

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Overland Park, Kansas, a municipal corporation ("Lessor") and Sprint Spectrum L.P, a Delaware limited partnership ("Lessee"). Lessor and Lessee are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

### **I. Background**

- A. Lessor is possessed of fee simple title to certain property known as the Overland Park Convention Center (the "Center"), located at 6000 College Boulevard, Overland Park, Kansas. The Center is legally described on the attached Exhibit A.
- B. Lessee is a wireless communications provider that offers products and services for wireless communications.
- C. Lessee desires to construct a distributive antennae system and associated equipment, wiring, conduits and connections (collectively, the "DAS") as more fully described in this Lease on the Center property.
- D. Accordingly, the Parties are entering into this Lease on the terms and conditions set forth herein.

### **II. Terms**

In consideration of the mutual covenants contained in this Lease, the Parties agree as follows:

- A. Initial Construction; Leased Premises.
  - 1. Lessor leases to Lessee the Interior Space (as defined below), certain raceways and pathways within the Center for conduit and cabling to connect Lessee's Facilities (as defined below) with the DAS as more fully depicted on those certain plans attached hereto as Exhibit B (the "Initial Plans") (that portion of the Interior Space and such area of the roof, if applicable, collectively is referred to as the "Premises"). For purposes of this Lease, the "Interior Space" is defined as certain interior space in the Center measuring 18' x 10' to be occupied solely by Lessee and in which all of Lessee's Facilities will be located and maintained (excluding Lessee's GPS antenna, to be located on the roof of the Center, cabling, wiring and other attendant hardware connecting Lessee's GPS antenna to the remainder of Lessee's Facilities). The Interior Space is depicted in the Initial Plans. For purposes of this Agreement, the "Exterior Space" is all areas of the Premises except for the Interior Space.

For purposes of this Lease, "Lessee's Facilities" is defined as certain equipment shown or designated on the Initial Plans, together with (i) associated nodes, cables, wiring and miscellaneous hardware necessary to connect to the DAS, and (ii) Lessee's GPS antenna, if any are shown on the Initial Plans, or as approved by Lessor, to be located on the roof of the Center, cabling and wiring and other attendant hardware connecting such antenna to the remainder of Lessee's Facilities.

2. This Lease is not a franchise pursuant to K.S.A. 12-2001 et seq., nor is it a permit or license to use any public right of way other than the Premises described herein. Any such franchise, permit or license if applicable must be obtained separately from Lessor.
3. In the event (a) any court or governmental authority of competent jurisdiction orders, decrees or otherwise requires Lessor to limit, restrict or cease operating the Premises as a communications facility; (b) the Lease creates private use issues in connection with bond financing of the Center by Lessor, or (c) the Center is no longer operated as a convention center, Lessor may immediately terminate this Lease in the case of (a) or (b), in the case of (c) Lessor may terminate this Lease with at least sixty (60) days' prior written notice to Lessee in either case without further liability to either Lessor or Lessee. Lessee shall promptly remove any equipment, antennas or personal property in accordance with the terms of this Lease.

B. Lease Term.

1. This Lease shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years (the "Initial Term") and shall commence based on the date that (a) the Lessee commences construction of the DAS or (b) three (3) months from the Effective Date, whichever is earlier (the "Commencement Date"). Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date promptly thereafter. Lessor and Lessee further acknowledge and agree that initial Rent payment(s) shall not actually be sent by Lessee until its receipt of the written acknowledgement confirming the Commencement Date as required by this Lease.
2. This Lease shall automatically renew annually on the anniversary of the Commencement Date unless otherwise terminated as provided herein (each, a "Renewal Term") unless Lessee provides Lessor with notice of its intention not to renew prior to the expiration of the Initial Term or any Renewal Term or unless otherwise terminated as provided herein. Hereafter, the Initial Term and any Renewal Terms are collectively referred to as the "Term."

