



TOWER SPACE LEASE

This Tower Space Lease ("Lease") is entered into as of the 9th of January, 2013 ("Effective Date") by and between **Central Telephone Company of Texas d/b/a CenturyLink**, a Texas corporation ("Landlord") and **Wise County**, a governmental entity ("Tenant"). Landlord and Tenant are sometimes referred to in this Lease individually as a "party" and collectively as the "parties."

BACKGROUND:

A. Landlord owns a parcel of land located in the **City of Chico**, County of Wise, State of Texas, having a street address of 200 S. Buffalo Springs Road, and being more particularly described on Exhibit A attached to this Lease ("Land"). Landlord also owns a communications tower located on the Land ("Tower").

B. Tenant desires to lease from Landlord a portion of the Tower, together with certain easement rights over, under or through a portion of the Land so that Tenant may install and operate a communication facility. Landlord is willing to lease a portion of the Land and Tower, together with certain easement rights over, under or through a portion of the Land, to Tenant upon the terms and conditions contained in this Lease.

In consideration of the mutual promises contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Landlord and Tenant, Landlord and Tenant agree as follows:

ARTICLE 1: PREMISES AND ACCESS

1.1 **Lease of Premises.** Landlord leases to Tenant and Tenant leases from Landlord the following premises: antenna space on the Tower at the 100, 140 and 157-foot ACL levels of the Tower together with certain easement rights as set forth in Section 1.2 (the "Premises"). The Premises are more particularly described on **Exhibit B** attached to this Lease.

1.2 **Easements.** Tenant's rights under this Lease also include the right to use any utility easements existing at the Premises as of the Effective Date, provided such easements allow Tenant to do so. Additional non-exclusive easements connecting Tenant's antennas to the nearest public utility sources and connecting Tenant's antennas to its ground space on the real property adjacent to the Land, as such easements are more particularly described on **Exhibit B** attached to this Lease.

1.3 **Access and Security Requirements.**

1.3.1 Subject to any restrictions contained elsewhere in this Lease and to **Section 1.3.2**, Tenant will have pedestrian and vehicular access to the Premises on a 24 hour, 7 days per week basis.

1.3.2 Tenant will comply with Landlord's requirements, rules and regulations regarding Tenant's access to the Premises, and regarding security at the Premises ("Access and Security Requirements"), as such Access and Security Requirements may be provided to Tenant in writing. Landlord may, in Landlord's sole discretion, supplement or amend the Access and Security Requirements from time to time, and Landlord will provide Tenant with a copy of such supplemented or amended Access and Security Requirements, and Tenant will comply with such supplemented or amended Requirements.

1.3.3 Tenant shall be responsible for claims or damages arising from the personal injury or damage to persons or property to the extent such injury or damage results from the negligence of its employees agents, representatives and contractors (subject to the limitations of the Texas Civil Practice and Remedies Code Chapter 101).

1.4 **Acceptance of Premises.** To the maximum extent permitted by law, Tenant accepts the Premises in its "As-Is, Where-Is and With All Faults" condition, and waives any right or claim against Landlord arising out of the condition of the Premises.

1.5 **Landlord's Right of Entry.**

1.5.1 Landlord, its authorized employees, agents and contractors may, upon reasonable prior notice to Tenant, enter the Premises for all lawful purposes and to whatever extent Landlord deems necessary or desirable to enable Landlord to exercise all of its rights and carry out its obligations under this Lease, including making repairs, alterations and improvements ("Right of Entry"). In exercising its Right of Entry, Landlord will make reasonable efforts to minimize interference with Tenant's Facilities and operations at the Premises. The exercise by Landlord of its Right of Entry will not constitute an eviction of Tenant and will not permit Tenant to withhold or abate Annual Rent. If in Landlord's reasonable discretion an emergency situation exists such that Landlord must immediately enter the Premises, Landlord may enter the Premises without any prior notice to Tenant, and will attempt to follow such entry with oral notice to Tenant as soon as is reasonably possible after the entry. For purposes of this Lease, an "emergency situation" is defined to be a situation posing an immediate threat of serious bodily injury or property damage.

1.5.2 Tenant will not place locks or any other device at the Premises to prevent Landlord's entry to the Premises. However, with Landlord's prior consent, which consent will be in Landlord's sole discretion, Tenant may place a lock at the Premises to prevent third party entry to the Premises, but will give Landlord the key, combination, key card or other method of opening such lock so that Landlord can exercise its Right of Entry.

ARTICLE 2: INITIAL TERM, AUTOMATIC RENEWAL AND HOLDING OVER

2.1 **Term.** This Lease is effective on the Effective Date. The term of this Lease will commence on the Effective Date, and, unless sooner terminated, will expire on the 1st annual anniversary of the Effective Date ("Initial Term").

2.2 **Automatic Renewal.** Upon the expiration of the Initial Term, this Lease will automatically renew for four (4) successive periods of one (1) year each (each a "Renewal Term") upon the same terms and conditions. Landlord or Tenant may terminate this Lease at the end of the Initial Term or any Renewal Term by providing notice of termination to the other party at least ninety (90) days prior to the end of the Initial Term or relevant Renewal Term. The use of the word "Term" in this Lease means the Initial Term as extended by any Renewal Term.

2.3 **Holding Over.** Tenant may continue in possession of the Premises after the expiration or earlier termination of the Initial Term if not renewed, or any Renewal Term, if Tenant has Landlord's prior approval to do so ("Holdover Possession"). The Holdover Possession will be on a month-to-month basis, terminable by either party upon thirty (30) days prior notice to the other party, upon the same terms and conditions of this Lease, except for Annual Rent. Annual Rent during the Holdover Possession will be two hundred percent (200%) of the Annual Rent in effect at the start of the Holdover Possession.

2.4 **Right to Terminate.**

2.4.1 Notwithstanding anything in this Lease to the contrary, if Landlord, in its sole discretion, determines that it no longer requires the Tower or the Land for its own operations, and Landlord therefore elects to abandon, vacate or discontinue the use of the Tower or Land, Landlord will give notice of this determination and election to Tenant, and this Lease will automatically terminate one hundred eighty (180) days from the date of such notice.

2.4.2 In the event that Tenant is unable to use the Premises for its intended use due to changes in the environment in which the Premises is located which materially affects Tenant's communications facility at the Premises, then Tenant shall have the right to terminate this Lease. Thereupon, this Lease

shall terminate and all the parties hereto shall have no further obligations to each other, except as may otherwise be provided in this Lease.

