

LEASE AGREEMENT

This Lease Agreement (this “Agreement”) by and between AEP Texas Inc., a Delaware corporation, successor by merger to AEP Texas Central Company (“Landlord”), and Webb County, a political subdivision of the State of Texas (“Tenant”) is effective as of the latter of the signature dates below (the “Effective Date”).

Background Information

Landlord owns certain approximately 35.354 acres of real property lying in Survey No. 2010, Abstract 2833 in Webb County, Texas as further described in the deed recorded in Volume 2551, Page 266 (the “Property”) said real property being improved with a communications tower (the “Tower”). Tenant desires to use a portion of the Property and the Tower in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property and the Tower in accordance with this Agreement.

Statement of Agreement

All parties hereto acknowledge the accuracy of the above background information and in consideration of the terms, provisions, covenants and agreements herein set forth, agree as follows:

1. Lease of Premises

Landlord hereby leases to Tenant a portion of the Property consisting of approximately _____ square feet of ground space and space on the Tower, as may be described and/or depicted on **Exhibit A**, attached hereto and made a part hereof, for the placement of Tenant’s communication fixtures and related equipment, cables, accessories and improvements that are installed or constructed on the Premises by Tenant, which may include associated antennas, equipment shelters or cabinets and other equipment necessary to the successful and secure use of the Premises (collectively, the “Communications Equipment”). The Communications Equipment is further described on **Exhibit B**, attached hereto and made a part hereof. Landlord further grants a right of ingress and egress over the Property for the purpose of delivering utilities and for ingress and egress to the Premises.

Any concrete pad, shelter and/or equipment that already are installed at the Premises may not be modified without Landlord’s prior written consent; however, Tenant, its agents or contractors may install the equipment described in this **Exhibit B**. Any upgrade or other alteration to the Communications Facility shall be subject to a technical evaluation at the expense of Tenant and must be approved by Landlord. Any upgrade or alteration that would (i) result in an increase in the number, weight, or wind loading of the antennae, transmission lines or any equipment located on the Tower, or (ii) increase the space occupied by the equipment shelter used by Tenant, shall be subject to the prior written approval of Landlord.

2. Term

The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and shall continue for a term of twenty (20) years, unless terminated as provided

herein. Provided Tenant is not in default hereunder, this Agreement will automatically renew for four (4) additional two (2) year terms (each an "Extension Term"), upon the same terms and conditions, unless either party notifies the other in writing of such party's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term. The Initial Term and any Extension Terms are collectively referred to as the "Term."

3. Rent

Tenant shall pay an annual rent in the amount of Ten and No/100 Dollars (\$10.00) ("Rent") to Landlord. The first Rent payment shall be due within ten (10) days following the Effective Date, and Rent payments thereafter shall be due on the anniversary of the Effective Date. Landlord and Tenant agree that nonpayment of Rent for more than thirty (30) days after any due date shall be a default hereunder, and Landlord shall have the right to terminate this Agreement following an event of default.

4. Termination

This Agreement may be terminated by Landlord at any time during the Term by providing at least one hundred eighty (180) days written notice to Tenant of the intent to terminate.

This Agreement may be terminated by Tenant at any time during the Term by providing at least one hundred eighty (180) days prior written notice to Landlord and removing its Communications Equipment.

5. Abandonment

In the event Tenant shall abandon or vacate the Premises for a period of ten (10) days, or longer, without giving written notice to Landlord, then this Agreement automatically shall terminate without any notice whatsoever required to be given by Landlord to Tenant. It is agreed by and between Landlord and Tenant that if Tenant cancels this Agreement, abandons or vacates the Premises, Landlord shall retain all payments made hereunder.

6. Frequency Operation

Landlord shall not permit its employees, tenants, licensees, lessees, invitees, agents or contractors to operate any equipment on the Property that interferes with the operation of the Communications Equipment. In the event Tenant experiences interference to the Communications Equipment, Tenant shall provide written notice to Landlord.

Neither the activities of Tenant, its employees, agents, contractors or representatives, nor the operations of the Communications Equipment shall interfere with the equipment of Landlord or any other tenants located on the Property. In the event of any adverse effect or interference, Tenant shall take all steps necessary to correct and eliminate the interference within ten (10) days, including the removal of all or any portion of the Communications Equipment causing such interference.

7. Access, Installation and Maintenance

Landlord shall provide Tenant and its contractors, and employees access to the Premises twenty four (24) hours a day, seven (7) days a week.

