

# Tower Lease Agreement

In the State of Texas and County of Williamson

In consideration of the covenants herein contained between Electronic Corporate Pages, Inc., herein referred to as "Landlord" and, Williamson County, Texas, a political subdivision of the state of Texas, herein referred to as "Tenant," and the rentals agreed to be paid, the parties mutually agree to enter into this Tower Lease Agreement ("Lease") as follows:

## I.

### AGREEMENT TO LEASE; INSTALLATION, OPERATION AND MAINTENANCE OF EQUIPMENT AND BUILDING

Landlord hereby grants Tenant permission to install and operate the following described radio communications equipment and building on or in Landlord's radio tower facility and property described as:

Being 1.00 acre of land, more or less, out of the James Miller Survey, Abstract No. 414 (record deeds recite out Edward Lang Survey, Abstract No. 7), in Williamson County, Texas, being the same property described as Tract 1 and conveyed to Dabney/Strawn, L.L.C, a Texas limited liability company, d/b/a Cybertel, a Texas Corporation, by Warranty Deed dated May 23, 2008, recorded under Document No. 2008042742 of the Real Property Records of Williamson County, Texas (collectively the "Premises").

Subject to any existing leases, easements, or rights-of-way, Tenant may install, maintain, remove, replace and operate upon the Premises, subject to the terms and conditions set forth herein, the following (collectively the "Tenant's Property"):

- A. The antennas with built-in electronics and other communications equipment, which are depicted and described in Exhibit "A", which is attached hereto and incorporated herein for all purposes.
- B. A weather resistant power supply cable between antennas and power supply equipment, shall be anchored firmly to the tower.
- C. Radio communications equipment consisting of a transmitter, receiver and control equipment to be installed in Tenant's equipment house near base of the tower.
- D. Construct and maintain a building upon the Property not to exceed 450 square feet. The concrete pad upon which the building shall be constructed shall be centered upon a point located upon the Property at 30:52:45.2N Lat. and 97:43:27.3W Long.

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II.  
ACCESS TO PREMISES

- A. Access to Premises. Landlord agrees that, during the Initial Term of this Lease and any extension thereafter, Tenant shall have reasonable ingress and egress to the Premises for the purpose of maintenance and repairs to Tenant's Property. For purposes of such ingress and egress during the Initial Term of this Lease and any renewal term thereafter, Tenant shall be allowed to use the easement designated as Tract 2 in a Warranty Deed dated November 20, 2008, recorded under Document No. 2008087441 of the Real Property Records of Williamson County, Texas. It is further agreed, however, that only qualified contractors approved by the Landlord, or persons under Landlord's direct supervision will be permitted to install or remove antenna or coax cable or to enter or climb the tower structure itself. Coax must be permanently identified at the top and bottom of line.
- B. Access to Tenant's Building. Only Tenant shall have access to the Tenant's building, which is described under Article I above. If Landlord wishes to access Tenant's building, Landlord shall request permission from Tenant for such access and Tenant shall accompany Landlord during its access to the building.

III.  
TENANT'S COVENANTS

Tenant covenants and agrees that Tenant's equipment, its installation, operation and maintenance will:

- A. In no way damage the building or tower structure and accessories thereto.
- B. Only use the frequencies listed in Exhibit "A" and will not interfere with the operation of existing tenants operational radio transmitting and receiving equipment, as specified in their respective leases. In the event there is interference, Tenant will promptly take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable period of time, tenant agrees to remove their respective equipment from Landlord's property and this Lease shall therefore be terminated.
- C. Not interfere with the maintenance of Landlord's tower and the tower lighting system.
- D. Comply with all applicable rules and regulations of the Federal Communications Commission, and electrical codes of the state and county concerned.
- E. Under this Lease, the Landlord assumes no responsibility for licensing, operation and or maintenance of Tenants radio equipment. Landlord has the responsibility of observing tower lights and maintaining records including notification to Federal Aviation Agency of any failure and repairs and correction of same.

