

PROPOSED TOWER LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF ECTOR §

This lease agreement is made and entered into this _____ day of August, 2012 by and between **Ector County Independent School District** ("Lessor") and **Adelante Television Limited Partnership**, a Texas limited partnership, licensee of KTLE-TV, Odessa, Texas ("Lessee").

The parties agree that for the sum of \$300.00 per month payable on the 1st day of each month, Lessor hereby grants to Lessee permission to install, maintain, and operate certain communications equipment for the purposes of operating a low power television broadcast station on Lessor's property located on the Ector County Independent School District's New Tech Career Center Campus. Such equipment may not be expanded or modified during the term hereof without the prior written consent of Lessor, and Lessor may withhold said consent for any reason or no reason at all. Lessor agrees to lease Lessee space on the communications Tower, as well as space within the fenced area surrounding the Tower for Lessee to install a satellite dish on Lessor's premises. Lessee agrees that the placement of the dish shall not cause any structural damage to the leased premises, and that Lessor must consent to the location of the dish. The space on the Tower, together with the area upon which Lessee may locate a satellite dish and related equipment within the fenced area surrounding the Tower, is hereinafter referred to as the "Site."

Lessee shall have access to the Site for the purposes of installing the communications equipment and during the continuation of the lease, ingress and egress to the Site for the purposes of maintenance and repair of Lessee's equipment. Any access may only be at the express consent of Lessor's designee. It is agreed that only authorized engineers or employees of Lessee, FCC inspectors, and persons under their direct supervision will be permitted to enter the Site. All equipment installed and brought to the Site by Lessee shall remain the sole property of Lessee.

Lessee agrees that it will abide by all laws, rules, regulations, and policies which Lessor may, from time to time, reasonably impose and communicate to Lessee pertaining to the use of the premises, specifically including, but not limited to, the requirement of having any party who may come upon Lessor's premises submit a criminal history check to the Lessor.

It is further understood and agreed that Lessee will ensure that the installation, maintenance, and operation of its equipment shall not damage the building or improvements of Lessor or the Tower structure or interfere with the maintenance of the building or Tower, nor with the conducting of Lessor's operation of its facilities.

Lessee agrees to install communications equipment of a type and frequency that will not cause interference to other antennas on the Tower or to Lessor's use of the Tower or the facilities known as

the New Tech Career Center Campus. Lessee agrees to make no significant changes in equipment or frequency without the prior written approval of Lessor.

The cost of lighting and repair to Lessee's property shall be borne by Lessee. The cost of maintaining Lessee's equipment shall be borne by Lessee. Lessee shall not modify the Tower or other improvements of Lessor, either internally or externally, without the prior written consent of Lessor, which Lessor may withhold for any reason or no reason at all.

All installations and operations in connections with the Tower by Lessee shall meet with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and Electrical Code of the City or County and State concerned, together with all laws rules, regulations, and policies that pertain to the Lessor.

Lessee shall be responsible for the declaration and payment of any applicable taxes or assessments against the property installed by Lessee, including, but not limited to, all applicable sales or use taxes.

Lessee agrees that it will indemnify and hold harmless Lessor, its employees, students, agents, invitees, and any and all other persons against any and all claims, losses, damages, costs, and expenses arising out of or in connection with Lessee's use under this lease, including any and all reasonable and necessary attorney's fees that Lessor may incur.

It is further agreed neither party shall be liable to the other for damages caused by acts of God or other acts beyond its control or by any person not its agent, servant, or employee or by any equipment not owned by it. If due to acts of God or for any other reasons Lessee's use of the Tower is interrupted, Lessee shall be entitled to terminate the Lease on twenty-four (24) hours notice and shall not be obligated to pay rent for any period during which it cannot broadcast.

Lessee is to make arrangements, satisfactory to Lessor, for installation of any control lines as may be required for operation of Lessee's communication equipment. Lessee shall arrange for installation and payment of power facilities.

This agreement shall have an initial term of ninety (90) days, commencing on _____, 2012. This Lease shall extend on a month-to-month basis, and either party may terminate this lease at any time, for any reason or no reason at all, by giving the other party ninety (90) days notice of said termination.

This agreement may not be assigned by either party without the proper written consent of the other.

This agreement shall be performable in Odessa, Ector County, Texas, and the site of any litigation involving same shall be in Odessa, Ector County, Texas.

All notices under this contract shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by overnight courier or delivered by hand at the following address:

Lessor: Ector County Independent School District
PO Box 3912
Odessa, Texas 79760

Lessee: Robert Drewry
c/o Laura Byrd
PO Box 548
Lawton, Oklahoma 73502

ACCEPTED AND AGREED:

Lessor

Ector County Independent School District

By: _____

Name: _____

Title: _____

Date: _____

Lessee

Adelante Television Limited Partnership

By: Adelante Television of Texas, Inc.
General Partner

By: _____

Name: _____

Title: _____

Date: _____