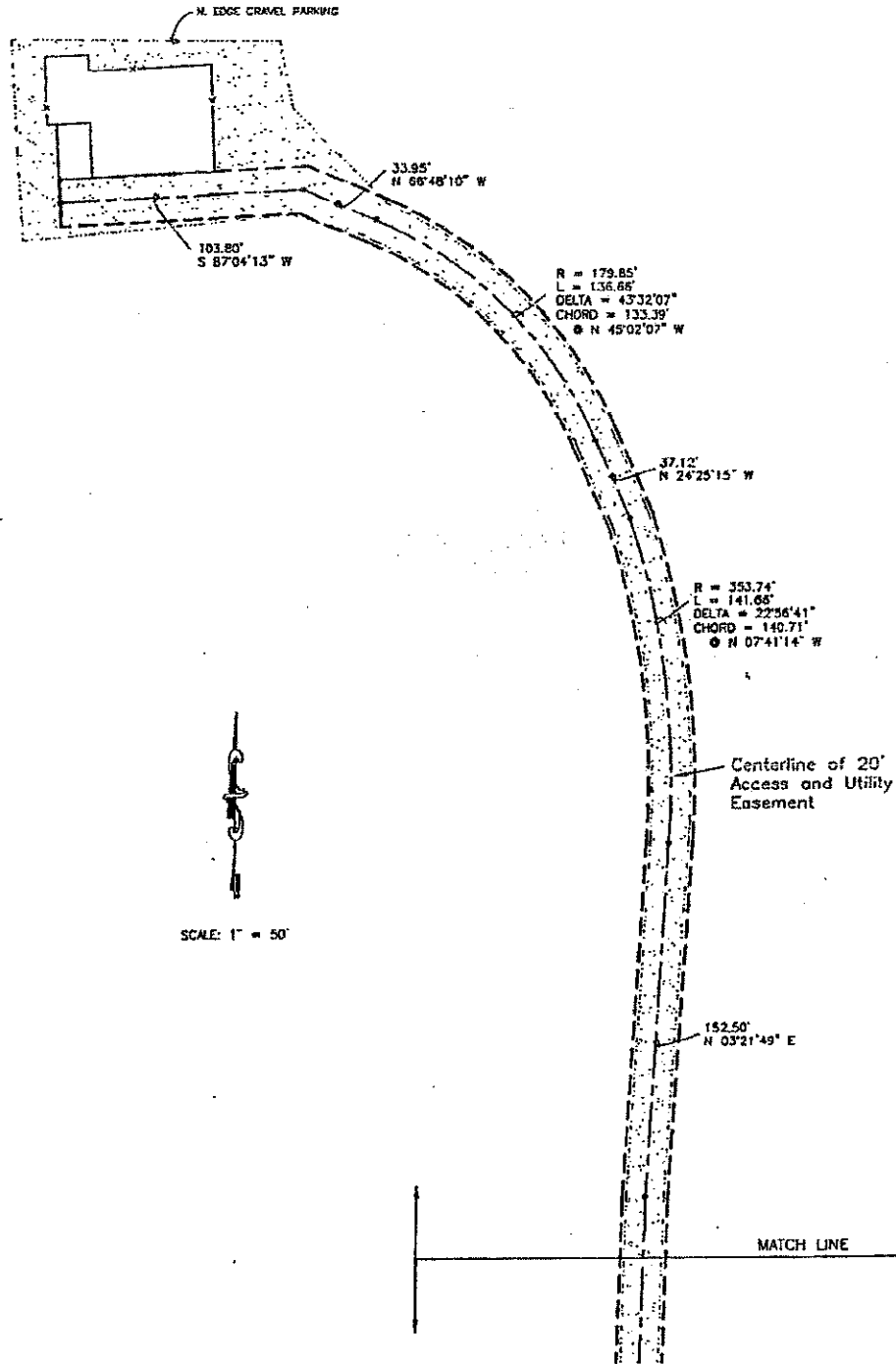
	Antenna 1	Antenna 2	Antenna 3
Type	Access Point	Access Point	Backhaul
Quantity	six (6)	six (6)	One (1)
Weight	13.5 lbs each	1.0 lbs 11.75"	69lbs
Dimensions	L19.5", W12", D4.75" each	H x 3.4" W x 3.4" D	Dia 48.5" D30.5"
Mount Height	335'	335'	335'
Line Diameter	n/a	n/a	n/a
# Lines/Antenna	n/a	n/a	n/a
Type of Service	Broadband Internet	Broadband Internet	Broadband Internet
Tx Frequency	902-928 MHz	5.725-5.850 GHz	5.725-5.850 GHz
Rx Frequency	902-928 MHz	5.725-5.850 GHz	5.725-5.850 GHz
Tx Output Power	250 mW	200mW	200mW
ERP	36dBm EIRP	32.8 dBm EIRP	45.3 dBm EIRP
Will NOT use Lessor Building			
Power Req.	one (1) 120 Volt AC, 20 AMP circuit consuming 300 WATTS to UPS		
Equip on ground	Yes, located on the ground near the tower will be a Alpha Novus II Outdoor UPS approximately 4' high and 8" square.		
Add'l information:	The only cable on the tower is a power cable from the Alpha Novus to the CMM. We use one (1) AFC Cable Systems 12-2 Sunlight Resistant Jacketed		
	Type MC Cable, Part Number 2304-60-00 which is strapped to the side of the tower. The cable weighs 280' per 1,000' with an outside diameter of 0.625 inches.		

