

## THE FIRST AMENDMENT TO MULTI-CARRIER IN-BUILDING NEUTRAL HOST LEASE AGREEMENT

THIS FIRST AMENDMENT TO MULTI-CARRIER IN-BUILDING NEUTRAL HOST LEASE AGREEMENT (the "***Amendment***"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Sedgwick County, Kansas, a Kansas municipal corporation ("***Landlord***") and SpectraSite Communications, LLC a Delaware limited liability company ("***Tenant***") (collectively referred to as "***Parties***").

### RECITALS

- A. This Amendment pertains to that certain Multi-Carrier In-Building Neutral Host Lease Agreement dated December 6, 2010, between SMG, a Pennsylvania general partnership and Tenant, together with all exhibits, schedules and addenda thereto (collectively, the "***Lease***") for the lease of that certain premises known as Intrust Bank Arena, located at 500 E. Waterman, Wichita, Kansas 67202, Sedgwick County.
- B. Landlord has engaged SMG as its property manager ("SMG") as memorialized in a management agreement, dated December 1, 2007.
- C. Parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

- 1. **Recitals**. The forgoing recitals are incorporated herewith as if fully set forth herein.
- 2. **Landlord**. Section 1(a) of the Lease is hereby deleted in its entirety and replaced with the following:

Sedgwick County, Kansas

- 3. **Landlord's Notice Address**. Section 1(b) of the Lease is hereby deleted in its entirety and replaced with the following:

Sedgwick County Manager's Office  
525 N. Main Street  
Wichita, KS 67203

- 4. **Commencement Date**. Section 1(j) of the Lease is hereby deleted in its entirety and replaced with the following provision, which is further memorialized in Exhibit C-1, which is attached hereto:

The Commencement Date shall be July 1, 2017.

- 5. **Percentage Rent**. The following provision shall be added to the end of Section 1(o):

Any and all Percentage Rent owed by Tenant during any term of this Agreement, as set forth anywhere in this Agreement, shall be made payable and remitted to SMG at the Landlord's Payment Address pursuant to Section 1(c) of the Lease.

6. **Access Fee.** The following provision shall be added to the end Section 1(p):

Any Access Fee owed by Tenant during any term of this Agreement shall be made payable and remitted to SMG Landlord's Payment Address pursuant to Section 1(c) of the Lease.

7. **Interference.** Section 10(b) of the Lease is hereby deleted in its entirety and shall no longer be in force or effect.

8. **Termination by Landlord.** The following provision shall be included in the Lease as Section 16A:

Provided that no Landlord default exists, Landlord may terminate the Lease for any reason or no reason at all, as provided below:

Landlord shall provide written notice to Tenant that it intends to terminate the Lease. Within sixty (60) days of Landlord's notice, Tenant will send Landlord an invoice for the Termination Fee (as defined below) and Landlord will pay the invoice within thirty (30) days of receipt thereof, provided that the termination will not be effective until Tenant's receipt of the Termination Fee. The "***Termination Fee***" is the sum of the Unamortized Equipment Cost, the Aggregate Cost of Capital, the Premium and the Remaining Revenue. The "***Unamortized Equipment Cost***" is the sum of unamortized costs and expenses related to the design, construction, installation, or modification of the Equipment. The "***Aggregate Cost of Capital***" is the sum of the Annual Cost of Capital for each year of the lease term. The "***Annual Cost of Capital***" for any particular lease year is the product of 12.5% and the Unamortized Equipment Cost as measured on the first day of the lease year. The "***Premium***" is the sum of the Unamortized Equipment Cost and the Aggregate Cost of Capital, all multiplied by 15%. The "***Remaining Revenue***" is the net present value of the aggregate remainder of the revenue due to Tenant under each Carrier Contract, including available renewal terms, calculated using a discount rate of 4%.

9. **Exhibit A.** Exhibit A of the Lease is hereby deleted in its entirety and replaced with the Exhibit A-1, which is attached hereto.

10. **Exhibit C.** Exhibit C of the Lease is hereby deleted in its entirety and replaced with the Exhibit C-1, which is attached hereto.

11. **Continued Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

12. **Authority.** The Parties have the full power and authority to enter into and perform their obligations under the Lease and this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord and Tenant, have the authority to enter into and deliver this Amendment on behalf of Landlord and Tenant.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date aforesaid.

**LANDLORD:**

Sedgwick County, Kansas  
a Kansas municipal corporation

By: \_\_\_\_\_

Name: David M. Unruh

Title: Chairman, Board of County Commissioners

Date: \_\_\_\_\_

**TENANT:**

SpectraSite Communications, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Gerard Ainsztein

