

**LEASE AGREEMENT**  
(Antenna Tower)

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of December \_\_\_\_, 2012, by and between Hill Tower, Inc., a Texas corporation (“**Landlord**”), whose address for purposes hereof is Communications Center, 606 Young Street, Dallas, Texas 75202, and Cedar Hill Independent School District (“**Cedar Hill ISD**”), Duncanville Independent School District (“**Duncanville ISD**”), Desoto Independent School District (“**Desoto ISD**”), and Lancaster Independent School District (“**Lancaster ISD**”) (such Districts have formed a group known as the “Best Southwest School Safety & Security Consortium” and are collectively referred to herein as the “**Tenant**”), whose address for purposes hereof is \_\_\_\_\_.

As used in this Lease, the terms set forth in Article IX hereof shall have the respective meanings indicated therein.

Subject to all of the terms and conditions of this Lease, and in consideration of the mutual covenants and obligations contained in this Lease, Landlord and Tenant agree as follows:

ARTICLE I

Section 1.1. Leased Premises and Term. Landlord does hereby lease, demise and let to Tenant and Tenant does hereby lease and take from Landlord the Leased Premises, for a term beginning on the Commencement Date and continuing in full force and effect for one (1) year thereafter (the “**Initial Term**”) unless this Lease is terminated earlier pursuant to the provisions hereof. In the event the Commencement Date does not fall on the first day of a calendar month, the Initial Term of this Lease shall be extended by the number of days remaining in such calendar month. This Lease will be automatically renewed for two additional terms of one year each (each, a “**Renewal Term**”) unless Tenant provides notice to Landlord, at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be, of its election to terminate this Lease. Upon the expiration of second Renewal Term, if applicable, if Tenant elects to extend this Lease, this Lease shall automatically renew for successive periods (each, an “**Optional Term**”) of one (1) year each, on the same terms and conditions as set forth herein, unless either party hereto provides thirty (30) days prior written notice to the other party hereto that the first party wishes not to renew this Lease, in which case this Lease shall not be renewed again after the 30th day after the delivery of such notice to the other party (or after such later date as may be specified in such notice) (the Initial Term, together with each Renewal Term, if applicable, and any Optional Terms, referred to as the “**Term**”).

Section 1.2. Use. The Leased Premises shall be used and occupied by Tenant solely for the purpose of installing, operating and maintaining Tenant’s Equipment for commercial broadcasting purposes in accordance with applicable FCC licenses and for no other purposes.

Section 1.3. Rent.

(a) Tenant agrees to pay to Landlord rent (the “**Rent**”) in the following amounts for each calendar month during the Term:

(i) During the Initial Term, an amount equal to \$600.00 per month, commencing on the Commencement Date (prorated to the end of the then current calendar month, if the Commencement Date does not fall on the first day of a calendar month) and continuing monthly thereafter on the first day of each month for a total period of twelve (12) months (plus any partial calendar month at the beginning of the Term, if the Commencement Date does not fall on the first day of a calendar month).

(ii) During any Renewal Term, if applicable, an amount equal to \$600.00 per month, commencing on the first day of any such term (prorated to the end of the then current calendar month, if the first day of such term does not fall on the first day of a calendar month) and continuing monthly thereafter on the first day of each month until the last day of any such term.

(ii) During any Optional Term, on each two (2) year anniversary of the Commencement Date (or, if the Commencement Date does not fall on the first day of a calendar month, then on the anniversary of the first day of the calendar month following the Commencement Date) (an “**Adjustment Date**”) the monthly Rent shall be increased by an amount equal to 3.75% of the monthly rental for the preceding calendar month.

(b) The Rent shall be due and payable annually in advance on the Commencement Date and each one (1) year anniversary of the Commencement Date (or, if the Commencement date does not fall on the first day of a calendar month, then on the anniversary of the first day of the calendar month following the Commencement Date).

(c) Tenant shall also pay, as additional rent, all such other sums of money as shall become due and payable by Tenant to Landlord under the terms of this Lease.

## ARTICLE II

Section 2.1. Tenant’s Plans. Tenant shall prepare plans, specifications and working drawings for the installation of Tenant’s Equipment on the Leased Premises, and shall deliver such plans, specifications and working drawings to Landlord no later than thirty (30) days after the date hereof and prior to the installation thereof on the Leased Premises. All of such plans, specifications and working drawings are herein referred to as “Tenant’s Plans.” Tenant’s Plans shall be accompanied by a current report of a structural engineer approved in advance by Landlord, such approval not to be unreasonably withheld, showing to Landlord’s satisfaction that the installation of Tenant’s Equipment in accordance with Tenant’s Plans will not adversely affect the structural integrity of the Tower. Within fifteen (15) days following receipt of

Tenant's Plans, Landlord shall notify Tenant whether it approves or disapproves Tenant's Plans. In the event Landlord disapproves Tenant's Plans, Landlord shall provide a reasonably detailed explanation of the reason for its disapproval and Tenant shall have the option of either revising and resubmitting Tenant's Plans until they are approved by Landlord or terminating this Lease by providing written notice of termination to Landlord, in which event neither Landlord nor Tenant shall have any further rights or obligations hereunder. Notwithstanding any provision in this Lease which may imply the contrary, Landlord shall have no obligation to approve Tenant's Plans to the extent such Plans are not in conformity with the plans and specifications for the Tower, provide for equipment which is incompatible with equipment currently located on the Tower or with the Existing Leases and the rights of Existing Tenants thereunder, or are not in compliance with all applicable laws, rules and regulations. After Landlord's approval of Tenant's Plans, Tenant may commence construction in accordance with Tenant's Plans and install Tenant's Equipment in accordance with Tenant's Plans. Tenant shall not make any changes or additions to Tenant's Plans unless such changes or additions are submitted in advance, in writing, to Landlord and the Engineering Representatives and approved by such parties. Notwithstanding the foregoing, no changes or additions to Tenant's Plans and no delay in the installation of Tenant's Equipment resulting from changes in Tenant's Plans shall delay the Commencement Date.

