

ANTENNA SPACE LEASE AGREEMENT

This Lease Agreement (the "**Lease**") is made and entered into effective as of the first (1st) day of November 2016 by and between ONE SHORELINE PLAZA, LLC, a Delaware limited liability company having its principal office at 800 N. Shoreline Blvd., Suite 1950, South Tower, Corpus Christi, Texas 78401, hereinafter referred to as "**Lessor**", and THE CITY OF CORPUS CHRISTI, having its principal office at 1201 Leopard Street, Corpus Christi, Texas 78401, hereinafter referred to as "**Lessee**".

1. **Leased Premises.** Lessor grants a non-exclusive lease to Lessee for a portion of the roof of the South Tower of One Shoreline Plaza Building (the "**Building**"), as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "**Roof Space**") and an exclusive lease to an equipment room (the "**Equipment Room**") described on Exhibit "D" attached hereto and incorporated herein by this reference, which Lease shall include the right to place transmitters, receivers and antennas, along with other necessary ancillary equipment, as described on Exhibit "B", which is attached hereto and incorporated herein by this reference, on the Roof Space for purposes of operating a radio transmission system for police, fire, ambulance and other public operations for itself and other authorized governmental agencies. Lessee shall solely and continuously use the Roof Space for such purposes during the entire term of this Lease. The exact location for the placement of the antennas, transmitters and receivers is shown on Exhibit "A". The legal description for the land underlying the Building is set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Lessee shall have the responsibility for all costs, fees and expenses associated with the placement, installation, repair, maintenance and removal of its equipment on the Roof Space, in the Equipment Room, or elsewhere, as shall have been agreed upon in advance and in writing by Lessor, in and around the Building (other than tenant spaces) and/or its common areas.

2. **Term.** The term of this Lease shall be for Ten (10) years (the "**Original Term**") beginning on the 1st day of March 2016 (the "**Commencement Date**") and, unless sooner terminated pursuant to this Lease, continue for a period of ten (10) years plus the period, if any, between the Commencement Date, if it falls on a day other than the first day of the month, and the first day of the first full calendar month in the Original Term.

2A. **Options to Extend.** Lessee shall have the option to extend the term of this Lease for five (5) options (each, an "**Option**," and collectively, the "**Options**") of two (2) years each (individually, the "**First Option Term**," the "**Second Option Term**," the "**Third Option Term**," the "**Fourth Option Term**," and the "**Fifth Option Term**," and collectively referred to as the "**Option Terms**"), subject to the following terms and conditions: (a) in order to exercise an Option, Lessee (through its City Manager) must give written notice (the "**Exercise Notice**") of such election to Lessor no later than one hundred and twenty (120) days prior to the expiration of the Original Term the First Option Term, the Second Option Term, the Third Option Term or the Fourth Option Term, as applicable. If timely notification of exercise of an Option is not given, then such Option (and any remaining unexercised Option(s)) shall automatically expire and be rendered void and of no further

force or effect; (b) no default by Lessee under this Lease, beyond any applicable notice and cure period, shall have occurred and be continuing on the date Lessor receives an Exercise Notice; (c) except for the provisions hereof granting the Options and except for the amount of Rental payable during the Option Terms, all of the terms and conditions of this Lease shall apply during the Option Terms; (d) except for the Options, Lessee shall have no further right or option to extend the term of this Lease; (e) a later Option cannot be exercised unless an earlier Option has been timely exercised; (f) the amount of Rental payable during each of the Option Terms shall be as set forth in Section 3 hereof.

3. Rent. Lessee agrees to pay Lessor, in advance and without prior notice, demand, deduction or offset, at Lessor's place of business on or before the first day of each and every month of the term of the Lease, as may be extended, a monthly rental (the "Rental") rate fee as set forth below:

Base rental fee will be \$515.00 per month per cabinet. A "cabinet" is defined as that piece of equipment that transmits a two- way radio signal along with its receiver counterpart or that piece of equipment that combines transmitters and its receiver multicoupler counterpart. The base rooftop two-way antenna rental fee will be \$685.00 per month per antenna and antenna mount. The base rooftop microwave dish antenna rental fee will be \$1,715.00 per month for each six (6) foot diameter microwave dish and \$2,060.00 per month for each eight (8) foot diameter microwave dish.

