MEMORANDUM

TO: Airport Board
FROM: Patrick Dame, C.M., Executive Director
DATE: November 10, 2020
RE: Lease with Sprint Spectrum, L.P.

On April 14, 2020, the Board approved an agreement with Sprint Spectrum, L.P. for the lease of space for telecommunications equipment for American Airlines to have their own wireless system.

Subsequent to that approval, new policies went into place due to the merger between Sprint Corporation and T-Mobile US. This necessitated further review from their National Team who requested some minor changes. The updated agreement has been reviewed and approved by the city attorney’s office.

STAFF RECOMMENDATION: Staff recommends approval of the lease agreement with Sprint Spectrum, L.P.
RAPID CITY REGIONAL AIRPORT BOARD
CITY OF RAPID CITY
and
SPRINT SPECTRUM L.P.

LEASE AGREEMENT

For space in and on the terminal building to house telecommunications equipment

Approved: ____________________
Effective: ____________________

Rapid City Regional Airport
Rapid City, South Dakota
LEASE AND USE AGREEMENT BETWEEN RAPID CITY REGIONAL AIRPORT BOARD AND SPRINT SPECTRUM L.P.

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _______ day of __________________, 2020, between the City of Rapid City, by and through the Rapid City Regional Airport Board, ("Landlord") and Sprint Spectrum L.P., a Delaware limited partnership ("Tenant").

RECITALS

Landlord currently owns the airport property ("Site") and terminal building located at 4550 Terminal Road, Rapid City, SD, ("Building").

A. Tenant desires to obtain the right from Landlord to use a portion of the Building for the purposes of placing, operating and maintaining on the Building, Tenant's telecommunications equipment. Landlord is willing to grant such a right to Tenant for such purpose subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and payment of rent by Tenant and keeping and performance of the covenants and agreements by Tenant under this Lease, Landlord and Tenant hereby agree as follows:

I. BASIC LEASE INFORMATION

a. Basic Lease Information. In addition to the terms that are defined elsewhere in this Lease, the following terms are used in this Lease:

i. LANDLORD: Rapid City Regional Airport
   4550 Terminal Rd., #102
   Rapid City, SD  57703

ii. TENANT: Sprint Spectrum L.P.
    Sprint Property Services
    Mailstop: KSOPHD0101-Z55006220 Sprint Parkway
    Overland Park, KS  66251-2650

   With a copy to:
   Sprint Law Department
   Mailstop: KSOPHD0101-Z5500
   6220 Sprint Parkway
   Overland Park, KS  66251-2650

b. PREMISES: The Tenant shall lease a space located in and on various areas of the Building for their telecommunications equipment. Tenant will utilize existing roof penetration for receiving antenna. Tenant will place antennas and supporting equipment in the American
Airlines baggage office and roof above, utilizing existing penetrations if possible. Space on the Premises in the dimensions and locations as more particularly shown on Exhibit A attached.

c. EQUIPMENT: All the equipment and personal property listed on Exhibit A attached, together with any other equipment placed on the Premises by Tenant in accordance with Article 4 hereof.

d. COMMENCEMENT DATE: October 1, 2020

e. EXPIRATION DATE: September 30, 2023

f. TERM: Thirty-Six (36) months, beginning on the Commencement Date and expiring on the Expiration Date.

g. MONTHLY RENT: $150.00 per month.

h. RENT: Monthly Rent and all other amounts payable by Tenant under this Lease.

i. Exhibits. The following exhibit is attached to this Lease and is made part of this Lease: 
   i. EXHIBIT A – New Equipment Installation Plans and Specs

II. AGREEMENT AND USE

a. Lease. Landlord hereby leases the Premises to Tenant, for the placement, operation and maintenance of the Equipment and for no other purpose.

b. Term. The Term of the Lease shall begin on the Commencement Date and shall expire on the Expiration Date.

c. Use. Tenant shall use the Premises only for the purpose of placing, maintaining, and operating its Equipment and uses directly incidental thereto. Tenant will not use the Premises for any purpose prohibited by applicable law. Tenant will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other tenant of the Building. It is further understood and agreed that Tenant's right to use the Premises is contingent upon its obtaining and continually maintaining in full force and effect, after the execution date of this Lease, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Landlord, at no cost to Landlord, shall cooperate with Tenant in its efforts to obtain such approvals. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant will be unable to use the Premises for its intended purposes, this Lease shall automatically terminate.

