Antenna Agreement

This Antenna Agreement (this "Agreement") is made and entered into this ____ day of _____, 2017 (the "Execution Date") between the City of Columbia, Missouri, a municipal corporation ("Landlord") and Alamosa Missouri Properties, LLC ("Tenant").

Whereas Landlord owns and operates Columbia Regional Airport upon a tract of land located at 11300 South Airport Drive Columbia, Missouri (the "Property"); and

Whereas the terminal building and surrounding area on the Property are used for airport purposes and it is necessary for all the service areas to have sufficient wireless services; and

Whereas the ramp area and the area behind the ticketing booth are in need of additional wireless services for effective scanning and same has been requested by the airline currently serving the airport; and

Tenant desires to lease from Landlord a portion of the building and exterior roof area for the exclusive purpose of installing, operating and maintaining Tenant's telecommunication equipment to enhance the ability to utilize scanning devices to expand coverage to the area designated on Exhibit A attached hereto and incorporated herein by this reference, and Landlord is willing to grant a lease to Tenant for such purpose subject to the following terms and conditions.

NOW THEREFORE, for good and valuable consideration received and acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. The recitals above are true and correct.

2. Landlord leases to Tenant and Tenant leases from Landlord certain space for the installation, placement, operation and maintenance of certain antennas and telecommunications equipment (the "Equipment"), such space more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Leased Space").

3. The term of this Agreement shall be for a period of five (5) years from the date Tenant commences installation of its equipment (the "Term Commencement Date"). Notwithstanding any provision contained in this Agreement to the contrary, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement with at least ninety (90) days' notice without further liability by delivering prior written notice to Landlord.

4. Tenant shall use the Leased Space solely for the purpose of installing, removing, upgrading, replacing, modifying, operating, and maintaining its Equipment; provided, however, Tenant's right to use the Leased Space is contingent upon it continually maintaining all certificates, permits and other approvals that may be required by all federal, state or local authorities, including those specific to airport premises compliance. Failure to maintain same shall automatically suspend this Agreement, however, Tenant will be given a reasonable time to ensure that any deficiencies causing such failure is rectified.

5. Tenant acknowledges that this lease contemplated hereunder is non-exclusive with respect to areas outside of the Leased Space, and Landlord may in its sole discretion grant other licenses, leases, and permits to parties other than Tenant provided such grant shall not unreasonably interfere with Tenant's operation of its Equipment. Tenant will be responsible for repairing and maintaining its Equipment and any other improvements installed by Tenant at the Leases Space in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Landlord, its agents, contractors or employees, Landlord will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Landlord will maintain and repair all other portions of the Property in a proper operating and reasonably safe condition.

6. Beginning on the first day of the first full month after the Term Commencement Date Tenant shall pay monthly rent to Landlord payable in advance on or before the first day of each calendar month during the term of this Agreement, the sum of two hundred fifty dollars ($250.00).

7. Landlord acknowledges that it currently provides electricity to the Leased Space and will continue to do so during the term of this Agreement in accordance with the terms of this provision. In addition to payment of monthly rent, Tenant will pay Landlord, in advance, for power consumption at the Leased Space, a monthly utility fee ("Utility Fee") in the amount of $20.00. The Utility Fee payments will begin on the Term Commencement Date and continue to be due on the same date as each monthly payment of rent until this Agreement terminates for any reason, partial years (or months, as appropriate) to be prorated. Commencing on the first anniversary of the Term Commencement Date following the Execution Date, and once a year thereafter, Landlord may request an increase in the monthly Utility Fee based upon Landlord's increased electrical energy cost. Such request shall be supported by Landlord's first month utility invoice of the year with such invoice from the last month of the then current year. Alternatively, Tenant may also request not more than once a year a decrease in the monthly Utility Fee if it reasonably believes that its Equipment usage has decreased over the past year. Upon such request, Landlord will provide Landlord's first month

utility invoice of the year with such invoice from the last month of the then current year. Landlord shall not be liable to Tenant or any other person for any damages arising from its failure to supply the electricity, or for surges, interruptions, or other power outages.

8. Tenant shall install at Tenant's expense, its Equipment as specified on Exhibit C attached hereto, in compliance with Landlord's standards, rules, and regulations as set forth in said Code of Ordinances of Columbia, Missouri. All proposed construction and installation to be performed must be reviewed and approved by Landlord prior to commencement of such construction. All equipment shall be installed by contractors approved by Landlord. Landlord acknowledges that Tenant has chosen On Air Solutions as its contractor, and Landlord hereby approves of such contractor. Notwithstanding anything to the contrary contained herein, On Air must still obtain all necessary licenses from the City of Columbia and verification of security screeing for airport work. In the event Tenant desires to penetrate the roof, Tenant must use existing penetrations if possible. Landlord must approve any new penetrations into the roof area. Notwithstanding anything to the contrary contained herein, Tenant may, at its expense, make improvements on and to the Leased Space as it deems necessary or desirable from time to time for the operation of the facilities. Landlord will not be entitled to any increases in rent due to the installation, modification, upgrade or expansion of the Equipment, unless they are installed outside the Leased Space. Landlord agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Leases Space, the Equipment and contemplated use thereof.

9. Tenant shall operate the Equipment in such a manner that it will not interfere with the operations of Landlord, with other equipment on the Property on the Execution Date or with airlines communication, provided all previously mentioned equipment is properly operating. Likewise, Landlord will not permit or suffer the installation of any equipment on the Property after the Execution Date that: (i) results in technical interference problems with the Equipment or (ii) encroaches onto the Leased Space. Tenant shall comply with all requirements and regulations of the Federal Communications Commission.

10. Tenant shall promptly pay for any construction or maintenance of its Equipment and shall not permit any mechanics lien to be filed against the Property or any part thereof by reason of work, labor services or materials supplied to Tenant.

11. Tenant acknowledges the areas where the Equipment is to be located in the part of a secure airport terminal, and Landlord may impose reasonable restrictions on the time and means of access to the Leased Space as Landlord deems reasonably necessary for security purposes. Tenant must establish background check procedures to assure that all persons employed by Tenant or who are doing any work as independent contractors for Tenant are in compliance with all requirement of 49 CFR 1542.

12. Tenant shall procure and maintain a commercial general liability insurance policy with a limit of not less than one million dollars ($1,000,000.00) for each occurrence and two million dollars ($2,000,000.00) general aggregate coverage with excess liability coverage with a limit of five million dollars ($5,000,000.00). Coverage shall be provided by an insurance company authorized to do business in the State of Missouri. Landlord shall be endorsed as an additional insured. Tenant shall also maintain during the term of this Agreement, Employees Liability and Workers Compensation insurance for all employees employed at the work site on the Property and further shall require any subcontractors of Tenant to carry the same. Coverages must meet Missouri statutory requirements Tenant shall provide Landlord with certificates of insurance evidencing coverage limits and endorsements required are maintained and in full force and effect for the term of this Agreement.

13. To the fullest extent not prohibited by law, Tenant shall indemnify and hold harmless the Landlord, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Tenant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Tenant or a subcontractor for part of the services), of anyone directly or indirectly employed by Tenant or by any subcontractor or for anyone for whose acts Tenant or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however require Tenant to indemnify, hold harmless or defend the Landlord, or its employees, agents or contractors from its or their own negligence or willful misconduct. Landlord shall have the right to elect in writing to direct the defense of any such suits or actions, with notice and consultation with Tenant, in which case Tenant shall pay the reasonable legal expenses of Landlord.

14. Tenant shall comply with all federal, state and local statutes, ordinances and regulations including but not limited to the Federal Communication Commission (FCC) and the Federal Aviation Administration (FAA). Tenant shall at Tenant's expense immediately correct any non-compliance or violation of all applicable laws. Tenant shall satisfy all requirements for marking and lighting requirements of its equipment. Tenant shall not cause or permit the storage of any hazardous materials or waste on the Leased Space.

15. Upon the expiration or other termination of this Agreement, Tenant shall quit and surrender to Landlord the Leased Space in good order and condition, wear and tear excepted, and Tenant shall remove all of its Equipment. If within thirty (30) days after termination of this Agreement, Tenant has not removed its Equipment and restored the Leased Space, Landlord may do so and Tenant shall reimburse Landlord for all expenses and costs for removal and restoration.

