

RADIO TOWER LEASE AGREEMENT

I. PARTIES

In consideration of the covenants herein contained between Williamson County, Texas, a political subdivision of the state of Texas, herein referred to as Lessor, and Skybeam, Inc., a Texas corporation authorized to transact business in the State of Texas, herein referred to as Lessee, the parties mutually agree and enter into this Lease Agreement ("Lease") as follows:

II. LEASE; PROPERTY DESCRIPTION; AND LESSEE'S IMPROVEMENTS

2.1 Lessor hereby grants a license to the Lessee to install, maintain and operate Lessee's Equipment, as defined below, on Lessor's property and tower, referred to herein as the "Tower", which is described as follows:

Granger Tower-Babicki Tract
5700 County Road 327
Granger, Texas 76530

480ft Guyed Tower
Ground Elevation: 216.1
Overall Height Above Ground (AGL): 147.49
Overall Height Above Mean Sea Level (AMSL): 362.40
Overall Height Above Ground w/o Appurtenances: 146.30

Latitude: N30 43' 10.2"
Longitude: W97 30' 26.9"

2.2 Lessee may install, maintain, and operate upon the Lessor's Tower, subject to the terms and conditions set forth herein, the following (collectively referred to herein as "Lessee's Equipment"):

- A. 2 - Flat panel Mikrotik 1'x1' back-hauls at 100' (5.7 frequency);
- B. 1 - 2' Canopy PTP 500 backhaul at 110' (5.7 frequency); and
- C. 3 - Canopy 2.4 Access point with 90 degree antennas at 300'

2.3 Conditions Precedent. The Parties agree that the terms of this Lease shall not become effective and Lessee's right to use the Tower for the purposes set out herein or to perform any modifications to the Lessee's Equipment, shall not commence until the following conditions are satisfied or performed:

- A. Lessor acknowledges that a Site Engineering Application has been provided by the Lessee and submitted to the Lessor; and

- B. Lessee has obtained all necessary governmental approvals and permits for the installation, operation, or modification of any of the Lessee's Equipment described in Section 2.2 and Lessee has provided and Lessor has received copies of any required governmental authorizations and permits to construct, operate, and maintain the Lessee's Equipment described in Section 2.2.

2.4 Limitations. If any applicable conditions precedent are not satisfied within thirty (30) calendar days from the effective date hereof, either party may elect to terminate this Lease by providing the other party written notice of termination.

III. INITIAL TERM OF LEASE; EXTENSION TERMS AND TERMINATION

3.1 Initial Term. The Initial Term of this Lease shall be a period of five (5) years commencing on November 1, 2011 ("Commencement Date"), and ending at midnight on October 31, 2016 (the "Initial Term").

3.2 Extension Terms. Following the Initial Term, this Lease will automatically renew for up to five (5) additional one (1) year terms unless either party provides written notice, at least ninety (90) calendar days prior to the expiration of the then current term, notifying the other party that it does not wish to renew the Lease ("Extension Terms"). All terms, covenants, and provisions of this Lease shall apply to each of the Extension Terms.

3.3 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause upon ninety (90) calendar days written notice to the other party. Upon termination, Lessee shall remove Lessee's Equipment in accordance with the terms set out herein below.

IV. CONSIDERATION

4.1 Initial Base Rent. Lessee agrees to pay Lessor monthly rental payments in the sum of Five Hundred and No/100 Dollars (\$500.00) each month, beginning as of November 1, 2011, and continuing, in advance on the first (1st) day of each month thereafter, without demand, deduction or offset. Rent payments shall be paid at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

4.2 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") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor.

4.2.1 The adjustments in the Base Rent will be determined by multiplying the Initial Base Rent specified in this Lease by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the first year of the term. If the product is greater

than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

4.2.2 Lessor shall notify Lessee of each adjustment to Base Rent no later than sixty (60) calendar days after the Adjustment Date.

V. INSTALLATION OF EQUIPMENT

5.1 Performance of Work. Lessee shall retain qualified contractors to install, operate, maintain and/or modify Lessee's Equipment subject to the prior written approval of contractor by Lessor.

