

FCC Proof of Performance and Site Acceptance Test

Prepared By:

ROHDE & SCHWARZ, INC.

Prepared For:

K26NK-D

UHF 26

Submitted By:

Matthew A. Sanderford, Jr.

Marsand Inc.

This undersigned confirms that the FCC Proof of Performance
and the Site Acceptance Test were successfully completed on:

4-21-2021

(Submitted Date)

(Accepted Date)

Accepted By:

Lyle Hathaway

Broadcast Engineer

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1 System Information

1.1 Hardware Information

1.1.1 Transmitter Information

Transmitter Manufacturer:	Rohde and Schwarz
Transmitter Model Number:	TMU9-5
Transmitter Part Number:	2065.1240.70
Transmitter Serial Number:	102080-Zk
Modulation:	ATSC
Total Output Power of Transmitter (TPO):	2790 W
Total Output Power of Filter (TPOF):	2484 W
Pilot Frequency:	542.3094410 MHz

1.1.2 Filter Information

Filter Manufacturer:	Dielectric
Filter Model:	Powerlite

1.1.3 Antenna Information

Antenna Manufacturer:	Dielectric
Antenna Model:	DLP-10B

1.1.4 Line Information

Line Manufacturer:	Dielectric
Line Size:	1-5/8" Flexline
Line Length:	447 ft. ft

1.2 Software Information

1.2.1 Software Information

TCE Controller:	24.5.0
Exciter A:	24.5.0
Exciter B:	24.5.0
Amplifiers:	1.08

2 Customer Information

2.1 Customer Information

2.1.1 Network Information

Call Sign:	K26NK-D
Customer:	North Texas Public Broadcasting, Inc.
Channel:	UHF 26

2.1.2 Installation Location

Location:	Wichita Falls, TX
Address:	4500 Seymour Hwy
City:	Wichita Falls
State:	Texas
Zip:	76309

3 Test Information

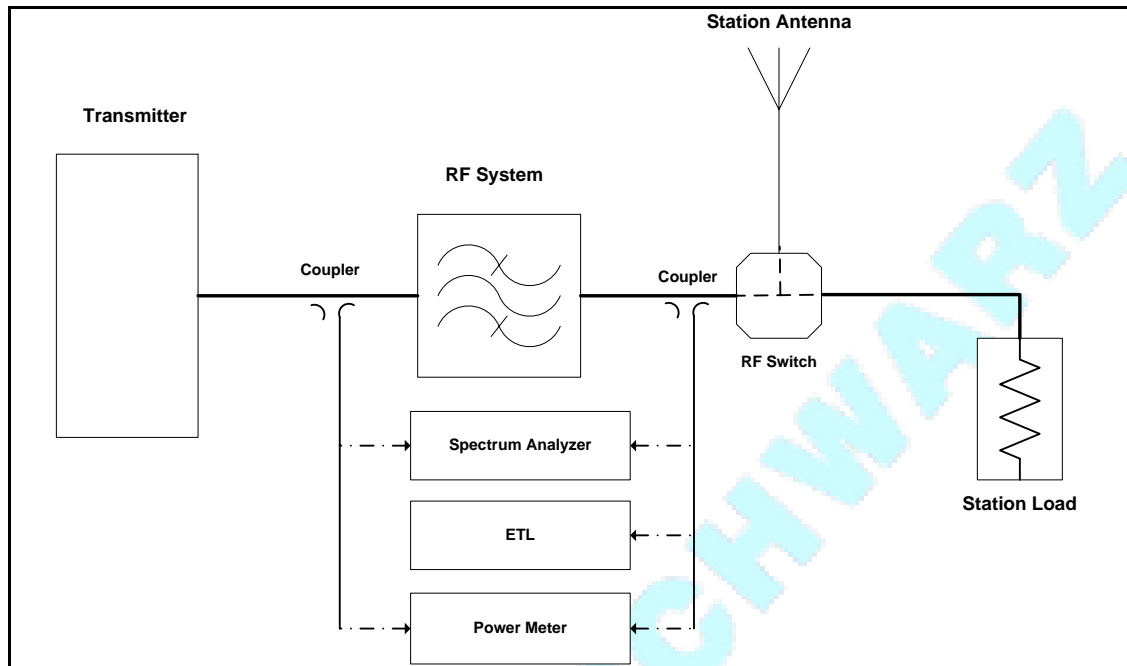
3.1 Test Equipment Used

3.1.1 Test Equipment Used Table

Type	Material Number	Serial Number	Owner	Calibration Due
ETL-3	2112.0004.13	100757	Rohde & Schwarz, Inc.	2/22/2022
NRP-Z21	1137.6000.02	101762	Rohde & Schwarz, Inc.	2/22/2022

3.2 Equipment Test Setup

3.2.1 Equipment Test Setup Diagram



3.3 FCC Proof of Performance Test Results

3.3.1 Output Power Measurements

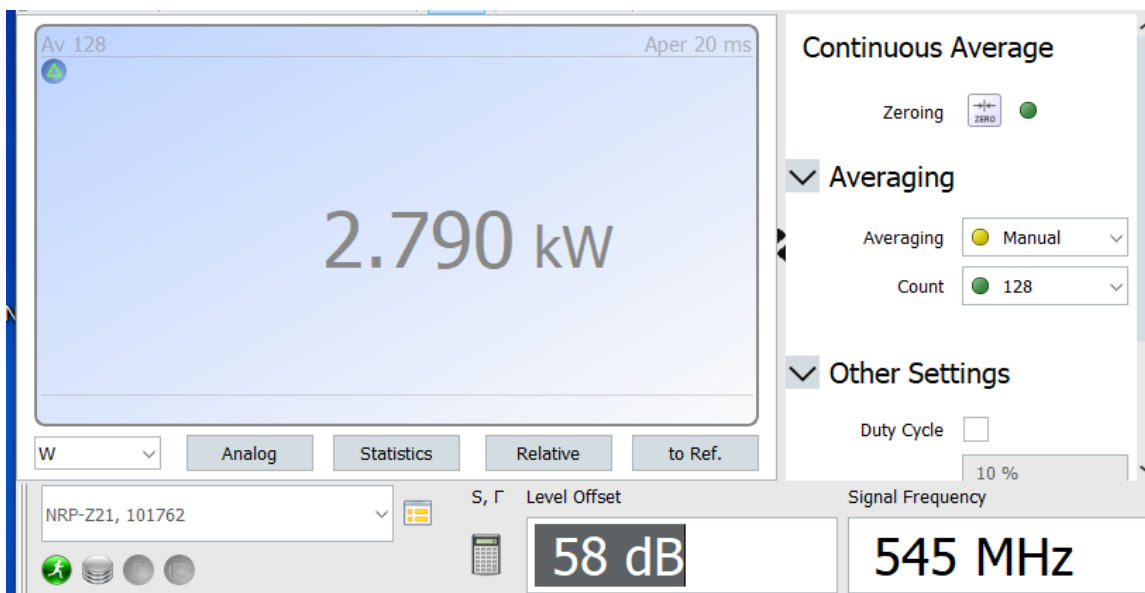
Output Power Measurements	Rated	Actual	Result
Nominal Output Power from Transmitter	2790 W	2790 W – See Section 3.4.1	Pass
Nominal Output Power after Mask Filter	2484 W	2486 W – See Section 3.4.2	Pass
Nominal Output Power Displayed on GUI	±5.00% of 2790 W	+0.72% – See Section 3.4.3	Pass
Total Coupling Attenuation at Transmitter	41.8 dB		
Total Coupling Attenuation after Mask Filter	58.0 dB		

3.3.2 Spectrum Measurements

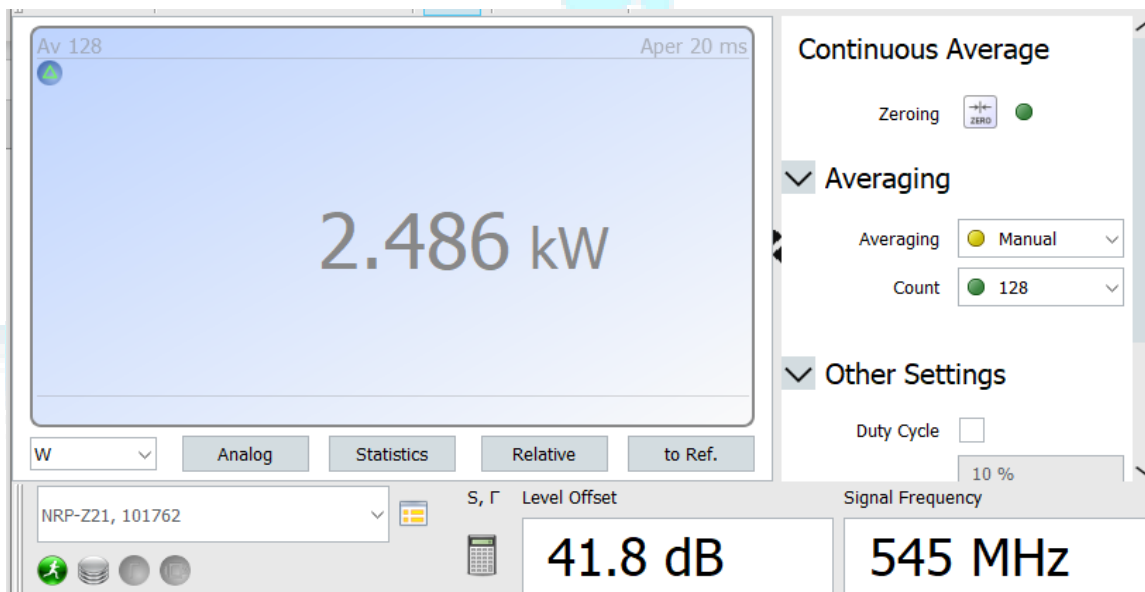
Output Power Measurements	Rated	Actual	Result
Exciter A Narrow Band FCC Mask Filter Plot	Compliant with Spec	Refer to Section 3.5.2	PASS
Exciter B Narrow Band FCC Mask Filter Plot	Compliant with Spec	Refer to Section 3.5.7	PASS
Exciter A Wide Band FCC Mask Filter Plot	Compliant with Spec	Refer to Section 3.5.3	PASS
Exciter B Wide Band FCC Mask Filter Plot	Compliant with Spec	Refer to Section 3.5.8	PASS
Exciter A Second Harmonics	$\geq -110 \text{ dB}_c$	Refer to Section 3.5.4	PASS
Exciter B Second Harmonics	$\geq -110 \text{ dB}_c$	Refer to Section 3.5.9	PASS
Exciter A Third Harmonics	$\geq -110 \text{ dB}_c$	Refer to Section 3.5.5	PASS
Exciter B Third Harmonics	$\geq -110 \text{ dB}_c$	Refer to Section 3.5.10	PASS
Exciter A Pilot Frequency Offset	$\pm 1000 \text{ Hz}$	-23 Hz – Refer to Section 3.5.1	PASS
Exciter B Pilot Frequency Offset	$\pm 1000 \text{ Hz}$	+11 Hz – Refer to Section 3.5.6	PASS

3.4 Transmitter Power Output Results

3.4.1 Total Output Power of Transmitter (TPO)



3.4.2 Total Output Power of Filter (TPOF)



3.4.3 Transmitter Displayed Output Power



3.4.4 Estimated RF Power Budget

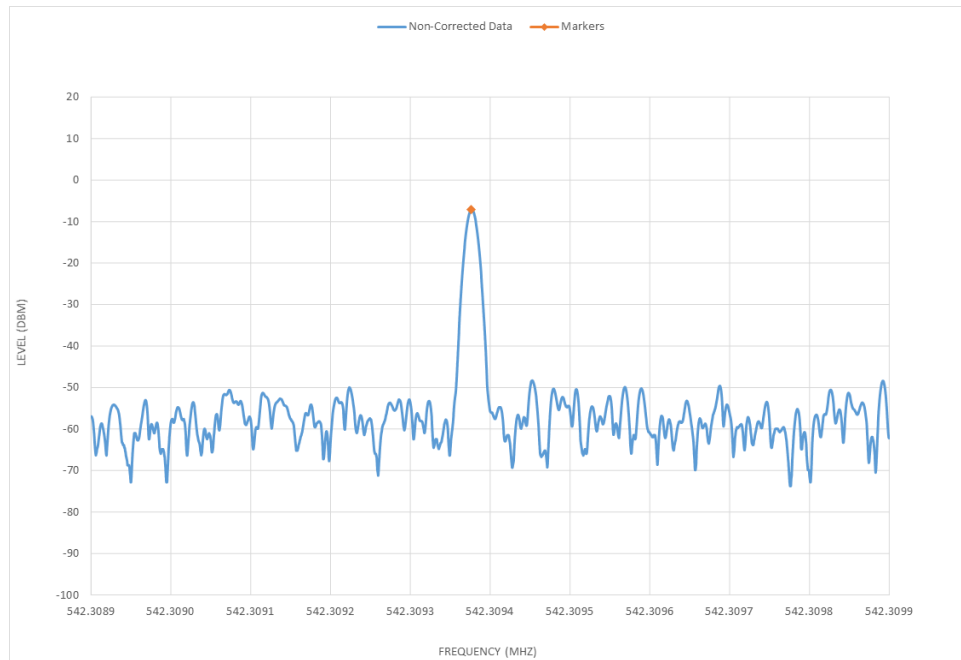
Measurement	Rated	Measured
Total Power Output (TPO) (W)	2790 W	2790 W
Total Power Output after Filter (TPOF) (W)	2484 W	2486 W

3.4.5 Transmitter Efficiency

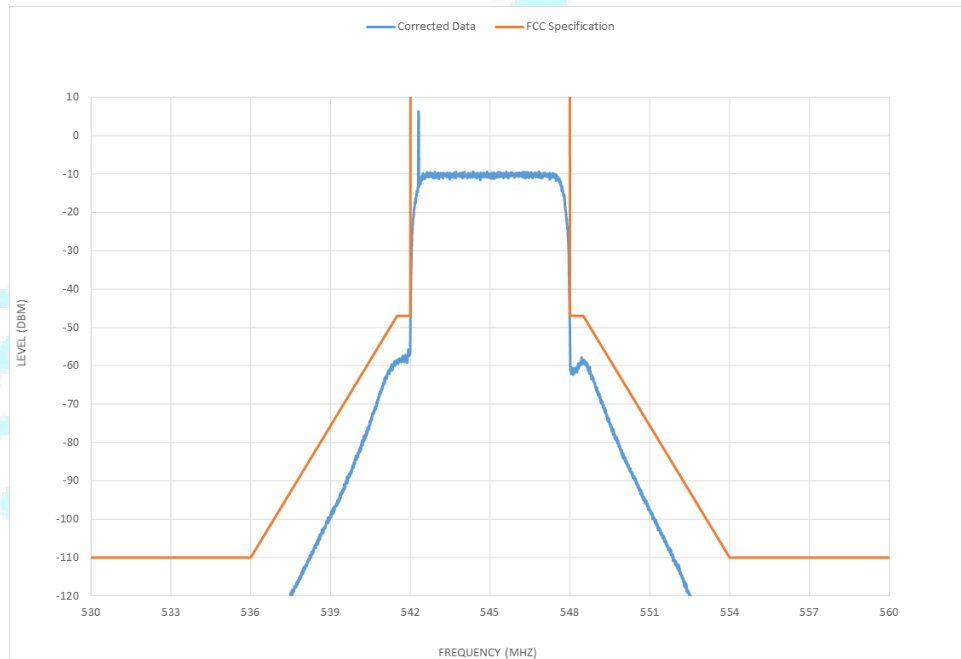
Measurement	Output Power	AC Drain	Typical Eff.	Actual Eff.
Transmitter Only	2790 W	7300 W	~40.00%	38.22%
RF System (Transmitter and Filter)	2486 W	7300 W	~35.00%	34.05%