2.5 **Safety Repairs and Notice.** Notwithstanding anything in this Lease to the contrary, if Landlord, in its sole reasonable discretion, determines that the "Facilities" (as defined in Section 4.1) present safety concerns such that the Facilities pose a threat to the safety of Landlord's employees or the public or pose a threat to the physical integrity of Landlord's facilities, Land or Tower and emergency repairs are needed to protect persons, the Equipment, the Premises, Land or Tower, Landlord's equipment or the equipment of others, to protect Landlord's operations or to allow the use of the Land or Tower, Landlord shall notify Tenant by telephone at the number provided in **Exhibit B** for Tenant emergency contact and if Tenant has not remedied the safety concern in reasonable period based upon the nature of the emergency, Landlord may perform any work and take any action that it deems necessary. As soon as practicable thereafter, Landlord will advise Tenant in writing of the work performed or the action taken and endeavor to arrange for re-accommodation of the Equipment affected. Where safety concerns are of a nature not requiring immediate action by Landlord, Landlord will give notice of its determination to Tenant. Tenant must power down the Facilities within two (2) hours after receipt of such notice and correct the safety or use problem within fifteen (15) days, or such longer period as may be necessary in view of the nature of the problem provided Tenant has commenced the cure with the fifteen (15) day period and thereafter diligently and continuously continues the same to conclusion, after receipt of such notice from Landlord, even if a full repair cannot be made at that time. In the event Tenant does not cure Landlord's safety concerns, in Landlord's sole reasonable discretion, within the cure period, Landlord may remedy the safety concerns for the account of and at Tenant's cost and expense. Tenant will reimburse Landlord within thirty (30) days after receipt of an invoice and reasonable documentation from Landlord evidencing the reasonable cost and expense incurred for all work and re-accommodation performed by Landlord under this Section.

ARTICLE 3: ANNUAL RENT, BILLING, PAYMENT AND NON-RECURRING FEE

3.1 **Annual Rent.**

3.1.1 During the first year of the Initial Term, Tenant will pay as rent to Landlord the "Total Annual Recurring Fees" as set forth on **Exhibit C** attached to this Lease ("Annual Rent").

3.1.2 Tenant will pay Annual Rent to Landlord in advance without any prior demand or set-off (except as any such demand or set-off may be specifically provided for in this Lease) on or before the first day of each year during the Term beginning on the Effective Date.

3.2 **Billing and Payment.**

3.2.1 All invoices and payments due and payable under this Lease, including payments for Annual Rent, must be delivered in the manner for giving notice prescribed in Section 16.1 or by regular United States first class mail, postage prepaid, but delivered to Landlord at the following address ("Billing Address"):

BY US MAIL:
CenturyLink
CABS RM 1035 1-N
P.O. BOX 4648
Monroe, LA 71211-4648

BY OVERNIGHT:
CenturyLink
CASS/CABS Payments
100 CenturyLink Drive
Monroe, LA 71203

3.2.2 Landlord may change any of its contact information contained in Section 3.2.1 by giving notice of such change to Tenant in the manner for giving notice prescribed in Section 16.1.

3.3 **Non-Recurring Fee.** On the Effective Date, Tenant will pay to Landlord the one time non-recurring fee, if any, as set forth on **Exhibit C** ("Non-Recurring Fee"). The Non-Recurring Fee is due and payable whether or not Tenant actually installs any Facilities on the Premises.

3.4 **Non-Sufficient Funds and Costs of Collection.** In addition to any other rights or remedies to which Landlord is entitled under this Lease, at law or in equity, Landlord may: (a) charge Tenant a reasonable fee for any Tenant payment checks returned for non-sufficient funds; (b) assess against Tenant, as a late fee, interest at the highest interest rate allowed by law against any outstanding amount from the due date of that amount until the date of payment; and (c) recover from Tenant all costs incurred by Landlord in collecting any outstanding payments from Tenant, including reasonable attorneys' fees.

ARTICLE 4: USE OF PREMISES AND INTERFERENCE

4.1 **Permitted Use.** Tenant must use the Premises solely for the installation, construction, operation, maintenance, repair and removal of a communication facility ("Permitted Use"). Tenant's communication facility may include an equipment shelter or cabinet, radio equipment for communication reception and transmission only, cables, antennas and ancillary equipment. All equipment and facilities that comprise Tenant's communication facility will be referred to in this Lease collectively as "Facilities." Any Facilities will be confined to and limited to being located on the Premises. If Tenant desires to modify the Permitted Use, Tenant must first request and obtain Landlord's approval for the modification. Landlord may, in its sole reasonable discretion, either deny any request for modification of the Permitted Use or require that this Lease be renegotiated to Landlord's satisfaction as a prerequisite to approving the modification.

4.2 **Interference.**

4.2.1 Tenant's use of the Premises must not interfere in any way with Landlord's use or operations or the use or operations of pre-existing users or occupants of the Land or Tower, including, but not limited to, radio frequency interference. If, in Landlord's sole reasonable discretion, Tenant's use of the Premises is causing interference to Landlord's use or operations or the use or operations of pre-existing users or occupants of the Land or Tower, Landlord may give oral notice of such interference (to be followed by written notice as soon as is reasonably possible after the oral notice) to Tenant, and Tenant will have twenty-four (24) hours from its receipt of the oral notice to cease the interfering activity and cure the interference to Landlord's reasonable satisfaction.

4.2.2 If Tenant does not cure the interference within the twenty-four (24) hour period as required in Section 4.2.1, Tenant must thereafter immediately cease operating the equipment causing such interference; provided, however, Tenant shall be entitled to operate such equipment, at Landlord's reasonable discretion, only to conduct intermittent testing only to determine whether such interference has been cured. Tenant agrees that, except for intermittent testing as permitted in the preceding sentence, Tenant shall not operate the equipment causing the interference until the interference has been cured.

ARTICLE 5: ANALYSIS AND INSTALLATION OF FACILITIES

5.1 **Installation, Construction and Modification.** For the initial installation or construction of Facilities or any subsequent installation, construction or modification of Facilities, Tenant must comply with all of the pertinent provisions of this Article 5. Notwithstanding anything to the contrary in this Article 5, Landlord and Tenant acknowledge that they have agreed upon the Work Plan, as hereafter defined, for the initial installation and construction, which is attached hereto as **Exhibit B**.

5.2 **Installation, Construction, Modification and Analysis.**

5.2.1 Within five (5) days of the Effective Date, for Tenant's initial installation or construction of Facilities, and at least ninety (90) days prior to any subsequent installation, construction or modification of Facilities, Tenant must submit to Landlord a detailed listing of the Facilities Tenant desires to install, construct or modify at the Premises and Tenant's plans for where and how it intends to install, construct or modify and use those Facilities ("Work Plan"), consisting of, but not limited to, a site plan and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Premises. If applicable, Tenant's Work Plan must contain any desired structural modifications or changes to the Land or

Tower in order to accommodate or mount the Facilities, including such changes as additions to or strengthening of the Tower. Landlord, in Landlord's sole discretion, will within fifteen (15) days after its receipt of Tenant's Work Plan either: (a) notify Tenant that it approves of the Work Plan, in which case Tenant will comply with all terms and conditions of this Lease applicable to installation, construction or modification of Facilities and with the Landlord-approved Work Plan itself; or (b) notify Tenant that Landlord requires an engineering analysis of the Land and Tower performed by an engineer approved by Landlord to see if the Premises can accommodate the Facilities to Landlord's satisfaction ("Analysis"), accompanied by an invoice for the cost of the Analysis. If Landlord requires an Analysis, then within seven (7) days of receipt of the notice and invoice, Tenant must notify Landlord that it is agreeable to Landlord conducting the Analysis and pay the invoice. Thereafter, Landlord will engage an engineer who will perform the Analysis, with particular emphasis on, but not limited to, issues such as radio frequency interference and structural integrity. If applicable, the Analysis will reflect any necessary structural modifications or changes to the Land or Tower in order to accommodate the desired Facilities.