5.2 Lessor Not a Party. Lessor shall not be a party to any contract or agreement between the Lessee and any qualified contractor retained by the Lessee and approved in writing by the Lessor. Lessor shall in no way be liable to Lessee or any other third party for any defects in workmanship or design of any of the equipment installed, maintained, operated, and/or modified by Lessee. Lessor's approval of any third party contractor retained by Lessee shall not constitute on the part of the Lessor any agreement, endorsement, guarantee or guaranty of any work to be performed or actually performed by the third party contractor.

5.3 Appurtenant Equipment and Facilities. The installation, operation and maintenance of any appurtenant equipment to include but not limited to control lines necessary for the operation of Lessee's Equipment is the sole responsibility of the Lessee.

VI. INTERFERENCE

6.1 Prior Approval of Lessor. Lessee agrees to install equipment of a type and frequency, which will not cause interference to Lessor or prior lessees and users of the Tower and does hereby agree to make no changes in equipment or frequency without prior approval of Lessor, which approval shall not be unreasonably withheld.

6.2 Sharing of Frequency Information. Following the execution of this Lease, Lessee shall provide Lessor with a list of frequencies to be used at the site, and Lessor shall provide to Lessee a list of frequencies currently in use at the site. Utilizing both sets of frequencies, Lessee shall provide to Lessor an inter-modulation study prepared by an engineer reasonably acceptable to Lessor, at Lessee's expense, showing no interference.

If either party adds frequencies thereafter, the party adding such frequencies shall provide the other party with a list of frequencies to be used at the site, and that party not adding such frequencies shall provide to adding party with a list of frequencies currently in use at the site. Utilizing both sets of frequencies, the adding party shall provide to the other party an inter-modulation study prepared by an engineer reasonably acceptable to the other party, at the adding party's expense, showing no interference.

6.3 Interference by Lessee. Lessee acknowledges that Lessor's Tower, equipment, property and infrastructure at the site of the Tower is an integral element of the radio communications

system for both public safety and public service agencies operating in the eastern portion of Williamson County and, if impaired or rendered inoperable, it would adversely affect the health, safety and welfare of citizens served by this tower site. Thus, it is understood, acknowledged and agreed that Lessee's use of the Tower, Lessee's Equipment, their installation, maintenance, and operation shall in no way interfere with the installation, operation, maintenance, or any modification of the Lessor's Tower, equipment, property, infrastructure and tower lighting system.

6.4 Interference by Lessor. It is understood and agreed that Lessor's use of the Tower, Lessor's equipment, its installation, maintenance, and operation shall not interfere with the operation, maintenance, or any modification of the Lessee's Equipment.

6.5 In the Event of Interference by Lessee. In the event that Lessee's Equipment causes interference with any of Lessor's equipment or operations, Lessor will notify Lessee of the nature and extent of the interference and the origin and cause, if known. Upon receipt of notice of interference, Lessee shall take remedial measures within twelve (12) hours upon receipt of notice. Such remedial actions shall include, but are not limited to reducing power, retaining a qualified contractor to diagnose the source of interference, and to perform whatever actions as are necessary to eliminate the interference. In the event such interference cannot be eliminated, Lessee agrees to remove Lessee's Equipment from the Tower and this Lease shall then terminate without further obligation on either part except as may be specifically enumerated herein.

Furthermore, Lessee acknowledges that in the event of breach or threatened breach by Lessee of this section, Lessor could suffer significant and irreparable harm that could not be satisfactorily compensated in monetary terms since Lessor's Tower, equipment, property and infrastructure at the site of the Tower is an integral element of the radio communications system for both public safety and public service agencies operating in the eastern portion of Williamson County and, if impaired or rendered inoperable, it would adversely affect the health, safety and welfare of citizens served by this tower site, and that the remedies at law available to Lessor will be inadequate. Lessor shall be entitled, in addition to any other remedies to which it may be entitled to hereunder, under the law or in equity, to specific performance of this section by Lessee, including the immediate ex parte issuance, without bond, of a temporary restraining order enjoining Lessee from any such violation or threatened violation of this section and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided hereunder, by law and not otherwise limited by this Lease. Lessee hereby acknowledges and agrees that Lessor shall not be required to post bond as a condition to obtaining or exercising any such remedies, and Lessee hereby waives any such requirement or condition.