3.5 Exciter Plots

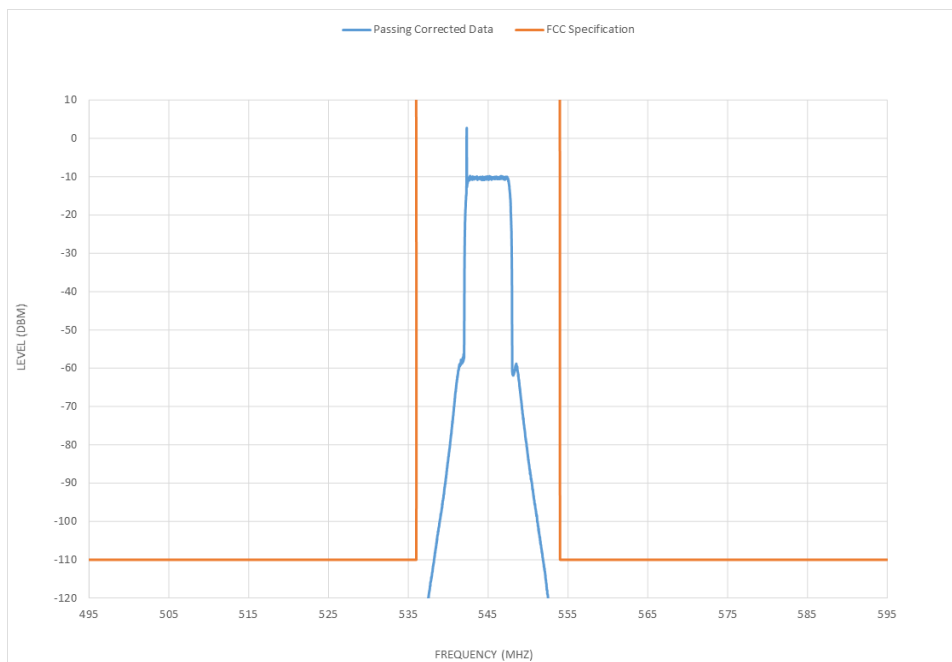
3.5.1 Exciter A - Pilot Frequency



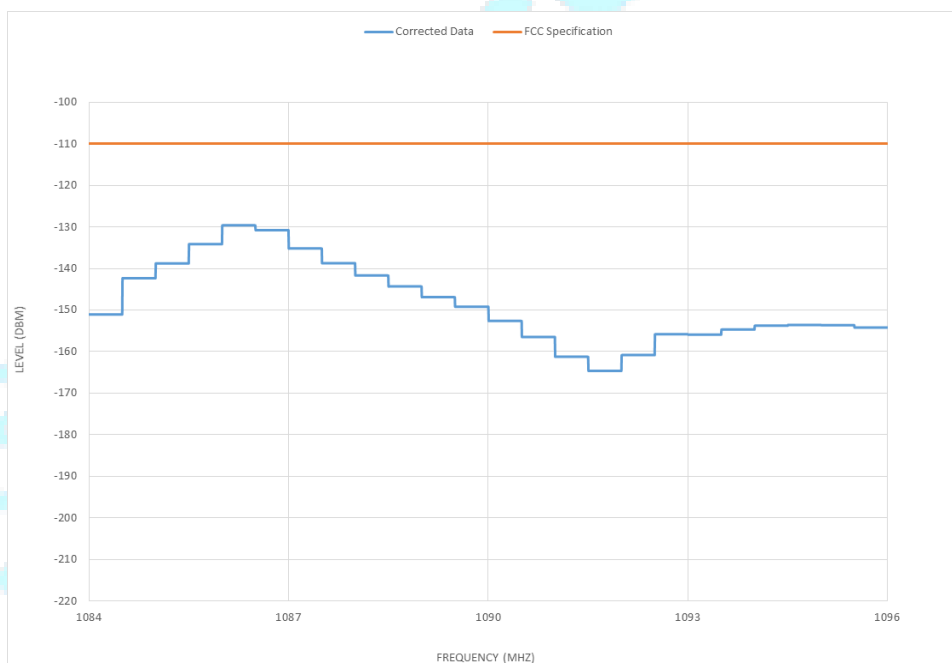
3.5.2 Exciter A - Narrow Band Mask Filter Plot



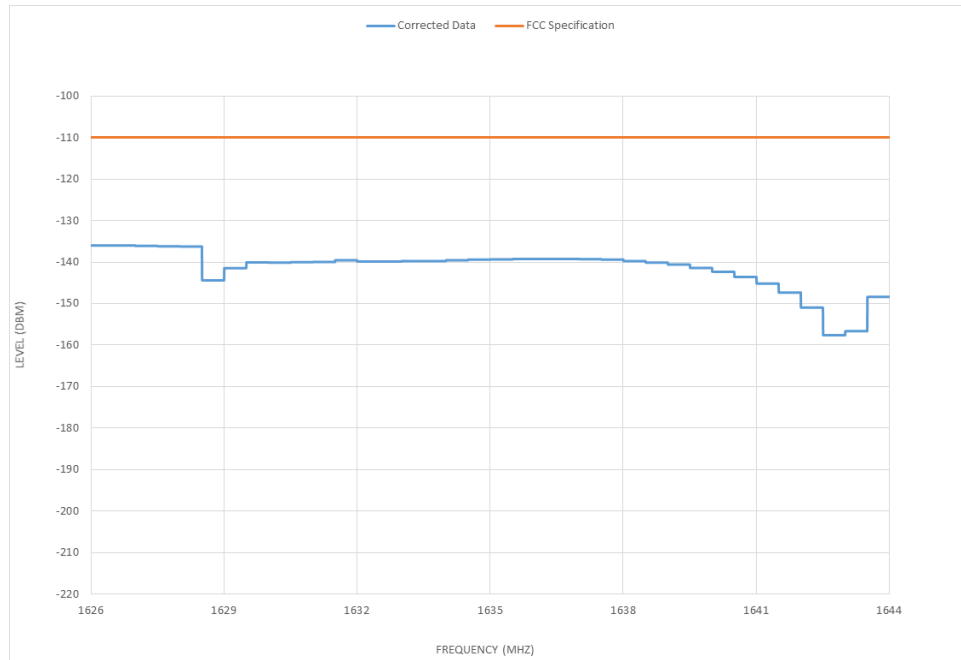
3.5.3 Exciter A - Wide Band Plot



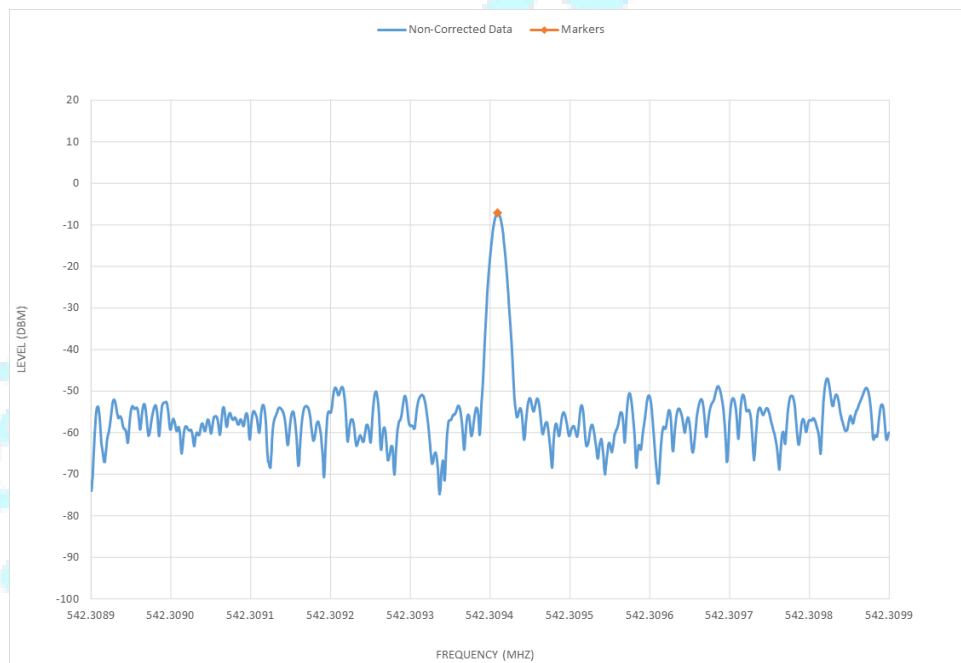
3.5.4 Exciter A - Second Harmonic Plot



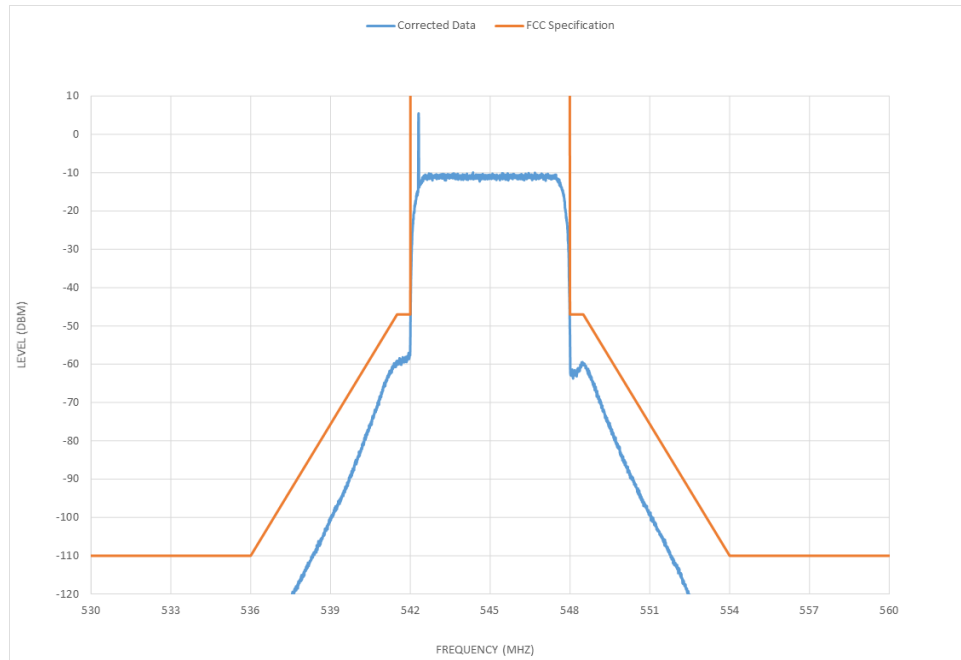
3.5.5 Exciter A - Third Harmonic Plot



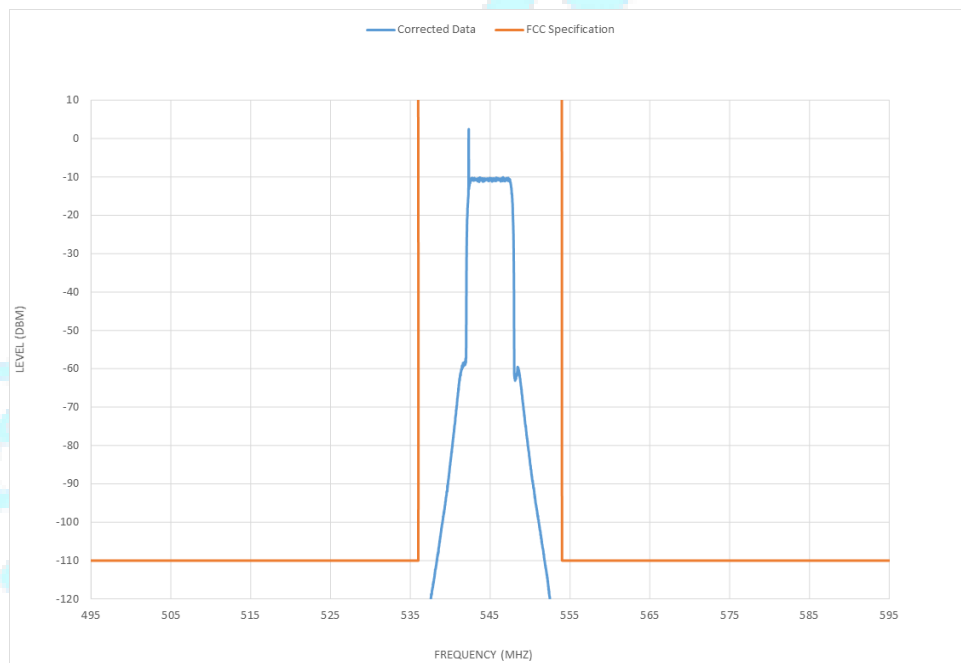
3.5.6 Exciter B - Pilot Frequency



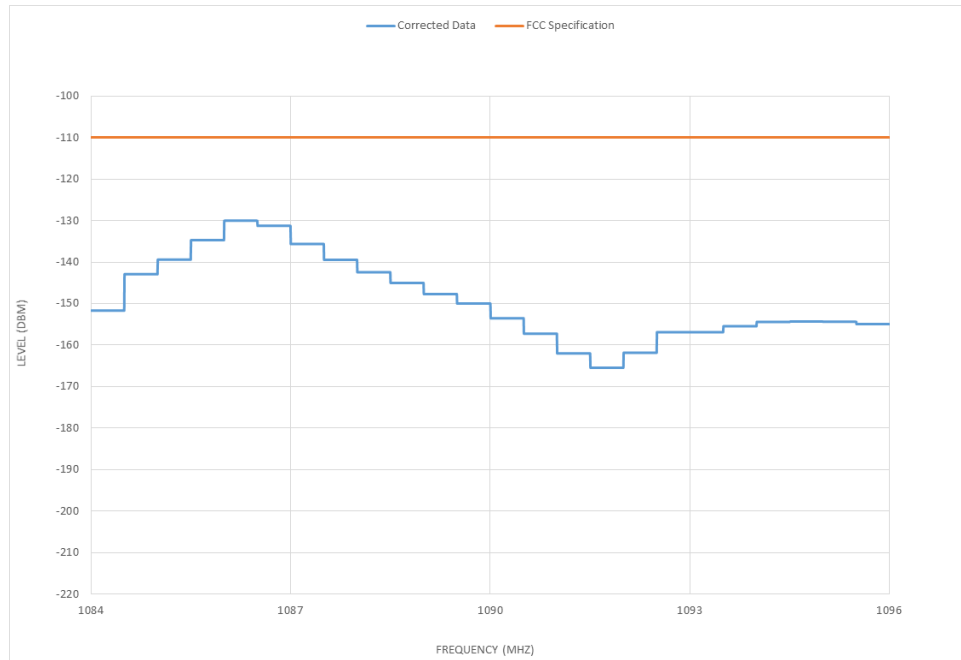
3.5.7 Exciter B - Narrow Band Mask Filter Plot