5.2.2 If the Analysis shows that the Premises is able to accommodate the requested installation, construction or modification of Facilities to Landlord's satisfaction, Landlord will notify Tenant that it approves of the Work Plan, in which case Tenant will comply with all terms and conditions of this Lease applicable to the installation, construction or modification of Facilities and with the Landlord-approved Work Plan itself. If the Analysis show that the Premises is not able to accommodate the requested installation of Facilities to Landlord's satisfaction, Landlord will notify Tenant of the same and include in the notice its suggestions and comments regarding Tenant's Work Plan that would make the Work Plan satisfactory to Landlord, and within ten (10) business days thereafter, either party may terminate this Lease upon notice of termination to the other party. If Tenant terminates under this Section 5.2.2, Tenant will not be entitled to a refund of the cost of the Analysis. If neither party timely terminates this Lease under this Section 5.2.2, Tenant will within five (5) business days of the expiration of the above-stated ten (10) business day period, after additional consultation with Landlord and after incorporating Landlord's suggestions and comments, submit a new Work Plan satisfactory to Landlord in order to put the Premises in such condition so as to accommodate the installation, construction or modification of the desired Facilities, the Work Plan to include any necessary structural modifications or changes to the Land or Tower.

5.2.3 Tenant will not commence any installation, construction or modification of Facilities unless and until it has received Landlord's approval for the installation, construction or modification of Facilities. Once Tenant has received approval, Tenant must provide Landlord with a proposed work schedule at least thirty (30) days prior to the date it would like to install, construct or modify Facilities. Within ten (10) days of receipt of the proposed work schedule, Landlord will notify Tenant if it is acceptable, or if, in Landlord's sole discretion, a new schedule is required, and provide suggestions and comments regarding the work schedule that would make it acceptable to Landlord. If a new schedule is required, Tenant will, after additional consultation with Landlord and after incorporating Landlord's suggestions and comments, submit a new proposed work schedule satisfactory to Landlord.

5.3 Work.

5.3.1 All of Tenant's work, including installation work or any structural modifications or changes to the Land or Tower necessary to allow for the installation of Facilities: (a) will be done at Tenant's sole cost and expense by qualified and competent Tenant employees, contractors, firms or personnel that have been pre-approved in writing by Landlord, such approval to be at Landlord's sole discretion; and (b) will be done at Tenant's sole risk. Tenant shall be responsible for claims or damages arising from the personal injury or damage to persons or property to the extent such injury or damage results from the negligence of its employees, agents, representatives and contractors (subject to the limitations of the Texas Civil Practice and Remedies Code Chapter 101).

5.3.2 Landlord reserves the right to supervise Tenant's structural modifications or changes to the Land or Tower and the right to itself perform any structural modifications or changes to the Land or Tower, and Tenant will reimburse Landlord for the reasonable, actual and documented costs incurred by Landlord in undertaking such supervision or in doing the modifications or changes. Landlord will notify

Tenant of Landlord's intention to supervise Tenant's structural modifications or changes or to itself perform any structural modification or changes to the Land or Tower at the time it gives its approval for the installation of the Facilities. If Landlord intends to itself perform Tenant's structural modifications or changes, Landlord will, after consultation with Tenant, submit to Tenant a scope of work for the modifications and changes acceptable to Landlord. Landlord agrees that any structural modifications or changes to the Land or Tower that it performs will be done in a manner that causes the least possible disturbance to Tenant's operations at the Premises.

5.3.3 All work done by Tenant or its contractors at the Premises, Tower and Land will be performed in a good and workmanlike manner in compliance with all applicable laws and safety and technical standards, and performed in a manner that does not interfere with Landlord's equipment, use or operations or the equipment, use or operations of pre-existing users or occupants of the Premises, Land or Tower, or with the operation, physical performance or characteristics of the Premises, Land or Tower. Tenant is liable for the work, acts or omissions of any contractor and is liable for all payment owed to any contractor. Tenant shall be responsible for claims or damages arising from the personal injury or damage to persons or property to the extent such injury or damage results from the negligence of its employees, agents, representatives and contractors (subject to the limitations of the Texas Civil Practice and Remedies Code Chapter 101).

5.3.4 Landlord reserves the right to have a representative present during all stages of any of Tenant's work, including installation, construction, operation, maintenance, repair and removal of Facilities or the structural modifications or changes to the Land or Tower. Tenant will reimburse Landlord for the reasonable, actual and documented costs associated with the presence of Landlord's representative during any stage of Tenant's work.

5.4 **Maintenance.** Tenant will keep and maintain its Facilities in good and safe condition and repair (and replace if necessary) throughout the Term. Tenant will keep and maintain the Premises in good and safe condition and repair throughout the Term and in compliance with all applicable laws.

5.5 **Identification of Facilities.** All Facilities must have a tag or similar item affixed to them that clearly and conspicuously identify Tenant as the owner of the Facilities.

ARTICLE 6: PERSONAL PROPERTY AND COLLATERAL

6.1 **Personal Property.** Except for structural improvements Tenant makes to the Land or Tower (which become part of the Land or Tower), Tenant will hold title to all of Tenant's improvements located at the Premises, including its Facilities. Facilities will be deemed and remain Tenant's personal property and will not be deemed fixtures. Except as provided for in Section 14.2, Landlord waives any lien rights it may have in the Facilities deemed Tenant's personal property and not fixtures, and Tenant has the right to remove such personal property at any time without Landlord's consent.

6.2 **Collateral.** Landlord acknowledges that Tenant may have entered into financing arrangements for the financing of the Facilities with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. The Facilities subject to financing arrangements will be referred to as "Collateral." In connection with the Collateral, and subject to Section 14.2, Landlord: (a) disclaims any interest in the Collateral as fixtures; and (b) agrees that the Collateral will be exempt from execution, foreclosure, sale, levy, attachment or distress for any Annual Rent or other payments due or to become due to Landlord under this Lease.

ARTICLE 7: MECHANIC'S AND MATERIALMAN'S LIEN

7.1 **Liens.** If any mechanic's, materialman's or similar lien is filed against the Premises, Land or Tower by reason of work, labor, services or materials performed for or furnished to Tenant or anyone holding any part of the Premises under Tenant, Tenant will, within forty-five (45) days after Tenant's receipt of written notice of the lien filing, cause the lien to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise. The foregoing will not be construed to limit Tenant's rights to contest the basis for the lien, provided the lien is discharged of record. In the event of Tenant's failure to discharge any lien within the forty-five (45)-day

period, Landlord may, upon delivery of written notice to Tenant, remove the lien by paying the full amount thereof or by bonding or in any other reasonable manner Landlord deems appropriate, without investigating the validity of the lien and regardless of the fact that Tenant may contest the propriety or the amount of the lien, and Tenant will pay Landlord, within thirty (30) days after Tenant's receipt of a written demand from Landlord for payment, the amount paid by Landlord to remove the lien, together with reasonable, actual and documented expenses incurred in connection Landlord's removal of the lien, including reasonable attorneys' fees. Nothing contained in this Lease will be construed as consent on the part of Landlord to subject Landlord's interest in the Premises, Land or Tower to any lien or liability under any applicable lien laws.