6.6 In the Event of Interference by Lessor. In the event that the equipment or operations of Lessor or of any other user or lessee of the Tower causes interference with any of Lessee's Equipment or operations, Lessee will notify Lessor in writing of the nature and extent of the interference and the origin and cause, if known. Upon receipt of notice of interference, Lessor shall take remedial measures within twelve (12) hours upon receipt of notice. Such remedial actions shall include, but are not limited to reducing power to the other equipment located on the Tower, retaining a qualified contractor to diagnose the source of interference, and to perform whatever actions as are necessary to eliminate the interference. In the event such interference

cannot be eliminated, Lessee may terminate this Lease without further obligation except as may be specifically enumerated herein. Lessee hereby expressly acknowledges and agrees that in no case whatsoever shall Lessor be required to cease operation of its system.

VII. MAINTENANCE OF EQUIPMENT

7.1 Lessee Provided Maintenance. As set forth herein above, Lessee acknowledges that Lessor's equipment and the Tower are integral elements of the radio communications system for both public safety and public service agencies operating in the eastern portion of Williamson County and, if impaired or rendered inoperable, it will adversely affect the health, safety, and welfare of citizens served by such equipment and the Tower. Lessee shall maintain Lessee's Equipment in such a manner to ensure that Lessor's Tower, equipment, property and/or infrastructure is not impacted by damage or disrepair. When performing maintenance and repairs to the Lessee's Equipment, Lessee shall take every precaution to prevent damage to Lessor's Tower, equipment, property and/or infrastructure. Lessee shall notify Lessor, in advance and as soon as practicable, of any maintenance, repairs, or other related events concerning the subject site so that Lessor will have adequate opportunity to provide protection for its equipment and operations. In the event damage to Lessor's Tower, equipment, property and/or infrastructure is caused by Lessee, Lessee shall, within twelve (12) hours of notice from Lessor, repair any such damage; provided, however, Lessor shall retain the right to immediately repair such damage and thereafter pass the costs of such repair to Lessee. Lessee shall pay all such repair costs to Lessor within ten (10) calendar days after Lessee has received Lessor's demand for payment, as evidenced by return receipt of registered or certified letter.

7.2 Lessor Provided Maintenance. Lessor shall maintain Lessor's Tower, equipment, property and/or infrastructure in such a manner to ensure that Lessee's Equipment is not impacted by damage or disrepair. When performing maintenance, Lessor shall take every precaution to prevent damage to Lessee's Equipment. Lessor shall notify Lessee, in advance and as soon as practicable, of any maintenance, repairs, or other related events concerning the subject site so that Lessee will have adequate opportunity to provide protection for Lessee's Equipment. In the event damage to Lessee's Equipment is caused by Lessor, Lessor shall, within twelve (12) hours of notice from Lessee, repair any such damage; provided, however, Lessee shall retain the right to immediately repair such damage and thereafter pass the costs of such repair to Lessor via appropriate personnel and channels. Lessor shall pay all such repair costs to Lessee within ten (10) calendar days after Lessor has received Lessee's demand for payment, as evidenced by return receipt of registered or certified letter.

VIII. SUBSEQUENT USES, EQUIPMENT AND USERS

8.1 Lessor may place other Lessor owned communications equipment on the Tower following the execution of this Lease. In the event such additional equipment causes interference to Lessee's Equipment, the provisions of Section VI shall control as to interferences caused by Lessor.

8.2 In the event Lessee would like to add additional Equipment to the Tower following execution of this Lease, an additional Site Engineering Application shall be submitted to Lessor

prior to the placement of any additional equipment on the Tower to ensure Tower loading does not exceed acceptable percentages or impeded the Lessor's ability to maintain and/or add its own equipment. The Site Engineering Application shall be paid for by Lessee. Lessor shall review the Site Engineering Application and either grant or deny permission to allow Lessee to place additional equipment on the Tower. If Lessor approves Lessee's additional equipment and such additional equipment causes interference to Lessor's equipment or operations, the provisions of Section VI shall control as to interferences caused by Lessee.