Section 2.2. Construction of Tenant Improvements. All costs incurred in installing Tenant's Equipment shall be paid by Tenant, and Landlord shall have no obligations or liabilities with respect to the removal, disposition, construction or installation of such equipment. All work to be performed by or on behalf of Tenant shall be (a) made at Tenant's sole cost, risk and expense, (b) performed in a prompt, good and workmanlike manner, (c) constructed in accordance with Tenant's Plans and all applicable laws, rules and regulations of any governmental authority having jurisdiction over all or any part of the Tower, (d) prosecuted diligently and continuously to completion so as to minimize interference with the normal business operations of Landlord and Existing Tenants on the Tower and the performance of Landlord's obligations under this Lease and any mortgage covering all or any part of the Tower, (e) performed by a contractor or contractors approved by Landlord, such approval not to be unreasonably withheld or delayed, and (f) completed without any mechanics' or materialmen's liens or other encumbrances having been filed or claimed (or thereafter being filed or claimed) against the Leased Premises or any other portion of the Tower.

**Section 2.3. DISCLAIMER OF WARRANTIES. TENANT ACKNOWLEDGES THAT IT HAS INSPECTED THE LEASED PREMISES AND THE TOWER AND IS THOROUGHLY FAMILIAR WITH ITS CONDITION. TENANT ACCEPTS THE LEASED PREMISES IN ITS PRESENT CONDITION AND ACKNOWLEDGES AND AGREES THAT LANDLORD HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER WITH RESPECT TO THE LEASED PREMISES, THE TOWER, THE ADEQUACY OF ANY EQUIPMENT IN THE LEASED PREMISES OR THE TOWER TO MEET THE PARTICULAR NEEDS OF TENANT, OR THE PRESENT OR FUTURE ADEQUACY OF THE UTILITIES, WHETHER EXPRESS OR IMPLIED. LANDLORD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY THAT THE LEASED PREMISES ARE**

**SUITABLE FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES REGARDING THE LEASED PREMISES. TENANT HEREBY REPRESENTS THAT IT IS NOT RELYING UPON ANY WARRANTIES, PROMISES, GUARANTIES OR REPRESENTATIONS MADE BY LANDLORD OR ANYONE ACTING OR CLAIMING TO ACT ON BEHALF OF LANDLORD IN ENTERING INTO THIS LEASE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.**

### ARTICLE III

#### Section 3.1. Services and Obligations of Landlord.

(a) In respect of the Leased Premises and the Tower and subject to the provisions of Section 3.3 below, Landlord shall furnish Tenant during the Term routine maintenance of the Tower in as good a condition as exists on the date hereof (reasonable wear and tear excepted).

(b) Failure by Landlord to any extent to furnish or cause to be furnished the services described in Section 3.1(a) or any cessation thereof resulting from causes beyond the control of Landlord shall not render Landlord liable in any respect for damages to either person or property, nor be construed as an eviction of Tenant, nor, except as provided in Section 3.1(c) and Section 3.3 below, result in an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement contained in this Lease.

(c) Notwithstanding any provision herein to the contrary, in the event the failure by Landlord to furnish or cause to be furnished the services described in Section 3.1(a) renders it impossible for Tenant to operate Tenant's Equipment for its intended purposes from the Leased Premises for sixty (60) consecutive days, then Rent shall abate during such sixty (60) day period and for each consecutive day thereafter until such time as it is again possible for Tenant to operate Tenant's Equipment for its intended purposes from the Leased Premises. The provisions of this Section 3.1(c) are subject to the provisions of Section 3.3 below which shall govern in the event of any voluntary alterations, improvements, additions, deletions or changes to the Leased Premises or the Tower, as described therein.

Section 3.2. Repairs by Landlord. Except as otherwise provided for herein, Landlord shall not be required to make any improvements to or repairs of any kind on or within the Leased Premises or the Tower during the Term, except such repairs as may be deemed necessary by Landlord for normal maintenance operations in respect of the Tower.

Section 3.3. Alterations, Improvements, Additions, Deletions and Changes by Landlord. Upon the giving of not less than fifteen (15) days prior written notice to Tenant, Landlord, KDFW and WFAA shall have the right, without the prior written consent of Tenant, to make such alterations, improvements, additions, deletions and changes to the Tower as they in their sole discretion may elect, including without limitation alterations, improvements, additions, deletions and changes which will render the Leased Premises temporarily unsuitable for Tenant's

purposes. If, as a result of any such alterations, improvements, additions, deletions or changes, the Leased Premises are or will be rendered temporarily unsuitable for Tenant's purposes, then the Term of this Lease and the Rent payable hereunder shall abate one day for each day that the Leased Premises are actually rendered unsuitable for Tenant's purposes. Landlord shall provide Tenant with written notice at such time as the alterations, improvements, additions, deletions or changes to the Tower are substantially complete and such notice shall specify the date on which the Term of this Lease and the Rent payable hereunder shall resume, which date shall be conclusively presumed to be the date on which the Leased Premises will once again be suitable for Tenant's purposes. For purposes of this Section 3.3, the term "temporarily" shall mean any consecutive period greater than seven (7) days but less than or equal to sixty (60) days. If, as a result of any alterations, improvements, additions, deletions or changes to be made by Landlord hereunder, the Leased Premises will be rendered permanently unsuitable for Tenant's purposes, then thirty (30) days following delivery of the written notice described in the opening sentence of this Section 3.3, this Lease shall automatically terminate and thereafter neither Landlord nor Tenant shall have any rights or obligations hereunder. For purposes of this Section 3.3, the term "permanently" shall mean any period equal to or greater than one sixty-one (61) days.

Section 3.4. Peaceful Enjoyment. Landlord covenants that Tenant shall, and may peacefully have, hold and enjoy the Leased Premises, subject to the terms of Section 3.3 above and the other terms and provisions hereof, provided that Tenant pays the rent to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. This covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors and assigns only with respect to breaches occurring during its and their respective ownership of the Landlord's interest hereunder.

Section 3.5. Light and Air. Neither the diminution nor the shutting off of light or air or both nor any other effect on the Leased Premises by any structure or condition now or hereafter existing on lands adjacent to or near the Tower shall affect this Lease, abate rent, or otherwise impose any liability on Landlord.

