

EXHIBIT B

RADIO TOWER LEASE AGREEMENT



May. 2. 2012 12:07PM

No. 4799 P. 15

EXHIBIT B

RADIO TOWER LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Radio Tower Lease Agreement ("Lease") is made and entered into as of the day of _____, 20__, between Coral Ridge Presbyterian Church, Inc., 5555 North Federal Highway, Fort Lauderdale, FL 33308, "Landlord" and Bible Broadcasting Network, Incorporated, 11530 Carmel Commons Blvd., Charlotte, NC 28226 ("Tenant").

WITNESSETH:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following non-exclusive rights all of which are hereinafter referred to as "Leased Premises" and are located on real property ("Property") owned by Landlord at 5555 North Federal Highway, Fort Lauderdale, Florida:

(a) Antenna Space. Space on the tower ("Tower") presently located at 26-05-12.6N Latitude and 080-24-53.3W Longitude as more particularly described on Exhibit "A";

~~(b) Building Space. Space in the building (approximately 100 square feet) presently located on the Property at 5555 North Federal Highway, Fort Lauderdale, FL, in the 4th floor radio transmitter room ("Transmitter Room") for the installation and/or location of Tenant's Equipment (as described on Exhibit "B");~~

(c) Non-exclusive Access: A non-exclusive right for use of transmission lines as installed as of the Commencement Date running from the Transmitter Room to the Antenna Space for the sole purpose of enabling Tenant to use and service the antenna mounted in the Antenna Space. Tenant acknowledges that Landlord shall have the right to lease space on the Tower and within the Leased Premises to any other person or persons desiring to engage in any form of broadcasting, electromagnetic communication and/or other business requiring tower space;

(d) Utilities: The non-exclusive right, in common with others, to maintain such power, telephone and utility lines within the Transmitter Room and on the Property as may be necessary for the operation of Tenant's Equipment (as defined in Paragraph 2 below and listed in Exhibit "B" attached hereto).

2. Tenant's Equipment. For the purposes of this Lease, those items listed on Exhibit "B", which shall include all of Tenant's equipment, building, panels, generator, cables, wires, antennas, microwave dishes and accessories located on the Property shall hereinafter collectively be referred to as "Tenant's Equipment".

3. Use. Tenant will use the Leased Premises for the sole and exclusive purpose of maintaining and operating a FM broadcast station with the sole and exclusive purpose of broadcasting Christian music and programs ("Tenant's Business"). Tenant shall use the Leased Premises for no other purpose without the prior written consent of Landlord which consent may be withheld for any reason whatsoever in Landlord's sole and exclusive discretion. As of Closing, Landlord shall remove any personal property or other items owned by Landlord from the Transmitter Room and shall keep the Transmitter Room free and clear of any equipment and other personal property during the Term of this Lease.

Tenant will abide by all local, State and Federal laws and obtain all permits and licenses necessary to operate its broadcast operations. Additionally, Tenant's use and operation of Tenant's Equipment shall be conducted in accordance with the terms and conditions of this Lease and all standards, restrictions and limitations imposed by the FCC, OSHA and all other governmental bodies or agencies having jurisdiction over the installation, repair, alteration, use, operation or replacement of Tenant's Equipment and/or Tenant's activities on the Leased Premises.

LANDLORD MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, AND HEREBY SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS, AS TO THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE TOWER OR THE PROPERTY OR THE LEASED PREMISES IN CONNECTION WITH AND/OR RELATED TO TENANT'S BROADCASTING, OPERATION OF THE LEASED EQUIPMENT AND/OR UNDERTAKING OF TENANT'S BUSINESS.

4. Term and Lease Termination. The initial term of this Lease shall be for three (3) years (the "Initial Term") and shall commence on the day (the "Commencement Date") Tenant obtains the last of the consents and permits necessary to commence using the Tower and shall terminate, subject to earlier termination as provided for in this Lease, at midnight on the last day of the Initial Term unless extended as set forth in Paragraph 6 below. The Commencement Date shall be the date of Closing of Tenant's purchase of assets from Landlord pursuant to that certain asset purchase agreement dated May 1, 2012 ("APA").