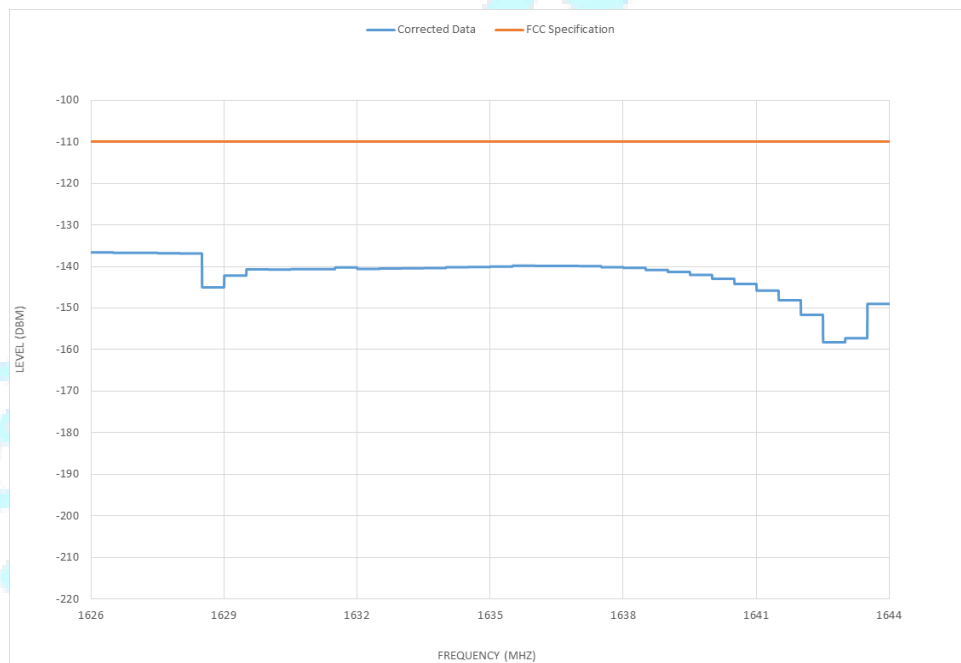
3.5.8 Exciter B - Wide Band Plot



3.5.9 Exciter B - Second Harmonic Plot



3.5.10 Exciter B - Third Harmonic Plot



3.6 Site Acceptance Tests

3.6.1 Exciter A - Site Acceptance Test Data

Measurement	Minimum	Actual	Ideal	Score	Result
Sync Lock	Yes	Yes	Yes	100.0%	Pass
Level	3.0 ±5.0 dBm	4.9 dBm	3.0 dBm	61.2%	Pass
Carrier Frequency Offset	0.0 ±1000 Hz	-22.5 Hz	0.0 Hz	97.8%	Pass
Symbol Rate Offset	0.0 ±1000 Hz	-0.3 Hz	0.0 Hz	100.0%	Pass
MER Equalizer On	30.0 dB	42.9 dB	33.0 dB	100.0%	Pass
MER Equalizer Off	27.0 dB	39.7 dB	30.0 dB	100.0%	Pass
EVM Equalizer Off	3.0%	0.7%	1.0%	100.0%	Pass
Amplitude Flatness	1.0 dB	0.3 dB	0.5 dB	100.0%	Pass
Phase	3.0°	1.6°	1.0°	71.0%	Pass
Group Delay	50.0 ns	18.6 ns	10.0 ns	78.4%	Pass
Pilot Value	1.25 ±0.2	1.27	1.25	92.5%	Pass
Pilot Signal to Data Signal	3.0 dB	11.2 dB	11.7 dB	94.0%	Pass
BER Before Reed Solomon	2.E-06%	0.E+00%	1.E-11%	100.0%	Pass
BER After Reed Solomon	1.E-09%	0.E+00%	1.E-11%	100.0%	Pass
Packet Error Ratio	1.E-06%	0.E+00%	1.E-11%	100.0%	Pass
Packet Errors per Second	3	0	0	100.0%	Pass
Lower Shoulder	47.0 dB	57.3 dB	50.0 dB	100.0%	Pass
Upper Shoulder	47.0 dB	60.5 dB	50.0 dB	100.0%	Pass
Crest	3.0 dB	8.2 dB	7.5 dB	75.0%	Pass
Transmitter Quality Value	0.0%	94.4%	100.0%	94.4%	Pass

3.6.2 Exciter A - Overview

R&S ETL Digital Overview

S/N 100757, FW 3.51

Ch: 26 UHF4/5 RF 545.000000 MHz ATSC/ATSC Mobile DTV

* Att 40 dB

ExpLvl 10.00 dBm

ATSC Parameters

	Pass	Limit	<	Results	<	Limit	Unit
	Level	-60.0		4.9		10.0	dBm
	Constellation			8VSB / Normal			
	MER (rms)	24.0		40.0		-----	dB
	MER (peak)	10.0		24.5		-----	dB
	EVM (rms)	-----		0.66		4.40	%
	EVM (peak)	-----		3.91		22.00	%
OLim	BER before RS			0.0e-7(30%/1e8)		2.0e-4	
	BER after RS			0.0e-6(10%/1e5)		1.0e-10	
	Packet Error Ratio			0.0e-4(10%/1e5)		1.0e-8	
	Packet Errors			0		1	/s
PS	Carrier Freq Offset	-30000.0		-22.6		30000.0	Hz
	Symbol Rate Offset	-10000.0		-0.4		10000.0	Symb/s
	MPEG Ts Bitrate			19.392657			MBit/s