#### ARTICLE IV

Section 4.1. Payments by Tenant. Tenant shall pay all Rent, additional rent and all other rent and sums provided to be paid to Landlord hereunder at the times and in the manner herein provided, without offset, deduction, prior notice, demand or counterclaim (except as specifically set forth herein). All payments to be made by Tenant to Landlord hereunder, including without limitation, payments of Rent, shall be payable in lawful money of the United States of America, at Landlord's address as provided herein (or at such other address as may be designated by Landlord from time to time).

Section 4.2. Repairs by Tenant; Access to Tenant's Equipment.

(a) Tenant shall, at its own cost and expense, maintain Tenant's Equipment in a good condition and state of repair and repair any damage or injury done to all or any part of the Tower caused by Tenant, Tenant's Equipment, or Tenant's agents, employees, invitees or visitors. In the event any portion of Tenant's Equipment at any time requires

maintenance, repair or replacement (including routine maintenance), such maintenance, repair or replacement shall be done only by employees of Tenant who are qualified to do such maintenance, repair or replacement or third party contractors who have been approved in advance by Landlord, such approval not to be unreasonably withheld or delayed.

(b) At any time Tenant requires access to Tenant's Equipment, for maintenance, repair or replacement or otherwise, Tenant shall, at least twenty-four (24) hours prior to the time it requires such access, request Landlord's consent to Tenant's access, which consent shall not be unreasonably withheld or denied.

(c) For purposes of this Section 4.2 only, Tenant shall submit its requests for Landlord's approval of the contractors to be allowed to work on Tenant's Equipment as well as its requests for consent to access to Tenant's Equipment by delivering a facsimile or email request to the Engineering Representatives at the facsimile number or email address listed on Exhibit B attached hereto (or at such other facsimile number or email address as Landlord may have provided Tenant from time to time). The Engineering Representatives shall respond to any request submitted by facsimile by sending a facsimile response to Tenant at the facsimile number for Tenant set forth in such request, and shall respond to any request submitted by email by sending an email response to Tenant at the email address for Tenant set forth in such request. In the event Tenant elects to seek such facsimile or email consent or in the event Tenant is authorized to seek verbal consent as described below, Tenant shall be required to receive consent from at least one of the Engineering Representatives. Notwithstanding the foregoing, in the event of an emergency or other situation when twenty-four (24) hours advance notice is not practicable, Tenant may submit a verbal request for consent from the Engineering Representatives. In the event of any change in the persons to be notified under this Section 4.2, or their facsimile numbers or email addresses, Landlord shall provide written notice to Tenant in accordance with the procedures for notice set forth in Section 8.1 below.

Section 4.3. Alterations, Improvements, Additions and Changes by Tenant. Without the prior permission of Landlord, Tenant shall not make any alterations, improvements, additions or changes to the Leased Premises. Any and all such alterations, improvements, additions and changes made by Tenant shall be (a) made at Tenant's sole cost, risk and expense, (b) performed in a prompt, good and workmanlike manner and with labor and materials at least as high in quality as those used in connection with the installation of Tenant's Equipment, (c) constructed in accordance with all applicable laws, rules and regulations of any governmental authority having jurisdiction over all or any part of the Tower and with plans and specifications therefor which shall have first been approved by Landlord (such approval not to be unreasonably withheld or delayed) prior to the commencement of such work, (d) prosecuted diligently and continuously to completion so as to minimize interference with the normal business operations of Landlord and any other tenants of the Tower and the performance of Landlord's obligations under this Lease and any mortgage covering all or any part of the Tower then in effect, (e) performed by a contractor or contractors approved by Landlord, and (f) completed without any mechanics' or materialmen's liens or other encumbrances having been filed or claimed (or

thereafter being filed or claimed) against the Leased Premises or any other portion of the Tower. Promptly after completion of such alterations, additions, improvements or changes, Tenant shall deliver to Landlord a copy of the final plans and specifications in respect thereof.

Section 4.4. Care of the Leased Premises and Prohibited Use.

(a) Tenant shall not use or permit any other party to use all or any part of the Leased Premises for any purpose not authorized in this Lease. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Tower which is prohibited by law or which will in any way increase the existing rate of or affect any fire or other insurance which Landlord carries upon the Tower or any of its contents, or cause a cancellation of any insurance policy covering all or any part of the Tower or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Tower which will in any way obstruct or interfere with the lawful use of the Tower by others, or injure or annoy them or use or allow the Leased Premises to be used for any unlawful or objectionable purpose. Tenant shall not cause, suffer or permit any nuisance in or about the Leased Premises or the Tower or commit or suffer to be committed any waste to, in or about the Leased Premises or the Tower.

(b) In accordance with the provisions of Section 4.4(a) above, Landlord and Tenant hereby agree that in the event the operation of Tenant's Equipment interferes with the operation of any equipment owned or operated by Landlord, WFAA, or any of their other tenants and situated in the Building or on the Tower or on the land owned by Landlord or WFAA on which the Building or the Tower is located, including but not limited to, the operation of any existing television, radio, cellular phone, microwave or other transmission equipment, Landlord shall provide either verbal or facsimile notice to Tenant at the telephone or facsimile numbers set forth in Section 4.4(c) below and thereafter, Tenant shall immediately correct the problem(s) causing the interference and eliminate the interference. In the event the interference has not been eliminated by the end of the twenty-four (24) hour period following delivery of notice from Landlord, Tenant shall be obligated to cease operations from the Leased Premises until it is capable of operating without causing such interference. In addition to the other rights and remedies available to Landlord under this Lease, Landlord shall have the right to correct, or cause to be corrected, the problems causing such interference, at the sole cost and expense of Tenant; provided, however, that, if Tenant has made a good faith effort to eliminate such interference, and time permits, Landlord will notify Tenant of Landlord's estimate of the cost of such work and either (i) obtain Tenant's approval of such estimate, such approval not to be unreasonably withheld or delayed (and which approval shall be deemed granted if not denied, with reasonable explanation, within 24 hours after Landlord's request for such consent), or (ii) offer Tenant the opportunity to eliminate such interference within a time frame acceptable to Landlord. Tenant shall pay Landlord, upon demand, for all reasonable fees and expenses incurred by Landlord in correcting such problems, including without limitation, the fees of any third party consultants, contractors, engineers or the like employed by Landlord in connection with determining the cause of, and correcting, such interference.