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- F. Special conditions: **Tenant will be responsible for all applicable FAA and FCC rules on tenant's equipment.** Tenant will also be responsible for any taxes on tenant's equipment if assessed by county or other applicable taxing authority.

IV.

RENT; PAYMENT OF RENT AND RENT ADJUSTMENT

- A. Rent. During the first year of the Initial Term, Tenant shall pay to Landlord the sum of \$1,500.00 per month ("Initial Base Rent") for the use of Landlord's radio tower facility and Premises, as set forth herein, Said Rent shall be paid on the first day of each and every calendar month during the Initial Term, beginning on \_\_\_\_\_ 1, 20\_\_\_\_ and continuing regularly and monthly on the first day of each and every calendar month thereafter.
- B. Payment of Rent. Payments shall be made in advance without notice or demand and without deduction or offset. A late charge of five percent (5%) of the past due payment amount shall be due if Landlord has not received the entire monthly Rent amount by the fifteenth (15<sup>th</sup>) day after the due date for such payment. Rent shall be paid to Landlord at 12113 Roxie Dr, Suite 200. Austin, Tx-78729 or such other location as Landlord may hereafter designate in writing. Rent and any other sums payable hereunder to Landlord, which is received after the due date is delinquent and Tenant shall be in default under this Lease.
- C. Base Rent Adjustment. Beginning one year from the Commencement Date, the Base Rent will be adjusted on each anniversary of the Commencement Date (the "Adjustment Date") by an increase of 2% and each subsequent year's rent shall be the prior year's rent plus an increase of 2% of the rent due for the year prior to said increase.

V.

TERM OF LEASE  
AND  
RENEWAL OF LEASE

The initial term of this Lease shall commence on \_\_\_\_\_, 20\_\_\_\_ ("Commencement Date") and shall continue for ten (10) years thereafter ("Initial Term"). Following the Initial Term, this Lease will automatically renew unless a party notifies the other party of that party's intent not to renew it at least sixty (60) days prior to the end of the Initial Term. It is mutually agreed that this Lease shall be automatically renewed subject to the same terms and provisions for additional periods of ten (10) years each. Rent payments during the renewal term shall be adjusted in accordance with Article IV. above.

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VI.  
INTERFERENCE

During the Initial Term of this Lease and any renewal term thereafter, Landlord will not grant a similar radio tower rental, license or lease agreement or any rights and/or interests of any kind to another party, if such a grant would in any way affect, or interfere with Tenant's use of Landlord's radio tower facility and Premises, as set forth herein. Tenant shall not assign or sublet its lease hereunder, nor change the transmitting frequency, power, or character of its equipment, as stated in Exhibit "A," without first obtaining the written consent of the Landlord.

VII.  
DISASTER AND CASUALTY PROVISION

The parties hereto agree that Landlord shall in no way be liable of loss of use or other damages of any nature arising out of the loss, destruction or damage to the Premises, the tower, equipment, building or to tenant's equipment located thereon, by fire explosion, windstorm, water, or any other casualty or acts of third parties. In the event the tower or other portions of the Premises are destroyed or so damaged as to be unusable, the Landlord shall be entitled to elect to cancel and terminate this Lease, or in the alternative, may elect to restore the Premises, in which case the tenant shall remain bound hereby, but shall be entitled to an abatement of rentals during the loss of use.