Notwithstanding any contrary provision in this Lease, Tenant may terminate this Lease by giving one hundred eighty (180) days prior written notice of termination to Landlord, and Tenant's termination shall be effective as of one hundred eighty (180) days from and after Tenant's written notice of termination, and Tenant's obligation to pay Rent shall cease as of the date of termination, subject to and conditioned upon the remaining terms and obligations set forth in this Lease. Likewise, in the event that Landlord desires to sell some or all of the Property, then Seller shall have the right to terminate this Lease upon three hundred sixty five (365) days prior written notice in which case the effective date of such termination shall be three hundred sixty five (365) days.

5. Rent.

(a) During the Initial Term and any Extended Terms, defined below, Tenant shall pay as rent for the use of the Leased Premises, the Base Rent as defined in Paragraph 5(b), and Additional Rent as defined in Paragraph 5(c). The term "Rent" as used in this Lease shall mean, collectively, Base Rent and Additional Rent.

(b) Base Rent. Tenant covenants and agrees to pay to Landlord during the Initial Term a monthly sum of Two hundred Dollars (\$200.00) (herein referred to as the "Base Rent"), payable to Landlord in equal monthly payments in advance on or before the first day of each calendar month without demand, at the address designated in Paragraph 32 below. If the Commencement Date is other than the first day of a calendar month, then Base Rent shall be prorated based on the actual number of days in the initial calendar month.

(c) Additional Rent. Tenant shall pay as additional rent all sums of money or charges of whatsoever nature (excluding Base Rent) required to be paid by Tenant to Landlord pursuant to the terms of this Lease ("Additional Rent"), whether or not the same is designated specifically as "Additional Rent". At a minimum, Tenant shall pay as Additional Rent those increased costs incurred by Landlord, if any, associated with Tenant's operation of Tenant's Business (defined in Paragraph 3) including but limited to expenses associated with tower maintenance. All invoices for Additional Rent shall be due and payable no later than thirty (30) days from and after the date of the invoice. All billings for Additional Rent shall include backup information and materials reasonably necessary to substantiate the charges.

(d) Base Rent Adjustment. Upon the first day of each Extended Term, (as defined in Paragraph 6 below) if any, the Base Rent for each Extended Term shall increase by two percent (2%) per year over the Base Rent charged for the immediately preceding Lease year.

(e) Late or Insufficient Payments. If any payment made by Tenant is for less than the amount due, or if the Rent is not paid when otherwise due, then a late charge equal to five percent (5%) of the amount past due shall be due and payable to Landlord. Additionally, any Rent not paid when due shall bear interest at the rate of one and one-half percent (1 ½ %) per month from and after five (5) days after such payment is due until the payment is paid. Any payment by Tenant or acceptance by Landlord of a lesser amount of Rent than is due from Tenant shall be treated as a payment on account and shall not in any way modify or alter Tenant's obligations under this Lease. Additionally, Landlord's acceptance of a late payment or a payment after expiration or termination of this Lease or after suit is filed in relation to a default shall not renew, reinstate, continue or extend the Term or waive or cure any default unless otherwise agreed in writing by Landlord.

6. Extensions of Lease Term. Tenant is hereby granted the options to extend the Initial Term of this Lease for five (5) additional periods of three (3) years each (the "Extended Term(s)"), provided that as of the date upon which Tenant's Notice of Extension (hereinafter

defined) is received by Landlord, Tenant is not in default under the terms of this Lease and has not defaulted under the Lease (regardless of whether Landlord has actually declared a default) more than three (3) times since the Commencement Date. The terms and conditions applicable to each Extended Term shall be the same as those set forth in this Lease with the exception of Rent which shall be adjusted in accordance with Paragraph 5 (d) above.