It shall be the responsibility of Tenant to keep and maintain the Communications Equipment at all times in a good state of repair and maintenance and in full compliance with (i) all applicable federal, state, or local statutes, laws, rules codes and regulations of any and all governmental authorities, now in force, or which may hereinafter be in force, including, without limitation, any marking and lighting requirements of the Federal Aviation Administration, and (ii) any of Landlord's design or construction requirements. Pursuant to applicable law, Tenant shall take any necessary precautions by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Tenant's Communications Equipment. Tenant shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of the Communications Equipment.

8. Radio Frequency Levels

Neither Landlord nor Tenant shall permit the operation of any equipment upon the Property which causes radio frequency exposure levels of all the current existing equipment located upon the Property (including the Communications Equipment and all other transmitting equipment on the Property) to exceed those levels permitted by the Federal Communications Commission.

9. Insurance

Tenant, at Tenant's sole cost and expense, agrees to procure and maintain insurance throughout the Term on the Property and the Communications Equipment which meets the following requirements:

A. Tenant shall be in compliance with workers' compensation law in accordance with all jurisdictions where the Property is located.

B. Commercial General Liability insurance for bodily injury and property damage with limits of not less than \$1,000,000 for each occurrence and annual aggregate.

C. Business Automobile Liability for bodily injury and property damage with limits not less than \$1,000,000 combined single limit.

D. Upon Landlord's request, Tenant shall furnish to Landlord a certificate of insurance covering the terms of this paragraph and reasonably acceptable to Landlord. Tenant will give Landlord thirty (30) days prior written notice of any cancellation of or material change in such policy. The certificate is to be sent to Certificate Holder: American Electric Power Company, and its subsidiaries, American Electric Power Service Corporation, as Agent (AEP), Attention Real Estate Asset Management, 1 Riverside Plaza, Columbus, Ohio 43215.

E. Tenant shall obtain a waiver of subrogation on all of its insurance. Such waivers shall be for the benefit of Landlord and its affiliated companies.

F. Tenant shall name Landlord and its affiliated companies as additional insureds with respect to Landlord's liability arising out of the operations of Tenant on the Property.

10. Taxes

Landlord shall be financially responsible for and pay all real property taxes for the Property. Tenant shall be financially responsible for and pay in full any taxes directly attributable to its leasehold improvements, and/or the presence of and/or installation of the Communications Equipment on the Property only, either directly to the applicable taxing authority or within thirty (30) days following presentation of invoice(s) for same by Landlord. Landlord shall be financially responsible for and shall pay in full any taxes directly attributable to its leasehold improvements, and/or the presence of and/or installation of Landlord's communications equipment or other facilities on the Property only. Landlord hereby grants to Tenant the right to challenge, whether in a court, administrative proceeding, or other venue, any personal property tax assessment for which Tenant is liable. If Landlord receives notice of any personal property tax assessment against Landlord, which may impact Tenant, Landlord shall provide timely notice of the assessment to Tenant, sufficient to allow Tenant to consent to or challenge such assessment.

11. Personal Property

Any and all personal property and/or the Communications Equipment placed, located and/or installed on the tower by Tenant, shall remain the personal property of Tenant and no part of such Communications Equipment constructed, erected or placed by Tenant upon the Premises shall become, or is to be considered as a fixture being affixed to or a part of, Landlord's real estate, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of the parties that all improvements of every kind and nature constructed, erected or placed by Tenant upon the Premises shall be and remain the property of Tenant, with the exception of any below grade grounding system which, at Landlord's option and upon notice to Tenant, shall remain in place. Landlord waives any lien rights it may have concerning the Communications Equipment which are deemed Tenant's personal property and not fixtures, and Tenant shall have the right to remove the same at any time without Landlord's consent (subject to any access restrictions set forth herein). Landlord acknowledges that Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Communications Equipment (the "Collateral") with a third party financing entity. In connection therewith, Landlord: (1) consents to the installation of the Collateral; (2) disclaims any interest in the Collateral, as fixtures or otherwise; and (3) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time (provided such removal is undertaken in compliance with any access provisions set forth herein) without recourse to legal proceedings.

12. Utilities

Tenant shall be solely responsible for and promptly pay all utility charges for electricity, telephone service or any other utility used or consumed by Tenant upon the Premises. Tenant shall have the right to run transmission utility lines and cables from the radio equipment cabinets to the antenna locations and to run such utility lines and cables from a main feed stub to the Communications Equipment, which improvements shall be at Tenant's sole cost and expense. Landlord shall provide Tenant with reasonable access to the Property for the purposes of obtaining and installing such services and, if an easement is required to obtain any utility service, shall grant such easement to the utility at a location reasonably agreed to by Landlord.