d. Nonexclusive. Tenant acknowledges and agrees that Landlord, at its sole discretion, has the right to grant other licenses, leases or rights of use, of any kind or nature, to parties other than Tenant with respect to the Site, provided that any such uses entered into following the date of this Lease shall not unreasonably interfere with Tenant’s operation of its Equipment.
III. RENT

a. **Monthly Rent.** Tenant will pay Monthly Rent to Landlord as rent for the Premises. Monthly Rent will be paid in advance, to Landlord, or to such other person, firm or place as Landlord may, from time to time, designate in writing, on or before the first day of each calendar month during the Term of this Lease, without notice or demand, and without deduction or offset. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Monthly Rent for said partial month shall be prorated based on the actual number of days in that month. Tenant shall deliver to Landlord, within thirty (30) days following the Commencement Date of this Lease, the Monthly Rent for the first month of the Lease. Any amounts that this Lease requires Tenant to pay in addition to Monthly Rent will be Additional Rent.

b. **Utilities.** Landlord shall provide electricity, water, gas, and other utilities to the Premises and the cost of Tenant's usage of the electricity shall be included in the rent.

c. **Limitation on Liability.** Neither Landlord or Tenant will be liable to the other party or any other person under this Lease for indirect or consequential damages. Landlord will not be responsible for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities, except to the extent such failure is due to Landlord's intentional conduct.

d. **Taxes or Assessments.** In addition to Rent, Tenant shall pay additional taxes or assessments, if any, which may be levied or charged to Landlord as a result of Tenant's use or occupancy of the Premises, including but not limited to, assessments upon or measured by Rent, including without limitation, any gross revenue tax, excise tax, or value added tax levied by the federal government or any other governmental body with respect to the receipt of Rent; and upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. Tenant shall additionally promptly pay when due all personal property taxes on Tenant's Equipment and personal property on the Premises and any other taxes payable by Tenant.

IV. ALTERATIONS; OPERATION OF EQUIPMENT

a. **Tenant's Facilities.**

i. Tenant will install and operate Tenant's Equipment in compliance with Landlord's technical standards, primary guiding documents, rules and regulations, and the Municipal Code of the City of Rapid City, collectively, ("Rules and Regulations"). Landlord reserves the right from time to time to modify the Rules and Regulations. If at any time Landlord determines that the Equipment or installation of the Equipment does not meet applicable Rules and Regulations, Tenant will be responsible for the costs associated with the removal, modification to, or installation of additional equipment to bring the Equipment into compliance. Notwithstanding Section VII. Compliance With Laws, if Tenant fails to correct any non-compliance within 15 days after receipt of written notice of such non-compliance, then Landlord may remove the Equipment, or bring the Equipment into compliance, all at Tenant's sole cost and expense.
ii. Tenant will obtain Landlord's prior written approval, which approval shall not be unreasonably withheld, for the type, location, mounting and placement of Tenant's Equipment placed or relocated on the Premises. All proposed construction and installation performed on the Premises must be reviewed and approved in writing by Landlord prior to the commencement of such construction. All Equipment shall be installed by contractors approved by Landlord and subject to conditions specified by Landlord, and shall be performed in a good and workmanlike manner and in compliance with all applicable Laws (as defined in Section 7(a)). Notwithstanding the foregoing, after the Commencement Date, Tenant may add new equipment to the Site, provided that Tenant obtain Landlord's prior written approval of any such additional equipment, which approval may be withheld in Landlord's sole discretion. In the event equipment is added, Landlord and Tenant shall enter into a written modification of this Lease to add such equipment to the Site.

iii. Tenant will pay to Landlord all reasonable expenses incurred by Landlord, including an administrative processing fee and attorney's fees, for any approvals requested by Tenant pursuant to Section IV.(a)(ii) above. Notwithstanding the foregoing, such expense shall include not exceed a total of $150.00 per hour for review.

iv. Landlord's approval of any placement or specifications shall not be construed to be a warranty or representation that such plans or specifications are in conformity with any Laws or ordinances.

v. Except as set forth in subsection (i) above, Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the Premises.

b. Operation of Tenant's Facilities.

i. Tenant shall be responsible, at its sole cost, for the placement, installation, maintenance, replacement and removal of its Equipment.

ii. Tenant shall not remove from the Site any valuable materials, minerals, coal, oil or gas or any other property not belonging to Tenant.

iii. Tenant shall protect the Premises from fire and report and suppress such fires as might occur.

iv. Tenant shall not allow debris or refuse to accumulate on the Premises.

v. Tenant shall operate the Equipment in such a manner that it will not interfere with or retard the operations of Landlord or other tenants on the Site. In the event Landlord should find that there is interference with the efficient operation of its existing communications facilities on the Site (which are in place as of the Commencement Date), because of Tenant's use of the Premises, Tenant shall be
responsible for immediately removing the cause of such interference upon receipt of written notice of such interference.

vi. If, in order to eliminate any interference with the operations of Landlord, it is necessary for Landlord to incur any expense, Landlord shall not be obligated to incur the same unless Tenant agrees in writing its willingness to indemnify Landlord for the full cost therefor. If Tenant is unwilling to so indemnify or if the cause of interference cannot be removed, either party may terminate this Lease by giving a 90-day written notice of such termination to the other party. Rent paid in advance shall be prorated to the date of termination.