(c) Any verbal or facsimile notice to be provided by Landlord to Tenant under this Section 4.4 shall be deemed delivered when given or sent to Tenant at the following telephone/facsimile numbers:

Telephone: 972-708-2013  
Facsimile: \_\_\_\_\_  
Attention: Dr. Alfred Ray

Section 4.5. Laws and Regulations; Rules of the Tower. Tenant shall comply with all laws, ordinances, orders, rules and regulations of any governmental authority relating to the use, condition or occupancy of the Leased Premises. In this regard, Tenant shall be solely responsible for the preparation and submission of all radio frequency studies and reports required to be provided to the FCC or any other governmental agency as a result of the installation, maintenance or operation of Tenant's Equipment on the Leased Premises. Tenant shall provide copies of all such reports and studies to Landlord at such time as they are submitted to the FCC or other governmental agency. Tenant will comply with the rules of the Tower, if any, as adopted and altered by Landlord from time to time for the safety, care and cleanliness of the Leased Premises and other parts of the Tower, and for preservation of good order thereon. Such rules and all alterations thereto will be sent by Landlord to Tenant and shall be thereafter carried out and observed by Tenant.

Section 4.6. Hazardous Materials.

(a) Tenant hereby agrees that during the Term of this Lease, neither Tenant nor Tenant's agents, employees or invitees shall use, locate, dispose, store, generate or release or allow the use, presence, disposal, storage, generation or release of, any Hazardous Materials on, from or under the Leased Premises or the Tower.

(b) Tenant agrees to (i) give notice to Landlord immediately upon its acquiring knowledge of the presence of any Hazardous Materials on the Leased Premises or the Tower or of any Hazardous Materials Contamination caused by use of Leased Premises by Tenant; (ii) promptly comply with any legal requirement requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and to provide Landlord with satisfactory evidence of such compliance; and (iii) provide Landlord, within thirty (30) days after demand by Landlord, with a bond, letter of credit or similar financial assurance evidencing to Landlord's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Leased Premises or the Tower as a result thereof.

(c) Landlord shall have the right at all times during the Term of this Lease to (i) inspect the Leased Premises and to (ii) conduct tests and investigations to determine whether Tenant is in compliance with the provisions of this Section 4.6. Except in case of emergency, Landlord shall give reasonable notice to Tenant before conducting any



such inspections, tests, or investigations. The cost of all such inspections, tests and investigations shall be borne by Tenant, if Landlord reasonably believes them to be necessary.

(d) To the extent authorized by state law, Tenant shall defend, indemnify and hold harmless Landlord from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the termination of this Lease) be paid, incurred or suffered by or asserted against, Landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Leased Premises of any Hazardous Materials or any Hazardous Materials Contamination or which may arise out of or result from the environmental condition of the Leased Premises due to the Tenant's use or the applicability of any legal requirement relating to Hazardous Materials (including, without limitation, CERCLA or any so-called federal, state or local "Superfund" or "Superlien" laws, statutes, ordinances, codes, rules, regulations, orders or decrees) due to the Tenant's use during the Term. The provisions of this Section 4.6 shall survive the termination of this Lease and are in addition to the provisions of Section 5.5 below.

Section 4.7. Landlord's Access. Landlord, its contractors, subcontractors, servants, employees and agents shall have the right to enter upon the Leased Premises at reasonable times to inspect the same, clean or make repairs, alterations or additions thereto (without implying any obligation on the part of Landlord to clean, make repairs, alterations or additions thereto, except as provided in Section 3.1(a), above) and to show same to prospective tenants, lenders, investors and purchasers of all or any part of the Tower and for any other reasonable purpose which Landlord may deem necessary or desirable.

Section 4.8. Taxes. Tenant shall pay all admissible valorem and similar taxes or assessments levied upon or applicable to all of Tenant's Equipment and all other equipment, fixtures, and other property owned by Tenant and situated in or on the Leased Premises or the Tower and all license and other fees or charges imposed on the business conducted by Tenant on the Leased Premises. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Lease or upon any rights, titles or interests created hereby or any part thereof (other than a general tax upon the income of Landlord), Tenant shall, to the maximum extent permitted by applicable law, immediately pay all such taxes. The parties hereto acknowledge that Tenant and the members are tax-exempt entities.

Section 4.9. Leasehold Improvements and Trade Fixtures. Landlord and Tenant agree that all equipment and fixtures installed or incorporated into or onto the Leased Premises and paid for by Tenant shall be and remain the property of Tenant and shall be removed by Tenant prior to or upon the expiration of the Term or Tenant's right to possession of the Leased Premises (regardless of how same may occur) if requested by Landlord and may, in any event, so long as Tenant is not in default hereunder, be removed by Tenant at its option and cost if not

requested by Landlord; provided, however, that if any such equipment, fixture or improvement is affixed to the Leased Premises or the Tower and therefore requires severance therefrom, such severance may be effected only if Tenant repairs any damage caused by such removal and restores the Leased Premises or the Tower, as applicable, to such condition as existed prior to the installation of such equipment, fixture or improvement. Any such removal and restoration shall be accomplished in a good and workmanlike manner so as not to damage the Tower or any improvements situated thereon. If Tenant fails to remove any equipment, fixture or improvement after Landlord's request to do so, or fails to repair (to Landlord's reasonable satisfaction) any damage caused by any such removal, Tenant shall pay Landlord upon demand of Landlord the reasonable cost and expense incurred by Landlord in so doing. All such equipment, fixtures and improvements which are not removed by Tenant upon Landlord's request or by Landlord in accordance herewith shall, at the option of Landlord, become the property of Landlord upon the termination of this Lease or Tenant's right to possession of the Leased Premises (regardless of how same may occur), and all other items not specifically described above which become incorporated in or permanently affixed to the Leased Premises shall, at the option of Landlord, become the property of Landlord upon their incorporation or attachment. All such other items shall be surrendered by Tenant coincident with its surrender of the Leased Premises and Tenant shall have no rights to any payment or compensation for such items.