13. Assignment and Subletting

Tenant shall not assign this Agreement or sublet any portion of Premises or its interest hereunder, in whole or in part.

14. Removal of Communications Equipment

Tenant shall remove the Communications Equipment from the Premises within thirty (30) days after the termination of the Term. In performing such removal, Tenant shall restore the Premises to substantially as good a condition as they were prior to the installation or placement of the Communications Equipment, reasonable wear and tear and casualty beyond Tenant's control excepted.

15. Force Majeure

Neither party shall be liable for damages caused by its failure to fulfill its obligations under this Agreement due to, occasioned by or in consequence of, any of the following causes or contingencies: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, backwaters caused by floods, lightning, earthquakes, landslides, washouts or other revulsion of nature, epidemics, pandemics, accidents, fires, failures of facilities, collisions, explosions, strikes, lockouts, differences with workmen and other labor disturbances, vandalism, sabotage, riots, inability to secure materials, supplies or equipment from usual sources, breakage or failure of machinery, equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rules and people, civil disturbances, acts or restraints of federal, state or other governmental authorities, acts or failure to act of the parties and any other causes or contingencies not within the control of the parties, whether of the kind herein enumerated or otherwise. Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve either party of liability in the event of its failure to use reasonable means to remedy the situation and remove the cause with reasonable dispatch.

16. Environmental

Tenant shall not during the Term of this Agreement contaminate the Property with any hazardous substance, hazardous waste, or hazardous material. Tenant shall assume all responsibility and/or liability for all contamination it creates or has created on the Property and shall remediate any such contamination in accordance with all applicable laws and regulations. Tenant agrees to defend and indemnify Landlord against any and all such losses, liabilities, claims and/or costs (including attorneys' fees and costs) arising from any breach of the covenants

contained within this section. The covenants of this section shall survive and be enforceable, and shall continue in full force and effect for the benefit of either party and its subsequent transferees, successors and assigns throughout the Term of this Agreement. Landlord shall assume all responsibility and/or liability for all contamination it creates or has created on the Property and shall remediate any such contamination in accordance with all applicable laws and regulations. Landlord agrees to defend and indemnify Tenant against any and all such losses, liabilities, claims and/or costs (including attorneys' fees and costs) arising from any breach of the covenants contained within this section.

17. Waiver

The failure of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or other terms and conditions or otherwise prevent or preclude such party from exercising its rights or remedies hereunder, at law or in equity.

18. Notices

Any and all written communications required or permitted hereunder shall be in writing and sent via first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

To Landlord:

AEP Texas Inc.
Attn: Real Estate Asset Management
1 Riverside Plaza
Columbus, Ohio 43215
Phone: (614) 716-6835

With a copy to:

AEP Texas Inc.
Attn: John Garcia
539 N Carancahua, 12
Corpus Christi, TX 78401
Phone: (361) 881-5849

To Tenant:

Webb County, Texas
Attn: Webb County Judge
Re: AEP Tower Agreements
1000 Houston St. 3rd Floor
Laredo, Texas 78040
Phone: (956) 523-4600
Fax: (956) 523-5065

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

19. Casualty

If any part of the Communications Equipment is damaged by casualty or other harm as to render the Premises unsuitable for Tenant's continued operation, Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. If Tenant desires to rebuild or restore the Communications Equipment, Tenant shall notify Landlord within thirty (30) days after the casualty or other harm.

20. Memorandum of Lease

Contemporaneously with the execution of this Agreement, or thereafter upon request by a party, the parties may execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit C** attached hereto. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Following the termination of this Agreement, Tenant shall execute a Termination of Memorandum of Lease in recordable form.

21. Non-Disclosure

Except as required by law, regulation, or judicial or administrative order, neither party shall disclose of the terms of this Agreement.

22. No Joint Venture

Nothing in this Agreement is intended to, or shall be deemed to, constitute a joint venture, a partnership or agency between Tenant and Landlord.

23. Survivability / Severability

Neither termination nor cancellation of this Agreement or any authorization granted hereunder shall be deemed to relieve either party of any obligations that by their nature survive such termination or cancellation, including but not limited to all indemnification obligations.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

24. Interpretation

This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

25. Headings

Section headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

26. Multiple Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. Entire Agreement

This Agreement constitutes the entire agreement between the parties on the subject matter of the Property and supersedes any prior or contemporaneous agreement or understanding between them. No course of performance, usage of trade or course of dealing shall be relevant to supplement or explain any term or condition in this Agreement. This Agreement may not be modified or amended nor may any obligation of either party be modified, changed or discharged except in writing signed by a duly authorized officer or employee of each party.