C. Rent.

1. Lessee shall pay Lessor as rent for the Premises each month during the first year of this Lease the sum of Four Thousand, Five Hundred and 00/100 Dollars (\$4,500.00) ("Rent"), partial months to be prorated. The Rent shall be paid prior to the fifth (5th) day of each calendar month in advance.
2. Except with respect to Rent payments made pursuant to paragraph C.6, all Rent shall be paid by Lessee to Lessor at the address herein set forth: City of Overland Park, City Clerk's Office, 8500 Santa Fe Drive, Overland Park, Kansas 66212.
3. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of the Rent amount for any month where the Rent payment has not been timely made. Any Rent payment received after the due date shall be deemed late and subject to the provisions of this paragraph.
4. Commencing on the first (1<sup>st</sup>) anniversary of the Commencement Date, and on each annual anniversary of the Commencement Date thereafter during the Term, monthly Rent for each such additional year shall be increased by an amount equal to three percent (3%) of the monthly Rent payable with respect to the immediately preceding year.
5. Rent and all other consideration to be paid or provided by Lessee to Lessor shall constitute Rent and shall be paid or provided without offset, except as expressly permitted herein.
6. At Lessee's request, Lessor agrees to provide Lessee information necessary to allow Lessee to make all Rent payments through direct deposit or similar paperless transfer of funds.
7. If this Lease commences other than on the first of the month or is terminated at a time other than the last day of the month, Rent shall be prorated as of the Commencement Date or termination and, in the event of termination for any reason other than Lessee's default, all prepaid rents shall be refunded to Lessee.

D. Use of Premises

1. Lessee shall use the Premises for the installation, construction, maintenance, modification, repair, operation and removal of the DAS by Lessee and for no other purpose without the prior written consent of Lessor (the "Permitted Use"). Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to

health, safety, radio frequency emissions and radiation) in connection with the Permitted Use.

2. Lessor shall provide Lessee with twenty-four (24) hour, seven (7) days a week, year around accompanied access to the Premises, provided that Lessee shall give Lessor telephonic notice at telephone number 913-339-3000 (or such other telephone number as Lessor may provide to Lessee in writing with at least thirty (30) days written notice) prior to its accessing the Premises; provided, however, in the event Lessee needs to work on or access its equipment, it shall provide Lessor at least twenty-four (24) hours advance telephonic notice. Notwithstanding the foregoing, in the event access is required due to an emergency, Lessee will provide Lessor as much telephonic notice as reasonably practicable under the circumstances.

E. Construction of DAS, Attachment of GPS Antenna, Construction of Ground Equipment, Improvements, Removal

1. As part of the initial construction, Lessee shall construct at its cost the DAS on the Premises according to the location, size and specifications contained within the Initial Plans.
2. Lessee shall install at its cost, a separate electrical meter for equipment related to the DAS and shall pay such electrical expenses at its cost. Lessor agrees to grant to Lessee and/or the local utility companies (as appropriate) easement(s), by the City's standard easement form(s), reasonably required to provide utility service required by Lessee for its Permitted Use of the Premises throughout the Initial Term and each Renewal Term, and Lessor will execute, at no cost to Lessee or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If there is a loss of electrical service at the Premises, Lessee may, at its expense, install and maintain a temporary generator and fuel storage tank at the Center until the electrical service is restored.
3. Lessee agrees that all construction by Lessee as contemplated by this Lease, including but in no way limited to Lessee's initial construction of the DAS, will be done in a good and workmanlike manner in accordance with the Initial Plans unless otherwise approved in writing by Lessor, and in compliance with those certain "Construction Management Provisions" set forth in Exhibit C attached hereto. Lessee shall not penetrate the roof membrane without the prior approval of Lessor.
4. [Reserved].
5. Following completion of the initial work and prior to commencing any additional construction, improvement, alteration or installation, Lessee

shall submit plans and specifications (collectively, "Modification Plans") for such work to Lessor for Lessor's written approval, such approval not to be unreasonably withheld, conditioned or delayed. No improvement, construction, installation or alteration shall be commenced until the Modification Plans for such work have been approved by Lessor and all necessary permits have been properly issued. Notwithstanding anything to the contrary contained herein, Lessor agrees that maintenance, repairs, like-kind or similar replacements of Lessee's Facilities in Exterior Space and Interior Space will not require the approval of Lessor but Lessee will provide Lessor with prior written notice of same ("Pre-approved Maintenance"). Lessor and Lessee further acknowledge that Lessee intends to make a technology upgrade to the DAS by 2016 or sooner which will necessitate equipment additions to the Interior Space (the "2.5 Upgrade"). Subject to the submission of Modification Plans to Lessor and the issuance of necessary permits, the 2.5 Upgrade is hereby deemed approved and Lessor shall not be entitled to additional Rent for the 2.5 Upgrade.

Such Modification Plans shall include: Fully dimensioned site plans that are drawn to scale and show the following (to the extent same are being modified) (i) the proposed location of the GPS antenna, equipment shelter/cabinets, (ii) detailed drawings of all exterior penetrations, (iii) the proposed type of construction material for all structures, and any other details that Lessor may reasonably request including but not limited to an interference study. The provisions of this paragraph will not apply to Pre-approved Maintenance.

6. Prior to commencing any construction referenced above, Lessee shall provide Lessor with the name of the contractor that will be constructing the DAS and any other necessary ancillary, or performing the installation or alterations. The contractor is subject to the prior written approval of Lessor, such approval not to be unreasonably withheld, conditioned or delayed. The DAS and any other necessary ancillary improvements shall be constructed without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.
7. Prior to commencing any construction on the Premises, either Lessee or Lessee's general contractor shall post (a) a payment bond assuring that the DAS and any other necessary ancillary improvements will be constructed without the attachment of any construction liens and (b) a performance bond, the terms of which shall be mutually satisfactory to both Parties and the amount of which shall be sufficient to insure completion of the construction of the DAS and any other necessary ancillary improvements as reflected in the Initial Plans.

8. Lessee shall remove Lessee's Facilities upon expiration or termination of this Lease by its terms. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Lessor or any of Lessor's assignees or other lessees. If, however, Lessee requests permission not to remove all or a portion of the improvements, and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove the same. All other alterations, improvements and structures located or constructed on the Premises, including Lessee's equipment shelter (but excluding Lessee's equipment inside its equipment shelter, other movable equipment and trade fixtures), shall become the property of Lessor upon termination of this Lease, except that Lessor may, by written notice to Lessee, require Lessee to remove all such improvements upon termination of the Lease. Should Lessee fail to remove Lessee's Facilities in accordance with this Lease from the Premises within sixty (60) days after the termination or expiration of this Lease, Lessor may remove and store Lessee's facilities at Lessee's sole cost and expense. If Lessee does not claim Lessee's facilities, and provided Lessor has given Lessee sixty (60) days written notice, Lessee's Facilities shall be deemed to be abandoned.
9. Upon removal of the improvements (or portions thereof) as provided above, Lessee shall restore the affected area of the Premises to the same condition as on the Commencement Date, reasonable wear and tear and insured casualty damages excepted.
10. All costs and expenses for the removal and restoration to be performed by Lessee pursuant to this section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.
11. Except as otherwise permitted herein, no improvements or modifications to the Premises shall be made without Lessor's consent. Such consent by Lessor shall not be unreasonably withheld, conditioned or delayed. In no event will any Pre-approved Maintenance require the payment of any additional rent. Moreover, any such improvements or modifications are subject to the conditions set forth in paragraphs E.1 through E.7 above.

F. Use by Other Lessees

1. Lessee shall cooperate with Lessor in connection with the location and placement of antennas of any existing or future lessee in the Center and other facilities in the Center and in constructing the ancillary support facilities. If the location and placement cannot be agreed to after a good faith effort has been made, Lessor shall make a final resolution that binds both Lessee and the current or future lessees; provided, however, that in

no event shall Lessee be required to move its antennas from the location and height originally constructed by Lessee, or to relocate its equipment on the ground space. Notwithstanding anything to the contrary contained herein, such location and placement will (a) be performed exclusively by Lessee or Lessee's contractors; (b) not result in any interruption of the communications service provided from Lessee's Facilities; and (c) be at the sole cost and expense of the party requiring the location and placement (the "Change Requirements").

2. Lessee shall be solely responsible for the cost of location and placement of Lessee's Facilities in the Premises. Lessee shall also be responsible for any liabilities that arise from its use of the Premises. Lessee agrees not to interfere with the use and or operation of any other lessee. Lessor agrees to take all reasonable steps necessary to ensure that all current and future lessees do not interfere with the use and operation of the Premises by Lessee.
3. Lessee acknowledges that Lessor may elect at any time to rent space in the Center to another lessee. Lessee shall cooperate with Lessor in connection with the location and placement of future lessee's antennas and other facilities in the Center and into the ancillary support facilities.

If the location and placement cannot be agreed to, Lessor shall make the final resolution and plan, which shall bind both Lessee and Lessor as outlined in paragraphs F.1 and F.2, above; provided however, that in no event shall Lessee be required to move its antennas from the location and height originally constructed by Lessee or to relocate its equipment on the ground space. The collection of rent from any other lessee shall in no way alter Lessee's responsibility under this Lease to pay its Rent.

4. Lessor, or Lessor at Lessee's request, may require any future lessee in the Center to obtain an interference study to indicate whether the future lessee's intended use of the Center will interfere with Lessor's or Lessee's use of the Premises. In the event that such a study indicates that any future lessee's use will potentially interfere with Lessor's or Lessee's use of the Premises, Lessor or Lessee may require the future lessee, at the future lessee's expense (as appropriate), to relocate the future lessee's antenna and other equipment so as to minimize the interference. For purposes of clarification, a "future lessee" under this subparagraph 4 will include any lessee (a) who alters its equipment configuration from that installed as of the date of this Lease or (b) who alters its equipment configuration after Lessee has installed Lessee's Facilities.
5. Lessee shall operate Lessee's Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Center and Premises, provided that the installation of their equipment configuration (or any modifications thereof) predate that of Lessee's Facilities. In the event

any after-installed equipment configuration by Lessee's causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing (as approved by Lessor).

6. Subsequent to the installation of Lessee's Facilities, Lessor shall not permit itself, other lessees or other licensees to install equipment in the Center, or property contiguous thereto owned or controlled by Lessor, if such equipment is believed to cause interference with the DAS. In the event interference occurs, Lessor shall take all reasonable action necessary to eliminate such interference. In the event Lessor fails to resolve the interference, Lessee's sole remedy is termination of this Lease.
- G. Net Lease. The Parties agree that this is a net Lease intended to assure Lessor the Rents are reserved on an absolute net basis.
- H. Maintenance. Lessee shall, at its expense, maintain its own, equipment and other personal property on the Premises and keep the same in good working order, condition and repair. Lessee shall keep the portion of the Premises occupied by it free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Lessor shall, at its sole expense, maintain all common areas at the Center. Lessor may require Lessee to submit to an annual inspection of its improvements, equipment, fixtures and personal property placed on the Premises by Lessee. As a part of the annual inspection, Lessee, may be required to make reasonable repairs, at its cost, for damage to the Premises, equipment or personal property, attributable to Lessee's use.
- I. Access. Lessor and its agents shall have the right to enter the Premises at reasonable times and upon reasonable notice to examine and inspect the Premises; provided, however, that neither Lessor nor its agents will remove, relocate, modify, alter or otherwise tamper with Lessee's equipment on the Premises, unless emergency circumstances dictate otherwise.
- J. Utilities. Lessee shall be responsible for obtaining any utility service to the Premises that it desires. Lessee shall pay the utility provider directly all charges for utilities to the Premises during the Term of this Lease.
- K. License Fees. Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Premises.



- L. Governmental Approvals. This Lease is contingent upon Lessee's obtaining and maintaining all necessary governmental approvals, permits or licenses that are necessary.
- L-1. Termination: Lessee may terminate this Lease at any time after the Commencement Date upon payment to Lessor of a termination fee in the amount of three (3) months' Rent ("Termination Fee") but only in the event more than three (3) months remain in the Term. Notwithstanding the foregoing, no Termination Fee will be due if Lessee's election to terminate is based on any of the following reasons: (1) Lessor's failure of proper ownership or authority or other default by Lessor; (2) failure of Lessee to obtain or maintain any license, permit, approval or authorization through no fault of Lessee; or (3) the Premises or Lessee's Facilities becomes inappropriate for Lessee's operations because of technological reasons, including, without limitation, signal interference.

In addition to other termination rights contained herein, Lessor may at any time after the second (2nd) anniversary of the Commencement Date terminate this Lease with twelve (12) months' notice to Lessee. This termination right may not be exercised for the purpose of placing another carrier in the Center or to enable a neutral-host DAS provider to construct a distributive antennae system in the Center.

- M. Lessee Default and Lessor's Remedies. It shall be a default; if Lessee defaults in the payment or provision of Rent or any other sums to Lessor when due, and does not cure such default within fifteen (15) days after written notice from Lessor specifying the default complained thereof; or if Lessee defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Lessor specifying the default complained of (except the 30-day cure period may be extended at the Lessor's sole discretion as reasonably necessary to permit Lessee to complete cure so long as Lessee commences cure within the 30-day cure period and continuously and diligently pursues and completes the cure); or if Lessee abandons or vacates the Premises and ceases to pay Rent; or if Lessee is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Lessee becomes insolvent.

In the event of a default, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and declare this Lease at an end, in which event Lessee shall immediately vacate the Premises (and proceed as set forth in paragraph E.8) and pay Lessor a sum of money equal to the total of (i) the amount of the unpaid Rent and additional Rent accrued through the date of termination and (ii) liquidated damages equal to the lesser of (A) one (1) year's Rent for the then-current term, or (B) the amount of unpaid Rent reserved for the balance of the then-current term.

If suit shall be brought by Lessor for recovery of possession of the Premises, for the recovery of any Rent or additional Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, Lessee shall pay to Lessor all expenses incurred therefore, including reasonable attorney fees, if Lessor prevails in its recovery action.

For purposes of this Lease, "abandons or vacates" means, at any time during the term of this Lease Lessee moves from or ceases to occupy the Premises, relinquishing or giving up with the intent, express or implied, to never again resume any interest or right created by this Lease, and ceases to pay Rent. Removal of equipment or antennas, without replacing the same in a reasonable time, shall be deemed an external act of Lessee's intent to abandon or vacate.

- N. Cure by Lessor. In the event of any default of this Lease by Lessee, Lessor may at any time after written notice, and the expiration of any cure period(s), cure the default for the account of and at the expense of Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense in instituting, prosecuting or defending any action to enforce Lessor's rights under this Lease, the sums so paid by Lessor, with all interest, costs (including but not limited to actual attorney's fees) and damages shall be deemed to be additional Rent and shall be due from Lessee to Lessor on the first day of the month following the thirtieth (30<sup>th</sup>) day after the date on which Lessee receives Lessor's written invoice for respective expenses incurred, provided Lessor's payment, performance or enforcement of rights is due to Lessee's breach of this Lease.
- N.1. Lessor Default and Lessee's Remedies. It shall be a default; if Lessor defaults in the performance of any covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Lessee specifying the default complained of (except the 30-day cure period will be extended as reasonably necessary to permit Lessor to complete cure so long as Lessor commences cure within the 30-day cure period and continuously and diligently pursues and completes the cure).
- N.2. Cure by Lessee. In the event of any default of this Lease by Lessor, Lessee may at any time after written notice, and the expiration of any cure period(s), the Lessor may terminate this Agreement.
- O. Damage or Destruction. If the Center or any portion of the Center is destroyed or damaged so as to materially hinder effective use of the DAS through no fault or negligence of Lessee, Lessee may elect to terminate this Lease upon thirty (30) days' written notice to Lessor. In such event, Lessor and Lessee shall proceed as set forth in paragraph E.8, above. This Lease (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the obligations set forth in the preceding sentence, at which termination Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. Lessor shall have no obligation to repair any damage to any portion of the Premises.

P. Condemnation. In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Lessee, either Party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other Party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid to Lessor for the taking and the Lessor shall receive full amount of such award. Lessee shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Lessor. Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, and leasehold improvements.

Q. Indemnity and Insurance

1. Disclaimer of Liability: Except as otherwise provided by law, Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or DAS.
2. Indemnification: Except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors, Lessee shall indemnify and hold harmless Lessor and its employees, agents, and contractors (hereinafter referred to as "Indemnitees"), from and against:
  - (a) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Lessee's employees, agents, contractors or subcontractors, resulting in the personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with Lessee's construction, installation, operation, maintenance, or use of the Premises or the failure by Lessee to comply with any applicable federal, state or local statute, ordinance or regulation.

- (b) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for Lessee's, contractor's or subcontractor's installation, construction, operation, maintenance, or use of the Premises, and, upon the written request of Lessor, Lessee shall cause such claim or lien covering Lessor's property to be discharged or bonded within thirty (30) days following such request.
  - (c) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Kansas or United States, including those of the Federal Securities and Exchange Commission, whether by Lessee or otherwise.
- 3. Defenses of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at its sole cost and expense, resist and defend the same with legal counsel; provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Indemnitees and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee, which consent shall not be unreasonably denied.
- 4. Notice: Each Party shall give the other Party prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph.
- 5. Insurance: During any term of this Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:
  - (a) Workers' compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Five Hundred, Thousand Dollars (\$500,000) for each accident, Five Hundred, Thousand Dollars (\$500,000) for each employee

(disease) and Five Hundred, Thousand Dollars (\$500,000) minimum disease policy limit.

- (b) Commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000) for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance and shall include coverage for products and completed operations liability, including at least a Two Million Dollar (\$2,000,000) annual general aggregate.
  - (c) Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Lessee, its employees and agents, with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.
  - (d) At the start of and during the period of construction or installation, property coverage (builders risk) covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation on the Premises. Upon completion of the installation on the Premises, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on its personal property. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
  - (e) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.
  - (f) All policies shall be written on an occurrence basis.
  - (g) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
6. Additional Insureds: All policies, except for fire, extended coverage and vandalism and malicious mischief, business interruption and workers' compensation policies/employer's liability, shall name Lessor and Global Spectrum, as additional insureds (herein referred to as to the "Additional Insureds"). Lessor will be named as Additional Insured on Lessee's coverage with respect to indemnification contained in this Lease, subject to standard policy provisions and exclusions.
7. Evidence of Insurance: Certificates of Insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph, shall be filed and maintained with Lessor annually during the term of this Lease.

Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

8. Cancellation of Policies of Insurance: The Certificate of Insurance shall contain the following:

Each insurance policy shall include a requirement that the insurer provide at least thirty (30) days' written notice of cancellation in the terms and provisions of the applicable policy except ten (10) days if cancelled for non-payment of premium. If a notice of cancellation is received, Lessee shall take reasonable steps to replace coverage to assure the terms and conditions of this section are satisfied.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

9. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers authorized to do business by the State of Kansas with an A.M. Best policyholder rating of A-:VII or higher. Any insurer not meeting this rating must be approved in advance by the Lessor.
10. Contractors: Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, worker's compensation, comprehensive general liability and automobile liability insurance coverages of the type which Lessee is required to obtain under the terms of this paragraph with appropriate limits of insurance.
11. Review of Limits: Once during each calendar year during the term of this Lease, Lessor may review the insurance coverage's to be carried by Lessee. If Lessor and Lessee mutually agree that higher limits of coverage are necessary to protect the interest of Lessor or the Additional Insureds, or that Lessee has failed to comply with the insurance requirements as stated in this Lease, Lessee shall obtain the additional limits of insurance, at its sole cost and expense.
12. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

- R. Hazardous Substance Indemnification. Lessee represents and warrants, that its use of the Premises herein will not generate any hazardous substance, and it will not store, use or dispose on the Premises nor transport to or over the Premises any Hazardous Substance (as defined below) in violation of any applicable law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic

material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessor represents and warrants to Lessee that it has no knowledge of any Hazardous Substance on or affecting the Center. Notwithstanding any provision contained in this Lease to the contrary, Lessor will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on the Center to the extent that it is not the result of Lessee's activities.

- S. Acceptance of Premises. By taking its possession of the Premises, Lessee accepts the Premises in the condition existing as of the Commencement Date.
- T. Estoppel Certificate. Lessor and Lessee shall, at any time and from time to time upon not less than ten (10) business days prior request by either Party, deliver to the requesting Party a statement in writing certifying that (a) this Lease is unmodified and in full force (or if there have been modifications, that this Lease is in full force as modified and identifying the modifications); (b) the dates to which Rent and other charges have been paid; (c) so far as the person making the certificate knows, whether either Party is in default under any provision of this Lease; and (d) such other factual matters as either Party may reasonably request.
- U. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; or if delivered by a nationally recognized courier services, to the following addresses:

**To Lessor:                   City Clerk  
                                      8500 Santa Fe Drive  
                                      Overland Park, KS 66212**

**With Copy To:           Brett Mitchell  
                                      General Manager  
                                      6000 College Boulevard  
                                      Overland Park, KS 66211**

**Adam Norris  
Assistant City Manager  
8500 Santa Fe Drive  
Overland Park, KS 66212**

**Tammy M. Owens  
Deputy City Attorney**

**8500 Santa Fe Drive  
Overland Park, KS 66212**

**If to Lessee: Sprint Spectrum L.P.  
c/o Sprint Property Services  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650**

**With Copy To: Sprint Law Department  
Attn.: Real Estate Attorney  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020**

- V. Assignment and Subletting. Lessee shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without Lessor's prior written consent, except Lessee may assign to (i) any person or business entity which is parent, subsidiary or affiliate of Lessee; (ii) any person or business entity that controls or is controlled by or under common control with Lessee; (iii) any person or business entity that is merged or consolidated with Lessee or purchases a majority or controlling interest in the ownership or assets of Lessee; or (iv) any entity that purchases a majority of Lessee's communications facilities in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. Consent by Lessor to any other assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Lessee, Lessor may collect Rent, including additional Rent, from the assignee, sublessee or occupant and apply the net amount collected to the Rent, and other obligations of Lessee hereunder reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or release of Lessee from the further performance by Lessee of the covenants on the part of Lessee hereunder contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease unless Lessee is released from such liability in writing by Lessor.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this



Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

- W. Successors and Assigns. This Lease shall run with the Land and be binding on and inure to the benefit of the Parties, their respective successors and assigns.
- X. Non-Waiver. Failure of either Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but either Party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.
- Y. Taxes
  - 1. Lessee shall pay all real and personal property taxes and assessments for Lessee's improvements located on the Premises, including but not limited to real and personal property taxes if any, which become due and payable during the term of this Lease; provided, however, Lessor shall require any other lessee's to share and pay, on a pro rata basis with Lessee, the foregoing taxes. Lessee will be provided with a yearly statement for its share of said taxes. All such payments shall be made, and evidence of all such payments shall be provided to Lessor, at least ten (10) days prior to the delinquency date for the payment. Lessee shall pay all taxes on its personal property on the Premises.
  - 2. Lessee shall indemnify Lessor from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee in relation to the taxes owed or assessed on the Premises directly resulting from the use\occupancy of the Premises by Lessee.
  - 2. [Reserved]
  - 3. If the methods of taxation in effect at the Commencement Date of this Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is

imposed a tax on or against the rentals payable by Lessee to Lessor, Lessee shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

Z. Miscellaneous

1. [Reserved].
2. Lessor and Lessee represent that each, respectively, has full right, power, and authority to execute this Lease.
3. This Lease constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations, and other agreements of any kind with respect to the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties.
4. This Lease shall be construed in accordance with the laws of the State of Kansas.
5. If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
6. Lessee, upon paying the Rent and otherwise being in compliance with the terms of this Lease, shall peaceably and quietly have, hold and enjoy the Premises.
7. [Reserved].
8. Lessor acknowledges that Lessee may have entered into financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, so long as Lessee is not in default, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.
9. In any case where the approval or consent of one Party hereto is required, requested or otherwise to be given under this Lease, such Party shall not unreasonably delay, condition or withhold its approval or consent.