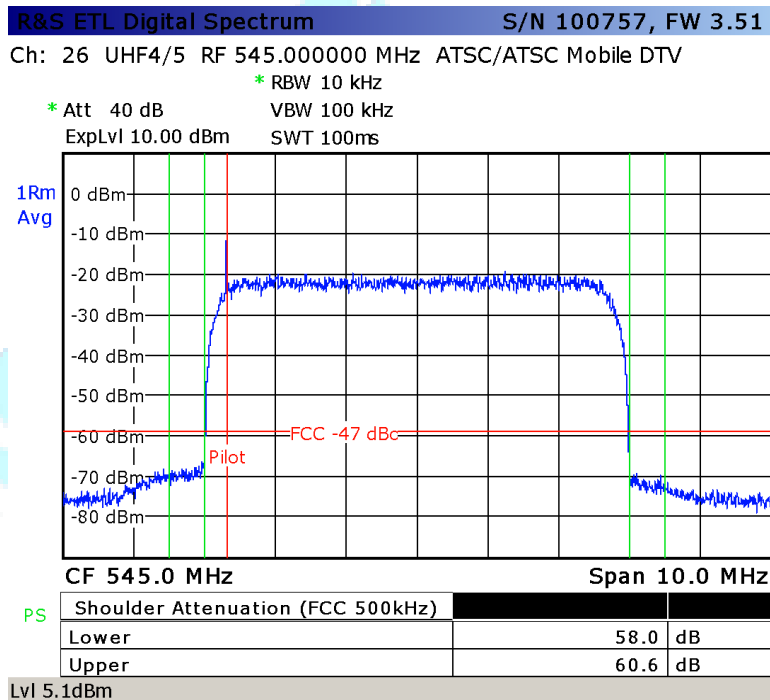
Lvl 4.9dBm | BER 0.0e-7 | MER 40.0dB

DEMOD

MPEG

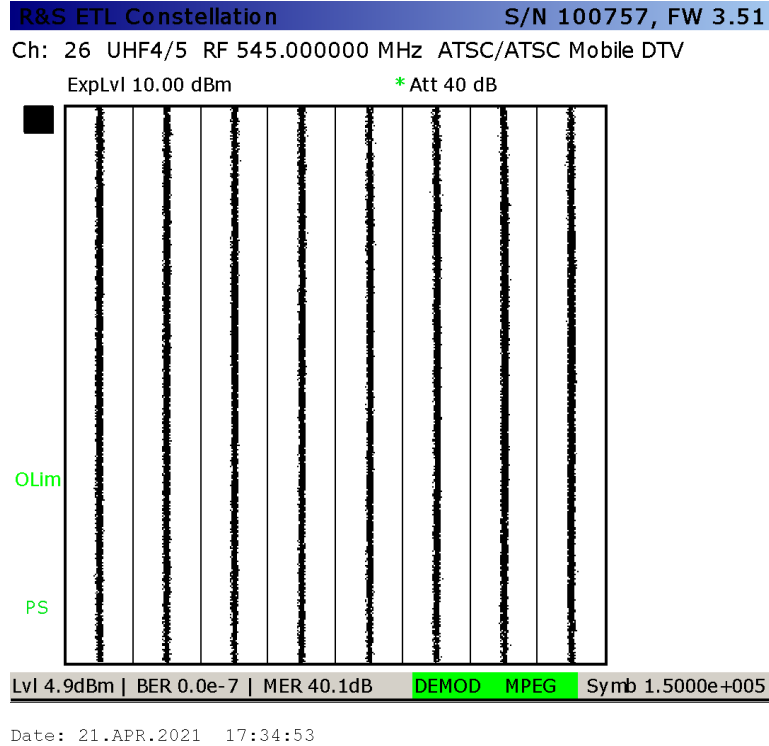
Date: 21.APR.2021 17:34:40

3.6.3 Exciter A - Spectrum

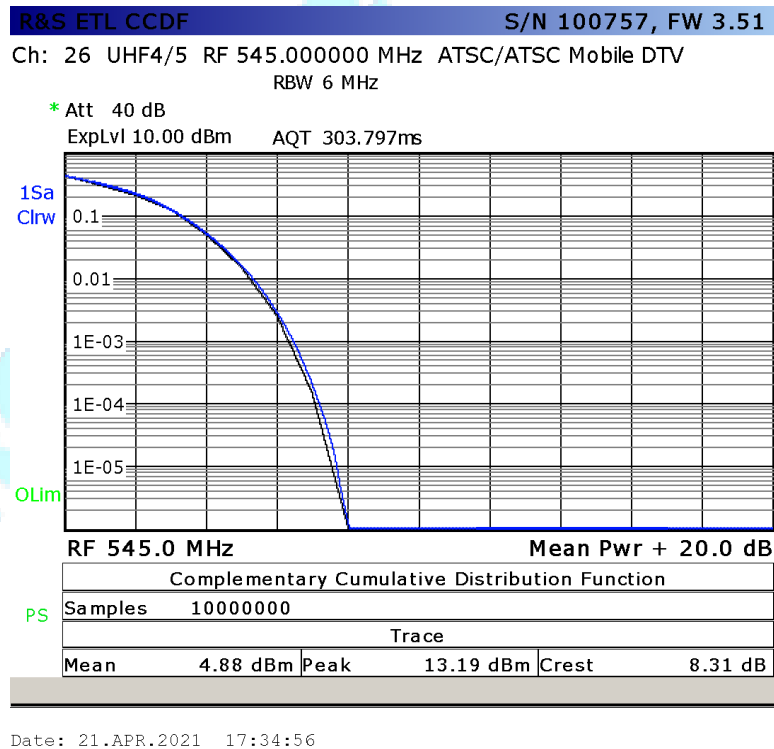


Date: 21.APR.2021 17:34:47

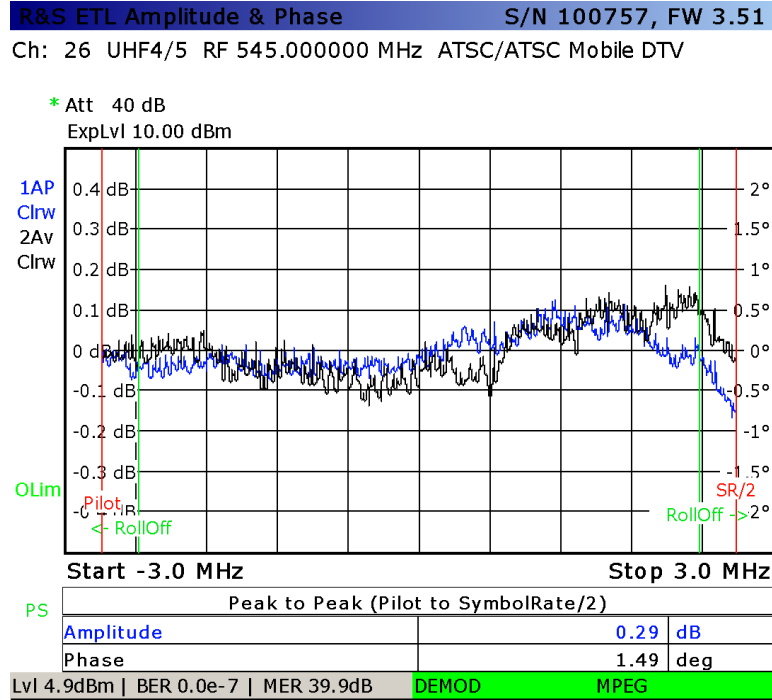
3.6.4 Exciter A - Constellation



3.6.5 Exciter A - CCDF

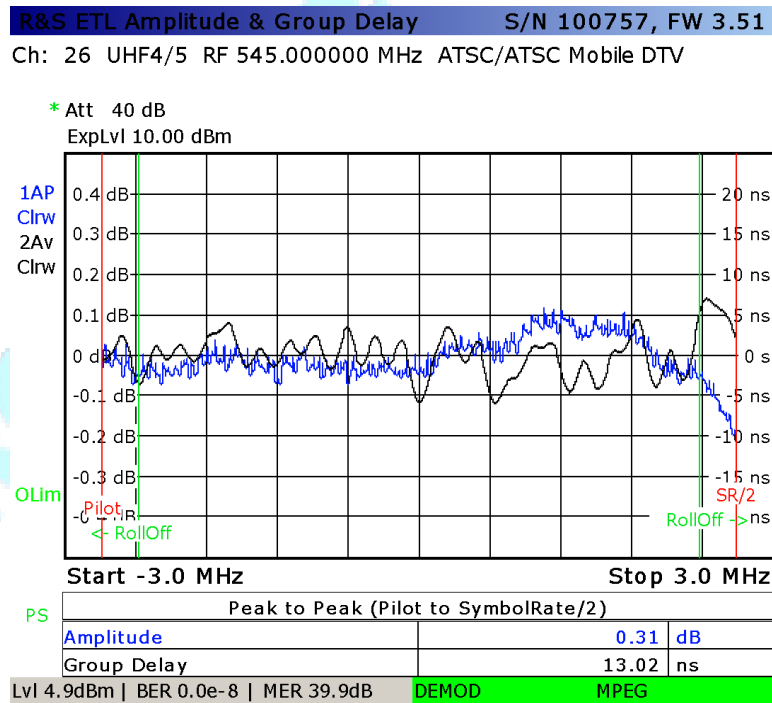


3.6.6 Exciter A - Amplitude and Phase



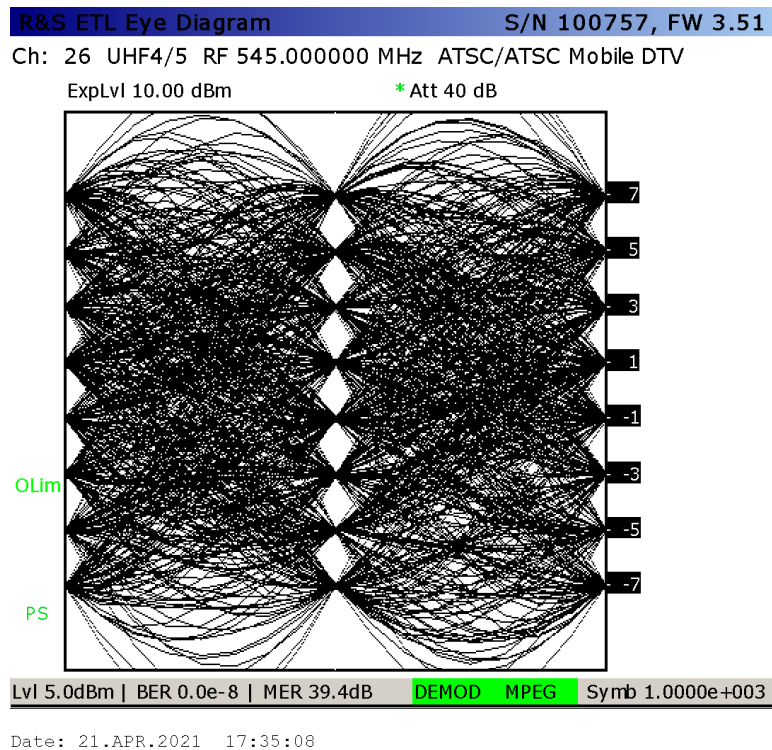
Date: 21.APR.2021 17:35:01

3.6.7 Exciter A - Amplitude and Group Delay



Date: 21.APR.2021 17:35:05

3.6.8 Exciter A - Eye Diagram



3.6.9 Exciter B - Site Acceptance Test Data

Measurement	Minimum	Actual	Ideal	Score	Result
Sync Lock	Yes	Yes	Yes	100.0%	Pass
Level	3.0 ±5.0 dBm	4.9 dBm	3.0 dBm	61.4%	Pass
Carrier Frequency Offset	0.0 ±1000 Hz	11.4 Hz	0.0 Hz	98.9%	Pass
Symbol Rate Offset	0.0 ±1000 Hz	0.2 Hz	0.0 Hz	100.0%	Pass
MER Equalizer On	30.0 dB	42.3 dB	33.0 dB	100.0%	Pass
MER Equalizer Off	27.0 dB	41.2 dB	30.0 dB	100.0%	Pass
EVM Equalizer Off	3.0%	0.6%	1.0%	100.0%	Pass
Amplitude Flatness	1.0 dB	0.2 dB	0.5 dB	100.0%	Pass
Phase	3.0°	1.2°	1.0°	88.6%	Pass
Group Delay	50.0 ns	12.0 ns	10.0 ns	94.9%	Pass
Pilot Value	1.25 ±0.2	1.26	1.25	94.7%	Pass
Pilot Signal to Data Signal	3.0 dB	11.2 dB	11.7 dB	94.4%	Pass
BER Before Reed Solomon	2.E-06%	0.E+00%	1.E-11%	100.0%	Pass
BER After Reed Solomon	1.E-09%	0.E+00%	1.E-11%	100.0%	Pass
Packet Error Ratio	1.E-06%	0.E+00%	1.E-11%	100.0%	Pass
Packet Errors per Second	3	0	0	100.0%	Pass
Lower Shoulder	47.0 dB	57.6 dB	50.0 dB	100.0%	Pass
Upper Shoulder	47.0 dB	61.0 dB	50.0 dB	100.0%	Pass
Crest	3.0 dB	8.2 dB	7.5 dB	77.6%	Pass
Transmitter Quality Value	0.0%	96.8%	100.0%	96.8%	Pass

3.6.10 Exciter B - Overview

R&S ETL Digital Overview

S/N 100757, FW 3.51

Ch: 26 UHF4/5 RF 545.000000 MHz ATSC/ATSC Mobile DTV

* Att 40 dB
ExpLvl 10.00 dBm

ATSC Parameters

	Pass	Limit	<	Results	<	Limit	Unit
	Level	-60.0		4.9		10.0	dBm
	Constellation			8VSB / Normal			
	MER (rms)	24.0		41.3		-----	dB
	MER (peak)	10.0		23.5		-----	dB
	EVM (rms)	-----		0.56		4.40	%
	EVM (peak)	-----		4.35		22.00	%
OLim	BER before RS			0.0e-7(30%/1e8)		2.0e-4	
	BER after RS			0.0e-6(10%/1e5)		1.0e-10	
	Packet Error Ratio			0.0e-4(10%/1e5)		1.0e-8	
	Packet Errors			0		1	/s
PS	Carrier Freq Offset	-30000.0		11.7		30000.0	Hz
	Symbol Rate Offset	-10000.0		0.2		10000.0	Symb/s
	MPEG Ts Bitrate			19.392658			MBit/s