16. Tenant shall be responsible for payment of all personal property and other taxes assessed upon the ownership and use of the Equipment covered by this Agreement.

17. All notices to either party shall be in writing and are effective when deposited in the U.S. mail certified and postage prepaid, or when sent via nationally-recognized courier delivery service, to the address set forth below or as otherwise provided by law:

Notice to Landlord:

Director Columbia Regional Airport
11300 Airport Drive
Columbia, Missouri 65201

Notice to Tenant:

Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251

With a mandatory copy to:

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

18. This Agreement shall be constructed in accordance with the law of Missouri, and the venue of any litigation shall be proper only in the Circuit Court of Boone County, Missouri or the U.S. District Court for Western Missouri. If any term or provision of this Agreement is found to be void or invalid by a court of competent jurisdiction, it still shall not affect the remaining terms of the Agreement which shall remain in effect.

19. Neither party shall assign this Agreement or its rights and obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, Tenant will have the right, without notice to or consent of Landlord, to sublease (or otherwise transfer or allow the use of) all or any portion of the Leased Space or assign its rights under this Agreement in whole or in part to the following (a "Permitted Transferee"): (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" brand name or any successor brand name(s) or other brand name(s) used or licensed by Tenant or Tenant's parent corporation; or (d) any successor entity in a merger, acquisition or consolidation involving Tenant. Landlord will not be entitled to any additional rent or other fees for its review or approval. Tenant acknowledges and agrees that Tenant will remain primarily liable following any such transfer to a Permitted Transferee. Tenant further acknowledges and agrees that any Permitted Transferee must be eligible to obtain a security clearance.

20. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for Landlord's rights and defenses with regard to the applicable sovereign, governmental or official immunities and protections as provided by federal and state constitution and law.

21. This Agreement shall be deemed to meet the commercial lease safe harbor of the U.S. Bankruptcy Code. In the event Tenant files for bankruptcy relief, Tenant shall within the applicable time limits of the U.S. Bankruptcy Code, either affirm the Agreement and bring all payments current or reject the Agreement and timely remove its equipment.

22. The Tenant expressly understands this Agreement is subordinate and subject to all existing agreements between Landlord and the FAA and between the Landlord and the State of Missouri. During state or national emergency this Agreement may be suspended. It is further subordinate to the provisions of any existing or future agreement between Landlord and the United States government relative to the operations or maintenance of the airport.

23. Tenant agrees to prevent any use of the Leased Space areas that would knowingly interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard. Tenant shall restrict the height of any antennas or other equipment to comply with Federal Aviation Regulations, Part 77.

[SIGNATURE PAGE FOLLOWS]

Executed as of the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____, 2017

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

ALAMOSA MISSOURI PROPERTIES, LLC

By: Elizabeth S Godwin

Printed Name: Elizabeth Godwin

Title: Site Development Mgr

Date: 7/18/17

ATTEST:

By: Kelee A Limbach

Name: Kelee Limbach

Title: Technical Project manager

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and C.

EXHIBIT A

(Areas to be Covered)