Site Name: _____

Site No: _____

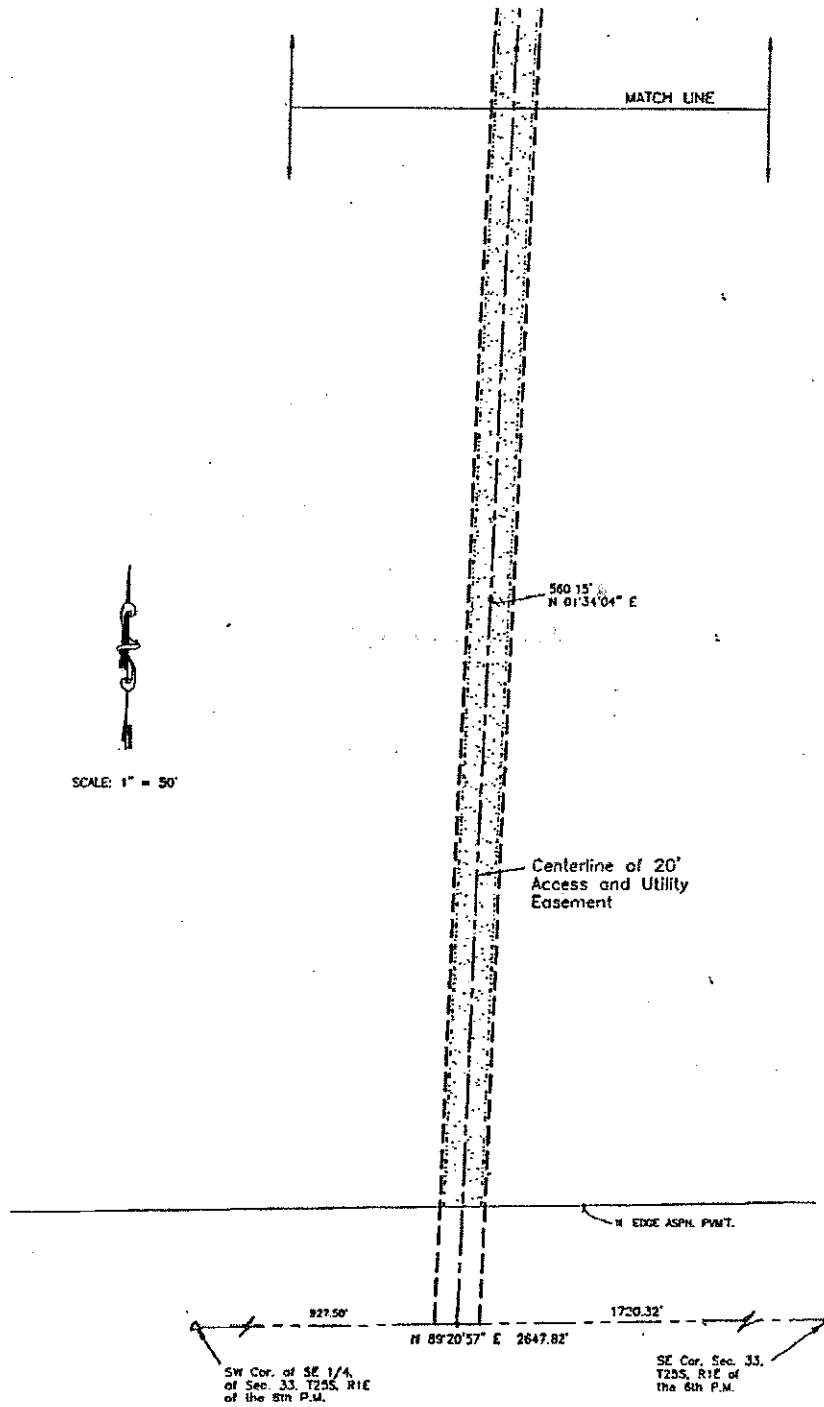
EXHIBIT "D"