8.3 In the event Lessor elects to allow the placement of communications equipment by any commercial enterprise(s) or other third party on the Tower following the execution of this Lease, Lessor shall require the third party to assure that no interference or degradation of Lessee's Equipment or use shall occur. In the event interference or degradation occurs due to the use of the Tower by a subsequent third party user, Lessor shall require the third party to take any action necessary to remedy such interference.

IX. LESSOR'S RIGHT TO RELOCATE EQUIPMENT

Lessor shall have the right to change the location of all equipment located on the Tower, including Lessee's Equipment, and appurtenances installed, operated, and maintained by Lessee upon sixty (60) calendar days' written notice to Lessee; provided, however, such change shall not, when complete, alter the signal patterns of the Lessee's Equipment existing prior to the change. Any such relocation shall be performed at Lessor's expense and with reasonably minimal disruption to the Lessee's operations.

X. GOVERNMENTAL AND REGULATORY REQUIREMENTS

All construction, installation, and operations in connection with the Tower, either by Lessor or by Lessee, shall meet with all of the applicable rules and regulations of the Federal Communications Commission, Federal Aviation Authority, State of Texas, through any regulatory agency with appropriate jurisdiction, the electrical codes of any city or county with regulatory jurisdiction, the State of Texas, and any applicable municipal zoning regulations. Under this Lease, the Lessor assumes no responsibility for the licensing, operation, and/or maintenance Lessee's Equipment. Lessee has the responsibility of carrying out the terms of its FCC License with respect to tower light observation and notification to FAA and any other governmental authorizations and permits. Lessor agrees to correct any observed deficiencies in Lessor's equipment at its expense upon receipt of written notice from Lessee advising of deficiency.

XI. TAXES

Lessor shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by Lessor. Lessee shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by Lessee, including but not limited to, any sales or use taxes applicable to the considerations that are a part of this Lease.

XII. LESSOR NOT AN INSURER; CASUALTY

It is agreed by and between the parties that Lessor is not an insurer and that the payment of rental by the Lessee as herein provided are based solely on the value of the facilities provided in this Lease. It is further agreed that Lessor shall not be liable to Lessee for damages to any and all property including Lessee's Equipment, building (if applicable), antennas, coaxial line and communications equipment and accessories, caused by acts of God, or other acts beyond the control of Lessor. If due to acts of God or for any other reason that is beyond Lessor's control, Lessee's use of the Tower is interrupted, Lessor shall not be liable to Lessee for such interruption. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF ANY TYPE THAT MAY ARISE AS A RESULT OF SUCH INTERRUPTION OF SERVICE.

If for any reason the Tower is destroyed or so damaged that it cannot be repaired nor should Lessor decide not to repair or replace the Tower, then this Lease shall terminate with the rent paid by Lessee to such time of damage. If Lessor determines the Tower will be replaced or repaired, then this Lease shall not terminate, but the rent paid hereunder shall be suspended for such period of the time the Tower is inoperative.

XIII. INDEMNIFICATION

LESSEE SHALL INDEMNIFY, DEFEND AND HOLD LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS HARMLESS FROM AND AGAINST ANY CLAIM, ACTION, DAMAGES, LIABILITY, LOSS, COST, COST OF EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM OR ARISING OUT OF THE LESSEE'S USE OF THE TOWER HEREUNDER, ACTS AND/OR OMISSIONS AND/OR ARISING OUT OF THE ACTIONS OR OMISSIONS OF LESSEE'S CONTRACTORS, SUBCONTRACTORS, SERVANTS, AGENTS OR INVITEES. LESSEE AGREES NOT TO PERMIT ANY UNAUTHORIZED PERSONS TO ENTER THE SITE/PROPERTY WHERE THE TOWER IS LOCATED AND LESSEE AGREES TO KEEP ANY GATES AT THE SITE LOCKED AT ALL TIMES. IF ANY DAMAGE IS CAUSED TO THE LESSOR'S TOWER, PROPERTY, EQUIPMENT, INFRASTRUCTURE, FENCES, OR GATES BY REASON OF ANY INTENTIONAL OR NEGLIGENT ACT ON THE PART OF THE LESSEE, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, THEN LESSEE AGREES TO PAY FOR THE REPAIR AND/OR REPLACEMENT OF ANY SUCH ITEMS WITHIN TEN (10) CALENDAR DAYS AFTER LESSEE HAS RECEIVED LESSOR'S DEMAND FOR PAYMENT, AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