If Tenant elects to extend the Initial Term, or if applicable, extend one or more of the Extended Terms, then Tenant shall provide written notice ("Notice of Extension") to Landlord for Landlord's actual receipt at least six (6) months prior to the last day of the Initial Term, or the Extended Term, as the case may be. Failure to give timely and proper Notice of Extension shall constitute and be deemed an absolute and unconditional waiver of Tenant's right to exercise the options to extend, and shall conclusively make the remaining options to extend, if any, null and void.

7. Holding Over. If Tenant remains in possession of the Leased Premises after termination or the expiration of the Initial Term or any Extended Term of this Lease without the exercise of any option or the execution by Landlord and Tenant of a new Lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance on a month-to-month basis, subject to all the covenants and obligations of this Lease and at a monthly rental amount equal to five (5) times the per-month rental for the last month immediately prior to termination or expiration.

8. Access and Authority Letter. Landlord agrees that during the term of this Lease or its extensions, as hereinafter provided, Tenant shall have ingress and egress on a twenty-four (24) hour basis to the Leased Premises for the sole and exclusive purposes of maintenance, installation, repair and removal of Tenant's Equipment. It is agreed, however, that only authorized engineers or employees of Tenant, or persons under Tenant's direct supervision, approved in writing in advance by Landlord will be permitted to enter the Leased Premises for such purposes. Tenant is solely responsible for the cost of such activities and will notify Landlord in writing in advance of its need to install, remove and/or repair Tenant's Equipment located on the Leased Premises; except, however, in the case of an emergency whereupon notification shall be given as soon as reasonably possible. Within seven (7) days prior to the Commencement Date, the authorized engineers and employees of Tenant permitted access pursuant to the terms of this paragraph shall be identified in a separate letter signed by Tenant and Landlord.

9. Interference.

(a) Tenant's operation of Tenant's Equipment shall not cause any interference with the signal of any other existing or future transmitter/receiver for two-way channels, television, radio, cell phone or microwave utilization, whether on or off the Leased Premises or the Property or whether transmitted or received by Landlord or Landlord's other tenants or licensees. Furthermore, Tenant agrees that any interference with the existing signal of any other transmitter/receiver caused by the operation of the Tenant's Equipment shall be the responsibility of Tenant to immediately correct and eliminate. Should Tenant fail to



immediately correct any such interference within forty-eight (48) hours of receipt of notice by Landlord of such interference, then Landlord may, at its option, enter the Leased Premises, correct such interference and invoice the costs of such correction to Tenant, which invoice shall be payable within ten (10) days of receipt of notice by Tenant. In the event such interference or Tenant operation is a hazard and can not be reasonably and expeditiously repaired, Landlord may shut down the Tenant use of the site. If Landlord does not exercise its option to correct the interference and if Tenant fails to correct the interference within fifteen (15) days of receipt of Landlord's notification of the same, Landlord shall have the option to terminate this Lease and thereafter shall have no further obligations to Tenant except those that survive termination.

(b) Landlord shall use all reasonable efforts to ensure that other tenants on the Tower or Property (present or future) do not cause interference to the operation of Tenant's Equipment, including, but not limited to, the equipment of other tenants installed subsequent to the Closing ("Objectionable Interference"). Should Objectionable Interference be experienced by Tenant, Tenant shall provide notice in writing of such Objectionable Interference to Landlord, and Landlord shall cooperate with Tenant in identifying the source of the Objectionable Interference and in causing the responsible party to take such reasonable steps necessary to eliminate the Objectionable Interference. In the event such party causing the Objectionable Interference fails to correct such problem and Tenant's broadcast continues to be materially affected through no fault of Tenant within thirty (30) days from and after Tenant's notification to Landlord of such problem, Tenant shall have the right to terminate this Lease by written notice to Landlord given to Landlord within ninety (90) days from and after Tenant's first notice of the problem, failing which Tenant's right to terminate under this paragraph shall be deemed waived. Landlord may correct the problem even after notice is given, and if such Objectionable Interference is eliminated prior to the effective date of the Tenant's termination, then the Lease shall automatically be deemed reinstated.