The current installation will consist of the following items resulting in the following monthly rental fee:

10 – 800 MHz. cabinets or repeaters consisting of a transmitter and receiver
X \$515.00 per cabinet per month:

\$5,150.00/month

2 - Microwave cabinets consisting of a transmitter, receiver and ancillary multiplex equipment X \$515.00 per cabinet per month:

\$1,030.00/month

2- Cabinets consisting of two - 5 channel transmitter combiners and one - 16 channel receiver multicoupler X \$515.00 per cabinet per month:

\$1,030.00/month

3 - Antennas consisting of two antennas for the transmit system and one antenna for the receive system X \$685.00 per two-way antenna per month:

\$2,055 00/month

1 - Six foot diameter microwave dish antenna at \$1,715.00 per dish antenna

per month:

\$1,715/month

1 Eight foot diameter microwave dish antenna at \$2,060.00 per dish
per month

\$2,060.00/month

**TOTAL INITIAL INSTALLATION
MONTHLY RENTAL FEE**

\$13,040.00/month

Lessee will, in writing, notify Lessor of any new equipment that will be installed by Lessee on the Roof Space or in the Equipment Room. With such written notification, Lessee will inform Lessor when the new equipment will be installed, its calculation of the increased monthly rental fee and the date such increased monthly rental fee will take effect. Lessor, its agents and representatives will, upon no less than one (1) business day prior notice to Lessee, have the right to audit the equipment. In the event Lessor disagrees with Lessee's calculation of the increased monthly rental fee, it shall notify Lessee of same and Lessor's calculation thereof; provided, however, pending resolution of any dispute between Lessor and Lessee concerning such increased monthly rental fee, Lessee shall be required to pay the higher amount until such dispute is resolved and any overpayment or underpayment resulting from such resolution shall be reconciled by Lessor and Lessee within ten (10) business days after the date of such resolution.

At Lessee's sole cost and expense, a watt-hour meter will be installed to the primary power input to the Equipment Room. Power consumption will be read on a monthly basis and Lessor will, as additional rent, invoice Lessee (separately from any other rooftop or antenna lease fee rates) for the power consumed; each such invoice shall be paid by Lessee without deduction or offset within ten (10) days after Lessee's receipt of each such invoice. Lessee's obligation to pay each such invoice by Lessee is in addition to its obligation to pay monthly rental fees. Lessor shall not permit subsequent lessees to attach any equipment on the load side of Lessee's watt-hour meter. Except to the extent caused by the gross negligence or willful misconduct of Lessor, no interruption in the power provided hereunder shall render Lessor liable in any respect for damages to either person or property nor relieve Lessee from fulfillment of any covenant or agreement in this Lease. If any of Lessee's equipment fails because of a loss of electrical power, Lessee shall have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting therefrom. Notwithstanding the foregoing, Lessor shall have the right to shut down electrical service to the Building (including to Lessee's equipment) in connection with any repair, upgrade or maintenance operation conducted for the Building without liability to Lessee for damages provided that Lessor shall, except in the event of an emergency, give Lessee five (5) days' written notice and further provided that any such shut down, to the extent feasible, will be performed outside of normal Building business hours. Lessor shall have no responsibility to provide emergency

or "backup" power to Lessee, it being understood and agreed that the provision of any emergency or "backup" power shall be the sole responsibility of Lessee.

Lessee hereby acknowledges that late payment by Lessee of Rental will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Late payments will be subject to the Texas Prompt Payment Act

3A. Rental Adjustment. The monthly rental fee from the anniversary date of this Lease to December 31st of such calendar year shall be as set forth in Section 3 of this Lease. Effective on the first (1st) day of January of the calendar year immediately following the anniversary year of the execution of this Lease and each January first (1st) of each year during the term of this Lease, as may be extended, the monthly rental fee shall be increased, on a compounded and cumulative basis, by three percent (3%) per annum .

4 Security Deposit. The sum of Five Thousand and no/100 Dollars (\$5,000.00) previously deposited by Lessee with Lessor as a security deposit shall be retained by Lessor upon execution of this Lease for the faithful and diligent performance of Lessee's covenants and obligations hereunder. Such security deposit may not be used by Lessee as a credit against Rentals due under the Lease. In the event Lessor must draw from Lessee's security deposit in order to perform for Lessee, Lessee shall replenish such amount within ten (10) days after receipt of written demand by Lessor. No part of the security deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.. Further, Lessor shall not be required to keep the security deposit separate from its general accounts.

5. Number of Antenna Structures. Lessor grants permission to Lessee to install and operate on the Roof Space the antenna structures listed on Exhibit "B". Lessee is responsible for providing all equipment and modification of the equipment to be placed upon the Roof Space that is necessary to its operation. Lessor is only responsible to provide the Roof Space and one (1) equipment room as depicted on Exhibit "D". Lessee is expressly and solely responsible for all costs, fees and expenses relating to any modification (including electrical), installation, or maintenance of the Roof Space and Equipment Room related to this Lease. Lessee shall, at its sole cost and expense, install and maintain all air conditioning and heating equipment required by it in the Equipment Room. All manner and type of installations shall first be approved in writing by Lessor. As an inducement by Lessee to Lessor, it is expressly understood by Lessee and Lessor that the Roof Space and the Equipment Room is leased to Lessee under this Lease in their current "AS IS" and "WHERE IS" condition and "WITH ALL FAULTS" and that Lessor expressly disclaims all warranties, express or implied (except for title), including but not limited to habitability, suitability and fitness for a particular purpose. Lessor agrees to place, and require subsequent lessees to place any additional antennas on the roof of the Building in a manner such that their placement will not materially interfere with the operation and performance of the Lessee's e. Lessee, however, will not unreasonably withhold concurrence of antenna system placement upon the Roof Space.

