


### **LEASE AGREEMENT**

**THIS AGREEMENT**, made this 24th day of May, 2008, between **Carol Mansfield d/b/a Two Way Radio Communications Company** (the "LESSOR") and **Fred R and Evelyn K Morton** (the "LESSEE").

**WHEREAS**, LESSOR is the owner or lessee of certain real property located at 1020 SE 64<sup>th</sup> Street, Oklahoma City, Oklahoma, (known as the tower site) together with a tower and/or buildings situated thereon; and,

**WHEREAS**, LESSEE desires to lease a portion of the existing communications tower on such real property, along with space sufficient for the placement of the necessary transmitting and receiving broadcast equipment with a grant of a nonexclusive right and easement for ingress, egress, and right-of-way, seven (7) days a week, twenty-four (24) hours a day as hereinafter described (such portion of the tower situated on the real property and such easement and right-of-way hereinafter called the "Property"). The Property is more specifically described in, and substantially shown as outlined on Exhibit "A" attached hereto and made a part hereof;

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Agreement, and other good and valuable consideration, LESSOR and LESSEE hereby agree to the following:

 **1. Initial Term and Rental:** This agreement shall be for an initial term of five (5) years beginning on the date LESSEE's starts installing telecommunication equipment by its designated representatives, employees, or contractors, ("Commencement Date"). The Initial lease term shall be at an annual rental of Seven Thousand Two Hundred Dollars (\$7,200.00) payable in monthly installments of Eight Hundred Dollars (\$600.00) per month. If the commencement date is on a date other than the first of a calendar month, LESSEE shall make a prorated payment of the installment of the annual rental payment shall be due and payable on the first (1<sup>st</sup>) of each month at LESSOR's address as set forth in this agreement or such other address as provided by LESSOR to LESSEE in writing from time to time. LESSEE may terminate this agreement after five years by providing LESSOR with written notice of its intention to terminate at least six (6) months prior to any such date. The rent shall increase yearly by the Consumer Price Index published by the Government for the Southwest Region for the previous term or three percent (3%) whichever is greater.

**2. Continuance of Lease.** LESSEE shall have the option to extend the term of this Agreement for three (3) additional five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by LESSEE to LESSOR unless LESSEE give LESSOR written notice of its intension not to exercise any such extension option at least six (6) months prior to the end of the then current term. If LESSEE gives LESSOR written notice of its intention not to exercise any such option, the term of this Agreement

shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

3. **Title.** LESSOR warrants that LESSOR is seized of good and marketable title to the Property and has full power and authority to enter into and execute this Agreement. LESSOR further warrants that there are no deeds to secure debt, mortgages, liens, judgments, restrictive covenants, or other encumbrances on the title of the Property that would prevent LESSEE from using the Property for the use intended by LESSEE as hereinafter set forth in this Agreement. LESSOR agrees to provide to LESSEE proof of good and marketable title to the Property upon request by LESSEE. LESSEE shall have the right to survey the property at its own expense should LESSEE decide such is necessary.

4. **Utility Services.** During the term of this Agreement, LESSOR shall cooperate with LESSEE in LESSEE's efforts to obtain utility services to the Property to the extent insufficient or no utility service then exists. LESSEE may utilize existing power sources of LESSOR if any exist on the Property provided that LESSEE shall pay the costs, if any, associated with any equipment necessary to secure electrical service in addition to the electrical service provided by LESSOR. LESSEE shall at all times have the right to install a separate electric submeter in which event LESSEE shall pay the charges reflected by the submeter. In addition, LESSEE shall in all events have the right to secure its own electrical power sources.

5. **Use.** LESSEE shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which may consist of such facilities as are necessary to house telecommunications equipment and for antenna structure of sufficient type, as determined by LESSEE, now or in the future to meet LESSEE's telecommunication needs and all cable, wiring and supports and all necessary appurtenances thereto (collectively, the "Communications Facility"). All improvements to the Property necessary for LESSEE's use shall be made at LESSEE's expense. For the purpose of this Agreement, LESSEE shall install a 2 Bay FM antenna fed with up to 1 5/8" foam line and a log periodic FM receive antenna fed with a 7/8" hardline (Exhibit B). Any additions to this equipment configuration cannot be made without the consent of the LESSOR.

6. **Alterations, Repairs and Maintenance.** LESSEE shall have the right to make alterations and changes to its equipment with notification to LESSOR. LESSEE shall, at its own expense, maintain and repair its equipment located upon and within the Site. Any and all repairs and maintenance by LESSEE shall be at its own expense, shall not damage, obstruct or interfere to or with any other radio equipment located upon the Site, and shall comply with all applicable laws, rules and regulations, both state and federal. Prior to the commencement by LESSEE of any work upon, in or about the Site, LESSEE shall notify LESSOR of the work to be performed and of the person(s) or firm(s) performing such work. LESSOR may, at its option, require that an employee of LESSOR be present during the performance of any work or repair by LESSEE.



7. This section deleted.

8. **Indemnification.** LESSEE shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by LESSEE or its employees or agents, excepting however, such liabilities and losses as may be due to or caused by the acts or omissions of LESSOR or its employees or agents. LESSOR agrees that LESSEE may self-insure against any loss or damage, which could be covered by a comprehensive general public liability policy.

9. **Removal of Improvements.** Title to all improvements constructed or installed by LESSEE on the Property shall remain the property of LESSEE and all improvements constructed or installed by LESSEE shall at all times be and remain the property of LESSEE, regardless of whether such improvements are attached or affixed to the Property. LESSEE upon termination of this Agreement, shall within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by LESSEE and restore the Property to its original above grade condition, reasonable wear and tear excepted. If such removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate.

10. **Sale of Property.** If LESSOR at any time during the Initial or any extended term of this Agreement, decides to sell the Property, or all or part of LESSOR's Surrounding Property, to a purchaser other than LESSEE, such sale shall be subject to this Agreement and LESSEE's rights hereunder.

11. **Quiet Enjoyment.** LESSOR covenants that LESSEE on paying the rental and performing the covenants, terms and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to LESSEE by virtue of this Agreement.

12. **Assignment.** This Agreement may be sold, assigned, transferred, or subleased at any time by LESSEE to LESSEE's parent company or any affiliate or subsidiary of LESSEE or its parent company, to any entity with or into which LESSEE is merged or consolidated, or to any entity resulting from reorganization of LESSEE or its parent company. Otherwise, this Agreement may not be sold, assigned, transferred, or subleased without the written consent of LESSOR, such consent not be unreasonably withheld.

13. **Opportunity to Cure.** If LESSEE should fail to pay any rental or other amounts payable under this Agreement when due, or if LESSEE should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against LESSEE on account thereof, LESSOR shall first provide LESSEE with a written notice of the failure and provide LESSEE with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this

Agreement) or a sixty (60) day period to cure such failure (if failure is not a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, LESSEE shall be afforded a reasonable period of time to cure the failure provided that LESSEE promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

**14. Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with the laws of the State of Oklahoma.

**15. Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at lease ten (10) days thereto):

LESSEE: Fred R. and Evelyn K. Morton  
4703 Orkney Drive  
Missouri City, Texas 77459  
281-923-7100 voice  
281-403-6314 facsimile  
[radioGuy@airmail.net](mailto:radioGuy@airmail.net)

LESSOR: Two Way Radio Communications Company  
Attention: Carol Mansfield  
3532 Northwest 23rd  
Oklahoma City, Oklahoma 73107  
(405) 947-6666

**16. Binding Effort.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LESSOR and LESSEE and shall constitute covenants running with the land.

**17. Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LESSOR and LESSEE in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be construed or interpreting any provision of this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all promises, statements, assertions or representations by LESSOR or LESSEE or any employees, agents, contractors or other representations of either, shall be binding upon LESSOR and LESSEE.

**18. Interference.** LESSEE's Communications Facility shall not disturb the communications configurations, equipment and frequencies, if any, that exist on LESSOR's property on the Commencement Date ("Preexisting Communications"), and LESSEE's Communication Facility shall comply with all noninterference rules of the Federal Communications Commission ("FCC"). LESSOR shall use reasonable efforts to not permit any new use on any portion of LESSOR's property as may now exist and may exist in the future which would unreasonably interfere with the communications operations of LESSEE's Communications Facility. LESSEE shall be responsible for all testing needed to confirm that LESSEE's communications frequencies are compatible with Pre-existing Communications if any are installed on LESSOR's facilities on the Commencement Date and that no interference exists between the various communications equipment and frequencies. LESSOR will use reasonable efforts to require any new lessee to abide by provisions similar to this Paragraph 18 but will not be liable for monetary damages or equitable relief for Interference caused by existing or future communications equipment or frequencies used on LESSOR's site.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Two Way Radio  
Communications Company

By: Carol Mansfield  
Carol Mansfield  
Title: Owner

LESSEE:

By: [Signature]  
Title: Lessee