Section 4.10. Subordination to Mortgages; Notices to Mortgagee. This Lease is subject and subordinate to any mortgage or deed of trust which may now or hereafter encumber all or any part of the Tower and to all renewals, modifications, consolidations, replacements and extensions thereof. The subordinations set forth herein shall be self-operative and effective without the necessity of execution of any further instruments by any party; provided, however, that in confirmation of such subordination, Tenant shall at Landlord's request execute promptly any appropriate certificate or instrument that Landlord may request; and, provided, further, however, that promptly following Landlord's request, Tenant shall waive the subordination provisions contained herein in writing, in which event this Lease shall be superior to any mortgage or deed of trust which may hereafter encumber all or any part of the Tower. In the event of the enforcement by the trustee or the beneficiary under any such mortgage or deed of trust of the remedies provided for by law or by such mortgage or deed of trust, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, Tenant will automatically become the Tenant of such successor in interest without change in the terms or provisions of this Lease; provided, however, that such successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification of this Lease made without the written consent of such trustee or such beneficiary or such successor in interest, and Tenant shall execute and deliver an instrument or instruments confirming the attornment and other agreements provided for herein. In connection with the execution of any mortgage or deed of trust which may now or hereafter encumber the Leased Premises, Landlord shall seek to obtain a non-disturbance agreement for the benefit of Tenant which provides, at a minimum, that so long as Tenant is not in default under this Lease, the holder of any lien on the Leased Premises will not disturb Tenant's use, possession, tenancy, rights, options and occupancy under this Lease following foreclosure or similar action. The final form of any non-disturbance agreement shall be subject to the approval of both Landlord and Tenant but so long as any agreement contains the minimum requirements described above, neither Landlord nor Tenant shall have the right to disapprove it. Further,

notwithstanding anything contained in this Lease to the contrary, in the event of any default by Landlord in the performance of its covenants or obligations hereunder, Tenant shall not exercise any of its rights hereunder unless and until (a) Tenant gives written notice of such default (which notice shall specify the exact nature of said default and the steps necessary to cure same) to the holder of any mortgage or deed of trust encumbering the Tower who had theretofore notified Tenant in writing of its interest and the address to which notices are to be sent, and (b) such holder fails to cure or cause to be cured such default within thirty (30) days from the giving of such notice by Tenant or, if such default is not susceptible of being cured, such holder fails to obtain possession of the Tower within one hundred twenty (120) days after notice of such default is given to such holder.

Section 4.11. Landlord's Mortgagees and Partners. At Landlord's request from time to time, Tenant will execute an estoppel certificate or an agreement among Landlord, Tenant and any mortgagee, investor, partner of Landlord or potential purchaser of the Tower certifying that (a) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and (b) that no default hereunder on the part of the Landlord exists (except that if any such default does exist, the certifying party shall specify such default) and stating the date to which the Rent and other charges have been paid in advance, and agreeing to such notice provisions and other matters as any such mortgagee and/or partner may reasonably require in connection with Landlord's financing and/or equity arrangements, it being intended that any such statement delivered pursuant to this Section 4.11 may be relied upon by any prospective purchaser or encumbrancer of the Tower or any part thereof or any prospective partner of Landlord.

## ARTICLE V

Section 5.1. Condemnation. If the Leased Premises shall be taken or condemned (or conveyed in lieu of any such taking or condemnation) for any public purpose to such an extent as to render the Leased Premises untenable, this Lease shall, at the option of either party hereto, forthwith cease and terminate. All proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to Landlord. If any portion of the Tower, excluding the Leased Premises, shall be taken or condemned (or conveyed in lieu of any such taking or condemnation) for any public purpose, this Lease shall nevertheless remain in full force and effect, unmodified, except to the extent that Landlord is no longer able to provide certain services which are to be provided by Landlord to Tenant hereunder because portions of the Tower are no longer under Landlord's control, and Landlord shall be automatically released from its obligations to provide such services hereunder. In the event Tenant deems such services to be material, Tenant may terminate this Lease by providing Landlord thirty (30) days' notice.

Section 5.2. Damage. In the event of a fire or other casualty in the Leased Premises, Tenant shall immediately give notice thereof to Landlord. If the Leased Premises or the Tower, through no fault or neglect of Tenant, its agents, employees, invitees or visitors shall be partially destroyed by fire or other casualty so as to render it impossible to operate Tenant's Equipment for its intended purposes for a period of ten (10) consecutive days or in the event the Leased Premises and the Tower shall be totally destroyed by fire or other casualty and Landlord in its sole discretion, without implying any obligation on its part to do so, elects to rebuild the Leased

Premises and the Tower and so notifies Tenant within ninety (90) days following the destruction or other casualty and thereafter diligently pursues the rebuilding of the Leased Premises and the Tower until completion, the rental provided for herein shall abate thereafter until such time as the Leased Premises are again made suitable for the operation of Tenant's Equipment for its intended purposes or the Leased Premises and the Tower are rebuilt as determined by Landlord. In the event of the total destruction of the Leased Premises or the Tower as determined by Landlord in its sole judgment without fault or neglect of Tenant or if from any cause the same shall be so damaged that Landlord shall in its sole judgment decide not to permanently repair or rebuild, then this Lease shall forthwith terminate and all rent owed hereunder as of the date of such termination shall be paid by Tenant to Landlord, and neither party shall have any further obligations hereunder to the other party, except for the provisions of this Lease that are intended to survive the termination of this Lease.

Section 5.3. Insurance. Landlord shall maintain during the Term such insurance as shall be determined by Landlord to be generally maintained by landlords of projects similar in quality and character to the Tower. Landlord shall not be obligated to insure any of Tenant's permanent leasehold improvements, equipment or other property placed in or incorporated in or onto the Leased Premises or the Tower. Each of Tenant's members shall maintain insurance during the Term in accordance with applicable state law.