VIII.  
DEFAULT AND REMEDIES

- A. The Landlord shall consider the following items as events of default:
1. The failure to pay rentals required hereunder when due.
  2. The failure to cure, within thirty (30) days after written notice thereof, any breach of these promises, undertakings and terms and conditions in this Lease.
  3. The filing of a voluntary petition under the bankruptcy laws, a composition or arrangement of creditors, an assignment for the benefit of creditors, or any other act reasonably indicating equitable or legal insolvency.
  4. Abandonment of the Premises.
- B. The Landlord shall be deemed to have committed an event of default if Landlord fails to cure, within thirty (30) days after written notice, any breach of the promises, undertakings and terms and conditions in this Lease.
- C. If Tenant commits an event of default, or in the event the Tenant shall otherwise breach or fail any of its undertakings or obligations hereunder, Landlord shall be entitled, at Landlord's option, to remove all property and equipment of Tenant which may be

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situated upon the Premises, without notice and without being guilty or liable in any manner for trespass, thereby terminating this Lease, or the Landlord shall be entitled to enforce all other remedies provided at law or in equity. To secure the performance of its undertakings hereunder, tenant hereby grants to Landlord a Landlord's lien and security interest in and to Tenant's property and equipment situated upon the Premises and agrees that in the event of default and foreclosure of such lien and security interest, such property may be disposed of in a commercially reasonable manner and the proceeds distributed in accordance with Chapter Nine (9) of the Uniform Commercial Code.

D. If Landlord shall be deemed to have committed an event of default, Tenant shall be entitled to avail itself of all remedies provided at law or in equity. Landlord's liability under this section is limited to the lesser of Tenant's actual damages or one year's rent under the terms of this Lease Agreement. Landlord shall further not be liable for any consequential or incidental damages incurred or suffered by Tenant.

#### IX. TAXES

The parties hereto stipulate that the rental rights herein granted relate to real property. In the event any sales or use tax should ever be payable on account of the lease agreement or the rental payment herein granted reserved, the tenant hereby agrees to pay same as additional rental, or to furnish such documentation as is necessary or appropriate to establish that such rental payments are exempt from sales or use tax.

#### X. INSURANCE

Insurance: Tenant certifies that it is a political subdivision of the State of Texas and, as such, claims against Tenant are subject to the liability and damage limitations of the Texas Tort Claims Act. Due to such fact, Tenant has chosen to self-insure rather than to obtain insurance coverage for its residual liability, if any. The full faith and credit of Williamson County, Texas, therefore, stands behind any lawful claims against it, its officials, employees, or agents.

Tenant shall, however, require that its contractors obtain and maintain commercial general liability insurance in an aggregate amount of not less than \$2,000,000.00 and name Landlord as an additional insured on the policy or policies. During the Initial Term and any renewal term, the policy (and all renewals or replacements) shall be in the form and content with such endorsements and modifications, if any, as Landlord shall reasonably require from time to time. Each policy shall contain a provision that it shall not be cancelled without 30 days prior notice to Landlord. Tenant shall require that its contractors provide Landlord with certificates of Insurance evidencing coverage required (and renewals of such insurance) not later than 10 days prior to the expiration date thereof. Tenant is advised that any insurance carried by or on behalf of Landlord does not cover Tenant, Tenant's Property, Tenant's business operation or any interest of Tenant. Tenant's contractors shall be responsible for providing, at such contractor's cost, all

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insurance required herein to be maintained by Tenant's contractors, in addition to any and all other insurance of whatever nature or kind which Tenant, at Tenant's option, shall maintain. Tenant's use and operations on the Premises shall not cause an increase in or termination of any and all insurance upon or with respect to the Premises. Tenant shall take all necessary actions to comply with all requirements of such coverage.

XI.  
UTILITIES

It is understood and agreed that the Tenant will be responsible for installing all electrical transmission lines and equipment necessary for Tenant's electrical service needs upon the Premises and that Tenant shall pay for all utility services received by Tenant upon the Premises. Furthermore, Tenant shall have its own separate metering in relation to the electricity that is being used by Tenant on the Premises. It is also understood that no air conditioning system exists at this site and that Tenant must provide such air conditioning for Tenant's equipment and improvements should Tenant need same.

XII.  
NOTICE

All notices and other communications required or permitted hereunder and tender of payment of rentals due hereunder shall be considered properly given or made when deposited with the U.S. Postal Service, properly addressed and bearing sufficient postage, but shall only be considered to be effective when actually received. Alternative carriers such as Airborne, DHL, United Parcel Service, Federal Express, or Lonestar Overnight shall also be considered acceptable under this Lease. The addresses of the parties for all purposes here of shall be as follows:

Landlord: Electronic Corporate Pages, Inc.  
12113 Roxie Dr  
Suite 200  
Austin, Tx, 78729

Tenant: Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With a Copy to: Ron Winch  
Wireless Communications Manager  
Williamson County Department of  
Emergency Communications  
508 Holly Street  
Georgetown, Texas 78626

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XIII.  
OWNERSHIP OF PREMISES AND TENANT'S PROPERTY

- A. Ownership of Premises. Landlord hereby represents to Tenant that it owns the radio tower facility and Premises in fee simple and that no other party has any other rights, title or interest in the Premises as of the date of the last party's execution hereof; SAVE and EXCEPT a leasehold interest which allows for a use of the Premises that will not interfere with Tenant's intended use of the Premises hereunder. Landlord hereby acknowledges that Tenant relies upon Landlord's representations regarding its ownership of the radio tower facility and Premises.
- B. Ownership of Tenant's Property. Landlord agrees and acknowledges that, at all time during this Lease, all of Tenant's Property shall remain the property of Tenant. In the event of any termination of this Lease, regardless of the reason for such termination, Tenant agrees to remove, at Tenant's sole cost and within ninety (90) days of such termination, all of Tenant's Property from the Premises; and Landlord acknowledges that Tenant shall have such right to remove Tenant's Property in such manner.

XIV.  
INABILITY TO OCCUPY

If after execution of this Lease, Tenant is unable to occupy and use Landlord's radio tower facility and Premises due to action of the FCC or for any other reason which is beyond Tenant's control (i.e. tower load capacity does not allow for the installation of all of Tenant's Property), this Lease may be terminated by either party without further obligation on the part of either party.

XV.  
AGREEMENT TO HOLD HARMLESS

- A. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from or caused by any of Tenant's Property; or caused by or arising from any act or omission of Tenant and/or Tenant's agents, invitees, employees, contractors, officers, or occasioned by the failure of Tenant to maintain Tenant's Property in safe condition; and Tenant hereby agrees to hold Landlord entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and expenses arising there from. The terms of this indemnity provision shall survive any termination of this Lease.
- B. Tenant shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from or caused by any defect in any building, structure or other improvement on the Premises that is not owned by Tenant; or in any equipment or other facility to which Tenant does not own; or caused by or arising from any act or omission of Landlord and/or Landlord's agents, invitees, employees, contractors, officers, lessees, licensees or anyone else in privity with Landlord or occasioned by the failure of Landlord to maintain the Premises in safe condition; and

Landlord hereby agrees to hold Tenant entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and expenses arising there from. The terms of this indemnity provision shall survive any termination of this Lease.

XVI.  
RIGHT OF FIRST REFUSAL

During the Initial Term of this Lease and any extension thereafter, if Landlord should desire to sell the Premises pursuant to any bona fide offer which it shall have received, it shall offer to sell the Premises to Tenant at the same price as that contained in such bona fide offer. Tenant shall have thirty (30) days from and after receipt thereof to decide whether or not to purchase the Premises at such price. If Tenant shall give notice of intent not to purchase or shall give no notice within the time herein limited, Landlord may accept such offer and proceed with the sale thereunder. If Tenant notifies Landlord that it elects to purchase the Premises at such price, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for prorating taxes to date of closing and for the conveyance of good and marketable title by general warranty deed, conveying title which is insurable at the usual title insurance rates with only the customary title insurance exceptions.

The above right of first refusal shall not apply in any case wherein the Landlord is selling the Premises along with all other assets of Electronic Corporate Pages, Inc. or its successor. The Tenant's right of first refusal shall only apply if Landlord is selling only the Premises and the improvements thereon.

XVII.  
ENVIRONMENTAL

ENVIRONMENTAL. Tenant represents, warrants and agrees that it will conduct its' activities on the Premises in compliance with all applicable Environmental Laws as follows:

Tenant agrees not to use or possess any "Hazardous Substance" on the Premises. Tenant shall be responsible for, and shall promptly conduct any investigation and remediation as required by any "Environmental Laws" for all spills or other releases of Hazardous Substances on the Premises caused by Tenant.

- A. "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations, permits and common law (collectively "Laws") pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U. S. C. §§ 6901, et seq. , the Clean Air Act, 42 U. S. C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S. C. §§ 1251, et seq. , the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation



and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., and Texas Laws, and all other comparable local, state or federal Laws pertaining to the environment, natural resources, environmental sensitivity including, but not limited to, aquifers, critical or sensitive areas and areas of historical or archeological significance.

- B. "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local Laws; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.
- C. "Radiation" Tenant shall at all times comply with the radiation regulations under the Telecommunications Act and specifically the RF Safety section including but not limited to 47 CFR 1.1307. User shall obtain and pay for any radiation study required for Tenant's operation, equipment, or Landlord's equipment used by Tenant.

#### XVIII.

#### MISCELLANEOUS

- A. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- B. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.
- C. Venue and Governing Law. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties

hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- D. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors, executors, administrators, and assigns.
- E. Assignment. Landlord may not assign, sublet, or transfer its interest in or obligations under this Lease without the prior notice to all parties to this Lease.
- F. No Third Party Beneficiaries. This Lease is for the sole and exclusive benefit of the parties hereto, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.
- G. Compliance with Laws. Each party to this Lease shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Lease. When required, either party may be required to furnish the other party with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- H. Relationship of the Parties. Each party to this Lease, in the performance of this Lease, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- I. No Waiver of Immunities. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Tenant, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Tenant does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- J. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Lease shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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K. Authority to Enter Into Agreement. The parties to this Lease each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Lease and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Lease and to bind such party to its terms. Each person executing this Lease on behalf of a party warrants that he or she is duly authorized to enter into this Lease on behalf of such party and to bind it to the terms hereof.

L. Execution in Counterparts. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

M. Entire Agreement. This Lease represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Lease may be amended only by written instrument signed by each party to this Lease. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE TENANT HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LEASE, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Execute this 20 day of April 2009

LANDLORD:

Electronic Corporate Pages, Inc.

By: 

(TUSHAR PATEL)

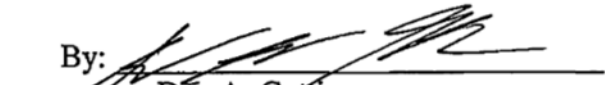
Title: CEO

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TENANT:

WILLIAMSON COUNTY, TEXAS

By:

  
\_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge



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Exhibit "A"

	Transmit frequencies
1	854.9625
2	854.9875
3	855.2125
4	855.7125
5	855.9875
6	856.6875
7	856.9625
8	856.9875
9	857.9625
10	857.9875
11	858.9625
12	858.9875
13	859.5875
14	859.9625
15	859.9875
16	860.9625
17	860.9875

(2) Transmit Antenna Systems

- (2) RFS BCR12 Antennas
- (2) 1¼" Coaxial Main Line Cables
- (2) ½" Coaxial Antenna Jumpers

(1) Receive Antenna System

- (1) RFS BMR12 Antenna
- (1) Tower Top Amplifier (TTA)
- (1) 7/8" Coaxial Main Line
- (1) ½" Coaxial Test Line
- (1) ½" Coaxial Antenna Jumper
- (1) ½" Coaxial TTA Jumper
- (3) 6 ft. standoff brackets

All transmit and receive antenna systems to be installed at top of tower.

- (1) Radio Waves SPD3-5.2NS 3 ft. PTP dish and associated equipment mounted at 200 ft. operating at a 4.9 Ghz licensed frequency.

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