vii. Landlord shall be the sole judge as to all requirements concerning communication facilities which it needs or which may be interfered with and as to whether there is, in fact, interference. Landlord's facilities as used in this paragraph shall mean facilities of Landlord, its successors or assigns and the facilities of associated or affiliated companies. Notwithstanding the foregoing, Landlord assumes no liability whatsoever or responsibility for approval of Tenant's Equipment and does not by accepting Tenant's evidence of non-interference waive any rights with respect to future interference or pass on the adequacy of Tenant's Equipment for safety or other purposes. Tenant shall not change or add additional transmitting or receiving frequencies or equipment without submitting revised technical standards for approval. Tenant shall not raise effective radiated power beyond that authorized by the Federal Communications Commission.

viii. Tenant shall cease operation temporarily or reduce power if required by Landlord to conduct tests, perform Building work, or make emergency repairs. Such occasions, in so far as practicable, shall be preceded by written notice and shall occur at times mutually agreeable to Landlord and Tenant.

c. Modification of Facility. If Landlord, by reason of its existing or planned communications operations, must add, change or improve its facilities at the Site, and would, by reason of these additions, changes or improvements, either need the Premises or need Tenant to change its Equipment in order to prevent any interference with Landlord's facilities, Landlord shall give Tenant 90 days' written notice of such need, and Tenant will have the responsibility to modify, change or correct its Equipment at its sole cost so no interference to Landlord's operation shall exist or to agree to relocate the Premises to another location at the Site. If Tenant is unwilling to assume the expense of such removal, modification, change or correction, this Lease shall terminate immediately upon written notice by Tenant to Landlord. Rent paid in advance shall be prorated to the date of termination and the unused portion of any prepaid rent shall be returned to Tenant.

d. Mechanic's Liens. Tenant shall not suffer or permit any mechanic's lien, or other lien, to be filed against the Premises, the Site, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone claiming under Tenant. If any such mechanic's lien, or other lien, shall at any time be filed against the Premises or the Site, Tenant shall cause the same to be discharged of record within 30 days of the date of filing the same, and if Tenant shall fail to discharge such lien within such period, then Landlord may, at its option, discharge the same by paying the amount claimed to be due without inquiry into the validity of the same, and Tenant shall
thereupon reimburse Landlord for any payment so made. If Tenant desires to contest any claim of a lien, Tenant shall furnish to Landlord adequate security of at least 150% of the amount of the claim, plus estimated costs and interest and, if a final judgment establishing the validity or existence of any lien for any amount is entered, Tenant shall satisfy and pay the same at once, and, on receipt of notice of payment of any such final judgment, Landlord shall return any security paid.

e. **Security.**

i. Landlord may from time to time, on 24-hour prior notice to Tenant, impose such reasonable restrictions on the time and means of access to the Premises, as Landlord deems necessary for security precautions. Tenant agrees that it will not change locks on any doors to the Premises or install additional locks on such doors. Tenant further agrees that it will not duplicate any keys of Landlord.

ii. Tenant must establish background check procedures, and it is the Tenant's responsibility to assure that all persons employed by Tenant who have unescorted access to any area on the Airport controlled for security reasons, have background checks, to the extent allowable by law, including as a minimum, references and prior employment histories necessary to verify representations made by the employee/applicant relating to employment in the preceding five (5) years.

iii. The Landlord reserves the right to recover from Tenant any and all penalties and/or fines for security violations that relate to 49 CFR Part 1542 levied against the Landlord by the Transportation Security Administration (TSA) as a direct result of action(s) or infraction(s) perpetrated by Tenant.

f. **Safety.** If during the installation or maintenance of Tenant's Equipment, Landlord determines that Tenant's activities or the Equipment are unsafe, pose a hazard or violate the Laws, then Tenant shall immediately, upon notice from Landlord, cease its operations, until such time as Tenant complies with the Laws. Notwithstanding the foregoing, Landlord may, at Tenant's sole cost, make such repairs or install such equipment, as Landlord deems necessary to ensure that Tenant's Equipment is safe and complies with all Laws.

V. **MAINTENANCE**

a. **By Tenant.** Tenant shall operate the Equipment with due care and maintain the Premises in a safe, clean and sanitary condition. Tenant shall, at its sole cost and expense, maintain the Premises and the Equipment in good repair and condition, exercising due regard for Landlord's and other tenants' equipment on the Site. All damage or injury to the Premises or the Site caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the expense of Tenant. Such expense will be collectible as Additional Rent and will be paid by Tenant within 10 days after delivery of a statement for such expense.

b. **By Landlord.** Landlord will maintain, repair and restore the Site and the Tower in reasonably good order and condition, except as set forth in subsection V(a) above.
VI. INSURANCE AND WAIVER

a. Insurance. At all times during the term of this Lease, Tenant will carry and maintain, at its own cost and expense:

i. Commercial general liability insurance for claims for bodily injury or death and property damage with limits of not less than $2,000,000 per occurrence, including coverage for premises-operations and contractual liability;

ii. insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Tenant's Equipment and personal property located on the Premises and the Site, in an amount not less than their full replacement value;

iii. worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limits required by the laws of the state in which the Premises are located; and

iv. if Tenant operates owned, hired or non-owned vehicles on the property, automobile liability insurance with a limit of not less than $500,000 combined bodily injury and property damage.

v. All such insurance shall be placed with insurers having a "Best's" rating of A- VII and under such form of policies reasonably acceptable to Landlord. Tenant shall forward to Landlord certificates of insurance evidencing coverage prior to entering onto the Premises and upon renewal of coverage thereafter. Certificates shall provide that the City of Rapid City and the Rapid City Regional Airport Board, individually and collectively, its representatives, officers, officials, employees, agents and volunteers be included as an additional insured on all liability policies (except workers' compensation and All Risk Property), that 30 days' prior written notice of cancellation of coverage shall be provided to Landlord, that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Landlord with respect to the negligent acts of Tenant, and that the policy provides severability of interest/cross-liability coverage.

vi. Landlord's general liability and property damage insurance will not be carried for the benefit of Tenant, and Tenant will have no right or claim in the proceeds of any such insurance and no right of indemnity from claims on account of Landlord's insurance.

vii. Tenant will not act or permit acts upon the Premises that would jeopardize or conflict with fire insurance policies or increase the rate of fire insurance.

b. Waiver and Indemnity.
i. From and after execution of this Lease, Tenant assumes all risks of its own operations, and Tenant and its agents and independent contractors shall indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liabilities and expenses, including costs and reasonable attorneys' fees, by reason of death or injuries to persons or damage to property arising either directly or indirectly out of: (i) the use, occupancy, or enjoyment of the Premises by Tenant, its agents, employees, or contractors, or any maintenance, repair, work, activity, or other things allowed or permitted by Tenant to be done or left undone in or about the Premises, the Building, or the Site; (ii) the actions or omissions of Tenant, Tenant's agents, servants, contractors, or employees, or of any other person entering onto the Premises, the Building, or the Site under express or implied invitation of Tenant; (iii) any breach or default in the performance of any obligation of Tenant under this Lease; (iv) the interference of the Equipment; or (v) any negligent or willful act or failure to act of Tenant, its agents, employees, or contractors. Tenant shall not, however, be required to indemnify Landlord to the extent such damages are caused by the negligence or willful misconduct of Landlord. Tenant's obligations under this Section shall survive expiration or earlier termination of this Lease.

ii. If the Premises or the Equipment are destroyed or damaged by any cause to such an extent or degree that Tenant suffers shut down of service or loss of revenue or property, Landlord shall not be responsible in any way for loss of such revenue or property. If Tenant cannot or chooses not to restore service within 90 days, either party may, at its option and without liability, terminate this Lease upon notice to the other party.

VII. COMPLIANCE WITH LAWS

a. Tenant Compliance. Tenant shall comply with all federal, state and local statutes, ordinances, laws, rules and regulations of any public authority affecting the Premises and the Equipment and the use thereon, including, but not limited to, the U.S. Department of Labor, Occupational Safety and Health Administration, the Federal Communications Commission ("FCC") and the Federal Aviation Administration (collectively, the "Laws"). Tenant shall promptly correct, at Tenant's sole expense (including without limitation payment of any fines or penalties), any noncompliance with the Laws. Tenant shall, at its own cost, obtain all federal, state and local permits and licenses necessary to operate under this Lease. If, as a result of Tenant's operations or use of said Premises hereunder, any Laws are violated, Tenant shall protect, save harmless, defend and indemnify Landlord, its officers, employees and agents, against and from any and all penalties, fines, costs and expenses, including court costs and attorney fees, imposed upon or incurred by Landlord, its officers, employees or agents, resulting from, or connected with, such violation or violations, except for tower lighting and marking violations caused by Landlord's negligence or willful misconduct. As an FCC Licensee, Tenant is required by Part 17 of the applicable FCC rules to ensure that structures upon which its radio antennas are located satisfy certain lighting and marking specifications. As operator of the subject Premises, Landlord hereby assumes responsibility for ensuring that the Premise is operated in compliance with all lighting and marking requirements.

b. Environmental Matters.
i. **Tenant's Obligations.**

1. Tenant will not cause or permit the storage, treatment or disposal of any Hazardous Waste in, on, or about the Premises or any part of the Site by Tenant, its agents, employees or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Site or any part of the Site to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

2. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents and employees harmless from and against all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with: (i) Tenant's breach of its obligations in this Section; or (ii) Tenant's introduction of Hazardous Materials to the Site. Tenant's obligations under this Section shall survive the expiration or other termination of this Lease.

ii. **Obligations.** Tenant will promptly notify the Landlord (i) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Site; and (ii) all claims made or threatened by any third party against Tenant, Landlord or any part of the Site relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Site or any part of the Site.