Section 5.4. Damages from Certain Causes. Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of a governmental body or authority, or any cause beyond Landlord's control.

Section 5.5. Indemnity and Hold Harmless.

(a) Landlord and Landlord's agents and employees shall not be liable or responsible to Tenant or to Tenant's agents, employees or invitees, or to any other person whomsoever, for any injury to person or loss or damage to property in, on or about the Leased Premises or any other portion of the Tower arising at any time from any cause (specifically including, but not limited to, Landlord's ordinary negligence) other than solely by reason of the gross negligence or willful misconduct of Landlord or of Landlord's agents or employees acting within the scope of their authority or employment. Without limiting the foregoing, Landlord shall not be liable to Tenant, or to Tenant's agents, employees, contractors, customers or invitees or to any other person whomsoever for any breach of any of the agreements of Tenant under this Lease or for any injury to person or loss or damage to property caused by or arising out of any act, omission or neglect of Tenant, its agents, contractors, subtenants, employees, customers, licensees, concessionaires, invitees or assignees or any other person entering the Leased Premises or the Tower under express or implied invitation of Tenant, even when Landlord or its agents, servants, employees and licensees may have been jointly, comparatively, or concurrently negligent with Tenant.

(b) To the extent authorized by state law, Tenant agrees to indemnify and hold Landlord, its agents, servants, employees and licensees harmless from all liability and

claims for any such injury, loss or damage and from all claims, costs, damages or liabilities, including without limitation attorneys' fees and all other out-of-pocket expenses incurred in connection therewith, except to the extent such injury, loss or damage is attributable to the ordinary or gross negligence or willful misconduct of Landlord or Landlord's agents or employees acting within the scope of their authority or employment.

(c) To the extent authorized by state law, in any case in which Tenant has agreed to indemnify Landlord or any other person, such indemnity shall be deemed to include an obligation on the part of Tenant to appear on behalf of the indemnified party in any and all proceedings involving a claim or cause of action covered by such indemnity and to defend the indemnified party against such claim or cause of action, all at Tenant's cost; provided, however, at the option of any party indemnified hereunder, such party shall have the right to appear on its own behalf, employ its own legal counsel, and defend any claim or cause of action indemnified pursuant to this Lease, all at Tenant's cost.

(d) The provisions of this Section 5.5 shall survive the termination or expiration of the Term of this Lease.

Section 5.6. Waiver of Subrogation Rights. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, and their respective agents, officers, and employees, for any loss or damage that may occur to any part of the Tower, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies referred to in Section 5.3 hereof, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

## ARTICLE VI

Section 6.1. Default by Tenant. Tenant shall be in default under this Lease upon the occurrence of any of the following:

(a) if default shall be made in the payment of any sum to be paid by Tenant under this Lease and such default shall continue for five (5) business days after Tenant's receipt of written notice of the same;

(b) if default shall be made in the performance or observance of any of the material covenants or conditions of this Lease which Tenant is required to observe and to perform and (unless another provision of this Lease causes such default to constitute a default without notice or upon shorter notice) such default shall continue for thirty (30) days after written notice to Tenant;

(c) if the interest of Tenant under the Lease shall be levied on under execution or other legal process;

- (d) if any petition shall be filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce, or modify Tenant's debts or obligations, or if any petition shall be filed or other court action be taken to reorganize or modify Tenant's capital structure or indebtedness, or if Tenant is declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property;
- (e) if Tenant shall vacate or abandon the Leased Premises during the Term;
- (f) if Tenant is a corporation, partnership or other entity and Tenant shall be dissolved or liquidated or its existence shall otherwise be terminated;
- (g) if Tenant shall allow or cause any lien, security interest or other encumbrance (whether consensual or created by operation of law or otherwise) to be created or filed against all or any part of the Tower or any property situated therein or thereon or Tenant's interest in this Lease;
- (h) if Tenant shall be in default under the Building Lease; or
- (i) upon the occurrence of any other event that is treated as a default by another provision of this Lease.

Section 6.2. Remedies. At any time after the occurrence of any default described in Section 6.1, Landlord may, at Landlord's option, exercise any one or more of the following described remedies in addition to all other rights and remedies provided in this Lease or at law or in equity:

- (a) Landlord may terminate this Lease and forthwith repossess the Leased Premises and on the date of such termination be entitled to recover damages equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees, (ii) the unpaid rent earned at the time of termination, (iii) the present value of all remaining rentals due under this Lease, discounted at a rate per annum equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Central Edition, in its listing of "Money Rates," less the present value (discounted at the same rate) of the fair market rental value of the Leased Premises for said period, and (iv) any other sum of money or damages owed by Tenant to Landlord.

Section 6.3. Landlord's Right to Perform Tenant's Obligations. If Tenant fails to perform any one or more of its material obligations under this Lease, in addition to the other rights of Landlord hereunder, Landlord shall have the right but not the obligation to perform all or any part of such obligations of Tenant. Upon receipt of a demand therefor from Landlord, Tenant shall reimburse Landlord for the cost to Landlord of performing such obligations, plus interest thereon as provided in Section 6.4 from the date such costs were incurred until paid in full.

Section 6.4. Late Payments. In the event any installment of Rent or any other sums which become owing by Tenant to Landlord under the provisions hereof are not received within five (5) business days after Tenant's receipt of written notice of the same (without in any way implying Landlord's consent to such late payment), Tenant, to the extent permitted by law, agrees to pay, in addition to said installment of Rent or such other sums owed, a late payment charge equal to five percent (5%) of the installment of Rent or such other sums owed, it being understood that said late payment charge shall constitute liquidated damages and shall be for the purpose of reimbursing Landlord for the additional costs and expenses which Landlord presently expects to incur in connection with the handling and processing of late installment payments of Rent and such other sums which become owing by Tenant to Landlord hereunder. In the event of any such late payment(s) by Tenant, the damages so resulting to Landlord will be difficult to ascertain precisely and the foregoing charge constitutes a reasonable and good faith estimate by the parties of the extent of such damages. In addition to and cumulative of the foregoing, all amounts of money payable by Tenant to Landlord under this Lease, if not paid within thirty (30) days of the date when due, shall bear interest from the thirtieth (30th) day after the date due until paid at the rate of eight percent (8%) per annum, not to exceed the maximum rate allowed by law.