(c) In the event Tenant's operations cause interference in violation of FCC rules and regulations to a licensed full-power existing AM or FM broadcast signal and/or cellular telephone system or other user located on the tower on the Leased Premises ("Interference"), Tenant is obligated to take all the necessary steps, including the financial burden, to correct interference problems caused by Tenant's operations and/or new or modified construction. Tenant shall be responsible for all costs and expenses incurred by the Proof-of-Performance and in taking any corrective actions and adjustments as may be necessary to maintain operation of the full-power AM or FM broadcast station or cell system or other user, as the case may be, within FCC authorized limits; including but not limited to all legal and consulting engineering fees and expenses. If Tenant determines that it will be unable to take such corrective measures in an expeditious manner, Tenant may terminate this Lease upon thirty (30) days prior written notice or adjust its use to eliminate such interference, including reduction of power, removal of Tenant's Equipment, or cessation of broadcasting. If terminated, Tenant shall nonetheless cease or change its operations so as to immediately stop interference.

10. **Conduct of Business.** Tenant shall conduct Tenant's Business in such a manner with regard to noise, other nuisances and otherwise as will not unreasonably and unnecessarily



interfere with, annoy or disturb the Landlord in the conduct of the main purposes of the Landlord's business and of other tenants of the Tower and area landowners and their tenants; provided, however, that nothing herein is intended to preclude Tenant's quiet enjoyment of the Leased Premises afforded herein and by operation of law. The sidewalks, entrances, parking areas and other areas of the Landlord's building and property shall not be obstructed, damaged, encumbered or impacted in any negative fashion by Tenant or used for any other purpose other than normal ingress or egress to and from the Leased Premises, including ingress and egress as needed to permit Tenant to exercise Tenant's right to surrender.

11. **Tenant's Risks.** Tenant's Equipment and personal property of every kind or description which may at any time be in the Leased Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and Landlord shall not in any event be liable for damage to or theft of or misappropriation of such property, any injury or damage to persons or property resulting therefrom or relating to Tenant's Equipment or personal property or any latent defect in any improvements located on the Property; provided, however, the foregoing limitation on Landlord's liability shall not apply to Landlord's acts of willful misconduct.

12. **Contractors, Subcontractors and Maintenance Personnel.**

(a) All contractors and subcontractors (sometimes collectively referred to herein as "Contractor") of Tenant who shall perform any service for Tenant on the Leased Premises shall hold licenses and/or governmental authorizations appropriate to and necessary for the work being performed. Landlord may require that Tenant secure a performance bond, in form and amount reasonably satisfactory to Landlord, covering any normal scheduled proposed construction or installation before Tenant can commence such construction or installation of equipment on the Tower, in the Transmitter Room, or on the Leased Premises. In addition, prior to commencing performance of such services, providing any products or commencing any operations in respect thereto, all contractors and subcontractors used by Tenant in connection with the construction, installation, maintenance, repair or replacement of Tenant's Equipment shall first be approved in writing by Landlord; and all such contractors and subcontractors shall carry insurance of the type and in the amount provided in Paragraph 15, issued by companies licensed in the states where the services are to be performed with Landlord's prior approval of such companies a prerequisite to their performing any such services at the Leased Premises, which approval shall not be unreasonably withheld. In addition, prior to commencement and upon Landlord's request at any time, Contractor shall provide Landlord with certificates or other proof of insurance satisfactory to Landlord which shall name Landlord, its Affiliates (defined below), and all partners, officers, directors, employees, agents and representatives of Landlord and its Affiliates, as "additional insureds" on all such policies identified below and such other documentation as Landlord may reasonably request showing Contractor's compliance with this Paragraph 12. For the purpose of this Lease, "Affiliate(s)" of Landlord means any other entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, Landlord.



(b) Without limitation as to any other indemnification requirements contained in this Lease, Tenant further agrees to indemnify and hold harmless Landlord for any claims related to Tenant's access (whether by Tenant or Tenant's employees, agents, contractors and/or subcontractors) to the Tower, including any claims related to health, safety, RF energy exposure, or equipment damage (including damage to Landlord's equipment or other third-party equipment) resulting from such access.