Diagram of Leased Parcel



Site Name: _____

Site No: _____

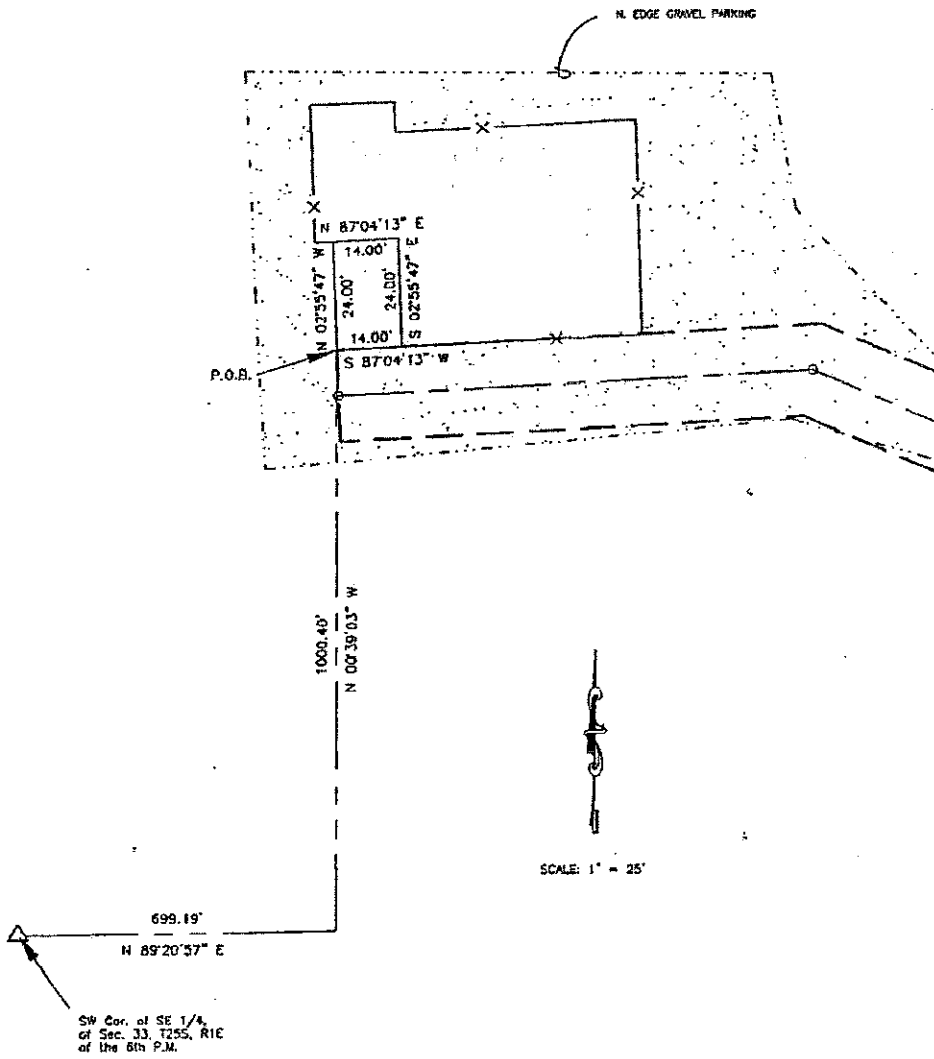


Site Name: _____

Site No: _____

EXHIBIT "E"

Diagram of Access & Utility Easements



MODIFICATION AND TERMINATION OF TOWER LEASE

THIS MODIFICATION AND TERMINATION OF TOWER LEASE (the "Termination"), is made this ____ day of October, 2012, between Sedgwick County, Kansas ("Landlord"), and Pixius Communications, LLC ("Tenant").

WHEREAS, Landlord and Tenant entered into a Tower Lease Agreement dated October 11, 2006, since renewed, and

WHEREAS, the parties agreed that agreement could be terminated as otherwise provided in the agreement, and

WHEREAS, the agreement provided it could be modified by written modification executed by both parties, and

WHEREAS, Landlord has entered into a Purchase and Sale Agreement with Tenant whereby Landlord is conveying fee title of the tower and property where it is located to Tenant,

NOW THEREFORE, Landlord and Tenant agree to modify and terminate the existing tower lease effective as of the date of closing of the real estate purchase transaction.


TENANT

LANDLORD

PIXIUS COMMUNICATIONS, LLC

SEDGWICK COUNTY

By:


Jay Maxwell, Managing Member

By:

Tim R. Norton, Chairman
Sedgwick County Board of
County Commissioners,
Second District


ATTEST:

By:

Kelly B. Arnold
County Clerk

APPROVED AS TO FORM:

By:



Robert W. Parnacott
Assistant County
Counselor