ARTICLE 8: PERMITS

8.1 **Permits.** Tenant must obtain and maintain throughout the Term (at its sole expense) all necessary licenses, authorizations, permits, rights and consents from any applicable governmental authority or any private individual or entity as may be required so that Tenant can implement in whole or in part the Permitted Use and otherwise perform under this Lease (collectively, "Permits"). Tenant will provide Landlord with copies of all Permits and Tenant will not perform any work at the Premises (including initial installation of Facilities) until all Permits have been obtained and submitted to Landlord. Landlord will not be required to agree to any conditions imposed or proposed by any governmental authority or any private individual or entity as a condition of granting Permits to Tenant.

8.2 Landlord will not be liable to Tenant if Tenant is prevented from implementing in whole or in part the Permitted Use due to Tenant's failure to obtain or maintain a Permit. Tenant shall be responsible for claims or damages arising from the personal injury or damage to persons or property to the extent such injury or damage results from the negligence of its employees, agents, representatives and contractors (subject to the limitations of the Texas Civil Practice and Remedies Code Chapter 101).

ARTICLE 9: INSURANCE

9.1 **Types and Amounts of Tenant Insurance Coverage.** During the Term, Tenant shall, at Tenant's own expense, carry liability insurance at the amount set by the Texas Civil Practice and Remedies Code Chapter 101. Coverage is as follows:

(a) Worker's Compensation as provided for under any Workers' Compensation or similar law in the jurisdiction where the Premises is located with an Employer's Liability limit of not less than \$1,000,000 for each accident or disease;

(b) Commercial General Liability coverage of \$100,000 for each person and \$300,000 for each single occurrence of bodily injury or death and \$100,000 for each single occurrence of injury or damage to property.

(c) Business Auto Liability insurance covering the ownership, maintenance or use of all owned, non-owned or hired automobiles with a limit of \$100,000 per person or \$300,000 per occurrence for bodily injury or death and \$100,000 property damage liability per occurrence;

(d) "All Risk" Property insurance covering not less than the full replacement cost of Tenant's personal property on the Land.

9.2 **Certificate of Insurance and No Limitation.** Before beginning any work at the Premises, Tenant must deliver a certificate of insurance, reasonably satisfactory to Landlord in form and content, evidencing that the insurance required under Section 9.1 is in force and will not be cancelled without first giving Landlord thirty (30) days (10 days due to nonpayment) prior written notice. Tenant's certificate of insurance must contain a statement confirming that all coverage is primary, but only for the acts or omissions of Tenant and for those whom Tenant is responsible, to any insurance carried by Landlord. In addition to supplying a certificate of insurance before beginning any work at the Premises, Tenant will supply a certificate of insurance to Landlord from time to time during the Term within seven (7) days of Tenant's receipt of a request from Landlord for a certificate of

insurance. Nothing in this Lease limits Tenant's liability to Landlord to any insurance coverage certified to or to any insurance coverage required to be carried under Section 9.1.

9.3 **Waiver of Subrogation.** The parties hereby waive and release any and all liability, damages, actions, or causes of action against the other which may hereafter arise on account of damage to the Premises or to the Land, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Premises or the Land shall waive the insurer's right of subrogation against the other party.

ARTICLE 10: LIABILITY

10.1 **Risk of Loss.** Landlord will in no event be liable to Tenant or to any other person or entity for any damage or loss (whether to persons, the Facilities, or other property or otherwise) for any reason whatsoever (unless caused solely by Landlord's intentional misconduct or gross negligence). As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees. The liability of Tenant shall be subject in all cases to the immunities and limitations of the Texas Civil Practice and Remedies Code Chapter 101 and the above Article 9.

10.2 Intentionally deleted.

10.3 **Claims Notification.** When Tenant becomes aware of a matter that is subject to the provisions of Section 10.2.1 or 10.2.2 (each a "Claim"), Tenant must promptly give notice of the Claim to Landlord, accompanied by a copy of any written documentation regarding the Claim, including copies of accident reports, petitions, summons, complaints and statements made by Tenant or others. Tenant will, at its sole cost and expense, provide copies of the written documentation directly to Landlord's insurance company if requested to do so by Landlord. Landlord may, in its sole discretion, participate in the settlement or defense of the Claim, with its own counsel and at its own expense, but Tenant has the right to control the settlement or defense. Tenant will not enter into any settlement that imposes any liability or obligation on Landlord without Landlord's prior consent, which consent will be at Landlord's sole discretion. The parties will cooperate in the settlement or defense of a Claim and to the extent legally possible, give each other full access to all relevant information.

10.4 **Damages Limitation.** Neither party is liable to the other for any indirect, special, consequential, punitive or exemplary damages, such as damages for loss of anticipated profits or revenue or other economic loss, for any claim or cause of action arising out of or related to this Lease, whether arising in contract, tort or otherwise, except for claims for which a party has an obligation of indemnity under this Lease, or for any grossly negligent, willful or fraudulent act or omission. The liability of Tenant shall be subject in all cases to the immunities and limitations of the Texas Civil Practice and Remedies Code Chapter 101 and the above Article 9.

ARTICLE 11: CASUALTY DAMAGE AND CONDEMNATION

11.1 Casualty Damage.

11.1.1 If all or any part of the Premises is damaged by fire or other casualty and the damage is not "Substantial Damage" (as defined below), then Landlord will promptly repair the damage at Landlord's expense and this Lease will continue in full force and effect. For the purpose of this Section 11.1, "Substantial Damage" to the Premises means damage such that the estimated cost of repair of the damage exceeds twenty percent (20%) of the then estimated replacement cost of the Premises. The determination in good faith by Landlord of the estimated cost of repair and of the estimated replacement cost will be conclusive for the purpose of this Section.

11.1.2 If all or any part of the Premises is destroyed or damaged by fire or other casualty and the damage is "Substantial Damage," or the Premises is damaged as a result of an occurrence which is not

covered by Landlord's insurance, or the Tower or Land is damaged (whether or not the Premises are damaged) to an extent that, in Landlord's sole discretion, the Tower or Land, if repaired, could not be operated in an economically viable fashion, then Landlord may at its option either: (a) promptly repair the Premises at Landlord's expense, in which event this Lease will continue in full force and effect; or (b) terminate this Lease. If Landlord elects to promptly repair the Premises, Landlord will give notice of the election to Tenant within thirty (30) days of the date of the casualty. If Landlord elects to terminate this Lease, Landlord will give notice of its election to terminate to Tenant within sixty (60) days of the date of the casualty, and the termination will be effective retroactive to the date of the casualty.