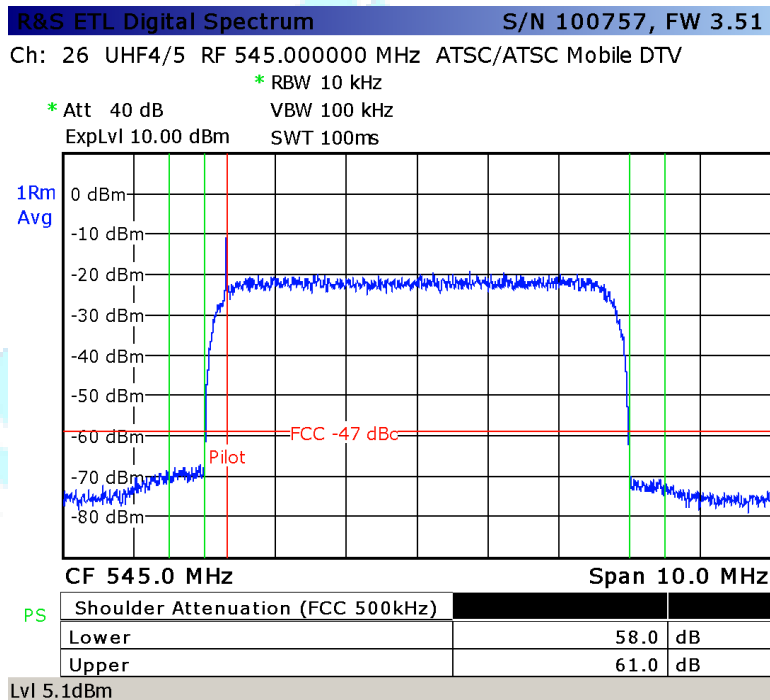
Lvl 4.9dBm | BER 0.0e-7 | MER 41.3dB

DEMOD

MPEG

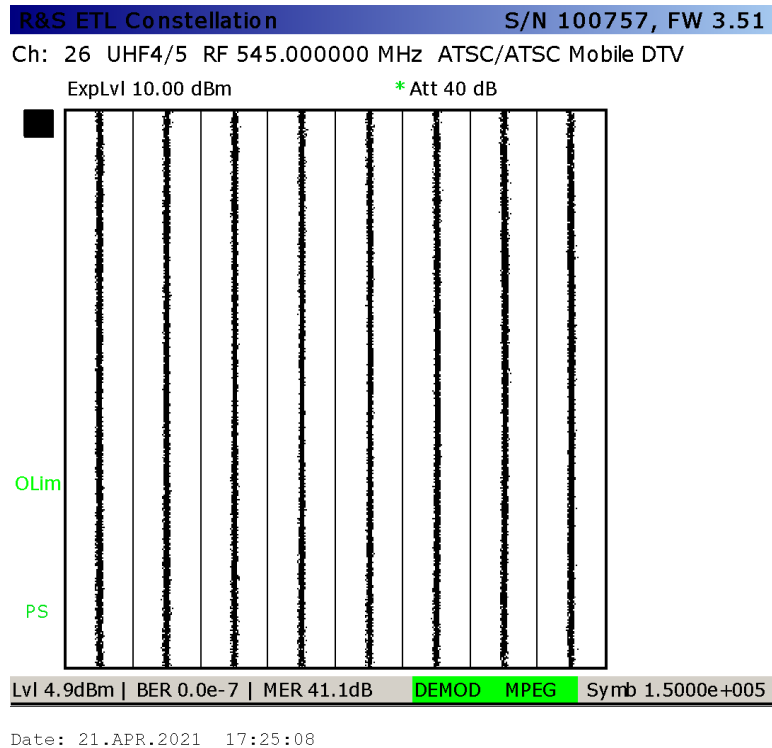
Date: 21.APR.2021 17:24:55

3.6.11 Exciter B - Spectrum

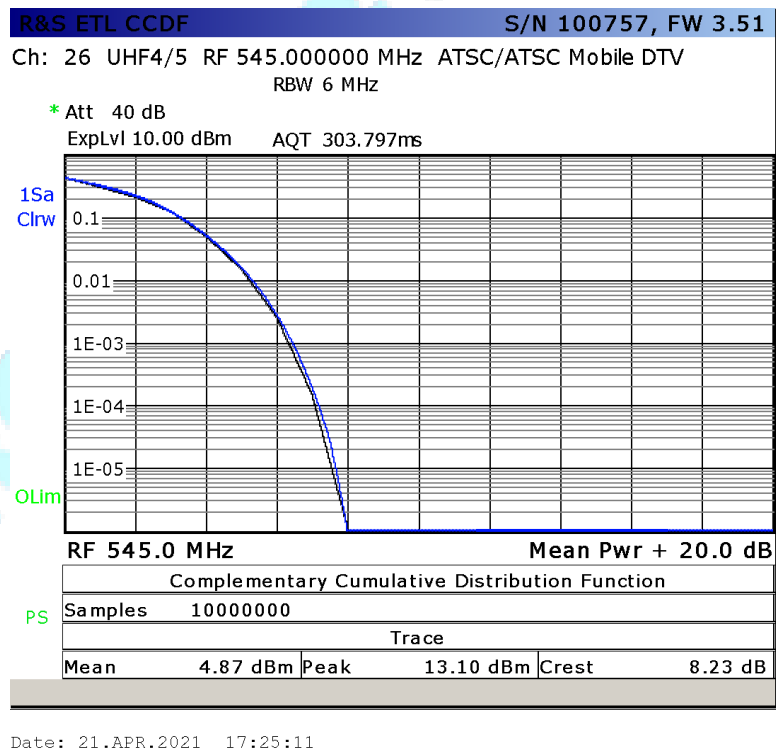


Date: 21.APR.2021 17:25:02

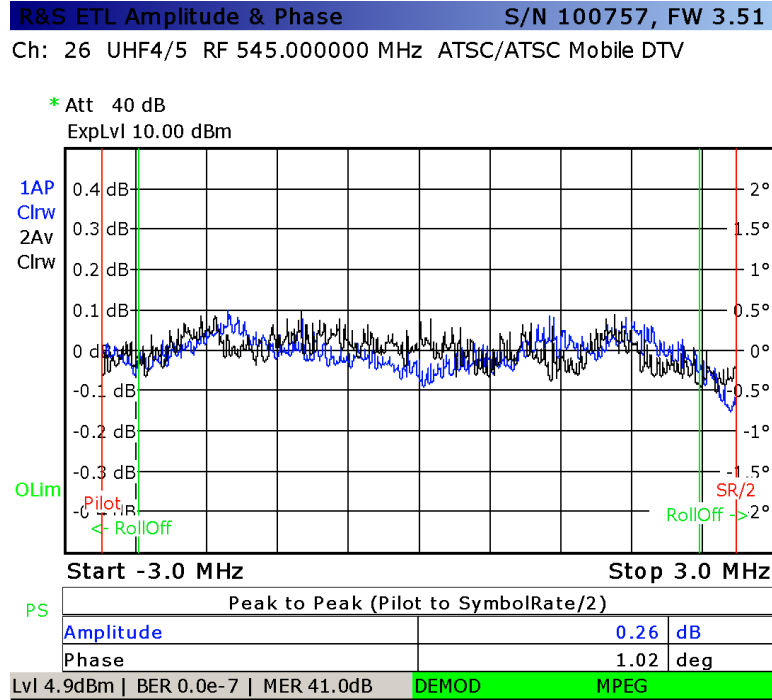
3.6.12 Exciter B - Constellation



3.6.13 Exciter B - CCDF

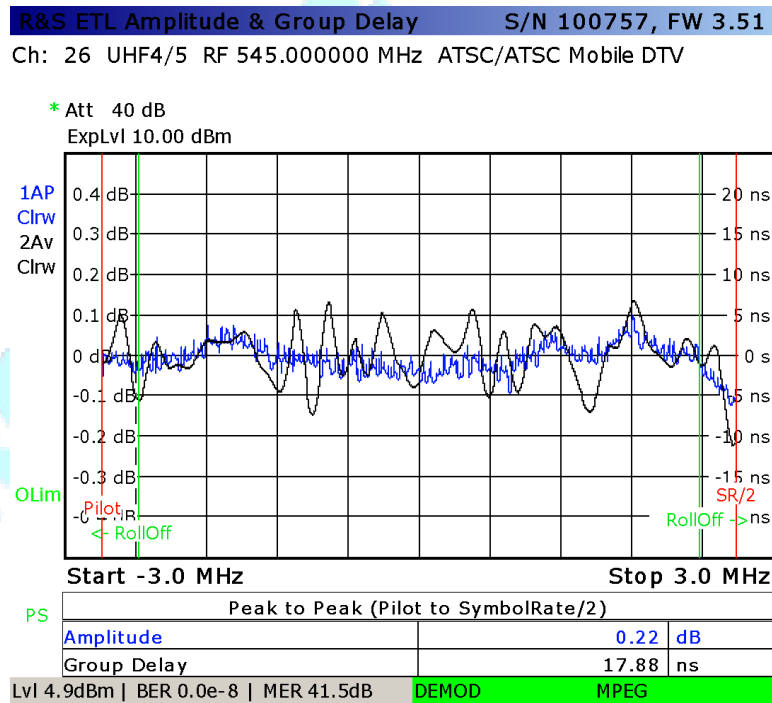


3.6.14 Exciter B - Amplitude and Phase



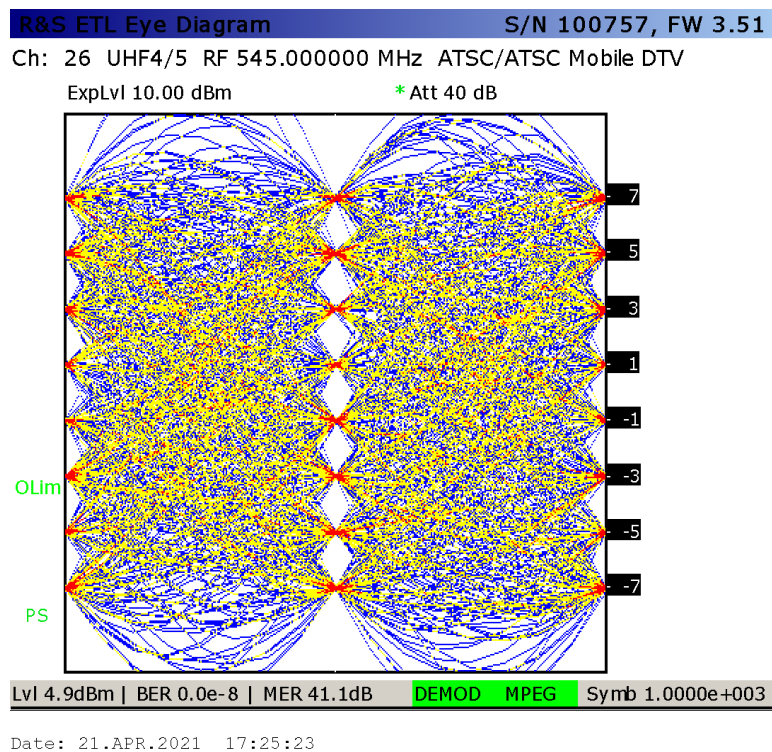
Date: 21.APR.2021 17:25:16

3.6.15 Exciter B - Amplitude and Group Delay



Date: 21.APR.2021 17:25:20

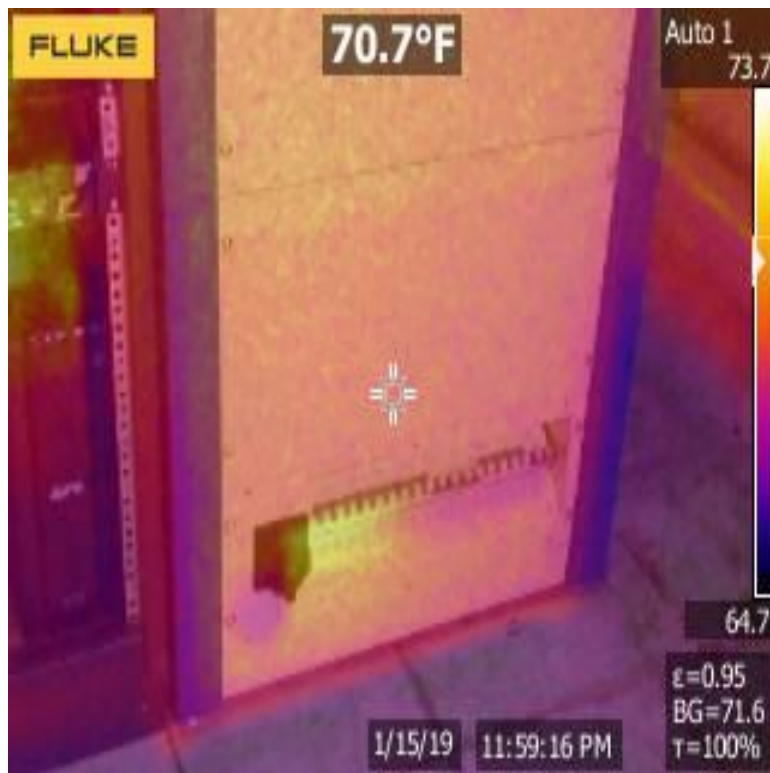
3.6.16 Exciter B - Eye Diagram

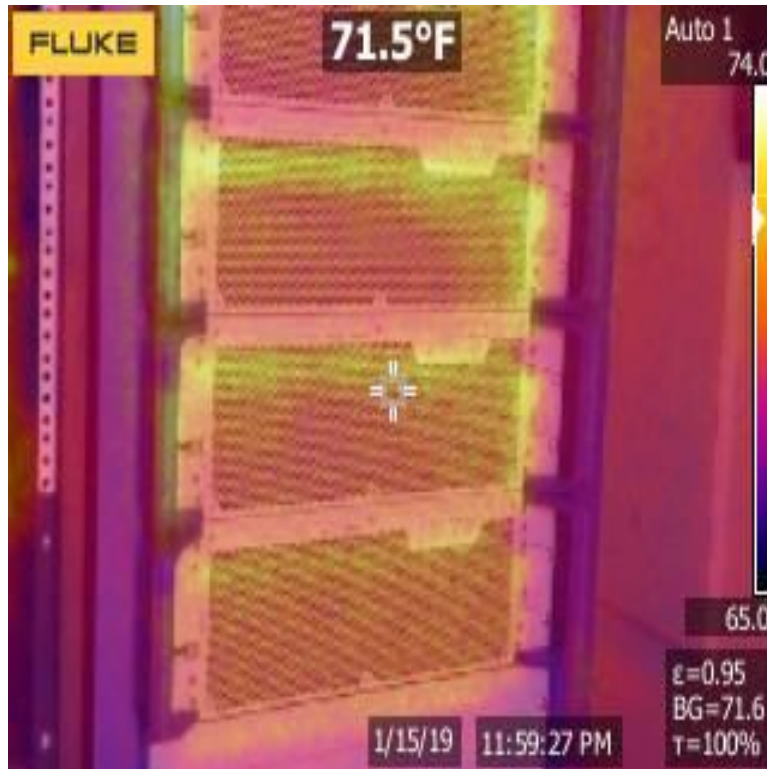


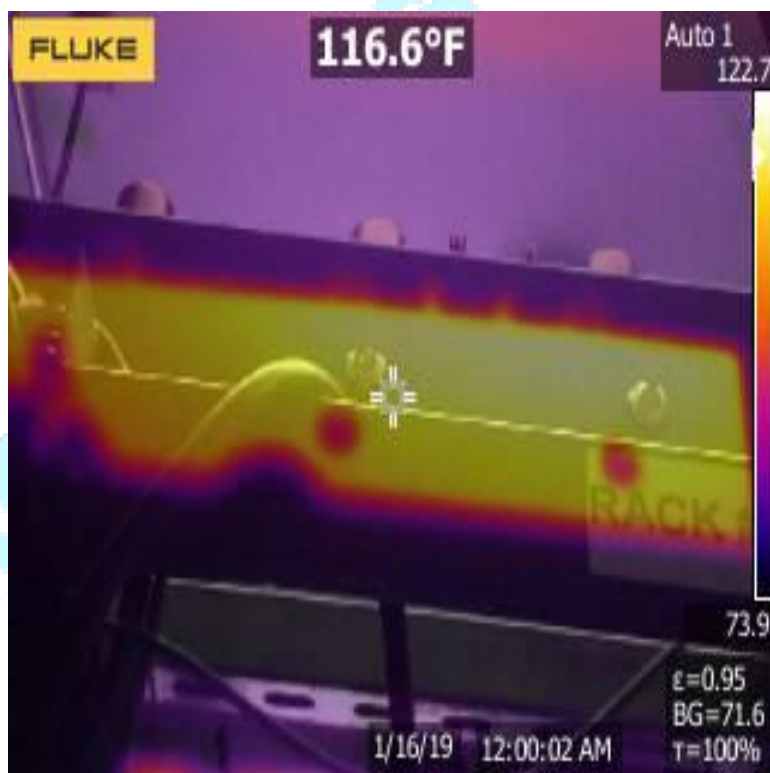
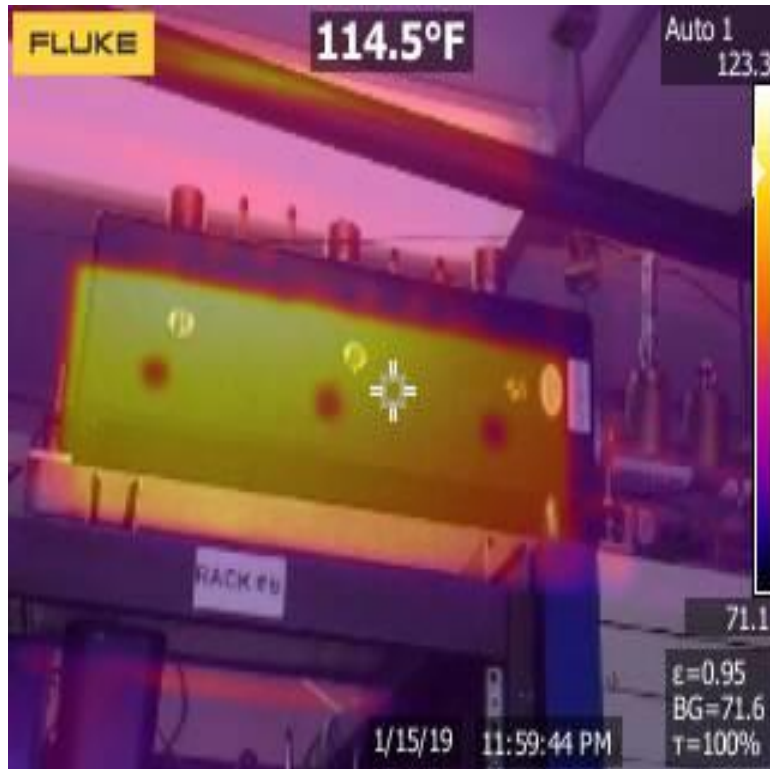


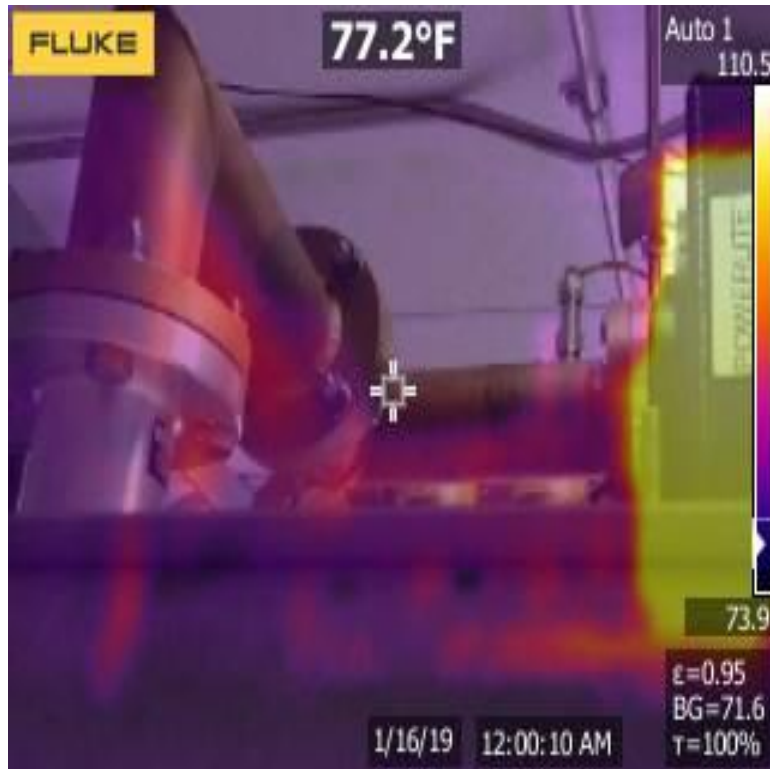
3.7 Thermal Images

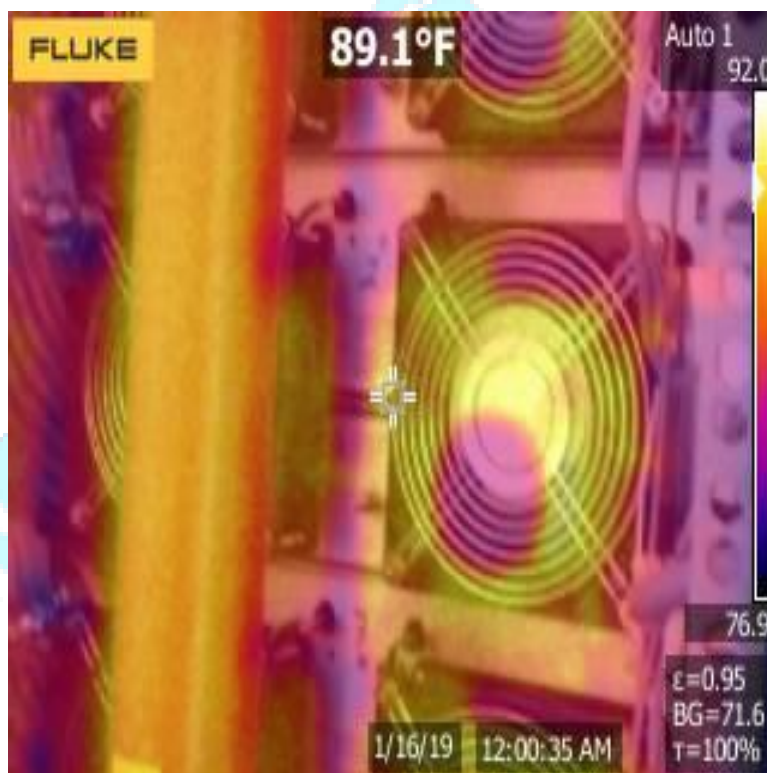
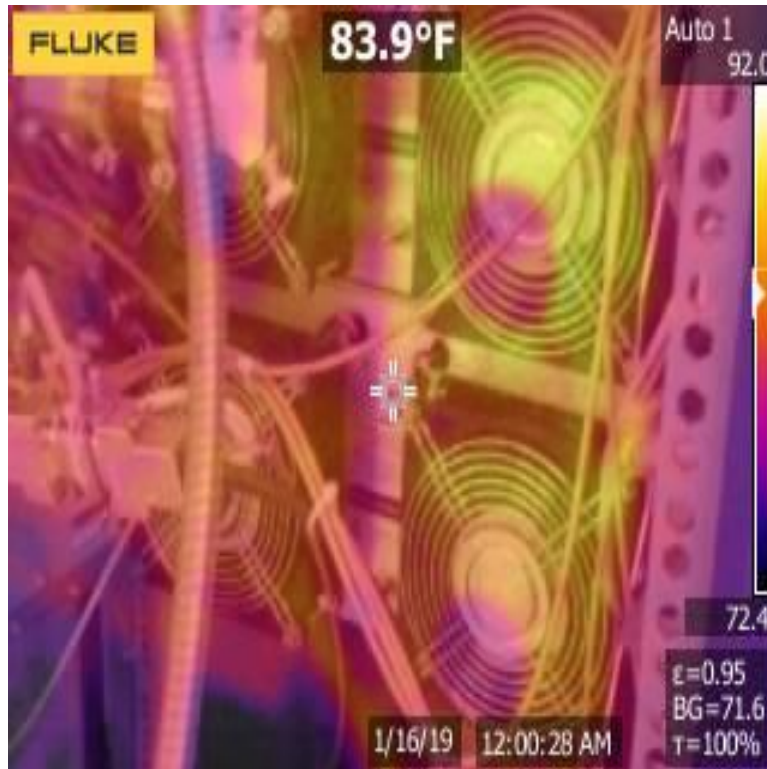
3.7.1 Various Thermal Images





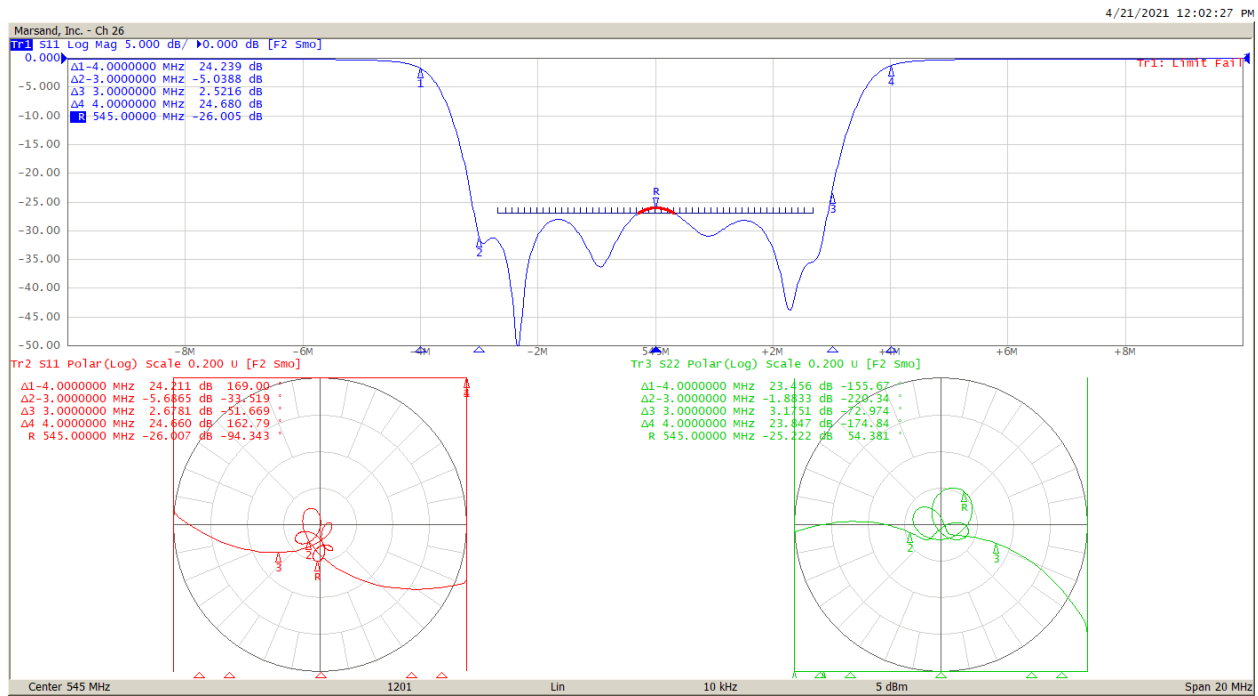








3.8 Filter Measurements



3.9 FCC Limits

3.9.1 Out of Channel Requirements

Full Service transmitters should meet the following Out-of-Channel Emissions requirements [FCC 47CFR§73.622(h)]:

- a) In the range between $\frac{1}{2}$ the width of the Resolution Bandwidth filter used and 500 kHz from the Channel Edge:

$$\text{Emissions} \leq -47 \text{ dB}_{\text{DTV}} \text{ (4)}$$

- b) More than 6 MHz from the Channel Edge:

$$\text{Emissions} \leq -110 \text{ dB}_{\text{DTV}} \text{ (5)}$$

- c) At any frequency between 500 kHz and 6 MHz from the Channel Edge:

$$\text{Emissions} \leq -(11.5(|\Delta F| - 0.5) + 47) \text{ dB}_{\text{DTV}} \text{ (6)}$$

Where:

ΔF is the frequency difference, in MHz, from the Channel Edge

3.9.2 Notes for all Masks

Note 1: Measurements need not be made any closer to the Channel Edge than one half of the width of the Resolution Bandwidth filter used in the measurement instrument.

Note 2: While Figure 3, Figure 4, and Figure 5 depict only the band of frequencies near the transmitter's output signal, the FCC's ultimate attenuation requirement specifically applies to all Emissions greater than 6.0 MHz away from the transmitter's Channel Edges, including harmonics, sub-harmonics or other spurious signals.

Note 3: The FCC accepts measurements made using one of two methods [FCC Public Notice DA-05-1321A1, May 10, 2005, "OET Clarifies Emission Mask Measurement for DTV Transmitters"]:

Method 1: Measure the Emissions in a narrow Resolution Bandwidth (30 kHz, 10 kHz or narrower). Either scale the measured power to a 500 kHz bandwidth based on IEEE P1631™/D3, February, 2008 $10 \log(500 \text{ kHz/noise bandwidth of the resolution filter})$ or scale the measured attenuation (i.e., $10 \log(\text{measured power/total signal power})$) based on $10 \log(\text{noise bandwidth of the resolution filter/500 kHz})$. These values are then compared point by point to the emission mask.

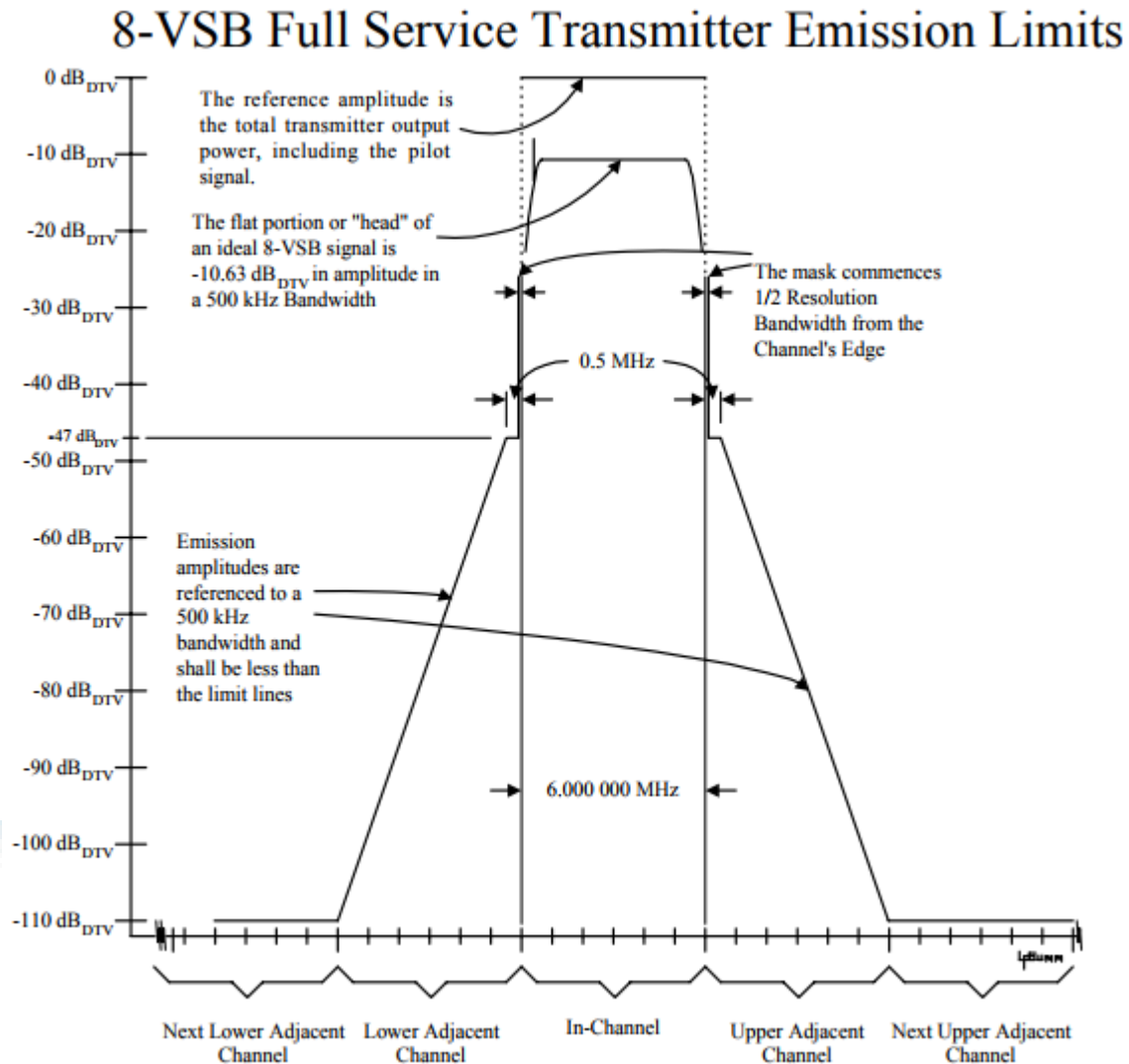
Method 2: Sum the power across a 500 kHz window in order to implement an effective measurement bandwidth of 500 kHz; this power is then compared to the emission mask value computed for the center frequency of the 500 kHz Sub-Band. This method may be performed either by manually summing the measurements or by using a measurement instrument's Band Power Measurement function. It is sufficient to measure a contiguous sequence of twelve 500 kHz windows across each adjacent Channel, plotting the measured value at the center of the 500 kHz Sub-Band window.

The FCC allows a single method to be used for all measurements, or, if desired, one of the above methods may be employed in the 500 kHz window adjacent to each Channel Edge and the other method for all other measurements further from the Channel Edge. The FCC requires that the frequency bin spacing on the measurement test instrument is to be less than or equal to the Resolution Bandwidth as displayed.



Note 4: Mask measurements performed in accordance with IEEE-1631-2008 section 4.6.2 using method 4.6.5 (described above). To overcome the limitations of direct measurement with the test equipment, the spectral response was measured prior to the mask filter with a RBW of 10 kHz, span of 30 MHz and utilizing 6001 points. The mask filter was directly swept using a 30 MHz span and utilizing 6001 points. The data from both sweeps are imported into a spreadsheet, corrected for RBW and coupler frequency response on a point by point basis. The result is then plotted against the FCC mask requirements for verification of mask compliance.

3.9.3 Transmitter Emission Limit Diagram





3.9.4 Notes for Harmonic Measurement

Note 1: A coupler was characterized at the fundamental, two times the fundamental and three times the fundamental. A reference value is then measured for the fundamental using a spectrum analyzer. A characterized high pass filter is then inserted between the spectrum analyzer and the coupler to avoid overloading the spectrum analyzer. Measurements are taken at two and three times the fundamental and a spreadsheet is used to derive the resultant level output at these bands.

3.9.5 Notes for Pilot Frequency Measurement

Note 1: Measurement values of less than 100 HZ RBW and VBW shall be used.

Note 2: When available, the test equipment shall be locked to a GPS provided 10MHz reference. The minimum acceptable method is to have the device under test and the transmitter locked to a shared 10MHz reference.



Appendix A - Notes

[illegible]


North Texas Public Broadcasting -KERA

Tower Rent
mjangano@kera.org

Molly Jangano

 Oct
2021

\$ 3,000.00

NET DUE:	<u>\$3,000.00</u>	<i>Payable Upon Receipt</i>
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Approved by Eddie Hedge

01/06/2022

1- 5630 : \$3000 | Description : WF TV Tower Rental

REMIT TO ADDRESS:

Nexstar Broadcasting, Inc.
P.O. Box 840185
Dallas, TX 75284-840185

Attachment 3(c)

LEASE AGREEMENT

This Lease Agreement (“**Agreement**”), dated this 15th day of March, 2021, is entered into between Nexstar Broadcasting, Inc., a Delaware corporation (“**Landlord**”), and North Texas Public Broadcasting, Inc. d.b.a. KERA (“**Tenant**”). Landlord and Tenant are each a “**Party**” and collectively the “**Parties**”.

WHEREAS, Landlord owns that certain real property located at 4500 Seymour Hwy. (the “**Property**”) on which Landlord has constructed (x) a telecommunications tower, [identified by the Federal Communications Commission (“**FCC**”) as Antenna Structure Registration Number 1044169 (“**Tower**”) and (y) a building that, *inter alia*, houses transmission systems used for the operation of broadcast stations (“**Building**” and collectively with the Tower, the “**Premises**”).

WHEREAS, Tenant desires to install an antenna and a 3 rack or less footprint, on the Premises, together with wiring, cabling, and other related equipment, and Landlord is willing to permit same, subject to the terms and conditions herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a right for use of the Premises and a non-exclusive access easement for ingress and egress to the Premises solely for the purpose set forth in Section 2 below. Notwithstanding anything in this Agreement to the contrary, Tenant acknowledges and understands that Tenant has no real property interest as a result of this Agreement and that this Agreement constitutes a mere license entitling Tenant to the rights and privileges set forth herein as contractual interests of a personal property nature.

2. **Use.**

(a) Tenant operates broadcast station KERA (“**Station**”). Tenant may use the Premises solely for the installation, operation, maintenance and repair of (i) Tenant’s TV antenna to be located at 480 feet above the ground on the Tower, (ii) Tenant’s transmitter equipment which will occupy no more than 65 square feet in the Building, and (iii) such cables and feed lines as necessary to run from the transmitter to the antenna (the foregoing collectively “**Tenant’s Equipment**”), for the operation of the Station. Tenant and Tenant’s employees, officers, agents, contractors, and licensees will have the right to use the access roads from the nearest public roadway to the Premises. Title to Tenant’s Equipment will be held by Tenant. A list of Tenant’s Equipment is set forth in Exhibit 1 attached hereto and incorporated herewith. Tenant’s Equipment will remain Tenant’s personal property and is not fixtures. Tenant acknowledges that equipment, if any, furnished by Landlord will at all times remain Landlord’s personal property and will not, for any purpose, be considered Tenant’s personal property.

(b) Subject to Section 8(e), Tenant has the right to remove Tenant’s Equipment at its sole expense at all times during the Term of this Agreement and on or before the expiration or earlier termination of the Agreement. Tenant will promptly repair any damage any portion on the Premises caused by such removal. In the event Tenant has not completely vacated the Premises

by such expiration or termination date then, Tenant will be a tenant at will and subject to the provisions of Section 21.

(b) Tenant accepts the Premises “as is” and “where is” and Landlord hereby disclaims any and all warranties and representations of title, fitness, suitability or condition in connection with the Premises, express or implied, now or in the future. Tenant hereby acknowledges and agrees that acts of God and interference from nearby transmitter system equipment, are not the fault of Landlord, provided that such interference is not caused by the willful misconduct of Landlord.

(c) Tenant agrees that any changes to Tenant’s Equipment is subject to Sections 7 and 9 below. Tenant agrees to keep Landlord informed of all changes to the Tenant’s Equipment.

(d) Tenant will not use, occupy, or permit the Premises to be used or occupied in any manner in violation of any law, ordinance or regulation affecting the Property and/or the Premises, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible for Landlord to obtain fire or other insurance thereon. Tenant acknowledges and agrees that Tenant’s operations on the Premises will be solely for Tenant’s own use and under no circumstances will such use be shared with, or be used by or for the benefit of (whether directly or indirectly), any other person or entity, including, any other person or entity with which Tenant has a marketing, management, joint venture infrastructure-sharing or other contractual arrangement.

(e) Tenant will install, maintain and operate Tenant’s Equipment in a safe, workmanlike, reasonably aesthetic, proper and lawful manner, as well as in conformance with all applicable ordinances, laws, rules and regulations of any city, state, county or federal instrumentality or agency having jurisdiction over the use and Tenant’s operations of the Premises, including but not limited to any requirements of the FCC and the Wichita Falls, Wichita County of Texas. Any damage to the Property caused by the installation, maintenance and operation of the Tenant’s Equipment or the removal of Tenant’s Equipment, whether by Tenant, its employees, or its contractors, will be repaired by Tenant at its sole cost and expense.

3. Term. The initial term of this Agreement is for 5 years commencing on the date hereof (“**Commencement Date**”) and expiring at 12:01 a.m. on the 5th anniversary of the date hereof (“**Initial Term**”), unless otherwise terminated pursuant to the terms of this Agreement. Tenant shall have the right to extend the term for two (2) additional periods of 5 years (each such extension a “**Renewal Term**”) on the same terms and conditions as set forth herein. This Agreement will automatically be extended for the Renewal Term unless Tenant notifies Landlord of its intention not to renew at least one hundred and twenty (120) days prior to commencement of the succeeding Renewal Term. The Initial Term and any Renewal Term are collectively the “**Term**.”

4. Rent.

(a) Rent. During the Term, Tenant will pay to Landlord rent (“**Rent**”) monthly in advance in the amount of \$3,000 per month without setoff, counterclaim or demand on the (or before) first day of each the month during the Term. In the event that the Commencement Date is any day other than the first day of a calendar month or the Term ends on any day other than the

last day of a calendar month, the Rent will be pro-rated on a per diem basis. The Rent will increase yearly on each anniversary of the Commencement Date by 3% percent each year during the Term. Rent will be payable to Landlord at P.O. BOX 4888 Wichita Falls, Texas 76308 Attn: Accounts Receivable, or such other address as Landlord may designate in writing.

(b) Late Payments. Tenant hereby acknowledges that late payment by Tenant to Landlord of the Rent or any other sums due hereunder will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any Rent or other sums due from Tenant will not be received by Landlord within three (3) business days of the due date, then, without any requirement for notice to Tenant, Tenant will pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The Parties agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur for reason of a late payment by Tenant. Acceptance of such late charge by Landlord will in no event constitute a waiver of Tenant's default with respect to such overdue amount nor will it prevent Landlord from exercising any of its other rights or remedies granted pursuant to this Agreement.

5. Access; Utilities; Maintenance.

(a) Access.

(1) Landlord reserves the right for itself and/or its duly authorized agents and representatives at all times during the Term to enter upon the Premises for any and all purposes provided that (x) Landlord provides Tenant with at least two (2) business days prior notice of such entry (provided that Landlord will not be required to give Tenant advance notice of its intent to access (i) the Building, the Tower or other portion of the Property outside of the Premises for purposes unrelated to Tenant's use of the Premises or (ii) in the event of an emergency, provided Landlord will provide Tenant with notice of its entry for emergency purpose as promptly as possible and no later than 48 hours after such entry) and (y) Landlord uses commercially reasonable efforts to minimize material disruption to Tenant's operations and use of the Premises. If Landlord or its duly authorized agents or representatives cause damage to the Premises, Landlord agrees to promptly repair such damage at its own cost and expense, failing which Tenant will have the right to do so, upon providing Landlord with five (5) days prior written notice, at Landlord's sole cost and expense.

(2) Subject to the terms and conditions of this Agreement, Landlord grants Tenant the right to enter the Premises, twenty-four (24) hours a day, seven (7) days a week, during the Term for the purpose of operating, installing, maintaining, and repairing the Tenant's Equipment; provided, however, any access to the Tower will be in conformance with Section 8(f). Except in cases of emergency, Tenant will disclose in writing the name and telephone numbers of each employee, representative or agent of Tenant that will have access to the Premises to Landlord's chief engineer (or such other person as may be designated by Landlord) at least two (2) business days prior to that individual's first entry upon the Property. In the event of an emergency, Tenant will provide Landlord's chief engineer with the requisite information no more than 24 hours after said entry. If Landlord's chief engineer notifies Tenant in good faith in writing that any disclosed person is not to be allowed access to the Premises, Tenant will not allow that

person access unless accompanied by a representative of Landlord or such other person approved by Landlord. If Tenant or its authorized agents or representatives cause damage to the Property or the Premises, Tenant agrees to promptly repair such damage at its own cost and expense, failing which Landlord will have the right to do so upon providing Tenant with five (5) days prior written notice, at Tenant's sole cost and expense.

(3) Tenant will ensure that its authorized technicians observe all reasonable security and safety procedures, now or in the future placed in effect, by Landlord. Such procedures may include, but are not limited to, a sign-in/sign-out log. Any failure by Tenant to properly secure the Property (e.g., lock doors and gates) upon exit from the Property will be considered a material breach of this Agreement.

(b) No Firearms. Tenant acknowledges that no person accessing the Property may bring firearms or weapons of any type in or upon the Property, and no person is permitted to engage in hunting or fishing of any type while on or about the Property.

(c) Utilities. Tenant will obtain separate utility service from any utility company that provides service to the Premises, and Tenant will be solely responsible for all payments for the utilities it consumes in its operations.

(d) Maintenance. Tenant will perform all repairs necessary to keep Tenant's Equipment in good condition and consistent with the industry standards for the maintenance and operation of such system and its components. Tenant will maintain the Premises and conduct its activities on the Property in a neat and clean condition at all times, and at the end of the Term (whether the Agreement is terminated or expires) Tenant will return the Premises to Landlord in the same order, condition and repair as the Premises will be in on the Commencement Date, ordinary wear and tear excepted. Landlord has the right to approve any service personnel Tenant hires to perform maintenance on Tenant's Equipment located on the Tower. Landlord has no obligation to maintain Tenant's Equipment. However, when, in Landlord's reasonable discretion, Landlord is required to take immediate action with respect to Tenant's Equipment for the safety of Landlord's or any tenant's equipment or personnel, or the general public, Landlord will notify Tenant of the required action and if Tenant does not or cannot take the action requested, Landlord may do so at Tenant's sole expense and without liability for damage thereto or impact upon Tenant's business.

6. Payment of Taxes, Fees and Expenses.

(a) Tenant will promptly pay to Landlord any increase in real property taxes or any other tax levied against the Property which is directly attributable to this Agreement, Tenant's use of the Premises, or the addition of Tenant's Equipment to the Property.

(b) Tenant is responsible for any personal property or ad valorem taxes which are caused by operation of Tenant's Equipment and improvements to the Premises. Tenant agrees and covenants that it will promptly pay, before delinquency, any such taxes assessed against it and in no case will Tenant permit any such tax to become a lien against the Premises or the Property. To the extent such tax is assessed against Landlord for Tenant's Equipment or Tenant's operations,

Tenant will reimburse Landlord within ten (10) days upon written notice of the tax and demand for payment, which notice will include reasonably detailed supporting documentation.

(c) Tenant agrees that it will pay, before delinquency, any and all assessments, fees or taxes of any kind imposed by any governmental, regulatory or other entity in connection with Tenant's use or occupancy of the Property or the Premises.

7. Interference/RF Emissions.

(a) Tenant will operate Tenant's Equipment in a manner that will not cause interference to Landlord, or other tenants or licensees of the Property, provided that their installations predate Tenant's Equipment installation. All operations by Tenant will be in compliance with all FCC and other regulatory requirements.

(b) Subsequent to the installation of Tenant's Equipment, Landlord will not permit its other tenants to install new equipment on the Property if such equipment is likely to cause interference with Tenant's operations or if it encroaches onto the Premises provided to Tenant; provided, however, the foregoing will not apply to changes to Landlord's equipment on the Property if such changes are required by any governmental authority. In the event interference occurs, Landlord agrees to take such action as necessary to cure or cause to cure the interference or cease the use of the equipment which is causing the interference (except for brief tests necessary for the elimination of the interference) within forty-eight (48) hours after written notice by Tenant to Landlord thereof; provided Landlord will have no obligation to institute suit against the offending other tenant. If the interference cannot be cured within forty-eight (48) hours, Landlord will use its best efforts to require the third party to cure such interference within a reasonable time period, not to exceed thirty (30) days after Landlord's receipt of notice from Tenant, provided that the interfering equipment has ceased operations within forty-eight (48) hours of such notice (except for brief tests necessary for elimination of the interference). In the event Landlord fails to comply with this Section 7, Tenant may terminate this Agreement.

(c) Tenant will have no obligation to correct interference to any third party equipment installed after the date of Tenant's installation unless such interference is a direct result of (i) a malfunction in Tenant's Equipment, or (ii) a change made to Tenant's Equipment or to the use of Tenant's Equipment after the Commencement Date; provided, Tenant will reasonably cooperate with such third party to mitigate such interference at such third party's expense, to the extent such mitigation is feasible and reasonable. In the event that Tenant's operations cause any interference to Landlord's operations or to any other tenant's operations that predate the installation of Tenant's Equipment, Tenant agrees to cure the interference or cease using the equipment which is causing the interference (except for brief tests necessary for the elimination of the interference) within forty-eight (48) hours after Landlord's written notice thereof. If the interference cannot be cured within forty-eight (48) hours, Tenant must cure such interference within thirty (30) days of receipt of written notification (or such time as may reasonably be required with exercise of due diligence provided such repairs are begun within said thirty (30) days), provided that the interfering equipment has ceased operations within forty-eight (48) hours of such notice (except for brief tests necessary for elimination of the interference) and so long as such efforts are prosecuted to completion with reasonable diligence. In no event will Landlord be entitled to terminate this

Agreement as long as Tenant is making best efforts to remedy the interference issue within the cure period set forth above and Tenant has ceased such interfering operations during such cure period.

(d) Emissions. If antenna power output (“**RF Emissions**”) at the Property hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure (“**MPE**”) limits, or if the Property otherwise become subject to federal, state or local rules, regulations, restrictions or ordinances, Tenant will comply with Landlord’s reasonable requests for modifications to the Tenant’s Equipment which are reasonably necessary for Landlord to comply with such limits, rules, regulations, restrictions or ordinances and Landlord will use commercially reasonable efforts to cause all other users of the Property to promptly comply. If Landlord requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits not more than once in any calendar year, then all reasonable costs of such an evaluation or study will be paid proportionately by Tenant and all other users of the Property (excluding Landlord) within thirty (30) days of Landlord’s request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Property do not comply with MPE limits, then Tenant will immediately take any and all commercially reasonable steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and, in addition, Landlord will use commercially reasonable efforts to cause all other users of the Property to take similar steps necessary to ensure that they are individually in compliance with such limits.

8. Reductions in Power.

(a) Non-Emergency Reductions. Landlord may require that Tenant temporarily discontinue operation or reduce the power of Tenant’s Equipment in order for Landlord or another tenant to install equipment, to modify the Tower or another portion of the property, or to conduct maintenance or perform repairs. Landlord will provide Tenant with not less than seven (7) business days prior notice (except such notice will not be required in emergency situations), of any activities that will require Tenant to reduce its operating power or to cease operations (“**Stand-Down**”). Such Stand-Down will be only for a reasonable period of time to permit completion of the repairs, alterations, improvements or construction. Landlord will use reasonable efforts to schedule Stand-Downs between the hours of 12:01 a.m. to 5:00 a.m. when feasible.

(b) Emergencies. If circumstances occur from which Landlord may reasonably conclude that significant damage is likely to occur to Landlord’s or any other tenant’s equipment, or that threat of serious injury or loss of life on the Property exists before agents of Tenant can be advised and respond, Landlord upon notice to Tenant (if it is practical to give notice), may Stand Down Tenant’s Equipment or take any other reasonable action which is necessary to rectify such emergency situation. If it is impractical for Landlord to give advance notice to Tenant of its emergency actions, Landlord will provide Tenant notice no later than 24 hours following such emergency action.

9. Modification of Tenant’s Equipment.

(a) Tenant will have the right to replace individual pieces of Tenant's Equipment with similar and comparable equipment provided (i) Tenant obtains Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed, and (ii) installation of any replacement equipment will comply with the terms and conditions of this Section 9. If Landlord approves any modifications to Tenant's Equipment, such modifications will be expeditiously completed in a manner consistent with industry standards at Tenant's sole cost and expense and will include such equipment or other provisions as Landlord may reasonably require to measure and account for all utility costs and expenses arising out of Tenant's use of the Premises. For clarity, any such modifications will establish a new "in time" date for purposes of Tenant's obligations under Section 7.

(b) Tenant will make no alterations or improvements which may impair the structural strength of the Tower, the Building, or the Property, or otherwise involves the structural, mechanical, electrical, fire/life safety, or heating, ventilating or air conditioning systems of the Building. Any alteration or improvement will be in compliance with Landlord's reasonable requirements and all laws, rules and regulations of any governmental authorities having jurisdiction over the Property or Tenant's Equipment. Tenant will use commercially reasonable efforts to ensure that its modifications do not interfere or cause interference with communications systems, equipment and operations of Landlord or other tenants on the Property. Tenant will pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on Landlord's property or Tenant's Equipment.

(c) At least thirty (30) days prior to installation of any modification to Tenant's Equipment or any component thereof, Tenant will (i) furnish Landlord with a complete set of the plans and specifications of any proposed modifications, (ii) provide Landlord with copies of all necessary permits, including a copy of Tenant's FCC authorization, if required, and (iii) provide a construction schedule for the installation of Tenant's modifications. Tenant's crew must be approved in advance by Landlord (such approval to be conditioned upon the provision of current, valid insurance certificates, among other things). Landlord reserves the right to engage consultants at Tenant's expense, to review Tenant's plans for modification of Tenant's Equipment on the Premises and to advise Landlord of the effects thereof on the Property or on Landlord's equipment, such expense not to exceed Three Thousand and 00/100 Dollars (\$3,000.00) in the aggregate. Tenant will adhere to the advice of Landlord's consultants on the location and installation of Tenant's Equipment. Landlord will provide Tenant with a written estimate of such consulting fees prior to retaining a consultant. In addition, after Landlord's approval has been obtained, Tenant will notify Landlord in writing at least ten (10) business days prior to the commencement of the installation of Tenant's modifications.

(d) Repairs and maintenance to Tenant's Equipment will not be deemed to be a modification, and are outside the scope of this Section 9; provided, however, all such maintenance and repairs to any Tenant Equipment on the Tower (i) will be performed only by qualified personnel approved of by Landlord after delivery to Landlord of requisite insurance certificates and (ii) at Tenant's sole expense, cost and risk, and (iii) in such a manner as to avoid interfering with Landlord's or any other tenant's operations.

(e) A Landlord representative must be present at all times Tenant or any Tenant employee, agent, contractor, engineer, service technician or other Tenant representative is on the Tower. This must be coordinated through the Chief Engineer, whose phone number is 940-691-0003, and e-mail address is rmadsen@kfdx.com. In the case of an emergency, Landlord will use its best efforts to make a representative available within 4 hours of Tenant's notice.

10. Tower Condition and Marking and Lighting Requirements. Landlord covenants that it will keep the Tower in good condition and repair as required by the FCC's rules and applicable state and local law. Landlord acknowledges that it, and not Tenant, will be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Landlord will indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with such requirements. Should Tenant be cited by either the FCC or FAA because the Tower is not in compliance and, should Landlord fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Tenant may terminate this Agreement immediately on notice to Landlord.

11. Covenants Against Liens. Tenant covenants and agrees that it will not during the Term suffer or permit any mechanics, laborers, materialman's, or other lien to be attached to or upon the Property or Premises or any part thereof and hereby agrees to defend, indemnify, save and hold Landlord harmless for, from and against any such lien or claim of lien. Tenant within ten (10) days after written notice of the filing thereof will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. In the event that any such lien is not released within ten (10) days after notice to Tenant thereof, Landlord in its sole discretion may pay and discharge the same and relieve the Property therefrom, and Tenant agrees to immediately reimburse Landlord upon demand for all amounts so paid by Landlord. Landlord's actions in accordance with this Section will not waive its rights and remedies based upon such breach by Tenant and will not release Tenant from any obligation under this Agreement.

12. Destruction or Condemnation.

(a) If the Premises or Tenant's Equipment are damaged, destroyed, condemned or transferred in lieu of condemnation, in whole or in part, Tenant may elect to terminate this Agreement effective as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent will be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

(b) In the event of the total or substantial partial destruction of the Tower or the Building, Landlord may, at in its sole discretion, (i) terminate this Agreement, or (ii) rebuild its facilities and reinstate service to Tenant as promptly as reasonably possible. Landlord will provide Tenant immediate written notice of its choice of option. In the event Landlord opts for the provision in clause (ii), Tenant may within thirty (30) days of such notice opt to terminate this Agreement if the time necessary for the rebuilding of the facilities is more than one hundred eighty (180) days. During the period in which Landlord by reason of any such loss or damage is unable

to furnish space, the Rent payments will be suspended, but otherwise the covenants and agreements of Tenant under the terms of this Agreement will be in full force and effect.