iii. **Environmental Assessments.** Landlord may, from time to time during the Term, conduct such environmental assessments or tasks as Landlord deems necessary, provided that Landlord will give Tenant reasonable prior notice of its entry on the Premises for such purposes and will cooperate in minimizing any disruption of Tenant's use of the Premises as a result of such activity. Landlord will make available to Tenant copies of any reports or assessments so obtained by Landlord.

c. **Definitions.**


ii. "Hazardous Waste" means hazardous waste as defined under the Resource

VIII. END OF TERM

a. **Removal.** Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in good order and condition, and Tenant shall remove all of its Equipment. If within 30 days after the termination of this Lease Tenant has not removed its Equipment and property and not restored the Premises, Landlord may do so and Tenant shall reimburse Landlord for all expenses or costs for removal and restoration. Tenant's obligations under this Section will survive the expiration or other termination of this Lease.

b. **Holdover.** Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be increased to an amount equal to 150% of the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, except that any renewal, expansion or purchase options or rights of first refusal contained in this Lease shall be null and void during such month-to-month tenancy.

IX. SECURITY DEPOSIT

a. If at any time during the term of this Lease, including any Renewal Term, Tenant fails, on two (2) consecutive occasions in one (1) calendar year, to make payments in accordance with the payment provisions of this Lease, Landlord may require Tenant to provide a security deposit in the amount of three (3) months Rent. The form of this security deposit may be in the form of a letter of credit or a cash deposit, as agreed upon by the two (2) parties. In no event shall Landlord be obligated to apply the deposit on Rents in arrears or on damages for failure to perform the terms and conditions of this Lease by Tenant. Application of the security deposit sum to the arrears of rental payments or damages shall be at the option of Landlord, and the right of possession of the premises by Landlord for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to Tenant when this Lease is terminated, according to the terms of this Lease, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord by reason of any breach of the terms and conditions of this Lease by Tenant. In no event is the security to be returned until Tenant has vacated the premises and delivered possession of the Premises. The security deposit will draw no interest. In the event that Landlord repossesses the Premises because of default of Tenant or because of a failure by Tenant to carry out the terms and conditions of the Lease, Landlord may apply the security on all damages suffered to the date of repossession and may retain the balance of the security to apply on damages that may accrue or be suffered of thereafter by reason of the default or breach of Tenant. Landlord shall not be obligated to hold the security in a separate fund, and may mix the security with other funds of Landlord.
X. DEFAULT

a. Events of Default. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default"

i. Tenant defaults in the due and punctual payment of Rent, and such default continues for ten (10) days after written notice from Landlord; however, Tenant will not be entitled to more than one written notice for monetary defaults during any 12-month period, and if after such written notice any Rent is not paid when due, an Event of Default will be considered to have occurred without further notice;

ii. Tenant vacates or abandons the Premises;

iii. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;

iv. Voluntary or involuntary proceedings under any bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or insolvency act of any state or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment;

v. Tenant purports to assign this Lease, or sublet all or a portion of the Premises, in violation of the terms hereof; or

vi. Tenant shall fail to correct and eliminate interference caused by its Equipment; or

vii. Tenant shall fail to perform any of the other agreements, terms covenants or conditions hereof on Tenant's part to be performed, and such nonperformance shall continue for a period of 30 days after written notice thereof from Landlord to Tenant, or if such performance cannot be reasonably accomplished within such 30-day period, Tenant shall not have commenced in good faith such performance within such 30-day period or shall not have diligently proceeded therewith to completion.

b. Landlord's Remedies. If any one or more Events of Default set forth above occurs then Landlord has the right, at its election:

i. To terminate this Lease, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term, and all obligations of Landlord and tenant shall cease except as to Tenant's liability as herein provided,
and Tenant shall surrender the Premises and remove all of its Equipment. If this Lease is terminated, Landlord will be entitled to recover from Tenant: (1) the unpaid rent that had been earned at the time of termination; (2) the unpaid rent that had been earned at the date of the judgment awarding damages to Landlord (the "Date of Judgment"); (3) the unpaid rent for the balance of the Term of this Lease after the Date of Judgment; and (4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result from that failure. The amount referred to in clauses (1), (2), and (3) is computed by allowing interest at the highest rate permitted by law.

ii. To cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

c. Remedies Cumulative. Landlord's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by Landlord of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

XI. GENERAL

a. Casualty. If the Premises or a portion of the Equipment on the Site necessary for Tenant's occupancy is damaged during the Term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies, Landlord may, in its sole discretion, repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction. Landlord shall provide written notice to Tenant, within 30 days from the date of such casualty, detailing whether or not Landlord will rebuild or repair the Leased Premise. If Landlord repairs or rebuilds the Premises, Rent will be abated proportionately during any period in which there is substantial interference with the operation of Tenant's business. Notwithstanding the foregoing, if the Premises are damaged to the extent that it would take, in Landlord's reasonable judgment, more than 90 days to repair, then Tenant may terminate this Lease upon notice to Landlord. If Landlord elects not repair or rebuild the Premises, then this Lease will terminate upon notice to Tenant of Landlord's election.