11.1.3 If Landlord conducts repairs as required under this Article 11, Tenant will continue the operation of the Facilities on the Premises to the extent reasonably practicable. Tenant will have no claim against Landlord for any damage suffered by Tenant by reason of the casualty, except to the extent the damage is caused solely by the negligence or willful misconduct of Landlord or its employees, agents or contractors.

11.1.4 If Landlord is obligated or elects to repair the Premises as provided for in Section 11.1, Landlord will commence the repairs within ninety (90) days of the date of the casualty. If Landlord does not commence repairs within ninety (90) days of the date of the casualty, Tenant may, at its option, terminate this Lease at any time after the end of the ninety (90) day period by giving Landlord written notice of its election to terminate, provided that Landlord has not at the time of Tenant's notice commenced the repairs.

11.1.5 If Landlord is required or elects to repair the Premises as provided for in Section 11.1, Landlord will not be required to restore the Facilities, Tenant's improvements, Tenant's fixtures or Tenant's personal property, the restoration or replacement thereof being the sole responsibility of Tenant.

11.2 Condemnation.

11.2.1 If the entire Premises is appropriated or taken under the power of eminent domain by any public or quasi-public authority or conveyed in lieu thereof (collectively, "Condemned" or "Condemnation"), this Lease will terminate as of the earlier of the date of taking of possession by the condemning authority or the date title to the Premises vests in the condemning authority ("Condemnation").

11.2.2 If any portion of the Premises (or access thereto) is Condemned, Landlord will provide written notice to Tenant of the Condemnation, setting forth in detail the circumstances of the Condemnation, including the portion Condemned. Thereafter, if the remaining portion of the Premises (or access thereto) is, in Tenant's reasonable judgment, unsuitable for Tenant to carry on the Permitted Use, Tenant may terminate this Lease by giving notice to Landlord within sixty (60) days after Tenant's receipt of the written notice from Landlord advising as to the circumstances of Condemnation. If Tenant deems the remaining portion suitable for Tenant to carry on the Permitted Use, then Tenant will at its expense move its Facilities to the remaining portion of the Premises, and this Lease will continue in full force and effect, with "Premises" to thereafter be defined in this Lease as the remaining portion of the Premises to which Tenant moved its Facilities.

11.2.3 If any portion of the Tower or Land is Condemned (whether or not all or a portion of the Premises is Condemned) and Landlord reasonably determines that it would not be economically feasible to operate the remainder of the Tower or Land, then Landlord may terminate this Lease by giving notice to Tenant within sixty (60) days after the date of Condemnation.

11.2.4 All compensation awarded or paid in connection with a Condemnation will belong to and be the property of Landlord, without any participation by Tenant, except that Tenant may claim in the Condemnation proceedings any award as may be allowed for relocation costs, or the loss of use of its Facilities, fixtures and equipment installed and paid for by Tenant, provided the claim will not reduce Landlord's award.

ARTICLE 12: UTILITIES

12.1 **Utilities.** Tenant will pay when due all charges for all utilities (including electrical power) used or consumed by it at the Premises, and will contract directly with the utility company for those utilities in its own name. Landlord will, at Tenant's sole expense, cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by Landlord or the utility, including signing any instrument reasonably required by the utility company that is reasonably acceptable in form and substance to Landlord. Landlord is not responsible for supplying standby or emergency power to Tenant. If the Premises include a portion of the Land, Tenant is solely responsible for obtaining and will obtain its own electrical power meter. Landlord may, in its sole discretion, elect to furnish any utility services to the Premises. If Landlord elects to furnish any utility services to the Premises, Tenant will not be required to contract with the utility company in its own name, but will purchase its service requirements for those utilities from Landlord, and the charges for the utility services provided will be paid by Tenant to Landlord as an item included in Tenant's Annual Rent.

12.2 **Utility Services.** In no event will Landlord be liable to Tenant for Damages for any failure or interruption of any utility service being furnished to the Premises, whether or not the utility service is furnished by Landlord, except if the failure or interruption is caused solely by the negligence or willful misconduct of Landlord, its employees, agents or contractors. Tenant shall be responsible for claims or damages arising from the personal injury or damage to persons or property to the extent such injury or damage results from the negligence of its employees, agents, representatives and contractors (subject to the limitations of Texas Civil Practice and Remedies Code Chapter 101). The failure or interruption of any utility service being furnished to the Premises, whether or not the utility service is furnished by Landlord, does not entitle Tenant to terminate this Lease or to any abatement of or reduction in Annual Rent.

ARTICLE 13: **DEFAULT AND REMEDIES**

13.1 **Tenant Default.** A Tenant default occurs if: (a) Tenant fails to pay a monetary obligation when due and payable and the delinquency continues for ten (10) days after Tenant's receipt of a notice of delinquency from Landlord; (b) Tenant fails to perform any non-monetary obligation of Tenant contained in this Lease, and the non-performance continues for thirty (30) days after Tenant's receipt of notice of non-performance from Landlord, or when the non-performance cannot reasonably be cured within the thirty (30) day period, or if Tenant, within that thirty (30) day period, has not commenced with due diligence the cure of the non-performance and thereafter fails to prosecute or complete with due diligence the cure of the non-performance; or (c) Tenant becomes insolvent or bankruptcy or receivership proceedings are initiated by or against Tenant. Tenant will not have more than sixty (60) days from Tenant's receipt of notice to cure non-performance of a non-monetary obligation, despite its due diligence.

13.2 **Landlord Remedies.** If a Tenant default occurs, then in addition to any other rights or remedies to which Landlord may be entitled under this Lease, at law or in equity: (a) Landlord will have the immediate right to terminate this Lease (while the default continues), the termination to become effective upon Tenant's receipt of Landlord's notice of termination. In the event of termination, Tenant must remove its Facilities and other property from the Premises in accordance with Article 14; (b) Landlord may collect all damages incurred by Landlord as a result of Tenant's default; and (c) Landlord may remedy the default for the account of and at Tenant's cost and expense, and Landlord may collect this amount from Tenant (which shall be paid by Tenant within 30 days after Tenant's receipt of an invoice therefor and reasonable documentation from Landlord evidencing the cost and expense incurred).

13.3 **Landlord Default.** A Landlord default occurs if: (a) Landlord fails to pay a monetary obligation when due and payable and the delinquency continues for ten (10) days after Landlord's receipt of a notice of delinquency from Tenant; or (b) Landlord fails to perform any non-monetary obligation of Landlord contained in this Lease, and the non-performance continues for thirty (30) days after Landlord's receipt of notice of non-performance from Tenant, or when the non-performance cannot reasonably be cured within the thirty (30) day period, if Landlord, within that thirty (30) day period, has not commenced with due diligence the cure of the non-performance and thereafter fails to prosecute or complete with due diligence the cure of the non-performance.

13.4 **Tenant Remedies.** If a Landlord default occurs, then in addition to any other right or remedy to which Tenant may be entitled under this Lease, at law or in equity, Tenant may terminate this Lease, the termination to become effective upon Landlord's receipt of Tenant's notice of termination.

13.5 **Remedies Cumulative.** All remedies described in this Lease are cumulative and are not exclusive of other remedies to which the injured party may be entitled under this Lease, at law or in equity. Use of one or more remedies does not bar the use of any other remedy.