(c) In order to maintain the integrity of the operations of Landlord, Tenant and other Tower tenants, Landlord shall have the right to restrict certain individuals or companies from Tenant's maintenance services on the Leased Premises, provided that such right shall not be unreasonably or illegally exercised. Tenant shall comply with any applicable instructions regarding any site security system. All gates and doors shall remain closed and locked (if applicable) at all times unless entering or exiting the Leased Premises. When leaving any building, Tenant shall ensure that all doors are locked and the security system (if any) is armed.

(d) If Tenant leases space in the Transmitter Room, Landlord shall provide to Tenant a key by which Tenant may unlock the Transmitter Room for maintenance purposes. If this key is lost, Tenant shall be responsible for the expense of retooling the locks and providing new keys for all authorized persons. Such new keys and locks will be provided by Landlord and billed to the Tenant.

13. **Utilities.** Tenant shall at its sole cost and expense initiate, contract for, obtain and pay for any electrical, telephone, or other utility services used by Tenant at the Leased Premises. Tenant agrees to cooperate with Landlord's reasonable requests regarding the manner, location and timing of the installation, repair and maintenance of Tenant's utilities. A secondary meter shall be installed (with the cost of installation to be split equally between Landlord and Tenant, but not to exceed One thousand five hundred dollars (\$1,500.00) each) and thereafter maintained by Tenant at Tenant's sole cost and expense which shall separately record the amount the electrical power used by Tenant. Tenant shall timely pay all charges for electrical power and all other services used by Tenant in connection with the operation of Tenant's Equipment. No additional utilities (water, internet, sewer, gas or other services) will be available at the Leased Premises during the Term. In no event shall Landlord be liable for the quality, quantity, failure or interruption of electrical service or any other service to the Leased Premises or damages resulting directly or indirectly therefrom by reason of or resulting from any accident or casualty, or the need or priority of repairs or improvements, or by reason of orders of any military, civil or governmental authority, or strikes, riots, insurrections or invasions, or any other reason beyond the control of Landlord.

14. **Taxes.** Landlord will pay all real property taxes assessed against the Leased Premises. Tenant will pay when due any taxes levied against the Tenant's Equipment and any other personal property of Tenant located on the Leased Premises or any increase in real property taxes as a result of Tenant's Equipment being located on the Property or Leased Premises. Where possible, Tenant shall cause the Tenant's Equipment or other personal property to be assessed and billed separately from the Property.



15. Insurance. Tenant shall obtain, and at all times thereafter shall maintain, at a minimum, the policies of insurance set forth below and otherwise acceptable to Landlord, issued by companies licensed in the states where the Tower is located. In addition, prior to the Commencement Date and upon Landlord's request at any time, Tenant shall provide Landlord with such documentation as Landlord may reasonably request showing Tenant's compliance with this Paragraph 16 together with a copy of all policies and certificates or other proof of insurance. All policies of insurance shall name Landlord as "additional insureds". For the purpose of this Lease, "Affiliate(s)" of Landlord means any other entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, Landlord.

(a) Commercial General Liability Insurance. Tenant shall obtain, and at all times thereafter shall maintain Commercial General Liability Insurance for bodily injury and property damage, which includes products/completed operations and all standard broad form comprehensive general liability extensions without limitations. Contractual liability, if not written on a blanket basis, must be endorsed to cover the indemnities specified herein. This policy shall be written on an "occurrence" basis. It shall provide for bodily injury and property damage coverage with limits no less than \$2,000,000 aggregate per location and no less than \$1,000,000 per occurrence.

(b) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation and Employer's Liability Insurance affording coverage under the workers' compensation laws of the state in which the Tower is located, with Employer's Liability Insurance having minimum limits of \$1,000,000.00 for injury by accident and \$1,000,000.00 for injury by disease. Such coverage shall provide a standard waiver of subrogation endorsement in favor of Landlord, and its Affiliates.