6. Frequencies. Lessee agrees that it shall not change the initial frequencies as specified on Exhibit "B" attached hereto without Lessor's prior written approval, which shall not be unreasonably withheld, and which purpose is to avoid a conflict with the operations of existing or subsequent lessees of the Building.

7. Attachments to Roof by Lessee. Lessee shall, at its sole cost and expense, maintain any equipment on/in or attached to the Roof Space in a safe condition and in good order, repair and condition, and in a manner suitable to Lessor so as not to conflict with the use of the roof of the Building by Lessor, or by any other company using the roof of the Building and so as not to interfere with the working use of facilities currently thereon or may hereafter be placed thereon. Lessee covenants that it will use only industry standard light-weight mesh microwave dishes and Class A hurricane mounting, for all exterior installations, which Lessor must first approve in writing. Further, Lessee covenants that it shall coordinate the color of all exterior equipment with the Lessor, which shall be subject to Lessor's prior written approval.

8. Interference. Lessor agrees to, in all future leases of the roof of the Building similar to this Lease, require other lessees to perform intermod studies to determine if there will be any material interference with Lessee's use of the Roof Space, and if any such study determined that potential for such material interference exists, Lessor will require the subsequent lessee(s) to provide adequate protection against such material interference.

Lessee agrees to install equipment of types and frequencies which will not cause interference to Lessor or other lessees or Lessor's property, antenna site and/or equipment room. In the event Lessee's equipment causes such interference through improper functioning of equipment or any other cause within the reasonable control of Lessee, Lessee will make best efforts to eliminate the interference. Further, Lessee will take such action as deemed appropriate to minimize the effect of interference until such time as interference can be eliminated, including, if necessary, ceasing operation of such equipment until it can be made to function properly and not cause any such interference. Further, Lessee agrees, upon report of interference to other equipment located within the Building or upon the exterior of the Building, to verify within forty-eight (48) hours of the report that all of Lessee's equipment is operating within FCC guidelines and rules as set forth herein.

Notification in writing of spectral impurity beyond herein imposed limits will also constitute interference, and the Lessee will immediately take all steps necessary to correct the problem. If the problem cannot be corrected within the limits specified herein, the Lessee agrees to remove its equipment from the Building. Further, Lessee will take such action as deemed appropriate to minimize the effect of interference until such time as interference can be eliminated.

Spectral impurity is defined by the following:

All transmitting and receiving equipment shall, at a minimum, meet

or exceed applicable FCC Rules and Regulations and all appropriate EIA standards, including the most current revisions at the time of installation of RS-152 and RS-204

All transmitter-generated third-order intermodulation products shall be attenuated at least 70 dB, relative to the level of the extraneous mixing signal.

The transmitter side-band spectrum shall be attenuated to a level no greater than:

- (1) -100 dBc at +/- 25 kHz from the carrier
- (2) -110dBc at +/-1 MHz and beyond from the carrier

(dBc denotes decibel level below carrier amplitude level)

The Antenna Site Technical standard will be adhered too without any exceptions. Exhibit "D", attached hereto, is the Antenna Site Technical Standards.

9. Access. Lessor agrees that Lessee shall have access to the Roof Space and/or equipment located thereon for the sole and limited purpose of installing, maintaining, operating and removal of Lessee's equipment, and Lessor further agrees to grant Lessee ingress and egress to the Roof Space during normal business hours of the Building during the Original Term and any extensions thereof. Lessee shall further have emergency access to the Roof Space at all times, provided, however, oral notification is first given to Lessor or any security personnel of the Building. All access to the Roof Space shall be coordinated through Lessor's security personnel. It is agreed, however, that only authorized engineers, employees, contractors, sub-contractors, and agents of Lessee, FCC inspectors, or persons under their direct supervision of Lessee, will be permitted access to the Roof Space.

10. Compliance with Statutes and Regulations. Antennas, wires, appliances and equipment of Lessee shall be erected and maintained in accordance with the requirements and specifications of the safety codes of the State of Texas, including any amendments or revisions thereof, and in compliance with any rules or orders now in effect, or that hereafter may be issued by the Federal Communications Commission, or any other governmental or municipal entity having authority over the same.

11. Maintenance and Operating of Roof. Lessor reserves to itself, its successors, and assigns, the right to maintain the roof of the Building, including the Roof Space, and to operate its facilities in such manner as will best enable it to fulfill its own services to lessees of the Building.

12. Rights to Equipment. Any and all machinery, equipment and trade fixtures installed by Lessee shall remain personalty notwithstanding the fact that it may be affixed

or attached to the realty, and shall, during the term of this Lease or any extension or renewal thereof, belong to and be removable by Lessee. Lessee may, at its election, remove said equipment on or before the expiration of the term of this Lease. Upon expiration or termination of this Lease, Lessee shall remove said equipment and related cabling and wiring within fifteen (15) days thereafter and Lessee shall repair any and all damage caused by said removal (within fifteen (15) days of such expiration or termination. Any of Lessee's property remaining on the Roof Space fifteen (15) days after the expiration or termination of this Lease, which Lessor does not require Lessee to remove, shall become the property of Lessor, free of any claim by Lessee or any person claiming through Lessee. If Lessee fails to remove equipment after receipt of written notice from Lessor, Lessor has the right to have such equipment removed and charge back the actual cost of removal to Lessee plus fifteen percent (15%) for Lessor's overhead costs to do such work. Lessee's obligations under this Section 12 shall survive the expiration or earlier termination of this Lease.

13. Lessor Lien. Lessor shall have at all times, a lien for all rentals and other sums of money becoming due hereunder from Lessee upon all goods, wares, equipment fixtures, furniture and other personal property of Lessee situated on the above described premises, and such property shall not be removed therefrom without consent of Lessor until all arrearages and rent as well as any and all other sums of money then due to Lessor hereunder shall first have been paid and discharged, Upon the occurrence of any default and the lapse at any applicable cure periods as hereinafter set forth, Lessor shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Equipment Room with or without the permission of Lessee and take possession of any and all goods, wares, equipment, fixtures, furniture, and other personal property of Lessee situated therein and upon the Roof Space without liability or trespass or conversion, to sell the same with or without notice at private or public sale, with or without having such property at the sale, at which Lessor or its assigns may purchase, and to apply the taking or possession and sales of the property as a credit against any sums due by Lessee to Lessor. Any surplus shall be paid to Lessee, and Lessee agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be enforced by Lessor in any other manner provided by law. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

14. Default. In the event Lessee fails to comply with any of the provisions of this Lease, including the specifications herein mentioned, or default in any of its obligations under this Lease, including its monetary obligations, Lessor may, after written notice and ten (10) days opportunity to cure monetary default and thirty (30) days opportunity to cure non-monetary default, at its option, either terminate Lessee's right to possession of the Roof Space and the Equipment Room or terminate the Lease and accelerate the balance of payment due under this Lease for the then remaining balance of the term of this Lease. In the event that Lessor is required to act on behalf of Lessee in event of default, Lessee shall remain responsible for all costs, fees and expenses to cure said default. Lessee shall be obligated to pay all costs, fees and expenses incurred by Lessor as a result of Lessee's default, including the cost of removing equipment, restoring the Roof Space and the Equipment Room to its prior condition, costs of collection, and reasonable attorney's

fees for enforcing the Lessor's rights under this Lease. In addition, Lessor shall have the right to pursue all other remedies available to Lessor under applicable law by reason of Lessee's default under this Lease.

15. Manner of Giving Notice. Any notice to be given under this Lease shall be mailed to the party to be notified at the address set forth herein, by registered or certified mail with postage prepaid, via overnight mail or by personal delivery, and shall be deemed given when so mailed or shall be hand-delivered to the party to be notified. Any demand or notice to either party may be given to the other party by addressing the written notice to:

LESSOR: One Shoreline Plaza, LLC
800 N. Shoreline Boulevard
Suite 1950 South
Corpus Christi, Texas 78401

LESSEE: City of Corpus Christi
321 John Sartain
Corpus Christi, Texas 78401
Attention: Chief of Police

16. Quiet Enjoyment. Lessor covenants and agrees with Lessee that upon Lessee paying the Rentals and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed under this Lease, Lessee may peacefully and quietly enjoy the non-exclusive use of the Roof Space for the use permitted herein and the use of the Equipment Room, subject nevertheless to the terms and conditions of this Lease.

17. Entire Agreement, Severability. This Lease, inclusive of the exhibits, embodies the entire agreement between the parties concerning the subject matter hereof. If any provision herein is determined invalid by a court with proper jurisdiction, it shall be considered deleted from this Lease, and shall not invalidate the remaining provisions of this Lease.

18. Parties Bound by Agreement. Subject to the provisions hereof, this Lease shall be extended to and bind the successors and assigns of the parties hereto (but this reference to assigns shall not be deemed to act as a consent to an assignment of this Lease by Lessee).

19. Construction. Should any provision of this Lease require judicial interpretation, the Court shall not apply the presumption that the terms hereof shall be more strictly construed against the party who drafted the Lease, it being understood that both parties hereto have participated in the preparation of the Lease.