13.6 **Attorneys' Fees.** If a party brings suit because of the breach of this Lease, the prevailing party is be entitled to recover all costs and expenses incurred in bringing such suit, including reasonable attorneys' fees, through all appeals.

13.7 **Damages Limitation.** Neither party is liable to the other for any indirect, special, consequential, punitive or exemplary damages, such as damages for loss of anticipated profits or revenue or other economic loss, for any claim or cause of action arising out of or related to this Lease, whether arising in contract, tort or otherwise, except for claims for which a party has an obligation of indemnity under this Lease, or for any grossly negligent, willful or fraudulent act or omission.

13.8 **Forum Selection and Waiver of Jury Trial.**

13.8.1 Any court proceeding brought by either party against the other must be brought, as appropriate, in the applicable jurisdiction where the Land is located. Each party agrees to personal jurisdiction in the appropriate court of such jurisdiction.

13.8.2 The parties irrevocably and unconditionally waive their right to a jury trial in any court action arising among the parties, whether under this Lease or otherwise, and whether made by claim, counter-claim, third party claim or otherwise. This waiver of jury trial is binding on the parties and their respective successors and assigns, and will survive the expiration or termination of this Lease.

13.8.3 If for any reason the waiver of jury trial set forth in Section 13.8.2 is held to be unenforceable, the parties will enter into binding arbitration for any dispute arising out of this Sublease or any claim arising under any federal, state or local statutes, laws or regulations, and will do so under the applicable commercial rules of the CPR Institute for Dispute Resolution and 9 U.S.C. § 1, et seq. Any arbitration will be held in the metropolitan area nearest to where the Premises are located and be subject to the laws of the State where the Premises are located. Discovery in the arbitration will be governed by the local rules applicable in the United States District Court where the Premises are located.

ARTICLE 14: SURRENDER OF PREMISES AND REMOVAL OF FACILITIES

14.1 **Surrender of Premises.** Upon the expiration or earlier termination of this Lease, Tenant will peaceably surrender the Premises in good order, condition and repair, having at its own expense restored the Premises (and, if applicable, any portion of the Land or Tower not a part of the Premises) to substantially the same condition it was in as of the Effective Date, reasonable wear and tear excepted, and having removed its Facilities and property in accordance with Section 14.2.

14.2 **Removal of Facilities.** Upon the expiration or termination of this Lease, Tenant will immediately remove all Facilities and other property of Tenant from the Premises and promptly repair any damage to the Tower, Premises and Land resulting from the removal. In the event that labor disputes, adverse weather conditions, acts of God or any other condition beyond the reasonable control of Tenant prevent the removal of the Facilities and property from the Tower, the Premises or the Land, Tenant will be allowed a reasonable additional period of time to remove the Facilities and property. If Tenant fails to remove the Facilities and Tenant's other property within thirty (30) days of the expiration or earlier termination of this Sublease, then Tenant shall pay Landlord twice the then current Monthly Rent, until such time as the removal is completed. This Section shall survive any termination of the Agreement. Tenant will obtain the agreement of any holder of a lien on the Collateral to Landlord's rights under this Section 14.2. Any damage to the Premises, Land or Tower caused by Tenant in the removal of Tenant's Facilities and other property will be repaired by Tenant at its expense.

14.3 **Removal of Facilities Prior to Expiration or Termination.** Tenant may remove its Facilities at its sole expense on or before the expiration or termination of this Lease, provided that Tenant promptly repairs any damage to the Premises, Tower and Land caused by the removal. Upon Tenant's removal of Facilities, Tenant must restore the Premises, (and if applicable any portion of the Tower and Land not a part of the Premises) to the same good order, condition and repair it was in as of the Effective Date (reasonable wear and tear excepted).

ARTICLE 15: HAZARDOUS SUBSTANCES

15.1 Hazardous Substances.

15.1.1 Tenant will not (and will not permit persons under its control to) use, store, generate or dispose of any "Hazardous Substances" (as defined in Section 15.1.3) on, in or under the Premises, Land or Tower, except for those Hazardous Substances which may lawfully be used in the ordinary course of Tenant exercising the Permitted Use at the Premises or as are reasonably required in performing the obligations of Tenant under this Lease, and then only to the extent no Environmental Law (as defined in Section 15.1.3) is violated in so doing.

15.1.2 Tenant will promptly furnish Landlord with copies of any notices filed by Tenant or received by Tenant relating to Tenant's compliance with Environmental Laws.

15.1.3 For purposes of this Lease, "Hazardous Substances" means any substance that is toxic, radioactive or corrosive and that is, in the form, quantity, condition and location then existing, regulated by any governmental agency. For purposes of this Lease, "Environmental Law" means all federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all federal, state and local governmental agencies or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term.

ARTICLE 16: NOTICE

16.1 **Notice.** Whenever any notice, consent, approval, request, demand or authorization (for the purposes of this Article 16, collectively "Notice") is required or permitted under this Lease, the same must be in writing (except for oral notice specifically allowed under this Lease). All Notice will be sent by certified mail, return receipt requested, postage prepaid or by nationally recognized overnight courier service to the parties at the following addresses:

If Notice to Landlord:

Director Wholesale Contracts
CenturyLink
930 15th Street 6th Floor
Denver, CO 80202
Email: intagree@centurylink.com
Phone: 303-672-2879

If Notice to Tenant:

Wise County
PO Box 899
101 N. Trinity Street
Decatur, TX 76234

With a copy of Landlord default Notice only
(which will not constitute Notice to Landlord) to:

Associate General Counsel, Interconnection
CenturyLink Law Department
1801 California Street, 9th Floor
Denver, CO 80202
Email: Legal.Interconnection@centurylink.com
Phone: 303-383-6553

16.2 **Effectiveness of Notice and Change of Address.** Notice will be effective upon the date of receipt by the addressee as shown on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for Notice by giving Notice of such change to the other party in the manner for giving Notice prescribed in Section 16.1.

ARTICLE 17: DISCLAIMER OF WARRANTIES

17.1 **Disclaimer.** Tenant acknowledges that Landlord (nor anyone on Landlord's behalf) has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as, to, concerning or with respect to: (a) the value, nature, quality, physical or other condition of the Premises, Land or Tower; (b) the suitability of the Premises, Land or Tower for any activities and uses which Tenant may or plans to conduct on the Premises, Land or Tower; (c) the compliance of or by the Premises, Land or Tower or their operation with any laws, rules, ordinances, orders, decisions or regulations of any applicable governmental authority; (d) the habitability, merchantability or fitness for a particular purpose of the Premises, Land or Tower; (e) the manner or quality of the construction or materials incorporated into the Premises, Land or Tower; (f) the manner, quality, state of repair or lack of repair of the Premises, Land or Tower; and (g) any other matter with respect to the Premises, Land or Tower, and specifically that Landlord has not made, does not make and specifically disclaims any representations regarding compliance with any Environmental Laws, protection, pollution, land use, zoning development or impact laws, rules, regulations, orders, decisions or requirements.