b. Condemnation. If, at any time during the term of the Lease, title to the whole or substantially all of the Premises shall be taken in condemnation proceedings or by any right of eminent domain, this Lease shall terminate and expire on the date of such taking and the fixed rental and other charges payable hereunder shall be apportioned and paid to the date of such taking. For purposes of this paragraph, "substantially all of the Premises" shall be deemed to have been taken if the untaken portion of rent cannot be practically and economically used or converted for use by Tenant for the purpose permitted by this Lease.
c. **Effect of Sale.** A sale, conveyance or assignment of Landlord's interest in the Site will operate to release Landlord from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment. Tenant will look solely to Landlord's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Tenant will attorn to Landlord's successor-in-interest to this Lease, so long as such successor-in-interest assumes Landlord's obligations under the Lease from and after such effective date. Any such transfer or transfers of title or conveyances shall not disturb Tenant's rights under this Lease so long as Tenant is not in default under this Lease.

d. **Inspection.** Landlord reserves the right to enter, at any time, the Premises to inspect the same.

e. **Abandonment.** If Landlord decides to abandon the Premises, it shall give prior written notice to Tenant at least 180 days in advance of such abandonment and this Lease will terminate on the date stated within such notice.

f. **Assignment.** Tenant shall not assign this Lease nor sublet any part or all of the Premises without the approval of Landlord, which may be unreasonably withheld in Landlord's sole discretion. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties. Notwithstanding the foregoing, Tenant may assign this Lease to an affiliated entity, including a parent, subsidiary, entity controlled by a parent, or a successor by merger with Tenant or affiliate of Tenant, without Landlord's approval.

g. **Late Payment Interest.** In the event Tenant fails to pay the Rent or any additional fees or charges required to be paid under the provisions of this Lease and that failure continues for more than ten (10) days after the date on which Landlord gives Tenant written notice of the delinquency, then interest at one and one half percent (1.5%) per month shall accrue against the delinquent payment(s) until the same are paid. Implementation of this provision shall not preclude the Landlord from terminating this Lease for default in the payment of rentals, fees or charges, or from enforcing any other provisions contained herein.

h. **Time of the Essence.** Time is of the essence of each and every provision of this Lease.

i. **Remedies Cumulative - No Waiver.** The rights and remedies granted to the Landlord hereunder shall be deemed to be cumulative and non-exclusive. The failure by the Landlord at any time to assert any such right or remedy shall not be deemed to be a waiver and shall not preclude the assertion of such right or remedy at a later date.

j. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be given: (a) by United States first class mail, postage prepaid, registered or certified, return receipt requested, (b) by hand delivery (including by means of a professional messenger service), or (c) by a nationally recognized overnight delivery service that routinely issues receipts. Any such notice or other communication shall be addressed to the party for whom it is intended at its address.
set forth in Section I, an shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

k. Landlord's Name. Tenant is prohibited from using Landlord's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Landlord's prior written consent.

l. Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to so by requisite action of the board of directors, or partners, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document to that effect.

m. Counterparts. This Lease may be executed in counterparts, and when each of the parties hereto has executed and delivered one or more counterparts this Lease shall be binding and effective, even though no single counterpart has been executed by both parties.

n. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto, supersedes any and all prior written or oral agreements or understandings, and may be modified only by a writing executed by the parties here.

o. Severability. In the event any provision of this Lease be determined to be unenforceable, such provision shall be considered separate and severable from the remaining provision of this Lease, which shall remain in force and be binding as though such unenforceable provision had not been included.

p. Captions. The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

q. Governing Law. This Lease shall be governed by and interpreted according to the laws of the State of South Dakota.

r. Recordation. Tenant shall not record this Lease or a memorandum thereof in the public records without the prior written consent of Landlord.

s. Subordinate Agreements. The parties hereto expressly understand that this Lease is subordinate and subject to all existing agreements between the Landlord and the Federal Aviation Administration, or between the Landlord and the State of Iowa. During the time of war or national emergency the Landlord shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such Lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of this Lease to the Government, shall be suspended. Any executed lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
t. **Flight Operations.** The Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

u. **Aircraft Hazards.** The Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the Landlord, would limit the usefulness of the Airport or constitute a hazard to aircraft.

v. **Airport Operations.** Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

w. **Obstructions.** Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such height as to comply with Federal Aviation Regulations, Part 77.

EXECUTED as of the date and year first written above.

**SPRINT SPECTRUM, L.P.**
(Tenant)

**RAPID CITY REGIONAL AIRPORT BOARD**
(Landlord)

By: [Signature]

Title: Sr Director, Technology Procurement

Date: 9/30/2020

**ATTEST:**

[Signature]

**DN98XS020_5761_Strategic Transaction_DAS_New Lease**

16
EXHIBIT A – NEW EQUIPMENT INSTALLATION PLANS & SPECS
NEW COAX CABLE FROM NEW EQUIPMENT IN EXISTING AIR BAG GAGE OFFICE AT LEVEL 1 TO NEW GPS AND OUTDOOR DIRECTIONAL ANTENNA (Nokia Mini-Macrowave) MOUNTED AT EXISTING ROOF TOP ROUTED ALONG WALLS/Ceilings ON-NEW SUPPORTS THROUGH NEW PENETRATION AND ALONG SLEEPERS ON ROOF TOP (APPROX. DISTANCES 615 FT) SEE "A.1.00" FOR DETAILS

EXISTING ROOF HEIGHT (FT)

CONCOURSE NORTH

CONCOURSE SOUTH

TERMINAL WEST

TERMINAL EAST

KEY PLAN

(2) NEW GPS ANTENNA AND (1) NEW DIRECTIONAL ANTENNA (Nokia) MOUNTED ON ROOF TOP SEE "A.1.00" FOR DETAILS

EXISTING ROOF TOP (FT)

SOS PENETRATE EXISTING ROOF SHEET FOR NEW COAX CABLES SEE "A.1.00" FOR DETAILS

(3) NEW TERMINIX MINI-MACR AND (1) NEW NFIR FIRE-RESISTED MOUNTED TO NEW 4'A X 2'2" X 1/2" FIRE-TREATED PLYWOOD BACK OF EXISTING AIR BAG GAGE OFFICE SEE "A.1.00" FOR DETAILS

PARTIAL ROOFTOP PLAN-TERMINAL EAST

SCALE: 1" = 1'-0"

A.1.00
NOTE:
EXISTING BUILDING DRAWINGS PROVIDED BY ONAIR SOLUTIONS. NO PHYSICAL MEASUREMENTS OF ROOMS WERE CONDUCTED.

EXISTING ACCESS DOOR (TYP)
EXISTING OVERHEAD DOOR

AMERICAN AIRLINES BAGGAGE OFFICE

NEW COAX CABLE FROM NEW EQUIPMENT IN EXISTING AA BAGGAGE OFFICE AT LEVEL 3 TO NEW EPI AND OUTDOOR DIRECTIONAL ANTENNA ON NEW NON-PENETRATING ROOF MOUNT AT EXISTING ROOFTOP ROUTED ALONG WALL ELEVATORS ON NEW SUPPORT, SPLIT LEVEL 2/3 DISTRIBUTION PANEL AND ALONG SLEEPER ON ROOFTOP APPROX. DISTANCE 150 FT SEE A.3.99 FOR CONTINUATION

SIDE PENETRATE EXISTING ROOF VENT FOR NEW COAX CABLES
SEE A.4.46 FOR DETAILS

EXISTING 20A DISTRIBUTION PANEL "J12"
(Power Source)

EXISTING DISTRIBUTION PANEL "L11"

(1) NEW 24X24X24 IN. PVC BOXES AND (1) NEW 18X18X18 IN. PVC BOX MOUNTED TO Eможнов NEW AIR SPLIT LEVEL 2/3 FIRE TREATED PLYWOOD BACK BOARD IN EXISTING AA BAGGAGE OFFICE SEE A.3.99 FOR DETAILS

SITE PHOTO (BACKBOARD LOCATION)

FINAL HEAD-END EQUIPMENT PLAN
SCALE 3'-0" = 1'-0"
NOT USED

Sprint
FULLERTON
1030 W. RICHMOND RD
HICKSTON, TX 77546
www.onairsolutions.com

OnAir Solutions
1030 W. RICHMOND RD
HICKSTON, TX 77546
www.onairsolutions.com

Rapid City Regional Airport

EQUIPMENT PLAN AND DETAILS
SHEET NUMBER: A.3.00
### Flexi Zone Micro/Pico BTS—FWFA- LTE Band-25 (1900 MHz)

#### Front, Back, Side & Bottom Views

- **Bottom View**
  - RJ45
  - Fiber SFP
- **Front**
  - 100 mm x 100 mm
- **Side View**
  - 100 mm x 100 mm

#### General Specifications

<table>
<thead>
<tr>
<th>Product</th>
<th>Flexi Zone Micro/Pico Outdoor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LTE Band Support</strong></td>
<td>B1: 2100 MHz, B19: 1900 MHz, B20: 810 MHz</td>
</tr>
<tr>
<td><strong>RF Output Power</strong></td>
<td>G1: 5 W, G2: 5 W</td>
</tr>
<tr>
<td><strong>Gain</strong></td>
<td>G1: 100 dB, G2: 100 dB</td>
</tr>
<tr>
<td><strong>Bandwidth Support</strong></td>
<td>1: 17.5 - 21.5 MHz</td>
</tr>
<tr>
<td><strong>Power Combiner Output Support</strong></td>
<td>1: 50 dBm</td>
</tr>
<tr>
<td><strong>Size</strong></td>
<td>190 x 190 x 110 mm</td>
</tr>
<tr>
<td><strong>Weight</strong></td>
<td>1.2 kg</td>
</tr>
<tr>
<td><strong>Synchronization</strong></td>
<td>1: 10 MHz, 2: 50 MHz, 3: 100 MHz</td>
</tr>
</tbody>
</table>

#### RF Specifications

<table>
<thead>
<tr>
<th>Product</th>
<th>Flexi Zone Outdoor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VSWR Measurement</strong></td>
<td>1: 1.5, 2: 1.5</td>
</tr>
<tr>
<td><strong>Power Adjustment</strong></td>
<td>1: -10 dB, 2: -10 dB</td>
</tr>
<tr>
<td><strong>Power Variation</strong></td>
<td>1: -15 dB, 2: -15 dB</td>
</tr>
<tr>
<td><strong>Temperature</strong></td>
<td>1: -40 to 75°C, 2: -40 to 75°C</td>
</tr>
</tbody>
</table>

#### Mechanical Specifications

<table>
<thead>
<tr>
<th>Product</th>
<th>Flexi Zone Outdoor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Emission Specification</strong></td>
<td>1: EN 50332-1, 2: EN 50332-2</td>
</tr>
</tbody>
</table>

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### Flexi Zone Micro/Pico BTS—FWFA- LTE Band-25 (1900 MHz)

#### Interface Surge Table

<table>
<thead>
<tr>
<th>Port</th>
<th>Surge Protection</th>
</tr>
</thead>
<tbody>
<tr>
<td>RJ45</td>
<td>ESD, EFT, Lightning</td>
</tr>
<tr>
<td>Fiber SFP</td>
<td>ESD, EFT, Lightning</td>
</tr>
</tbody>
</table>

---

### Flexi Zone Micro/Pico BTS—FWFA- LTE Band-25 (1900 MHz)

#### General Specifications

<table>
<thead>
<tr>
<th>Product</th>
<th>Flexi Zone Outdoor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Backup</strong></td>
<td>1: 5 W, 2: 5 W</td>
</tr>
<tr>
<td><strong>Antenna</strong></td>
<td>Type: Directional, Length: 1.5 m, Gain: 18 dBi</td>
</tr>
<tr>
<td><strong>Local Maintenance Port</strong></td>
<td>RS-232, RJ45</td>
</tr>
<tr>
<td><strong>Input Power</strong></td>
<td>1: 50 dBm, 2: 50 dBm</td>
</tr>
<tr>
<td><strong>Status Indicators</strong></td>
<td>1: Battery Status, 2: SMS</td>
</tr>
<tr>
<td><strong>Mounting Options</strong></td>
<td>1: Wall Mount, 2: Ceiling Mount</td>
</tr>
<tr>
<td><strong>Emission</strong></td>
<td>1: EN 55022, 2: EN 55022</td>
</tr>
</tbody>
</table>

#### Equipment Specifications

- **Model**: A.6.01
- **Site Name**: RAPID CITY REGIONAL AIRPORT
- **Site Address**: ****
- **Equipment Specifications**: West Palm
NOTE: EXISTING BUILDING DRAWINGS PROVIDED BY ONAIR SOLUTIONS. NO PHYSICAL MEASUREMENTS OF ROOMS WERE CONDUCTED.

EXISTING ACCESS DOOR (TOP)

EXISTING OVERHEAD DOOR

EXTERNAL ACCESS DOOR (TOP)

EXISTING DISTRIBUTION PANEL, "L1"

EXISTING DISTRIBUTION PANEL, "L2"

NEW EARTH 820 CFM EXISTING DISTRIBUTION PANEL, "L1" TO "L2"

NEW QUAD RECEPTACLE ON NEW PLYWOOD BACKBOARD MOUNTED ON NEW SUPPORTS (APPROX. DISTANCE 59 FT)

NEW EARTH 820 CFM EXISTING DISTRIBUTION PANEL, "L2"

NEW 120/240V 50A NO VOLTAGE RECEPTACLE ON NEW PLYWOOD BACKBOARD ROUTED ON NEW SUPPORTS (APPROX. DISTANCE 59 FT)

NEW QUAD RECEPTACLE MOUNTED TO NEW FIRE TREATED PLYWOOD BACKBOARD

NEW EARTH 820 CFM EXISTING DISTRIBUTION PANEL, "L1"

NEW QUAD RECEPTACLE ON NEW PLYWOOD BACKBOARD MOUNTED TO NEW FIRE TREATED PLYWOOD BACKBOARD

SITE PHOTO (DISTRIBUTION PANEL, POWER SOURCE)