(c) Landlord will not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue resulting from the necessity of repairing or replacing any portion of the Premises, including the Tower, the interruption in the use thereof or the termination of this Agreement by reason of the destruction thereof.

13. Insurance.

(a) Tenant, at its sole cost and expense, will at all times during the Term of this Agreement, cause to be maintained in force the following policy or policies of insurance written by one or more responsible insurance carriers licensed to do business in the state of Texas which will name Landlord as an additional insured:

(1) Workers' Compensation and Employers' Liability Insurance affording statutory coverage for its employees in such amounts as may be required by applicable state law. Employers' liability limits must be at least \$1,000,000 each occurrence for bodily injury by accident, \$1,000,000 each occurrence for bodily injury by disease, and \$1,000,000 policy limit for disease;

(2) Automobile liability insurance, and if necessary, commercial umbrella insurance, covering liability arising from the maintenance and use of all owned, non-owned, hired, leased, and rented trucks and automobiles, with limits of not less than \$1,000,000 for bodily injury for each injured person and \$5,000,000 bodily injury for each occurrence, and \$1,000,000 for damage to property of third persons per occurrence; or a combined single limit of \$5,000,000;

(3) Personal property insurance, and if necessary, commercial umbrella insurance with limits of \$5,000,000; and

(4) Commercial general liability insurance, and if necessary, commercial umbrella insurance, with limits of not less than \$5,000,000 per occurrence.

(b) Tenant agrees to deliver to Landlord, no more than twice per year, upon request, certificates of insurance evidencing the existence in force of the policies of insurance required above. Each of such certificates will provide that such insurance will not be cancelled or materially amended unless thirty (30) days prior written notice of such cancellation or amendment is provided to Landlord.

(c) Tenant's failure to comply with all insurance requirements set forth in this Section or any other agreement between the parties will not relieve Tenant from any liability under this Agreement. Tenant's obligations herein will not be construed to conflict with or limit Tenant's indemnification obligations under this Agreement.

14. Indemnification

(a) Except to the extent caused by the willful misconduct of Landlord, Tenant will indemnify, defend and hold Landlord, its affiliates, shareholders, officers, directors, employees, agents, and other representatives (“**Landlord Parties**”) harmless from and against any and all liability obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys’ fees (the foregoing collectively, “**Claims**”), which may be imposed upon, incurred by or asserted against such parties by reason of a breach of this Agreement by Tenant, or arising out of or caused by the installation, maintenance, use, or removal of Tenant’s Equipment on the Premises, or otherwise caused by the acts or omissions of Tenant, its employees, agents, contractors, engineers, service technicians, invitees, guests, or other representatives.

(b) Tenant will not bring any Hazardous Materials, including without limitation, any equipment containing polychlorinated biphenyls (“**PCBs**”), onto the Premises. Tenant will be responsible for and will indemnify, defend and hold the Landlord Parties harmless from all Claims arising from the presence of Hazardous Materials introduced at, in or under the Premises by Tenant or any of its authorized service technicians, engineers, employees, contractors or subcontractors. This provision will survive termination of this Agreement. For purposes of this Agreement, **Hazardous Material** means hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated under § 101(14) of CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. or any similar applicable federal, state or local Environmental Laws; **Environmental Laws** means any law whether local, state, or federal relating to (a) Releases or threatened Releases of Hazardous Materials into the environment; (b) the use, treatment, storage, disposal, handling, discharging or shipment of Hazardous Material; (c) the regulation of storage tanks; or (d) otherwise relating to pollution or protection of human health, occupational safety and the environment; and **Release** means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

(c) Landlord agrees to indemnify, defend and hold Tenant harmless from any Claims which may be imposed upon, incurred by or asserted against Tenant by reason of a breach of this Agreement by Landlord; provided Landlord has no obligation to indemnify, defend and hold Tenant harmless for any Claims arising from the strict liability, negligence, intentional acts or omissions, or willful misconduct of Tenant or its employees, agents, invitees, contractors, or any third party, whether hired by Landlord or otherwise.

(d) Landlord will not be liable to Tenant Party for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Likewise, Tenant will not be liable to Landlord Parties for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss

of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

(e) This Section 14 will survive the expiration or earlier termination of this Agreement.

15. Assignment and Subletting. Tenant may not assign, or otherwise transfer, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned or delayed; provided, however, Landlord may insist upon continued liability by Tenant under this Agreement as a condition to any approval of a proposed sale and/or assignment by Tenant. Tenant may assign or otherwise transfer its interest to its parent company or any subsidiary or affiliate of Tenant without Landlord's consent upon thirty (30) days' prior written notice to Landlord. Any attempted assignment (except as permitted by the preceding sentence), transfer or sublicensing by Tenant without Landlord's consent will be null and void and will constitute a breach of this Agreement. Landlord may assign this Agreement upon written notice to Tenant, and Landlord will be automatically freed and relieved of all liability on the part of the Landlord contained in this Agreement to be performed thereafter, subject to the assignee assuming all of Landlord's obligations herein.

16. Quiet Enjoyment. Landlord covenants with Tenant that upon Tenant paying the Rent and observing and performing all of the terms, covenants and conditions to be observed and performed by Tenant, Tenant may peacefully and quietly enjoy the Premises. Notwithstanding the foregoing, Tenant agrees that this Agreement is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Property or on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed by Tenant to effect such subordination.

17. Events of Default. Tenant will be in Default if any of the following occur:

(a) Tenant fails to pay the Rent or any other monies owed to Landlord hereunder within ten (10) days after written notice from Landlord that such payment is past due;

(b) Tenant fails to perform or observe any of Tenant's other obligations under this Agreement and does not cure the failure within thirty (30) days after written notice from Landlord stating the failure involved;

(c) Any bankruptcy action is filed, either voluntarily or involuntarily, applicable to Tenant, or there exists any other circumstance which indicates Tenant's inability to pay its debts as they mature;

(d) Tenant's possessory interest in the Premises passes to any other Party by operation of law; and

(e) Tenant uses the Premises for any use other than the permitted use.

18. Remedies. Upon the occurrence of any Event or Default by Tenant, Landlord, in its sole discretion, may take any one or more of the following actions, concurrently or separately, without prior notice or demand:

(a) Landlord may take reasonable actions necessary in Landlord's sole discretion to cure any Event of Default by Tenant, and Tenant will be liable for all of Landlord's actual and reasonable expenses incurred together with interest on same at the rate of eighteen percent (18%) per annum until paid;

(b) Landlord may require specific performance of Tenant of any act or payment applicable to any Event of Default and Landlord will be entitled to seek affirmative or negative temporary restraining orders or injunctions to obtain the same, without the requirement of posting bond;

(c) Landlord may terminate this Agreement with the same effect as if the Term had expired;

(d) Landlord will have the right to immediately disconnect and remove Tenant's Equipment from the Tower and/or Building. All costs of such disconnection and/or removal will be paid for by Tenant;

(d) Landlord may hold a lien on and may, but need not, foreclose against Tenant's Equipment, in whole or in part, to secure Tenant's performance of any obligation under this Agreement;

(e) Landlord may exercise any other remedy it may have at law or in equity; and/or

(f) Landlord may exercise any remedy without court action or by one or more court actions and in exercising any remedy will not be deemed to have waived its right to any other remedy.

(g) No termination of this Agreement for default, nor any dispossession order, will relieve Tenant of its previously accrued and future liabilities and obligations under this Agreement and such liabilities and obligations will survive any such termination or order; and, whether or not any part of the Premises hereunder is relet, Tenant will pay to Landlord all Rent and all other charges, fees and expenses required to be paid by Tenant up to the time of such expiration or termination of this Agreement.

19. Attorneys' Fees/Remedies. If there is any proceeding by or among the Parties to enforce or interpret any provision of this Agreement or any rights or obligations arising hereunder, the unsuccessful Party in such proceeding, will pay to the successful Party all costs and expenses including without limitation reasonable attorneys' fees and costs incurred by the successful Party. Remedies conferred by this Agreement upon the respective Parties are not intended to be exclusive but are cumulative and in addition to remedies otherwise afforded by the law.

20. Holding Over. If Tenant continues to occupy the Premises after the expiration of the Term and Landlord elects to accept payment thereafter, a monthly tenancy terminable by either Party on thirty (30) days' prior written notice will be created, which will be upon the terms and conditions as those herein specified except only that the Rent will be increased by three hundred percent (300%) and the new total will be payable in advance monthly on the first day of each month Tenant continues to occupy the Premises.

21. Notices. Except as otherwise required by law and provided herein, any notice required or permitted by or to a Party in the capacity as a Party will be in writing and will be given by personal delivery, overnight courier service or deposit in the United States certified or registered mail, return receipt requested, postage pre-paid, addressed to the Party at the following addresses (or at such other address or to such other person as a Party may so designate in writing):

Landlord:

Nexstar Inc. dba: KFDX
P.O. BOX 4888
Wichita Falls, Texas 76308
Attention: General Manager

With a copy (which will not constitute notice) to:

Nexstar Inc.
545 E. John Carpenter Freeway
Suite 700
Irving, Texas 75062
Attention: General Counsel

Tenant:

North Texas Public Broadcasting Inc. dba: KERA
3000 Harry Hines Blvd.
Dallas, Texas 75201

Notice will be effective on the date on which notice is delivered if notice is given by personal delivery, on the day after the date of delivery to the overnight courier service if such a service is used and on the date received if mailed certified mail.

22. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

(b) This Agreement will be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(c) If any provision of this Agreement or any portion of any provision of this Agreement will be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or

unenforceability will not alter the remaining portion of such provision or any other provision hereof, as each provision of this Agreement will be deemed severable from all other provisions hereof.

(d) Neither Party will allow this Agreement or any memorandum of this Agreement to be recorded.

(e) All schedules and exhibits prepared as part of this Agreement are hereby incorporated herein as though set forth herein in full.

(f) This Agreement is the result of negotiations between the Parties and the terms and provisions hereof will be interpreted and construed in accordance with their usual and customary meanings. The captions or headings of Sections, sub-Sections, sections or sub-sections of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. The Parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the Party who (or whose attorney) prepared the executed agreement or any earlier draft of the same.

(g) The terms and provisions of this Agreement will be maintained on a confidential basis. A Party will not make any disclosure to any third Party or to the public or give or provide for any publicity, press release or written material, any confidential information regarding the terms of this Agreement. The provisions of this Section will continue to apply to an entity or person who is no longer a Party. This restriction will not apply to a disclosure to (1) an attorney, accountant or consultant that has a bona fide need to be informed; (2) a third Party to whom the disclosing Party intends to transfer the Party's interest in accordance with the provisions of this Agreement provided such third party has executed a confidentiality agreement with the selling Party; (3) a governmental agency; or (4) information which is now, or at the time of disclosure, part of the public domain through no fault of the disclosing Party.

(h) This Agreement will be governed by the laws of the State of Texas.

(i) This Agreement may be executed in counterparts, and by facsimile or electronic pdf signature, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

(j) Each person executing this Agreement on behalf of the respective Party hereto represents and warrants that such Party is duly organized and validly existing and that this Agreement has been authorized by all necessary Parties and is being validly executed by an authorized officer of such Party and is binding upon and enforceable against such Party in accordance with the terms herein.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereto

EXHIBIT 1
Tenant's Equipment

- 1 – COTS Computer/Server
- 1 – Davicom Site Monitoring System
- 1 – Rhode & Schwarz LP Transmitter
- 1 – Dielectric Antenna
- 1 – Run of Heliac Transmission line
- 1 – Consumer grade television
- 1 – Misc. allotment of cabling and connection devices (not to exceed \$1000 in value)



Attachment 3(d)

1957 Reynolds Drive
Azle, TX 76020-1935
+1 8179468955
accounting@marsand.com

INVOICE

BILL TO
Eddi Hedge
KERA Unlimited
3000 Harry Hines Blvd
Dallas, TX 75201

INVOICE 7459
DATE 05/20/2021
TERMS Due on receipt

P.O. NUMBER
21090EH1

DESCRIPTION	QTY	RATE	AMOUNT
K26NK -D CH26 Wichita Falls, TX - services			
Tower Crew Installation Services: - Install Dielectric DLP antenna and 1-5/8" Helix to approximately 380 ft. - fabricate custom antenna brackets if required	1	21,220.00	21,220.00
Structural Study Services: - provide structural study for existing tower with proposed antenna and line added	1	2,250.00	2,250.00
Transmitter Installation Services: - move and re-install R&S TMU9 transmitter - run electrical from existing panel/disconnect/service - commission & proof	1	9,700.00	9,700.00
Engineering Services: - Coverage Study - prepare engineering for CP	1	1,200.00	1,200.00

BALANCE DUE

\$34,370.00



Attachment 3(e)

1957 Reynolds Drive
Azle, TX 76020-1935
+1 8179468955
accounting@marsand.com

INVOICE

BILL TO
Eddi Hedge
KERA Unlimited
3000 Harry Hines Blvd
Dallas, TX 75201

INVOICE 7460
DATE 05/20/2021
TERMS Due on receipt

P.O. NUMBER
21077EH1

DESCRIPTION	QTY	RATE	AMOUNT
K26NK-D CH26 Wichita Falls, TX - replacement line & antenna (foam line)			
400001709 ANT DLP-10B K44GS-D CH26 W/ STANDARD MOUNTS	1	5,196.80	5,196.80
11000005560 FLEX FOAM 1-5/8 ANDREW AVA7-50	560	8.68	4,860.80
11000006299 CONN 1-5/8 EIA AL7E158-PS FOR 1-50 ANDREW AVA7-50 FLEX FOAM	1	461.44	461.44
11000006299 CONN 1-5/8 EIA AL7E158-PS FOR 1-50 ANDREW AVA7-50 FLEX FOAM	1	461.44	461.44
300003558 FACTORY ATTACH 1-50 FOAM AVA7-50	1	35.84	35.84
R006A35401 ANCHOR CONNECTOR ASSEMBLY, 1-50, STANDARD, "QS"	2	43.90	87.80
11000002344 FLEXLINE 1-5/8 HOISTING GRIP 24312A	3	28.03	84.09
11000002346 FLEX 1-5/8 BTFly HNGR 10PK 42396A-2	9	15.97	143.73
11000002446 FLEXLINE RMA6 31670-6 10PK	9	37.92	341.28
11000002447 FLEXLINE ANGLE ADPTR 10PK - 31768A	3	66.17	198.51
11000002449 FLEXLINE HRDW KIT 31769-1 3/8 X 1" 10PK	3	9.44	28.32
11000002345 FLEXLINE 1-5/8WALL/ROOF FEEDTHRU SCE-158	1	72.84	72.84
11000002343 FLEXLINE 1-5/8 GROUNDING KIT 241088-4	3	28.53	85.59

11000002385	1	21.10	21.10
FLEXLINE WEATHERPROOF KIT - 221213			
300002023	9	102.79	925.11
FLEXLINE STAND OFF ADPTR 4"-5" 10PK TTS3-45			
Shipping TBD	1	0.00	0.00
BALANCE DUE			\$13,004.69