17.2 **Release.** Tenant, for itself, its successors and assigns, waives, releases, acquits and forever discharges each Landlord Indemnitee and their respective successors and assigns of and from any Damages, direct or indirect, known or unknown, foreseen or unforeseen, which Tenant or its successors and assigns now have or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises.

17.3 **Survival.** Notwithstanding anything to the contrary set forth in this Lease, the disclaimers, waivers and releases contained in this Article 17 will survive the expiration or termination of this Lease.

ARTICLE 18: MISCELLANEOUS

18.1 **Assignment.** Tenant may not assign this Sublease, sublet the Premises or otherwise transfer all or any part of its interest in this Sublease or in the Premises without the prior consent of Landlord, which consent will be at Landlord's sole discretion.

18.2 **Lease Binding on Successors and Permitted Assigns.** All of the terms, covenants, rights, liabilities and conditions of this Lease will inure to the benefit of and be binding upon the parties' respective successors and permitted assigns.

18.3 **Governing Law.** This Lease is governed by and construed in accordance with the laws of the state in which the Land is located.

18.4 **Waiver.** No agreement, term or condition of this Lease will be deemed to have been waived by a party unless the waiver is made in writing and is signed by the party against whom the waiver is claimed. No waiver of default or breach of this Lease or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Lease will not be deemed to be a waiver of or consent to any other breach or default of this Lease or to or any subsequent breach or default of the same term, agreement or condition of this Lease. No course of dealing or conduct or failure of a party to strictly enforce any term, right or condition of this Lease constitutes a general waiver or relinquishment of the term, right or condition.

18.5 **Severability**. If any part of this Lease becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Lease. In all other respects this Lease will stand and remain in full force and effect as if the invalid provision had not been a part of this Lease.

18.6 **Quiet Possession**. As long as Tenant timely pays Annual Rent and complies with and performs all of the terms, covenants and conditions of this Lease that are applicable to Tenant, Tenant may peacefully and quietly possess and enjoy the Premises throughout the Term.

18.7 **Amendment and Modification**. No provision of this Lease is deemed amended or modified unless amended or modified in a writing dated and signed by both parties.

18.8 **Taxes**. Landlord will pay all taxes assessed against the Land, except taxes demonstrated by Landlord to be assessed by reason of the presence of the Facilities. Tenant will pay prior to delinquency any taxes assessed against the Land by reason of the presence of the Facilities. Tenant will pay prior to delinquency any tax or levy on Annual Rent paid by Tenant to Landlord. In the event a tax or levy payable by Tenant is paid by Landlord, then Tenant will reimburse Landlord within thirty (30) days after receipt of a written payment request for payment (together with copies of receipts) from Landlord. In all other respects, taxes will be borne by the party upon which applicable law imposes the payment obligation, even if the obligation to collect and remit the tax is placed upon the other party.

18.9 **Intentionally deleted**.

18.10 **Force Majeure**. If either party is delayed from performing an obligation because of strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, storms, hurricanes, earthquakes or other natural disasters, war or other reason which is not the fault of or is beyond the reasonable control of the party delayed, then performance of the obligation will be excused for the period of the delay. However, the foregoing in this Section 18.10 will neither relieve Tenant from the obligation to make monetary payments to Landlord nor apply to delays resulting from the inability of Tenant to obtain financing or to proceed with its obligations under this Lease because of a lack of funds.

18.11 **Waiver of Class/Collective/Representative Actions**. The parties irrevocably and unconditionally waive the right to act as lead plaintiff or class representative, or to act in any representative capacity, for any class action, collective action or other type of representative action arising out of or related to this Lease. The waivers contained in this Section 18.11 will survive the expiration or termination of this Lease.

18.12 **Compliance**. Tenant will comply with all local, municipal, state, federal and governmental laws, orders, codes and regulations applicable to Tenant's performance of this Lease, to its exercising of the Permitted Use, and to its business and operations.

18.13 **Zoning Change**. In the event of an unforeseen change in the zoning status of the Land, Landlord may apply for and obtain new zoning approvals and Tenant will cooperate with Landlord in obtaining new zoning approvals.

18.14 **Entire Agreement and Termination**. The parties expressly agree that as of the Effective Date, all of the terms and conditions of the parties with respect to any other lease agreement pertaining to the Premises will terminate, and that this Lease constitutes the parties' entire agreement and understanding concerning its subject matter and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter of this Lease. This Lease consists of the body of this Lease and the following Exhibits, each of which is attached to and incorporated by reference into this Lease:

- Exhibit A – Description of the Land
- Exhibit B – Description of the Premises
- Exhibit C – Annual Rent

18.15 **No Interconnection**. This Lease does not allow and will not be deemed to allow Tenant to interconnect Tenant's Facilities with the equipment, facilities or network of Landlord or of any other user or

occupant of the Land, Tower or Premises. Any interconnection arrangements between Tenant and Landlord must be authorized pursuant to a separate written interconnection agreement under § 251 of the Telecommunications Act of 1996. Any interconnection arrangements between Tenant and any other user or occupant of the Land, Tower or Premises (other than Landlord) must be approved in advance by Landlord, such approval to be at Landlord's sole discretion.

18.16 **Counterparts, Facsimile and Electronic Mail Signatures.** This Lease may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Lease transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature, provided the party delivering its signature by facsimile or electronic mail will promptly thereafter deliver this Lease to the other party with the original signature.

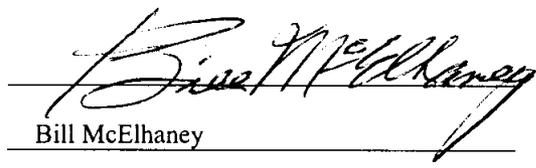
18.17 **Subordination.** At Landlord's option, this Lease shall be subordinate to any mortgage or other security interest entered into by Landlord which from time to time may encumber all or part of the Land. Tenant agrees that this Lease is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Land or on or against Landlord's interest or estate therein and any underlying ground lease or over lease on the Land, all without the necessity of having further instruments executed by Landlord to effect the subordination. In the event of a conflict between the provisions of this Lease and the provisions of an underlying ground lease or over lease existing prior to this Lease, a copy or redacted copy of which has been delivered to Tenant, the terms of the underlying ground lease or over lease will have control. Upon discovery of any conflict, Landlord will provide Tenant notice thereof.

Landlord and Tenant have entered into this Lease as of the Effective Date as first written above.

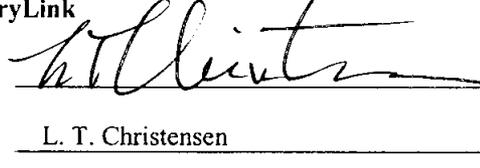
Tenant
Wise County

Landlord
Central Telephone Company of Texas d/b/a
CenturyLink

By:



By:



Name:

Bill McElhaney

Name:

L. T. Christensen

Title:

County Judge

Title:

Director – Wholesale Contracts

Date:

12/18/12

Date:

1/9/13

EXHIBIT A

Land Description

1. Site Name: CHICO, TX TOWER (SRN 20994)
2. Site Address: 200S. Buffalo Springs Road, Chico, TX 76431
3. The Land is owned by Landlord.
 The Land is leased by Landlord.
4. Land Description:

A parcel of land situated in Wise County, Texas, more particularly described as:

the North 70 feet of Lot 1 and Lot 2, Block 3 of the original Town of Chico, County of /Wise, State of Texas.

EXHIBIT B

Description of the Premises page 1 of 6

1. Premises consists of tower space and cable/access/utility easements only
2. Landlord contact for emergencies: 888-862-8293
3. Tenant contact for emergencies: Sheriff David Walker (940) 627-5971

Drawing(s) of the Premises within the Land:

Landlord leases to Tenant (collectively, the "Premises");

1. Antenna space at the 100, 140 and 157-foot ACL levels on the Tower;
2. A right of access across the Land as necessary to access the Tower and utility easement and
3. The right to run utilities and cabling across, under or over the Land to connect the utility easement and the Tower space.

EXHIBIT B

Description of the Premises **page 3 of 6**

Equipment on the Premises

Elev (ft)	Tenant	Ants Qty	Appurtenance Model / Description	Mount Description	Lines Qty	Line size & Location
157.16	Wise Co.	1	Sinclair SC229 Whip Antenna	4ft Standoff Mount	1	7/8"-(FZ)
140	Wise Co.	1	MPRC2449 Dish w/ Radome [To Decatur North - Az. 84]	Dish Pipe Mount - NE Leg	1	CAT5E-(FZ)
		1	Exalt R4900			
100	Wise Co.	1	MPRC3649 Dish w/ Radome [To Walnut Creek - Az. 192]	Dish Pipe Mount - SW Leg	1	CAT5E-(FZ)
		1	Exalt R4900			

Special conditions:

1. The diagonal bolt on Face DA - Leg A at Elevation 100ft is missing and shall be installed by Tenant as part of its antenna installation.

EXHIBIT B

Equipment on the Premises

MPRC Prime Focus Parabolic Reflector Antennas



4.9 to 6.0 GHz Wideband Parabolic Reflector Antenna Series with Radome

The MPRC prime focus parabolic reflector antenna series suppresses extraneous sidelobe and cross-polarized energy. These antennas feature a micro fine elevation and azimuth adjustment kit. The MPRC series is provided with a radome as a standard feature.



- Availability in two and three foot diameter sizes
- Radome comes standard and installed
- Rear mounted feed - radome never has to be removed
- Linear, continuous polarization adjustment
- Fine adjustment mechanism for elevation and azimuth
- Assembled and attached offset mount allows easy access to connector
- Double saddle mounting brackets will accommodate pipe attachments ranging from 1.625" to 4.5" OD
- Robust mounting structure. Three point mount attachment improves stability and prevents reflector distortion and mechanical oscillation
- 2 foot versions are UPS shippable



Antenna Electrical Specifications

Model	Frequency Range	Nominal Gain (+/- 0.5 dB at mid band)	3 dB Beamwidth, Nominal
MPRC2449	4.9 - 6.0 GHz	27.7 dBi at 4.9 GHz 28.5 dBi at 5.25 GHz 29.0 dBi at 5.8 GHz	6°
MPRC3649	4.9 - 6.0 GHz	30.4 dBi at 4.9 GHz 31.2 dBi at 5.25 GHz 32.0 dBi at 5.8 GHz	4°

Technical Data

General Specifications: Prime Focus Parabolic Reflector Antenna
Maximum Power: 5 watts
Nominal Impedance: 50 ohms
SWR/return loss: ~ 1.5 / ~13.9 dB
Polarization: Linear, continuously adjustable
Front-to-back Ratio: 26 dB (MPRC2449) 43 dB (MPRC3649)
Interface Connector: Type II female
Mount Interface: Accommodates 1.625" to 4.5" pipe OD

Mechanical Specifications

Model	Wind Survival with 1/2" of radial ice	Temperature Range	Diameter
MPRC2449	125 mph	-40°C to +80°C	26" (66 cm)
MPRC3649	125 mph	-40°C to +80°C	36" (91 cm)

EXHIBIT B

Description of the Premises page 6 of 6

Equipment on the Premises

Preliminary Specifications		ExtendAir r4000 Series
System		
Outdoor Unit (ODU) Models		r4005, r4005-1, r4005BaseT, RJE - 2, r4010BaseT, r4010-1, r4010-1, r4010BaseT, RJE - 4, r4010E
Frequency Band (GHz)		4.400 - 4.900
Tuning Resolution		1 MHz
Output Power (full power) ¹	QPSK 16QAM 64QAM	+24 dBm +21 dBm +19 dBm
Output Power (min power)		0 dB
Power Control Step Size		0.5 dB
Receiver Threshold (BER=10 ⁻⁴ typical) (dBm)		
QPSK	10 MHz	-66
	20 MHz	-63
	40 MHz	-60
16QAM	10 MHz	-79
	20 MHz	-77
	40 MHz	-74
64QAM	10 MHz	-83
	20 MHz	-81
	40 MHz	-78
Throughput (Mbps aggregate) (Max system layer 1 - Max Ethernet layer 2) ²		
QPSK	10 MHz	15 - 13
	20 MHz	31 - 26
	40 MHz	64 - 54
16QAM	10 MHz	31 - 26
	20 MHz	64 - 54
	40 MHz	129 - 106
64QAM	10 MHz	47 - 40
	20 MHz	96 - 81
	40 MHz	176 - 149
Range ³ (99.99% availability)		up to 15 miles (24 km) at 100 Mbps sustained user throughput
Maximum	RSL QPSK 16QAM - 64QAM	0 dBm (no damage) 25 dBm (em. free) 30 dBm (em. free)
Physical		
Physical Configuration		
Dimensions (H x W x D)		Outdoor Unit (ODU) 8.21 x 9.61 x 8.25" 20.9 x 24.5 x 21.0 cm (max) (incl. vent)
Operating Temperature		-40 to +65 °C / -40 to +124 °F
Full Spec Temperature		-40 to +60 °C / -40 to +140 °F
Weight		Connectors (w/ 2.00 m cable)
Environmental		NEMA 4 - IP66
Altitude		4570 m / 15,000 ft
Humidity		100% (condensing)

EXHIBIT C

Annual Rent

Non-Recurring Fee (NRC):

Total Non-Recurring Fees	Total NRC Fee
	\$ n/a

Annual Recurring Fee:

Ground Space:

Total Square Feet				Total Fee
				\$ n/a

Tower Attachments:

Attachment Description				Total Fee
1- antenna	(1) Sinclair SC229			\$ 1.00
2- MW dishes	(1) MPRC2449			
1- MW radio	(1) MPRC3649			
	(1) DS-ExtendAir-r4000-B-0412			

DC Power:

Number of Leads	Total Amps			Total Fee
				\$ n/a

AC Power (testing purposes only):

Circuits (Amps/Volts)			Total Fee
			\$ n/a

Additional Fee: Backup Power

Total Units		Rate per Unit		Total Fee
		\$		\$ n/a

Total Annual Recurring Fee	Total Annual Fee
	\$ 1.00