20. Casualty Loss. In the event the roof of the Building is damaged or destroyed

by fire, earthquake, hurricane, rain, wind or other casualty, then, to the extent of, and conditioned upon the receipt of, insurance proceeds that Lessor actually receives, Lessor shall use commercially reasonable efforts to restore the roof of the Building; however, in the event Lessor is unable to restore the roof of the Building within six (6) months after the damage is sustained, then Lessor or Lessee shall have the option to terminate this Lease by giving the other party written notice of termination. Rentals shall proportionately abate during the period that Lessee is unable to use the Roof Space for the purposes described and permitted in this Lease.

21. Appropriations. Lessee's obligations under this Lease beyond its current budget year are subject to appropriations by the Corpus Christi City Council; however, in the event that appropriations for future years are not approved, Lessor and Lessee hereby agree that Lessee may, upon no less than ten (10) business days' prior written notice to Lessor, elect to terminate this Lease, provided, however, as consideration for such early termination, Lessee shall, concurrently with its election to terminate this Lease hereunder, pay to Lessor as liquidated damages, one (1) year's Rental as is then currently due under this Lease. The parties hereto expressly agree and acknowledge that Lessor's actual damages in the event of such termination by Lessee would be extremely difficult or impracticable to ascertain and that the above-stated amount of the represents the parties' reasonable estimate of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty. Lessee's obligations hereunder shall survive the termination of this Lease.

22. Care of Premises. Lessee agrees to pay Lessor, in addition to all other amounts payable by Lessee under this Lease, the cost of repair or damage caused to the Building and its common areas or any contents therein during the installation, maintenance, repair, or removal of Lessee's equipment. Lessee agrees to cover the elevator floor area of the 28th floor upon installation, repair or removal of Lessee's equipment and to take other precautionary measures within the Building as Lessor shall notify Lessee to take during the installation, maintenance and removal of equipment. Lessee's obligations under this Section 22 shall survive the expiration or earlier termination of this Lease.

23. Transfers by Lessor. Lessor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building, in such event and upon such transfer, Lessor shall be released from any further obligations under this Lease, and Lessee agrees to look solely to such successor in interest of Lessor for the performance of such obligations.

24. Transfers by Lessee. Lessee shall not transfer, convey, mortgage, pledge, hypothecate, or encumber Lessee's interest under this Lease or grant any license, concession, or other right to occupancy of any portion of the Roof Space or the Equipment Room without the prior written consent of Lessor, which may be granted or withheld in Lessor's sole discretion. The prohibitions specified in this Section 24 shall be in addition to, and independent of, any other provisions of this Lease and shall be construed to include, without limitation, any such prohibited transfers occurring by operation of law.

Any attempt by Lessee to accomplish a transfer prohibited by the provisions of this Lease, without having obtained the prior written consent of Lessor thereto, shall be void and of no force or effect and may, at the option of Lessor, constitute a material default hereunder.

25. Environmental. Lessee will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, to the extent resulting from Lessee's activities now conducted upon the Roof Space and the Equipment Room.

26. Subordination. This Lease and any extension or renewal hereof are expressly made subject and subordinate to any mortgage, deed of trust, ground lease, underlying lease or like encumbrance affecting any part of the Building or any interest of Lessor therein which is now existing or hereafter executed or recorded, any present or future modification, amendment or supplement to any of the foregoing, and to any advances made there under (any of the foregoing being a "Superior Interest") without the necessity of any further documentation evidencing such subordination; provided, however, that the holder of any such Superior Interest shall agree not to disturb Lessee's rights under this Lease upon foreclosure or other transfer of interest. Subject to the foregoing, Lessee shall, upon Lessor's request, execute and deliver to Lessor a document evidencing the subordination of this Lease to a particular Superior Interest. If the interest of Lessor in the Building is transferred to any person ("Purchaser") pursuant to or in lieu of proceedings for enforcement of any encumbrance, Lessee shall, at the Purchaser's election, attorn to the Purchaser and this Lease shall continue in full force and effect as a direct agreement between the Purchaser and Lessee on the terms and conditions set forth herein.

27. Limitation of Liability. Lessee shall neither assert nor seek to enforce any claim for breach of this Lease, or otherwise, against any of Lessor's assets or against the assets of Lessor's members or managers, other than the equity interest of Lessor in the Building, and Lessee agrees to look solely to such interest for the satisfaction of any liability of Lessor under this Lease, it being specifically agreed that in no event shall Lessor, any affiliate of Lessor or any member or manager (which terms shall include, without limitation, any of the officers, trustees, partners, beneficiaries, joint ventures, members, managers, or other principals or representatives thereof, disclosed or undisclosed) ever be personally liable for any such liability.

28. Damages. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessor be liable to Lessee for any special, incidental, consequential or punitive damages, all such damages being hereby fully waived by Lessee.