(c) Automobile Liability Insurance. Automobile Liability Insurance at no less than \$1,000,000 per occurrence combined single limit for injury or property damage. All owned, leased, non-owned, and hired automobiles used in connection with the activities on the Property shall be covered.

(d) Insurance Requirements. All of Tenant's insurance required hereunder shall be with insurance carriers licensed to do business in the state where the Tower is located, and rated no lower than A-X in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. Tenant shall deliver to Landlord certificates evidencing the insurance required to be maintained by Tenant hereunder prior to Tenant's installation of the Tenant's Equipment and annually thereafter. Without limitation upon the other terms and provisions of this Paragraph 16, each insurance policy maintained by Tenant with respect to the Leased Premises shall be endorsed to provide (i) that in the event of cancellation, non-renewal or material modification, Landlord shall receive 30-days advance written notice thereof and (ii) that Landlord shall receive renewal Certificates of Insurance no later than 30-days in advance of each renewal.

16. Maintenance of Leased Premises.

(a) Except for repairs, replacement or maintenance caused in whole or in part by Tenant, and except for Tenant's Equipment, Landlord shall maintain the Leased Premises, including all required Tower marking and lighting, in reasonable condition for the intended use by Tenant and in compliance with all Federal Aviation Administration and FCC rules and regulations, and shall promptly repair any material damage to the Leased Premises; all necessary maintenance and repairs; provided, however, that when such maintenance and repair is made necessary by or because of the fault or negligence of Tenant (reasonable wear and tear excepted), Tenant shall reimburse Landlord for the cost thereof. Tenant shall also reimburse maintenance costs as provided in paragraph 5(c). In the performance of its obligation to maintain and repair the Tower, and to allow other Tenants to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for the Landlord to require Tenant to temporarily cease transmission activities, to turn off electrical power, and/or to make other adjustments to its equipment and operations. Landlord shall use commercially reasonable efforts to schedule such work so as to cause minimum disruption to Tenant's operations. Tenant agrees to cooperate with Landlord and to comply with and honor Landlord's requests for temporary cessation of transmission activities, to turn off electrical power, and/or to make adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of such work.

(b) Landlord shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration, the Federal Communications Commission, and all other applicable governmental authorities.

(c) Tenant, at its own expense, shall carry out maintenance of Tenant's Equipment, including, but not limited to, the electrical and mechanical maintenance of Tenant's Equipment. Maintenance shall be conducted by Tenant in accordance with standards of good engineering practice to assure that at all times, Tenant's Equipment conforms to the requirements of the FCC and all other government bodies or agencies with jurisdiction over Tenant.

17. Tenant Construction.

(a) Landlord and Tenant agree that Tenant shall have the right at its sole cost and expense, to install, renovate, alter, replace, modify, repair and remove ("Construction") Tenant Equipment, detailed in Exhibit "B", located in or on the Leased Premises as its operation may require. Any change or modification shall require prior written approval from Landlord which shall not be unreasonably denied. Except as stated in Paragraph 17(b), commencement of any new, replacement or maintenance-related Construction is contingent upon a structural study of the Tower (including all existing Tower appurtenances, Tenant's Equipment shown on Exhibit "B" and capacity or Tower space reserved by Landlord), that demonstrates all physical components of the Tower shall meet the minimum requirements of the current IBC/ANSI/TIA/EIA standard (the "Passing Structural"), if requested in writing by Landlord, and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by



Tenant for its use of the Property and the Tower, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"); provided however, that:

(i) such Construction is in compliance with standards of good engineering practice and, if necessary, have been approved and are in compliance with standards imposed by the FCC and any other Governmental Approvals under this Lease and Landlord agrees to reasonably assist Tenant with such applications;

(ii) Tenant submits written plans and specifications at least sixty (60) days prior to commencing Construction to Landlord and Landlord, whose approval shall not be unreasonably withheld; approves plans and specifications in writing;