Section 6.5. Landlord's Default. If Landlord fails to or refuses to pay any sum of money payable to Tenant or Tenant's designees hereunder within thirty (30) days after receipt of written notice from Tenant specifying such default, or if Landlord fails to perform any material covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within said thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, such judgment shall be satisfied only out of the rents, issues, profits and other income actually received on account of Landlord's right, title and interest in the Leased Premises or in the Tower and no other real, personal or mixed property of Landlord (or of any shareholder of Landlord) wherever situated, shall be subject to levy to satisfy any such judgment. If, after notice to Landlord of default, Landlord fails to cure such default as provided herein, then Tenant shall have the right to cure such default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of rent or any other charges due and payable hereunder except as otherwise specifically provided herein.

Section 6.6. Attorneys' Fees. In the event either party defaults in the performance of any of the terms, conditions, agreements or conditions contained in this Lease and the other party places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder or recovery of the possession of the Leased Premises, in the hands of an attorney who files suit upon the same, and should such non-defaulting party prevail in such suit, the defaulting party agrees to pay the other party's reasonable attorneys' fees.

Section 6.7. Non-Waiver. Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default or any subsequent default, but said party shall have the right to declare any such

default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity.

## ARTICLE VII

Section 7.1. Surrender of Leased Premises. Subject to the provisions of Section 4.9 of this Lease, on the last day of the Term, Tenant shall peaceably and quietly surrender the Leased Premises to Landlord, in good order, repair and clean condition at least equal to the condition when delivered to Tenant, except for ordinary wear and tear and damage by fire or other casualty which occurred through no fault or neglect of Tenant, its agents, employees, invitees or visitors. Prior to the surrender of the Leased Premises to Landlord, Tenant at its sole cost and expense shall remove all liens and other encumbrances which may have resulted from the acts or omissions of Tenant. If Tenant fails to do any of the foregoing, Landlord, in addition to other remedies available to it at law or in equity may, with or without notice, enter upon, reenter, possess or repossess the Leased Premises by summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all persons and property from the Leased Premises; and Tenant waives any and all damages or claims for damages as a result thereof. Such dispossession and removal of Tenant shall not constitute a waiver by Landlord of any claims by Landlord against Tenant.

Section 7.2. Holding Over. In the event of holding over by Tenant after the termination of this Lease without the consent of Landlord, Tenant shall pay as liquidated damages double rent for the entire hold over period, it being agreed that Landlord's actual damages in respect thereto would be uncertain and difficult to measure and that such liquidated damages are reasonable and just. No unauthorized holding over by Tenant after the term of this Lease shall be construed to extend the Term. Any holding over with the consent of Landlord shall thereafter convert this Lease to a lease from month to month.

## ARTICLE VIII

Section 8.1. Notices. Except as otherwise provided in this Lease, any notice or other communications to Landlord or Tenant required or permitted to be given under this Lease (and copies of the same to be given to Landlord's mortgagees as below described) must be in writing and shall be effective three (3) business days after a certified or registered letter containing such notice, properly addressed to the parties at their respective addresses set forth in the opening paragraph of this Lease with postage prepaid and return receipt requested, is deposited in a depository of the United States Postal Service. Notice effected other than by such mailing shall be deemed to have been given at the time of actual delivery. Either party shall have the right to change its address to which notices shall thereafter be sent by giving the other notice thereof. Additionally, Tenant shall send copies of all notices required or permitted to be given to Landlord to any holder of a mortgage or deed of trust encumbering all or any part of the Tower who notifies Tenant in writing of its interest and the address to which notices are to be sent.

Section 8.2. Landlord and Tenant Approvals. If Tenant may or is required by any provision of this Lease to obtain Landlord's permission, consent, acceptance, agreement or



approval, such permission, consent, acceptance, agreement or approval shall not be deemed given unless it is in writing.

Section 8.3. Assignment and Subletting. Landlord shall have the right to transfer and assign, in whole or in part, by operation of law or otherwise, its rights, benefits, privileges, duties and obligations hereunder and in the Tower, whenever Landlord in its sole judgment deems it appropriate, and no further liability or obligation hereunder shall thereafter accrue against Landlord, and Tenant shall attorn to any such transferee. Tenant shall not have the right to transfer, assign or sublet the Leased Premises or any part thereof, without the consent of Landlord, which consent will not be unreasonably withheld or denied.

Section 8.4. Merger of Estates. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not constitute a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of the landlord's interest in any or all such subleases or subtenancies.

Section 8.5. Legal Interpretation. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The determination that one or more provision of this Lease is invalid, void, illegal or unenforceable shall not affect or invalidate the remainder. All obligations of either party requiring any performance after the expiration of the Term shall survive the expiration of the Term and shall be fully enforceable in accordance with those provisions pertaining thereto. Section titles appearing in this Lease are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this Lease. The pronouns of any gender shall include the other genders and either the singular or the plural shall include the other.

Section 8.6. Entire Agreement. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Tenant agrees that in entering into and taking this Lease, it relies solely upon the representations and agreements contained in this Lease and no others.

Section 8.7. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to enter into this Lease and to perform its obligations hereunder, and that upon the execution of this Lease by Tenant, this Lease shall constitute a valid and legally binding obligation of Tenant. Each of the persons executing the Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly and validly existing corporation, that the execution of this Lease by such persons on behalf of Tenant has been duly authorized by all necessary corporate action and that Tenant is qualified to do business in the State of Texas. Upon the execution of this Lease, Tenant shall deliver to Landlord duly executed corporate resolutions of Tenant authorizing the execution of this Lease and the consummation of the transactions contemplated hereby and a current incumbency certificate for the officers of Tenant executing this Lease.

Section 8.8. Landlord's Liability. Any provision of this Lease to the contrary notwithstanding, Tenant hereby agrees that no personal or corporate liability of any kind or

character whatsoever now attaches or at any time hereafter under any condition shall attach to Landlord or its shareholders, partners or venturers, if any, for payment of any amounts payable under this Lease or for the performance of any obligation under this Lease. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to proceed against Landlord's right, title and interest in and to the Tower, as more particularly described in Section 6.5 hereof.

Section 8.9. Recordation. Tenant agrees not to record this Lease or any memorandum or other document evidencing or describing this Lease or any instrument to which this Lease may now or hereafter be attached.

Section 8.10 Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to Force Majeure.

Section 8.11. No Third Party Beneficiaries. This Lease is executed solely for the benefit of Landlord, KDFW, WFAA, and Tenant and no other person shall have any rights, interests or claims hereunder or be entitled to any of the benefits under or on account of this Lease as a third party beneficiary or otherwise.

Section 8.12. Commissions. Landlord and Tenant each hereby represent to the other that it has not incurred and will not incur any liability for brokerage fees or agents commissions in connection with this Lease and Landlord and Tenant each agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any other brokerage fees or agents commissions asserted by any person, firm or corporation in connection with this Lease or the transactions contemplated hereby, insofar as any such claim is based upon any commitment or contract with Landlord or Tenant, respectively.

Section 8.13. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent assignment is allowed hereunder, Tenant's assigns.

Section 8.14. Alteration. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

## ARTICLE IX

Section 9.1. Definitions. As used in this Lease, the following terms shall have the respective meanings indicated:

**Building** shall mean the Building presently situated on the real property owned by WFAA and adjacent to the Site.

**Building Lease** shall mean that certain Lease Agreement dated of even date herewith by and between WFAA as Landlord and Tenant providing for the lease of certain space in the Building.

**Commencement Date** shall mean the date on which the FCC issues a construction permit with respect to Tenant's Equipment and the Leased Premises or the date on which Tenant receives conditional approval from the FCC of Tenant's application for a construction permit with respect to Tenant's Equipment and the Leased Premises, whichever occurs first. At such time as Tenant receives the construction permit or conditional approval described above, Landlord and Tenant shall execute a memorandum reciting the date from and after which Rent will be due Landlord, which memorandum shall then become a supplement to this Lease.

**Engineering Representatives** shall mean the individuals whose names are set forth on Exhibit "B" attached hereto. Landlord shall have the right to change the Engineering Representatives or any one of them and their facsimile numbers upon notice to Tenant in accordance with the provisions of Section 8.1 hereof.

**Existing Leases** shall mean (i) all written leases covering any portion of the Tower which are in effect on the date hereof, and (ii) the oral leases with respect to portions of the Tower which are in effect on the date hereof between Landlord and KDFW and Landlord and WFAA.

**Existing Tenants** shall mean KDFW, WFAA and all tenants under Existing Leases.

**FCC** shall mean the Federal Communications Commission.

**Force Majeure** shall mean strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any act, omission, delay or neglect of Tenant or any of Tenant's employees or agents, or any other cause whatsoever beyond the control of Landlord.

**Hazardous Materials** shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) any substance the presence of which on the Leased Premises or the Tower is prohibited by any legal requirements; and (f) any other substance which by any legal requirement requires special handling in its collection, storage, treatment, or disposal.

**Hazardous Materials Contamination** shall mean the contamination (whether presently existing or hereafter occurring) of the Leased Premises or the Tower, or the facilities, soil, ground water, air or other elements on or about, the Leased Premises or the Tower by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on, or of, any other property as a result of Hazardous Materials at any time (whether before or after the date of this Lease) emanating from the Leased Premises.

**KDFW** shall mean KDFW-TV, Inc., a Texas corporation.

**Leased Premises** shall mean the space on the Tower at a location designated by Landlord.

**Member** shall mean each of Cedar Hill ISD, Duncanville ISD, Desoto ISD, and Lancaster ISD (and Cedar Hill ISD, Duncanville ISD, Desoto ISD, and Lancaster ISD collectively, the **Members**).

**Site** shall mean the land described on **Exhibit "C"** of this Lease.

**Tenant's Equipment** shall mean the equipment owned or leased by Tenant to be installed or placed in or incorporated into the Leased Premises. A detailed listing and description of Tenant's Equipment is attached hereto as **Exhibit "A."**

**Tower** shall mean the approximately 1061 foot high television and radio transmission tower situated on the Site owned by Hill Tower, Inc.

**WFAA** shall mean WFAA-TV, Inc., a Delaware corporation.

**Section 9.2. Special Termination Rights.**

(a) Each Member shall have the option to terminate this Lease, to the extent of such Member's 25% interest in this Lease, as of the end of such Member's fiscal year period. If a Member elects to terminate its interest in this Lease pursuant to this Section 9.2, the Member shall notify Tenant and Landlord in writing no later than thirty (30) days prior to the last day of its then current fiscal year of its intention to terminate this Lease as of the last day of its then current fiscal year.

(b) If any Member terminates its interest in this Lease pursuant to Section 9.2(a) above, then the Rent payable by Tenant to Landlord under Section 1.3(a)(i), 1.3(a)(ii), or 1.3(a)(iii) shall be reduced by the proportionate share of such terminating Member's interest in the Lease.

(c) For clarification, as of the date of this Lease, the last day of each Member's fiscal year is as follows: Cedar Hill ISD – June 30; Duncanville ISD – June 30; Desoto ISD – June 30; Lancaster ISD – August 31.

(Remainder of page intentionally left blank. Signature page follows.)

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

**LANDLORD:**

HILL TOWER, INC.,  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

DESOTO INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DUNCANVILLE INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CEDAR HILL INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANCASTER INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit "A" - Tenant's Equipment  
Exhibit "B" - Engineering Representatives  
Exhibit "C" - Site

**EXHIBIT A**

**Tenant's Equipment**

**EXHIBIT B**

Landlord's Engineering Representatives as of the date of this lease are:

\_\_\_\_\_, Chief Engineer, WFAA-TV  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, KDFW-TV  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_



**EXHIBIT C**

[INSERT DESCRIPTION OF THE SITE]