29. Condemnation. If the whole or substantially the whole of the Building or should be taken for any public or quasi-public use, by right of eminent domain or otherwise

or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building is taken by the condemning authority. If less than the whole or substantially the whole of the Building are thus taken or sold, Lessor (whether or not the Roof Space is affected thereby) may terminate this Lease by giving written notice thereof to Lessee; in which event this Lease shall terminate as of the date when physical possession of such portion of the Building are taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Building shall belong to Lessor and Lessee shall not be entitled to and expressly waives all claims to any such compensation.

30. No Implied Waiver. Failure of a party to insist at any time on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any option, right, power or remedy contained herein shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rental fee due under this Lease shall be deemed to be other than on account of the earliest monthly rental fee due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as monthly rental fee be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such monthly rental fee or pursue any other remedy available to Lessor under this Lease and applicable law.

31. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the internal laws of the State of Texas.

32. Disclosure Of Interests. In compliance with Section 2-349 of the Corpus Christi Code of Ordinances, Lessor shall complete the City's Disclosure of Interests form, which is attached to this Lease as Exhibit E, the contents of which, as a completed form, are incorporated into this Lease by reference as if fully set out in this Lease.

(For corporate businesses whose shares are publicly traded and listed on recognized national or regional stock exchanges or over-the-counter markets, it shall be sufficient if a current Securities and Exchange Commission Form 10-K is filed in lieu of the City's Disclosure of Interests form.)

33. Certificate of Interested Parties. Lessor agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this Lease. Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include: (a) persons with a "controlling interest" in the entity, which includes: (i) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds ten percent (10%); (ii) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or (iii) service as an officer of a business entity that has four (4) or fewer officers, or service as one of the four (4) officers most

highly compensated by a business entity that has more than four officers; and (b) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. (For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.)

34. Conflict of Interest. Lessor agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. (For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.)

35. Estoppel. Each party to this Lease shall, upon twenty (20) days' prior notice from the other party issued not more than two (2) times in any period of twelve (12) consecutive months, execute, acknowledge, and deliver to the requesting party a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rental and other fees and charges are paid, if any, and (b) acknowledging that there are not, to the certifying party's knowledge without any obligation to investigate, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first above written.

LESSOR:

ONE SHORELINE PLAZA, LLC,
a Delaware limited liability company

By:  _____

Name: Kamyar Mateen

Title: Manager

LESSEE:

THE CITY OF CORPUS CHRISTI

By: _____

Margie C. Rose
City Manager

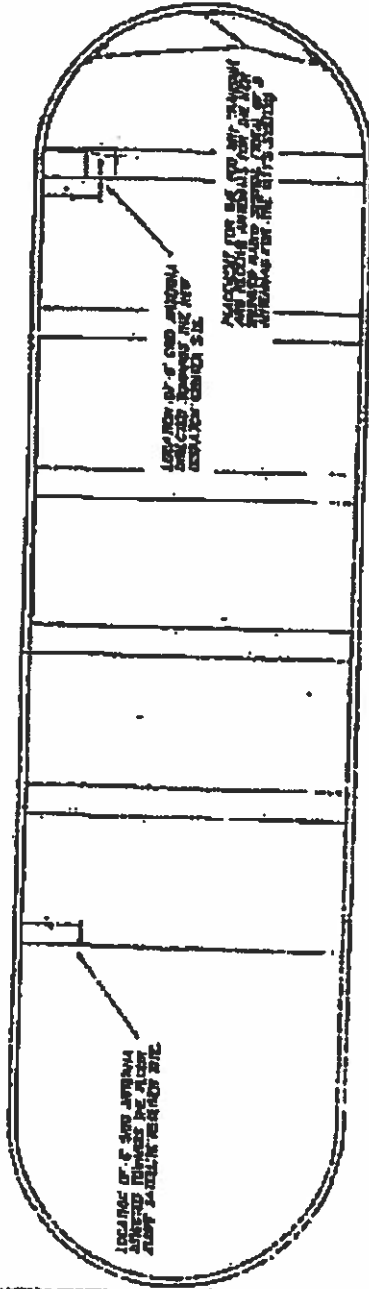
ATTEST:

Rebecca Huerta
City Secretary

Date

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney



DR. NAME: JAMES	DATE: 11/24/11
STATIONING PLAZA REPEATER SITE	
ANTENNA PLACEMENT - PLAN	
SCALE: 1" = 10'	FIG. 1003

END FILE POSITION

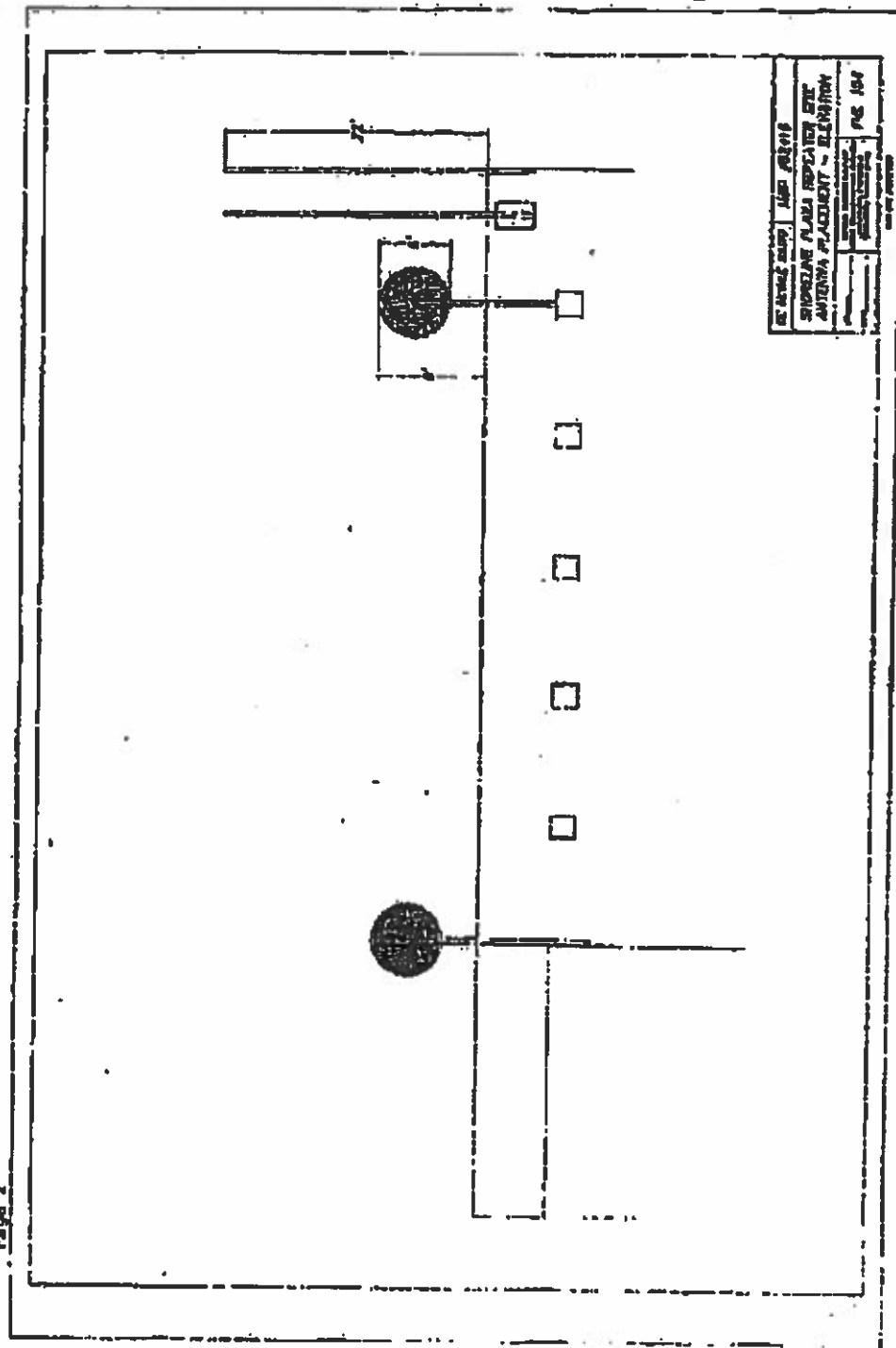


EXHIBIT "B"
TO
LEASE AGREEMENT
BETWEEN SHORELINE VENTURE, LTD., AS LESSEE
AND THE CITY OF CORPUS CHRISTI, AS LESSOR

EQAUIPMENT AND FREQUENCIES

Lessee shall operate 15 transceivers on the following frequencies:

Transmit 1 811.4375 Mhz

Receiver 1 856.4375 Mhz

Transmit 2 811.9375 Mhz

Receiver 2 856.9375 Mhz

Transmit 3 812.4375 Mhz

Receiver 3 857.4375 Mhz

Transmit 4 812.9375 Mhz

Receiver 4 857.9375 Mhz

Transmit 5 813.4375 Mhz

Receiver 5 858.4375 Mhz

Transmit 6 813.9375 Mhz

Receiver 6 858.9375 Mhz

Transmit 7 814.4375 Mhz

Receiver 7 859.4375 Mhz

Transmit 8 814.9375 Mhz

Receiver 8 859.9375 Mhz

Transmit 9 809.1125 Mhz

Receiver 9 854.1125 Mhz

EXHIBIT "B"
PAGE 2

Transmit 10 809.3875 Mhz

Receiver 10 854.3875 Mhz

Transmit 11 809.9625 Mhz

Receiver 11 854.9625 Mhz

Transmit 12 810.2125 Mhz

Receiver 12 855.2125 Mhz

Transmit 13 810.4625 Mhz

Receiver 13 855.4625 Mhz

Transmit 14 813.7625 Mhz

Receiver 14 858.7625 Mhz

Transmit 15 814.7625 Mhz

Receiver 15 859.7625 Mhz

Additional equipment:

From Shoreline to Violet

Microwave Transmit 2426

Microwave Receive 2474

From Shoreline to PD

Microwave Transmit 2421.0

Microwave Receive 2462.5

EXHIBIT "C"
TO
LEASE AGREEMENT
BETWEEN ONE SHORELINE PLAZA, LLC, AS LESSOR
AND THE CITY OF CORPUS CHRISTI, AS LESSEE

LEGAL DESCRIPTION

Water Block Eight A (8A), Beach Portion of the City of Corpus Christi, Texas, according to the map or plat thereof recorded in Volume 50, Page 68 of the Map Records of Nueces County, Texas.

"EXHIBIT "D"

ANTENNA SITE TECHNICAL STANDARDS

1. All transmitters operating in the range of 20 to 1300 MHz must have a ferrite isolator with a minimum of 35dB rejection in the reverse direction. This will be installed between the transmitter and single bandpass cavity or bandpass, band-reject type of duplexer combiner.
2. For those stations without bandpass, band-reject duplexer, a low pass filter or single-stage bandpass cavity must be placed between the isolator and the antenna system
3. The transmission cable must be jacketed Helix type cable only, and secured by either stainless steel clamps or approved equal. Excess transmission line must be removed.
4. Each transmission line shall be identified in three places with a stainless steel tag that identifies the user/tenant and the antenna position: (1) at the cabinet, (2) as it enters the roof area and (3) at the antenna.
5. Cabling between the main antenna feedline, isolators, duplexers, cavities, and the transmitter all must be double shielded RG-213 coaxial cable or Helix type cable.
6. All radio equipment, excluding microwave, multiplex, transmitter combiners, receiver multicouplers and ancillary equipment, must be housed in RF tight metal enclosures, and securely bonded to the common grounding system with #6 AWG stranded conductor cable with 600 volt jacket. The cable shall be terminated with a compression type lug and securely fastened to the cabinet with a 5/16" diameter machine bolt and lockwasher.
7. All antennas will be fiberglass enclosed "pole type" antennas. No bi-metallic loop antennas will be allowed. Only Celwave "Station Master" fiberglass type antennas or Decibel Products, Inc., #DB- 258, Bogner BMR 12 or approved equals may be used.
8. All antennas and their associated support mounting structures must be capable of surviving 112 mph winds.
9. The location and mounting of all antennas will be designated by the site coordinator. This location will be shown on the Lease. Changes must be approved in writing from the site coordinator. Any antenna or cable failing to meet the above standards will be removed from the Tower and/or building at the Lessee's expense.

"EXHIBIT "D"

PAGE 2

10. All transmission lines must be secured to structure members or walls using stainless steel coaxial clamps. All cabling will be installed plumb and true in a good and workmanlike manner.
11. On a 48-hour notice, stations will be made available for inspection by the site coordinator to assure compliance with the above standards.
12. The following information is essential for RF site coordination, and must be provided. Any and all changes must have prior approval and be reported to the site coordinator.
 - A. Frequency of all transmitters and receivers.
 - B. All transmitter powers and powers to antenna system.
 - c. Manufacturer and model number of the antenna.
 - D. Type and length of cable.
 - E. Type and model number of all RF devices used on the transmission path to the transmitter and receiver. This will include combiners, duplexers, cavities, isolators, circulators, crystal filters, receiver multi-couplers, etc.
 - F. The name, address and phone number of the person or group directly responsible for the day-to-day maintenance of the station.
 - G. The name, address, and phone number of the person or group directly responsible for the Lease agreement.
 - H. Items F. and G. along with the current FCC license will be posted in a clear plastic holder on the cabinet of the equipment. The plastic holder will be supplied by site coordinator if requested.



City of
Corpus
Christi

SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

EXHIBIT E

CITY OF CORPUS CHRISTI

DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: _____

STREET ADDRESS: _____ **P.O. BOX:** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

FIRM IS:

1. Corporation	<input type="checkbox"/>	2. Partnership	<input type="checkbox"/>	3. Sole Owner	<input type="checkbox"/>
4. Association	<input type="checkbox"/>	5. Other	<input type="checkbox"/>	_____	

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Job Title and City Department (if known)

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Title

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Board, Commission or Committee

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Consultant

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person: _____	Title: _____
Signature of Certifying Person: _____	Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

Attach Form 1295 Certificate of Interested Parties