XIV. NO THIRD PARTY BENEFICIARIES; ASSIGNMENT BY LESSOR

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. All of the obligations as well as all of the rights and privileges contained herein, shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and permitted assigns. Lessor may unilaterally assign this Lease without consent of Lessee, so long as such assignee agrees to all of the terms and conditions of this Lease and any subsequent amendments thereto.

XV. LESSEE ASSIGNMENT AND SUBLETTING

This Lease may not be sold, assigned, or transferred, in whole or in part by Lessee without the prior written approval or consent of the Lessor, consent which may be withheld in the Lessor's absolute discretion. Any such assignment shall be evidenced by a form provided by Lessor and executed by Lessor, Lessee, and assignee. Notwithstanding the foregoing, Lessee shall have the right to assign its interest hereunder to any entity that owns or acquires all or substantially all of Lessee's assets or shares of ownership without the consent of Lessor, upon ninety (90) calendar day's written notice. Lessee shall not sublease or license its interest in this Lease, either directly or through subsidiaries or affiliated entities. Lessee shall not share the use of its equipment with any third party.

XVI. RF EXPOSURE

Lessee agrees to reduce power or suspend operations of its radio equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

XVII. LIENS, CLAIMS, AND ENCUMBRANCES

Lessee shall keep the Tower and any interest granted to the Lessee by and through this Lease, free from any liens, encumbrances, claims, mortgages or other financial obligations, or demands.

XVIII. INSURANCE

During the term of this Lease, Lessee agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

Lessee shall not commence any field work under this Lease until it has obtained all required insurance and such insurance has been approved by Lessor. Lessee shall not allow any subcontractor(s) to commence work to be performed in connection with Lessee's use of the Tower hereunder until all required insurance has been obtained and approved. Approval of the insurance by Lessor shall not relieve or decrease the liability of Lessee hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Lessee shall furnish County with a certification of coverage issued by the insurer. Lessee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance

certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) calendar days after Lessor has received written notice as evidenced by return receipt of registered or certified letter.

It is the intention of the Lessor, and agreed to and hereby acknowledged by the Lessee, that no provision of this Lease shall be construed to require the Lessor to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required by law or a court of law with jurisdiction over the provisions of this Lease.

XIX. CONDEMNATION

If any part of the Tower is taken under the power of eminent domain, or otherwise condemned, either party may terminate this Lease if such action prevents the intended use of the Tower.

XX. DEFAULT, REMEDIES, WAIVER

20.1 Default by Lessee. Lessee's failure to pay amounts due strictly in accordance with the terms of this Lease or to cure any breach of any covenant (not related to timeliness of payments) herein within thirty (30) calendar days of written notice from Lessor of said breach shall constitute an event of default under this Lease. In the event of Lessee's default, Lessee shall immediately make full payment of all amounts that Lessor would have been entitled to receive under this Lease for the remainder of the then current lease term and Lessor shall have the right to accelerate and collect said payments. All delinquent amounts shall bear interest at the lesser of 3% interest per month or the maximum amount permitted by law. Lessee may, in addition to seeking the remedies set out herein, terminate this Lease and/or seek any and all remedies available at law or in equity.

20.2 Default by Lessor. If Lessor fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for thirty (30) calendar days after a written notice specifying the required performance has been given to Lessor, Lessor shall be in default and Lessee may, in addition to seeking any and all remedies available at law or in equity, terminate this Lease.

20.3 Consequential Damages. Neither party shall be liable to the other for consequential, indirect, special, punitive, or exemplary damages for any cause of action whether in contract tort, or otherwise.

XXI. USE OF DANGEROUS CHEMICALS OR HAZARDOUS SUBSTANCES

Lessee agrees to inform Lessor in writing if Lessee will be housing, storing, or maintaining any batteries or fuel tanks on the property site of the Tower. The use of any other hazardous chemicals or hazardous substances, as that term is defined by the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ) or any other local governmental authority is strictly prohibited without the prior written approval of the Lessor. Any authorization or permission granted by Lessor for the use, storage, or maintenance of any

hazardous chemicals or hazardous substances shall be evidenced by a duly executed written amendment to this Lease.

XXII. GOVERNING LAW AND VENUE

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.

XXIII. UTILITIES

It is understood and agreed that the Lessee will be responsible for installing all electrical transmission lines and equipment necessary for Lessee's electrical service needs upon the Tower and that Lessee shall pay for all utility services received by Lessee upon the Tower. If separate metering of utilities is not available or possible, Lessee shall pay a share of its utility costs as allocated by the Lessor, which said share shall be based upon a fair and equal amount that is directly proportionate to the amount of utilities actually used by Lessee. It is also understood that no air conditioning system exists at this site.

XXIV. NOTICES

All notices required pursuant to this Lease shall be in writing and shall be given by (i) established express delivery service which maintains delivery records; (ii) hand delivery; (iii) certified mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. Lessor and Lessee agree to notify the other party in writing prior to any change in address or facsimile number. A failure of either party to notify the other party of any change(s) in address or facsimile number will not render any notice delivered to the last known address or facsimile number invalid. All notices shall be sent to the parties at the following addresses:

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

With a Copy to: Williamson County
Wireless Communications Manager
Catherine Roberts (or successor)
508 Holly Street
Georgetown, TX 78626
Phone: (512) 943-3575

Lessee: Skybeam, Inc.
1200 Gambrel Rd.
Suite 100
Arlington, TX 76014

XXV. OWNERSHIP AND REMOVAL OF LESSEE'S EQUIPMENT

Lessor agrees and acknowledges that, at all times during this Lease, all of Lessee's Equipment shall remain the property of Lessee. In the event of any termination of this Lease, regardless of the reason for such termination, upon expiration of this Lease or upon any abandonment by Lessee, Lessee agrees to remove, within ninety (90) calendar days of such termination, expiration or abandonment, all of Lessee's Equipment, including any removal structures. In the event that Lessee fails to comply with this section, Lessor shall have the right to remove all of Lessee's Equipment and Lessee hereby agrees to pay the costs incurred by Lessor within ten (10) calendar days after Lessee has received Lessor's demand for payment, as evidenced by return receipt of registered or certified letter.

XXVI. MISCELLANEOUS

26.1 **Survival of Obligations.** All provisions of this Lease that impose continuing obligations on the parties shall survive the expiration or termination of this Lease.

26.2 **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 Lessee, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Lessee 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.

26.3 **Waiver of Breach or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Lease shall not operate as or be construed to be a waiver of any subsequent breach hereof.

26.4 **Paragraph Headings.** The paragraph headings contained in this Lease are for convenience only and shall in no manner be construed as a part of this Lease.

26.5 **Counterparts.** This Lease may be executed in counterparts, each of which may be deemed an original and together shall constitute one and the same with at least one counterpart being delivered to each party hereto.

26.6 **Severability; Legal Construction.** In case any one or more of the provisions construed in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been

contained herein. Each party to this Lease acknowledges that it and its counsel have reviewed this Lease and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Lease.

26.7 Authority to Execute Lease. The undersigned Parties represent that they have the full and final authority to enter into this Lease in the capacity represented.

26.8 Entire Agreement. This Lease constitutes the entire agreement between the parties. No contemporaneous or subsequent agreement shall supersede, amend, modify, alter, or cancel any term or shall be otherwise binding upon either party unless such agreement is in writing and duly executed by both parties. This Lease shall supplant any and all prior lease agreements and/or any other type of agreements, oral or in writing, as to the Tower and Lessee's use thereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE Lessee 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Lease to be effective as the 1st day of November, 2011.

Lessor:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis, Williamson County Judge

Date: 1-31-2013, 20__

Lessee:

Skybeam, Inc.

By: 

Printed Name: Chad J. LaFrenz

Representative Capacity: Operations Manager

Date: January 10, 2013