Title: Senior Vice President, Managed Networks

Date: 5/30/17

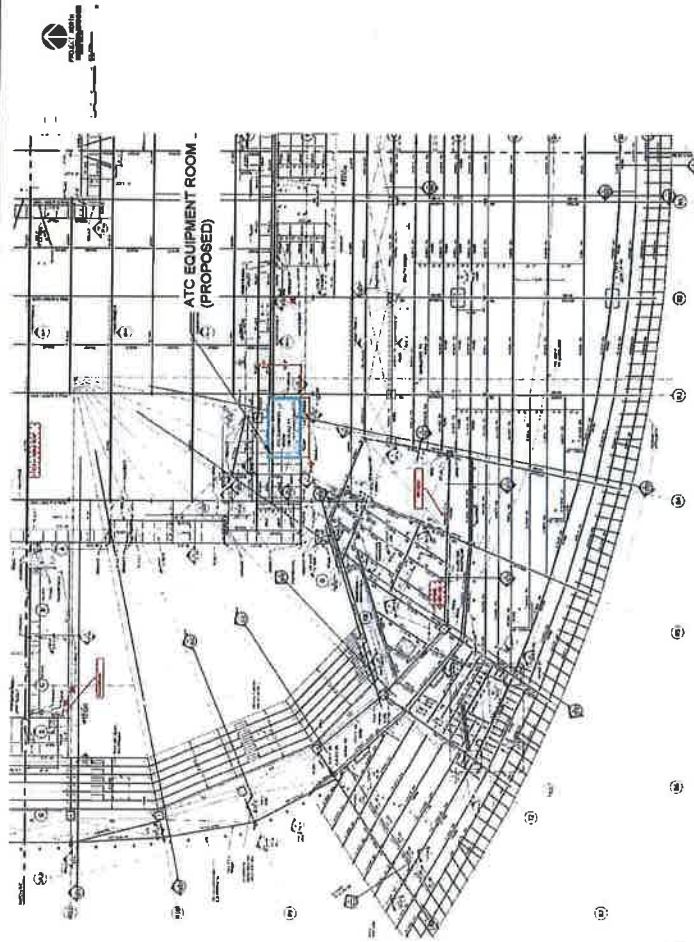
Approved As To Form

Misha C. Jacob-Warren

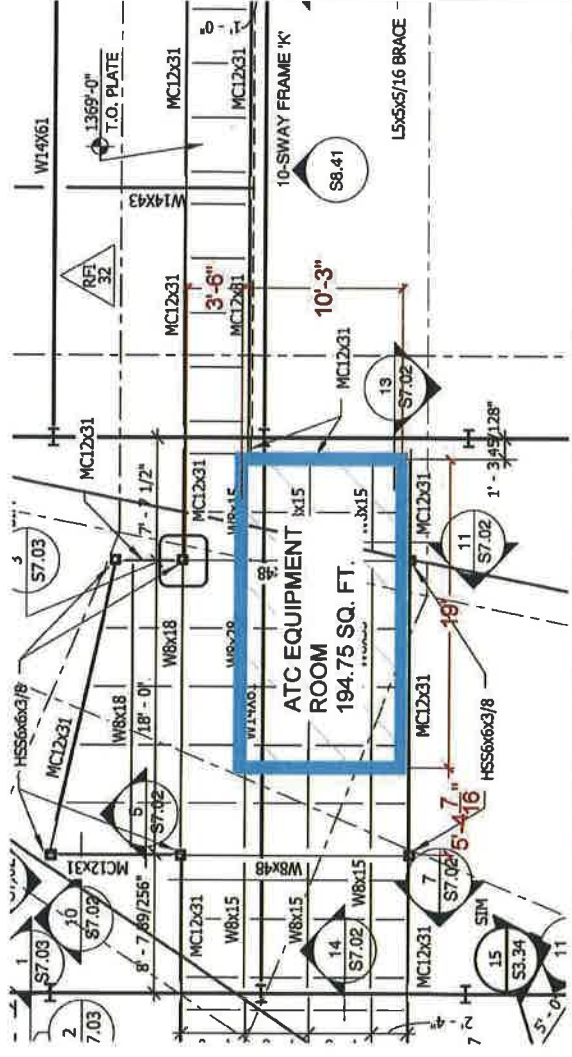
**EXHIBIT A-1**  
**DESCRIPTION OF INTERIOR SPACE**

# EQUIPMENT ROOM LOCATION:

CATWALK LEVEL OF FACILITY,  
SOUTHWEST CORNER



1 EQUIPMENT ROOM LOCATION



2 EQUIPMENT ROOM LAYOUT



SITE NUMBER:  
346194  
SITE NAME:  
INTRUST  
ARENA  
SITE ADDRESS:  
500 E. WATERMAN ST.  
WICHITA, KS 67202

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ISSUED FOR: LEASE EXHIBIT  
DRAWN BY: P. NORTHUP  
CHECKED BY: -  
DATE DRAWN: 03/02/2017

SHEET TITLE:  
EQUIPMENT ROOM  
LOCATION

SHEET NUMBER:  
LE-1  
REVISION NUMBER:  
-

**EXHIBIT C-1**  
**MEMORANDUM OF COMMENCEMENT DATE**

Attached to and forming a part of the Amendment dated \_\_\_\_\_, made by and between SEDGWICK COUNTY, KANSAS ("**Landlord**") and ATC INDOOR DAS LLC ("**Tenant**").

Pursuant to the Lease, the parties hereto desire to execute this memorandum to confirm certain issues.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Landlord and Tenant, each intending to be legally bound hereby, agree as follows:

1. The Commencement Date of the Lease is hereby agreed to be the 1st day of July, 2017.
2. The Expiration Date of the Initial Term of the Lease is hereby agreed to be the 31st day of July, 2022.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum in duplicate originals, dated as of \_\_\_\_\_, 2017.

LANDLORD:

**SEDGWICK COUNTY, KANSAS**

Approved As to Form

Nisha C. Jacob-Warren

By: \_\_\_\_\_

Authorized Agent/Signatory

TENANT:

**ATC INDOOR DAS LLC**

By: \_\_\_\_\_

Gerard Ainsztein  
Senior Vice President, Managed Networks