See attached

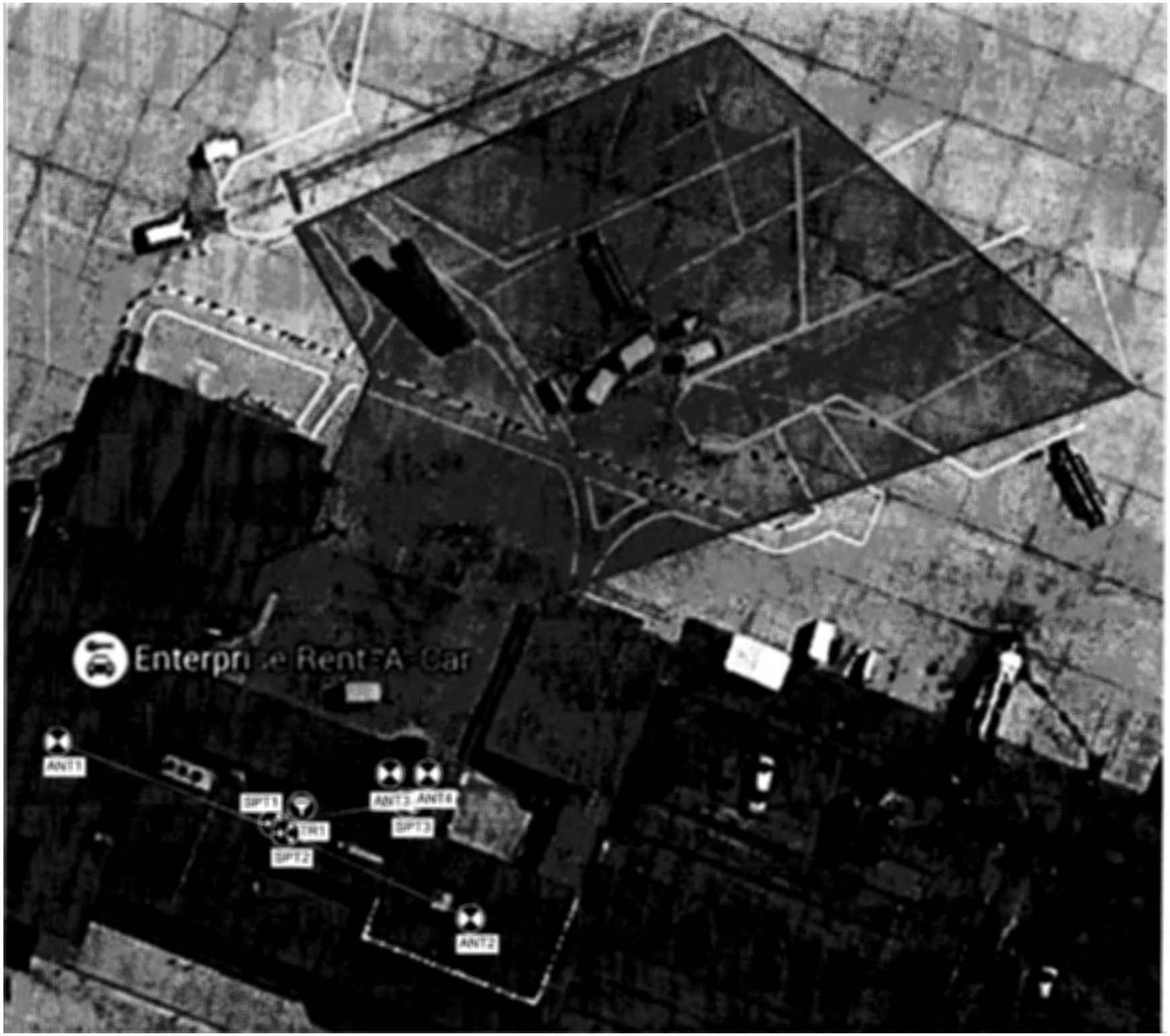
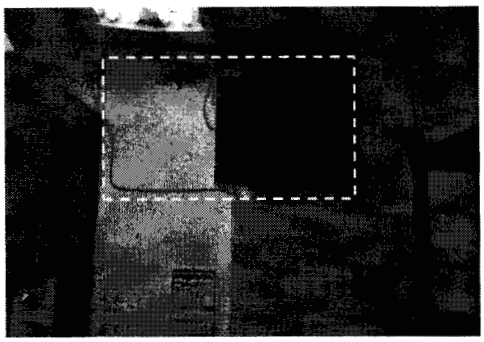

Enterprise Rent-A-Car
ANT1
SPT1
TNT1
SPT2
ANT3
ANT4
SPT3
ANT2

EXHIBIT B

(Leased Space)

See attached



Prefered Repeater Location



Existing iDEN amplifier

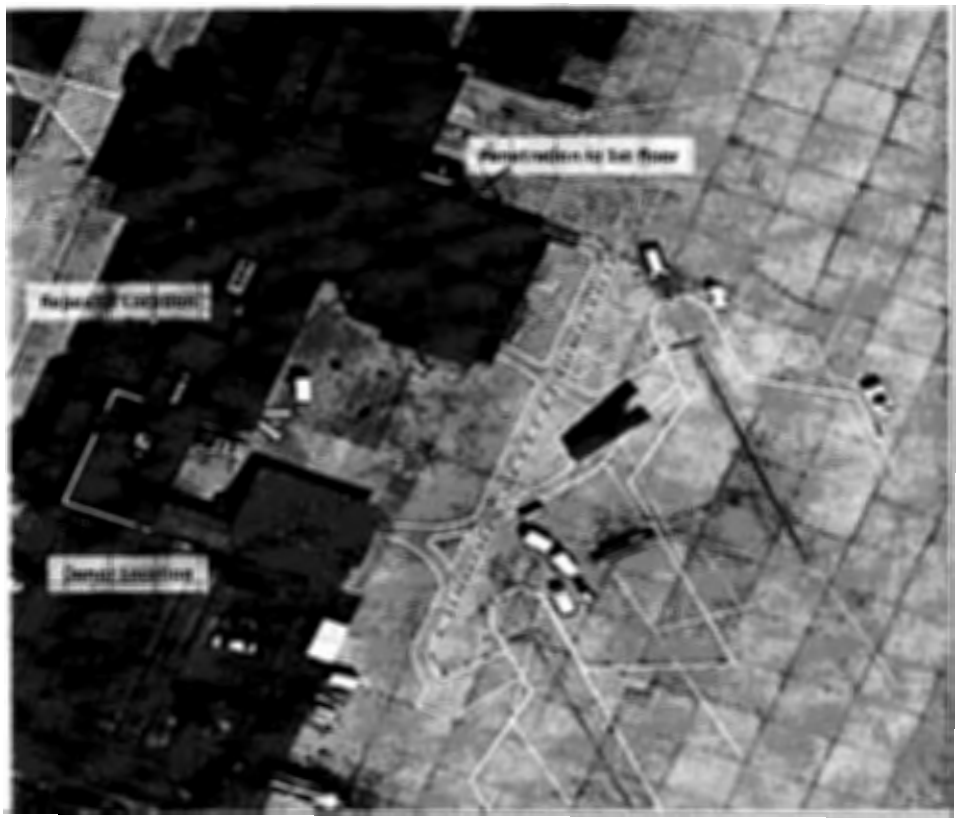


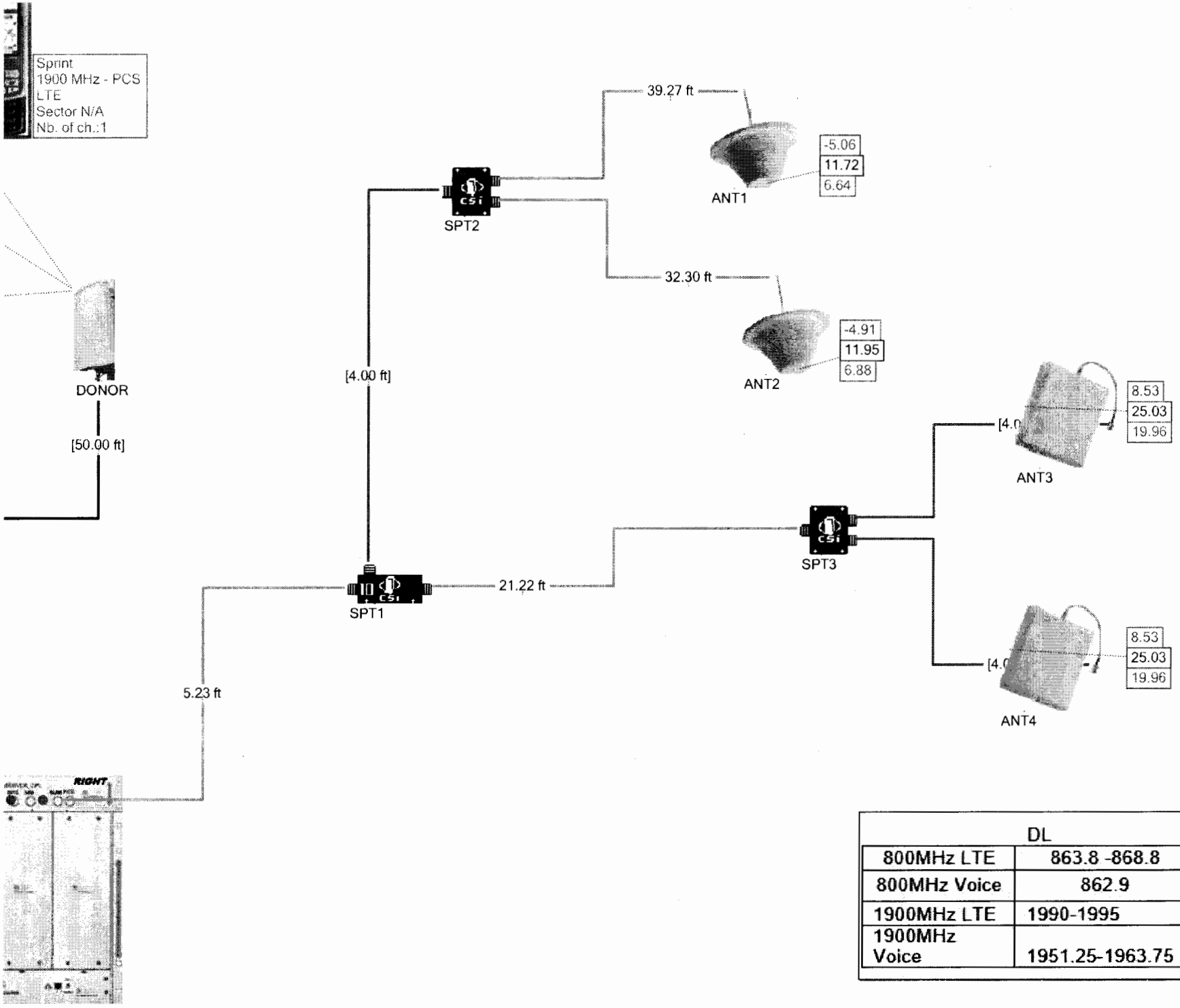
Existing Penetration



Directional Location

Layout





	DL	UL
800MHz LTE	863.8 -868.8	818.8-823.8
800MHz Voice	862.9	817.9
1900MHz LTE	1990-1995	1910-1915
1900MHz Voice	1951.25-1963.75	1871.25-1883.75

EXHIBIT C

(List of Equipment)

See attached

Item	Qty
Donor Antenna-Wide-Band: CELLMAX-EXT-CPUSE	1
Indoor Omni Antenna: Cellmax-0-CPUSE, unity gain, N(F)	2
Cable: Heliax 1/2" Superflexible FSJ4-50B	100
Cable: RFS 1/2" plenum cable	400
Coax Connectors: Superflex 1/2" FSJ4-50, N(M), captivated. F4PNMV2-HC	2
Coax Connectors: RFS cable, N(M) - captivated	8
Coax Jumper: Tessco Services, 10' Jumper-RG142 NM-NM, Length: 10'	2
Surge Suppressor: Polyphaser DSX (700 MHz-2.7 GHz) (N Female at both end) POL-DSXL	1
Surge Suppressor Mounting Bracket	1
Grounding: Ground bus bar kit	1
Grounding Kit: ground kit for 1/2" cable	1
Grounding: #6 stranded insulated groundwire - Unit in ft.	50
Weather Proofing Kit	3
Roof mount: Heavy-duty non-penetrating roof mount (Typically used for Planar Array type heavy duty antenna)	1
Wall Mount / House Bracket: GC/Waldom plus pipe	1
Roof Mount Accessories: Rubbermats & Cinder blocks	1
Coax Jumper: Tessco Services, 4' Jumper-RG142 NM-NF, Length: 4'	2
2-Way Power Divider: Andrew S-2-CPUSE-L-N, 698-2700 MHz, N Female	2
10dB Coupler: CommScope C-10-CPUSE-N-A, 698-2700 MHz, N Female	1
PRNT-(SDR-30-SP-PKG) IN_BLDG, REPEATER, INCLUDES SDR-NMS, SD (IM# 008976)	1
Hardware & Miscellaneous items: (e.g. conduit, lugs, nuts, washers, clip hangers, wire mold or jacket, paint where necessary mounting hardware for the coax, plywood plate to mount equipment etc.)	