28. Quiet Possession

Landlord represents and warrants to Tenant that Tenant shall have quiet and peaceful possession of the Premises throughout the Term of this Agreement, provided that Tenant is not in default hereunder.

29. Authority

Each party hereby represents and warrants to the other that it has full right, power and authority to make this Agreement and that the same has been voluntarily negotiated and agreed upon and all persons signing on behalf of such party were authorized to do so by appropriate action.

30. Miscellaneous

This Agreement shall not create for, nor give to, any third party any claim or right of action against either party to this Agreement that would not arise in the absence of this Agreement.

31. WAIVER OF JURY TRIAL

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

TENANT:

Webb County, a political subdivision of the State
of Texas

By: _____
Tano E. Tijerina, Webb County Judge
Date: _____

LANDLORD:

AEP TEXAS INC., a Delaware corporation

By: _____
P. Todd Ireland, Manager
Real Estate Asset Management,
American Electric Power Service Corporation
Authorized Signer
Date: _____

EXHIBIT A

DESCRIPTION OF THE PREMISES

Space on the Ground

[Need to attach a description and/or depiction]

Space on the Tower

Latitude: 27°34'36.90" N, Longitude: 99°16'32.20" W

Antenna Heights: TX: 235 feet, RX: 275 feet

EXHIBIT B

DESCRIPTION OF COMMUNICATIONS EQUIPMENT

Remote RF Site

An ASTRO 25 IP simulcast remote RF site will be located on the Premises. The Premises has an existing Tower, existing shelter and generator that will be reused.

Proposed components for the Simulcast RF Site:

- Two (2) GGM8000 site routers
- Two (2) Site switches
- TX Antenna System:
One (1) Omni Antenna
Antenna, antenna lines and RFDS equipment
- RX Antenna System:
One (1) Omni Antenna.
Antenna, antenna lines and RFDS equipment.
- One (1) 6 channel GTR 8000 Expandable Site Subsystem
- One (1) 9100 TRAK GPS Unit
- Two (2) 7.5' Open Face Racks
- Microwave Equipment with its own rack
- Two (2) Softwired UPSs

RF Antenna Heights

- TX: 235 feet
- RX: 275 feet

Microwave Dish

- PAD6-65 (6 feet): 152 feet
- PAD6-65 (6 feet): 63 feet

Rack Space

- (1) 7.5' Rack for ESS rack & networking equipment
- (1) 7.5' Rack for VHF Combining
- (1) 7.5' Rack for Microwave Equipment

Power Requirements

Equipment	Qty.	Total Watts	Total BTU/hr	Total Amps	Total Circuits
TRAK 8835	1	120	410	1.1	1
Switch	2	240	816	2	2
Router	2	240	274	2	2
GTR8000 ESS with 6 Radios	1	3300	9300	30	6
Combiner/Multicoupler Rack	1	500	1700	0	0

Microwave Equipment Rack	1	300	900	5	8
Total		4700	13400	40.1	19

A concrete pad with a communications shelter at the location depicted on Exhibit A.

Flexible coaxial transmission lines and communications equipment (such as a cable guide and brackets) between each antenna placed by Tenant on the Tower and the shelter, which lines and equipment shall be anchored and installed on the Tower in accordance with good and accepted engineering practices, but no less than R56 Compliant.

Grounding bed(s) for the Communications Equipment.

Existing natural gas generator and shelter located on the Premises and depicted on Exhibit A.

EXHIBIT C
FORM OF MEMORANDUM OF LEASE

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between _____, a _____, having a mailing address of _____ (“**Landlord**”) and _____ (“**Tenant**”).

1. Landlord and Tenant entered into a certain Lease Agreement (“**Agreement**”) on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be twenty (20) years commencing on the Effective Date of the Agreement, with four (4) additional two (2) year renewal terms.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

“LANDLORD”

[NAME OF AEP ENTITY,]

a _____ corporation/limited liability company

By: _____

Name: _____

Title: _____

Date: _____

State of Ohio)

County of Franklin)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____ by P. Todd Ireland, Manager, Real Estate Asset Management of American Electric Power Service Corporation, Authorized Signer for AEP Texas Inc., on behalf of the company.

Notary Public: _____

My Commission Expires: _____

“TENANT”

[NAME]

By: _____

Name: _____

Title: _____

Date: _____

State of _____)

County of _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, the _____ of _____ who executed this instrument on behalf of Tenant.

Notary Public: _____

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

The **Property** is legally described as follows:

The **Premises** are described and/or depicted as follows: