

Exhibit A

CONTRACT #3802

R-154-97

PCS SITE LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on or as of the 3<sup>rd</sup> day of April, 1997, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, 200 East Main Street, Lexington, Kentucky 40507 ("Sublessor") and SPRINT SPECTRUM L.P., a Delaware limited partnership, having offices located at 9000 Wessex Place, Suite 100, Louisville, Kentucky 40222 ("Sublessee").

W I T N E S S E T H:

1. Premises: The Sublessor does hereby let, lease and demise unto Sublessee certain premises located at 200 East Main Street in Lexington, Kentucky. The premises which the Sublessee shall have the right to occupy under the terms of this Lease is a portion of the Government Center premises leased to Sublessor by the Lexington-Fayette Urban County Government Public Facilities Corporation, by Lease dated December 1, 1982, recorded in Deed Book 1305, Page 645, Fayette County Clerk's Office. It is understood by Sublessee that this Sublease is subject to the terms of the Lease between Sublessor and the Public Facilities Corporation. The area which the Sublessee is to occupy consists of approximately 600 square feet located on the roof of the Government Center and more particularly described in Exhibit "A", and expressly including a non-exclusive easement or reasonable access to the demised premises and to a source of electricity and telephone facilities, as mutually agreed upon by the parties.

2. Use: Sublessee shall use the premises for the purpose of installing, removing, replacing, modifying, maintaining and

operating, at its sole expense, a personal communications service system facility (a "PCS" facility), including related antenna equipment and fixtures, and for no other purpose.

3. **Term:** To have and to hold unto Sublessee for a term of one (1) year commencing on the first day of August, 1997 and continuing thereafter for a period of twelve (12) consecutive months. This agreement shall automatically renew for nine (9) additional terms of one (1) year each unless either party gives written notice to the other party of its intention not to renew ninety (90) days prior to the expiration of the initial or any renewal term. Further, Sublessee may terminate this agreement by giving Sublessor ninety (90) days notice from the date that Sublessee determines that it is not able to obtain any necessary permits or authority, either original or renewal, for the intended use of the demised premises.

4. **Rent:** The premises contain an area of 600 square feet (more or less) and the initial rental rate is \$1,000.00 per month. The rental rate for each subsequent term shall increase by three percent (3%) each additional term. Sublessee hereby covenants and agrees to pay the Sublessor, without demand, at its office or such other place as Sublessor may from time to time designate, said rent for the premises during the term of this Lease, in advance, on the first day of each and every calendar month. Sublessee agrees to pay all taxes and assessments against its personal property and permit and license fees, if any, for doing business.

5. **Possession:** Sublessor agrees to deliver to Sublessee physical access to and possession of the demised premises upon the execution of this Lease by all parties hereto. Sublessor shall not have unsupervised access to the PCS equipment owned or installed by Sublessee.

6. **Alterations by Sublessee:**

(a) **Types of Alterations and Improvements:** Sublessee shall have the right during the continuance of this Lease to make such alterations or improvements to the PCS equipment as may be proper and necessary for the operation of the transmitter site for wireless voice and data communications, provided Sublessee shall pay all costs and expenses and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and in a good and workmanlike manner, and shall fully and completely indemnify Sublessor against any mechanic's lien or other liens or claims in conjunction with the making of such alterations and improvements. Any and all alterations or improvements to the PCS site or to PCS equipment that may increase the structural load of such equipment, or an increase in the number or size of any PCS antenna must be approved in advance by Sublessor, in writing, and such approval shall not be unreasonably withheld.

(b) **Removal of Improvements:** Except as otherwise provided, all inventory, furnishings, trade fixtures, and other equipment installed in the premises by Sublessee shall remain the property of Sublessee and shall be removed by Sublessee upon the

termination of this Lease, provided that any of such as are affixed to the premises and require severance may be removed and Sublessee shall repair any damage caused by such removal and shall restore the damaged premises to the same condition they were in before the additions or improvements were installed or affixed, ordinary wear and tear excepted

7. Signs: Sublessee shall not paint, or permit to be painted, its name or any advertisement on any part of the premises leased herein.