10. All exhibits annexed hereto form material parts of this Lease and are incorporated herein by reference.
11. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
12. Lessor hereby agrees to provide to Lessee certain documentation (the "Rental Documentation") evidencing Lessor's interest in, and right to receive payments under, this Lease, including, without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing Lessor's good and sufficient title to and/or interest in the Property and right to receive Rent payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the Term of this Lease and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address given in paragraph V. Delivery of Rental Documentation to Lessee shall be a prerequisite for the payment of any Rent by Lessee and notwithstanding anything to the contrary herein. Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall provide to Lessee Rental Documentation in the manner set forth in this paragraph. From time to time during the Term of this Lease and within thirty (30) days of a written request from Lessee, any assignee(s) or transferee(s) of Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. Delivery of Rental Documentation to Lessee by any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall be a prerequisite for the payment of any Rent by Lessee to such party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any Rent payments to any assignee(s), transferee(s) or other successor(s) in interest of Lessor until Rental Documentation has been supplied to Lessee as provided herein.
13. Concurrently with the execution of this Lease the parties will execute a memorandum of lease in the form attached hereto as Exhibit D, which Lessee will record at its own expense.

### III. Prior Agreements

This Lease replaces and supersedes that certain Site Agreement dated June 2, 2004 between Lessee and Overland Park Convention Center (which Lessor

acknowledges is owned by Lessor), which the Parties hereby agree is terminated effective as of the Commencement Date.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first set forth above.

**LESSOR:**

**LESSEE:**

City of Overland Park, Kansas

Sprint Spectrum L.P.

\_\_\_\_\_  
Carl Gerlach, Mayor

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

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

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

Attest:

\_\_\_\_\_  
Marian Cook, City Clerk

Approved As To Form:

\_\_\_\_\_  
Tammy M. Owens  
Deputy City Attorney

**ACKNOWLEDGMENT**

STATE OF            )  
                              )  
COUNTY OF        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_ of Sprint Spectrum L.P., a limited partnership duly organized and existing under and by virtue of the laws of Delaware; who is personally known to me to be the \_\_\_\_\_ and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
  
\_\_\_\_\_

**EXHIBIT A**

Legal Description of Land

Lot 1, OVERLAND PARK CONVENTION CENTER, in Johnson County, Kansas.

**EXHIBIT B**

Description and Depiction of the Distributive Antennae System Site; Initial Plans for  
Premises and Lessee's Facilities

**SEE ATTACHED**

## EXHIBIT C

### Construction Management Provisions

- (1) Lessor's representative(s) may visit the construction site at intervals appropriate to the stage of the operations of Lessee and Lessee's contractor (1) to become generally familiar with and to keep Lessor informed about the progress and quality of the portion of the construction completed, (2) to endeavor to guard Lessor against defects and deficiencies in the construction, and (3) to determine in general if the construction is being performed in a manner indicating that the construction, when fully completed, will be in accordance with the approved plans and specifications. However, such representative(s) will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction. Such representative(s) will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction, since these are solely Lessee's rights and responsibilities.
- (2) Lessor will not be responsible for the failure of Lessee to perform the construction in accordance with the requirements of the approved plans and specifications. Lessor will not have control over or charge of and will not be responsible for acts or omissions of Lessee, Lessee's contractor, subcontractors, or their agents or employees, or any other persons or entities performing portions of the construction.
- (3) Lessor's representative(s) will have authority to reject construction that does not conform to the plans and specifications. Whenever the Lessor's representative(s) considers it necessary or advisable, the Lessor's representative(s) will have authority to require inspection or testing of the construction at the expense of Lessee. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Lessor or Lessor's representative(s) to the Lessee, Lessee's Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Construction.
- (4) If the Lessee hires any contractor to perform any work on the Lessor's property, the Lessee shall require that the contractor meet the insurance requirements contemplated in this Agreement and shall further require that the Lessor be named as an additional insured on the insurance policy. In addition, the Lessee shall require that the contractor indemnify and hold harmless the Lessor as provided in Section II R.



**EXHIBIT D**

Form of Memorandum of Lease

See attached