8. Condition of Premises: Sublessee shall keep the premises in a neat and clean condition and shall not interfere with Sublessor's use of its property or premises. Sublessee shall resolve, to Sublessor's satisfaction, any technical interference problems created or resulting from Sublessee's equipment as of the commencement of this agreement and during the term of the agreement, including all then-existing equipment owned by Sublessor or third parties when any equipment is attached to the demised premises by Sublessee at any future date. Likewise, Sublessor will not permit the installation of any future equipment on the demised premises which results in technical interference problems with Sublessees' then existing equipment.

9. Hazardous Substances: Sublessor represents that it has no knowledge of any substance, chemical or waste on the demised premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Sublessee shall not introduce or use any such substance, chemical or waste on

the demised premises in violation of any federal, state or local law or regulation.

10. Public Liability: Sublessee shall indemnify the Sublessor and hold Sublessor harmless against all claims, demands, and judgments for loss, damage or injury to property or persons resulting or occurring out of the acts of negligence of the Sublessee, the Sublessee's agents, contractors, employees, subcontractors or invitees. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of Sublessor. Sublessee agrees to carry and pay for public liability insurance in the principal amount of \$500,000.00 per person and \$1,000,000.00 per occurrence with an insurance company authorized to do business in the Commonwealth of Kentucky and with a loss clause payable to Sublessor and Sublessee as their respective interests may appear.

11. Utilities:

(a) Sublessor represents that utilities adequate for Sublessees use of the demised premises are available. Sublessee shall pay for any and all utilities used by it at the demised premises. In the event Sublessee must procure such utilities through Sublessor, Sublessee shall pay within ten (10) days of the billing date the cost of the utilities which serve the premises demised herein, including electric and telephone, which cost shall be determined by Sublessor, in conjunction with estimates and measurements provided by the appropriate local utility company or Sublessor. Any such determination by Sublessor shall be final and

binding upon Sublessee. Sublessor shall provide Sublessee with documentation of its cost calculations when submitting utility bills to Sublessee.

(b) Sublessee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities installed by Sublessor and that if any equipment installed by Sublessee shall require additional utility facilities, such facilities shall be installed at Sublessee's expense in accordance with plans and specifications to be approved in writing by Sublessor.

12. Repairs:

(a) **Repairs by Sublessor:** Sublessor shall maintain the building in or on which demised premises are located, including the roof, foundation and structural portion of the premises in good repair, except such as may be required thereto by reason of the acts of Sublessee.

(b) **Repairs by Sublessee:** Sublessee shall keep and maintain the demised premises in good condition and repair, including the non-exclusive easement granted herein, the tower antenna space and the cable run space, if any.

(c) **Liability:** Sublessor shall not be liable for any damage occasioned by reason of failure to keep the premises in repair, unless notice of the need for repairs has been given Sublessor in writing and said repairs are not made within thirty (30) days after such notice. In any event, Sublessor shall not be liable for any damage done or occasioned by or from the electrical

installations in the premises of the Sublessee which resulted from action or inaction on the part of the Sublessee, nor for any damage arising from acts of negligence of co-tenants or other occupants of the building or buildings of which the premises may form a part, nor the acts of any owners or occupants of adjoining or contiguous property.

(d) **Damage by Insured Casualty:** Sublessor and Sublessee agree that in the event the demised premises or the contents therein are damaged or destroyed by fire, casualty or the elements, the rights, if any, of either party against the other with respect to such damage or destruction are waived unless such damage results from the willful acts of either party or their respective agents, servants or employees; and that all policies of fire insurance or endorsement provide in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

13. **Use and Care of Premises:**

(a) Sublessee shall use and occupy the premises in a careful, safe and proper manner and shall keep the premises in a clean and safe condition in accordance with local ordinances and lawful direction of proper public officers.

(b) Sublessee shall not permit the premises to be used for any unlawful purpose, or in any way that will injure the reputation of the building in which the premises are situated, and shall not use or allow the premises to be used for any other

purpose other than as specified herein without the written consent of the Sublessor.

14. Compliance with Laws: Sublessor represents that the demised premises are in substantial compliance with applicable building, safety and other laws, codes and regulations. Sublessee shall comply with all applicable laws, codes and regulations relating to its possession and use of the demised premises.

15. Transfer of Lease: Sublessee may neither assign this Lease nor sublet the premises, in whole or in part, without the express, written approval of Sublessor. Provided, however, that Sublessor's prior written consent to the assignment or subletting by Sublessee to any party controlling, controlled by or under common control with Sublessee or to any party which acquires substantially all of the assets of Sublessee shall not be required.

16. Obstruction of Common Areas: Any passageways, access easements or other areas used by Sublessee in common with Sublessor or other tenants shall be so used as to be kept clear and unobstructed.

17. Property on Premises is Responsibility of Sublessee: All property of Sublessee which may be upon the demised premises during the term of this Lease or any extension thereof shall be at and upon the sole risk and responsibility of Sublessee.

18. Destruction of Premises: If the premises should be destroyed or damaged by fire or other casualty covered by Sublessor's policy of fire and extended coverage insurance, Sublessor may, with due diligence, make repairs or restoration at its



expense; provided, however, that Sublessor may at its option cancel this Lease instead of making the necessary repairs or restoration and Sublessee may at its option cancel this Lease by giving Sublessor thirty (30) days written notice of such cancellation. If neither party exercises its right of cancellation under this paragraph, then the agreement shall continue in full force and effect except for the abatement of all rental payments while the premises are being repaired or restored.

19. Access to Premises: Sublessor and Sublessee shall have free access to the premises at all reasonable times for the purpose of examining the same or to make any alterations or repairs to the premises that Sublessor or Sublessee may deem necessary for its safety or preservation. The parties agree that they shall enter into a written agreement regarding emergency access procedures for Sublessee on terms agreeable to both parties.

20. Vacation of Premises: Sublessee shall deliver up and surrender to Sublessor possession of the premises upon the expiration of the Lease, or its termination in any way, in as good a condition and repair as the premises were at the commencement of said terms (loss by fire or other casualty or the elements and ordinary wear and decay excepted).

21. Memorandum of Lease: This Lease shall not be recorded, but a memorandum of lease describing the property herein demised, giving the term of and referring to this Lease, may be recorded by either party.

22. Notices: Any notice or consent required to be given by

or on behalf of either party upon the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail, return receipt requested, to the other party at the address hereinabove stated or at the premises, or both. Changes in address may also, from time to time, be specified in writing and delivered by the parties in the same manner.

23. Waiver: No waiver or any condition of legal right or remedy shall be implied by the failure of Sublessor or Sublessee to declare a forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless in writing signed by party so waiving. The waiver of a breach by Sublessor or Sublessee of any condition shall not be claimed or pleaded to excuse a future breach of the same condition or covenant or any other condition or covenant.

24. Eminent Domain: In the event the demised premises or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use, or condemned under eminent domain, the Sublessee shall not be entitled to claim, or have paid to the Sublessee, any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of the Sublessee, and Sublessee hereby relinquishes to Sublessor any rights to any such damages. The Sublessor shall be entitled to claim and have paid to it for the use and benefit of the Sublessor all compensation and/or damages for and/or on account of and/or arising out of such taking and/or condemnation without deduction from the amount thereof for or on

account of any right, title, interest or estate of the Sublessee in or to said property.

Should all of the leased premises be taken by eminent domain, then this Lease shall be deemed terminated, and the Sublessee shall be entitled to no damages or any consideration by reason of such taking. Sublessor shall provide Sublessee with reasonable notice of the initiation of any claim or proceeding against Sublessor under this paragraph. Such notice shall be given within twenty (20) days of Sublessor receiving notice of such claim or proceeding.

25. Lease Inures to Benefit of Assignees: This Lease, or any of the covenants, provisions and conditions herein contained, as the case may be, shall inure to the benefit of and be binding upon heirs, personal representatives, successors and assigns respectively of the parties hereto.

26. Quiet Enjoyment: Sublessor hereby covenants and agrees that if Sublessee shall perform all the covenants and agreements herein stipulated to be performed on Sublessee's part, Sublessee shall at all times during the term of this Lease have peaceable and quiet enjoyment and possession of the premises without hindrance from Sublessor or any person or persons lawfully claiming the premises.

27. Default by Sublessee: If any installment of rent , or any portion thereof, shall remain unpaid for a period of ten (10) days after due, or if Sublessee should default in the observance or performance of any other terms and covenants contained herein and

have failed diligently to pursue correction of such other default after receiving thirty (30) days' written notice from Sublessor specifying such other default (it is clearly understood that no notice is required to be given to Sublessee for default in the payment of rent), then the Sublessor shall have the following remedies:

(a) Sublessor will be entitled to a late fee penalty of five percent (5%) of the overdue rent;

(b) Sublessor may sue to collect any and all sums which may accrue to Sublessor by virtue of the provisions of this Lease or for any and all damage that may accrue by virtue of the breach of this Lease, or both;

(c) Sublessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

(d) Should rent, or any portion thereof, be unpaid for a period of thirty-one (31) days or longer, Sublessor may, without further notice to Sublessee and without demand for rent payments due, or for the observance or performance of any other terms, conditions or agreements hereof, terminate this Lease Agreement, re-enter the premises and remove all persons and property therefrom, with or without process of law.

(e) Sublessor may, if it so elects, pursue any other remedies provided by law for breach of this Lease Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to Sublessor is intended

to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or equity or by statute.

28. **Default by Sublessor:** If Sublessor shall default in the observance or performance of any terms or covenants herein contained and shall have failed diligently to pursue correction of such default after receiving thirty (30) days written notice specifying such default, then Sublessee may cancel this Lease and have all remedies to which it is entitled at law or equity.

29. **Interpretation:** If any clause, sentence, paragraph or part of this Lease shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Lease Agreement, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects said Lease shall continue in full force and effect.

30. **Entire Agreement:** This Lease Agreement and the Exhibits attached hereto contain the entire agreement between the parties; and any executory agreement hereinafter made shall be ineffective to change, modify or discharge this Lease Agreement in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If any provision of this Lease Agreement is invalid or unenforceable with respect to either party, the

remainder of this Lease Agreement will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

31. Interpretation as Partnership Prohibited: It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between Sublessor and Sublessee.

32. Non-Discrimination: Sublessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap.

33. Sublessor's Agent: The agent for Sublessor for purposes of this Lease Agreement including but not limited to receipt of rent payments, approval of alterations to premises, and notices and consent, shall be Joe Ewalt, Administrative Aide to the Mayor, Twelfth Floor, Lexington Government Center, 200 East Main Street, Lexington, Kentucky 40507.

34. Security Deposit: A security deposit equal to \$1,000.00 shall be paid by Sublessee upon execution of this Lease Agreement. Upon termination of this Lease, the security deposit will be returned to Sublessee, less any amount required to repair any damages to the premises. In no event, however, shall Sublessee's liability for damages to the premises be construed to be limited to the amount of the security deposit, nor shall any portion of the security deposit be applied toward rent payments.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

SUBLESSOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Pam Miller  
PAM MILLER, MAYOR

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing Lease was subscribed, sworn to and acknowledged before me by Pam Miller, Mayor of Lexington-Fayette Urban County Government, for and on behalf of the Government, on this the 10<sup>th</sup> day of April, 1997.

My commission expires: 10-18-98

Susan Lamb  
NOTARY PUBLIC, STATE AT LARGE, KY

SUBLESEE:

SPRINT SPECTRUM L.P.  
BY: [Signature]  
ITS: Area Mgr

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing Lease was subscribed, sworn to and acknowledged before me by J ALLEN THARP, as VICE PRES for and on behalf of Sprint Spectrum, L.P., Sublessee, on this the 1ST day of AUGUST, 1997.

My commission expires: June 1, 2001

Jennifer M. Stinson  
NOTARY PUBLIC, STATE AT LARGE, KY

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EXHIBIT A-1

TRACT I

That tract or parcel of land situated on the southwest side of East Main Street and on the southeast side of Ayres Alley in Lexington, Fayette County, Kentucky, as more fully described and bounded as follows, to -wit;

Beginning at a point in the southwest line of East Main Street where it intersects the southeast line of Ayres Alley; thence with said Southeast line of Ayres Alley in a Southwesterly direction 247.5 feet to the line of Associated Dry Goods Company; thence with Associated Dry Goods Company for five calls, in a Southeasterly direction 77.5 feet, in a Southwesterly direction 3.5 feet, in a Southeasterly direction 45.5 feet, in a Southwesterly direction 3.02 feet, and in a Southeasterly direction 44 feet; thence again with Associated Dry Goods Company and continuing with Graves, deCognets, Manning and Andrews in a Northeasterly direction 254.02 feet to the aforesaid Southwest line of East Main Street; thence with said Southwest line of East Main Street in a Northwesterly direction 167 feet to the beginning; and

TRACT II

All of Parcel 1 of a Consolidation Record Plat for the Lexington Urban Renewal and Community Development Agency recorded in the Fayette County Court Clerk's Office in Plat Book 31, Page 86.

BEING the same property acquired by Lexington-Fayette Urban Co. Gov't. Public Facilities Corp., by Deed recorded in Deed Book 1298, Page 455, and by Deed recorded in Deed Book 1298, Page 458, in the Office of the Fayette County Court Clerk.

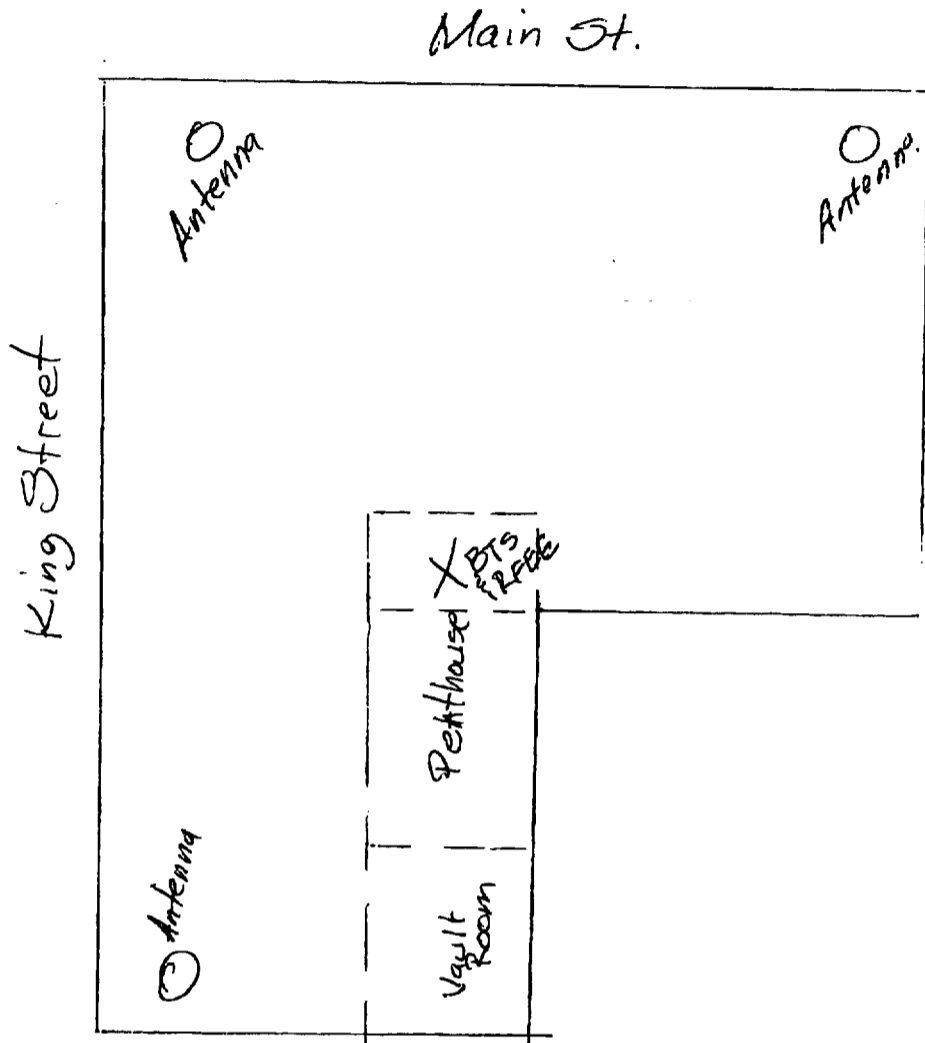
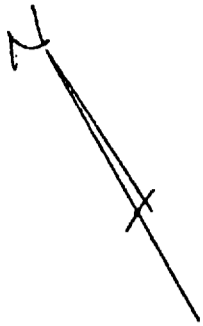
OWNER  
SSLP

Ram M. Kelly  
JAT

EXHIBIT A-2

City Hall LV13XCO12

200 E. Main St. Lexington, Ky.



OWNER Pam Miller  
SSLP JAT