(iii) In the event of damage to the antenna or Leased Premises which damage has, will or is causing interruptions or problems with the operation of Tenant's Equipment, then notwithstanding the time frame set forth above, Tenant shall endeavor to give Landlord immediate notice of the need to make such emergency repairs, and Landlord shall reasonably cooperate with Tenant in connection therewith;

(iv) Tenant Construction is in compliance with the NTP Checklist and Site Technical Standards attached hereto as **Exhibit "C"**;

(v) prior to commencement of Construction, Tenant shall provide Landlord with a copy of an independent professional analysis of wind-loading and weight loading, (the "Structural Analysis") as detailed in Paragraph 17(a), above, showing a Passing Structural. The selection of the independent professional to conduct said analysis shall be subject to the approval of Landlord, which will not be unreasonably withheld;

(vi) Tenant's proposed changes do not involve any change to the frequency and/or effective radiated power ("ERP") of Tenant's Equipment; and

vii) Tenant pays all costs of Construction, including planning and permitting, together with costs occasioned by Landlord prior to and during Construction that arise out of, relate to or are connected with Construction.

(b) Alterations and Permanent Improvements. Unless required by applicable codes, governmental regulations, or Landlord's structural engineer, Tenant shall be permitted to make replacements or repairs to Tenant's Equipment without completing a Structural Analysis or the steps described in 17(a) (ii) and (iv) above, to the extent such changes utilize physically identical equipment as that being replaced and/or repaired. In the event structural alterations or reinforcements that modify or alter the existing structural components of the Tower or Transmitter Room ("Permanent Improvements") are required for the installation of Tenant's

Equipment, Tenant shall have the right at its sole cost and expense to make such modifications to the Transmitter Room or the Tower but only upon Landlord's prior written approval (which may be withheld for any reason whatsoever) of Tenant's reinforcement plans and drawings a prerequisite to any such Permanent Improvements at the Leased Premises. Any such Permanent Improvements of the Tower or the Transmitter Room shall become the property of Landlord.

(c) Construction Scheduling. Construction of Tenant's Equipment on the Tower shall not commence without written consent from the Landlord approving Tenant's proposed construction schedule. Tenant shall give Landlord no less than thirty (30) business days advance written notice of commencement of any Construction or any subsequent alterations to the of Tenant's Equipment within the Premises or on the Tower, and sixty (60) business days advance written notice of commencement of any structural modifications or reinforcements to the Tower.

(i) Whenever possible, Tenant shall schedule such Construction so as to minimize disruption to the operations of the tenants on the Tower. Such installation work may require the cessation of operation of other tenants on the Tower, however, and there can be no assurance that each will agree to the precise schedule requested by Tenant. Landlord shall use reasonable efforts to coordinate this work with the other tenants to permit Construction at the time(s) and date(s) requested.

(ii) Tenant shall give Landlord no less than five (5) business days advance written notice of any maintenance of Tenant's Equipment on the Tower except in the case of an emergency in which case twenty-four (24) hours prior notice shall suffice. Such maintenance or installation work may require the cessation of operation of other tenants on the Tower, however, and there can be no assurance that each will agree to the precise schedule requested by Tenant. Landlord shall use reasonable efforts to schedule this work with the other tenants at the time requested.

(d) Liens. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Property, Transmitter Room, Tower, or Leased Premises, any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any lien of mechanics, suppliers, materialmen or others to be placed against the Transmitter Room, Tower, or Property, and Tenant covenants and agrees within thirty (30) days after written notice by any entity of the filing of such lien to cause it to be release and removed of record. If Tenant shall fail to cause such lien or encumbrance to be discharged, then, in addition to any other right or remedy Landlord may, but shall not be obligated to, discharge the same either by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action of the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with



interest, costs and allowances. Any amount so paid by Landlord, and all costs and expenses, including attorneys' fees, incurred by Landlord in connection therewith, shall constitute Additional Rent. Landlord and Tenant shall execute and Landlord shall cause to be recorded a Memorandum of Lease documenting the agreements set forth in this Paragraph 18(d),

(e) Title. Landlord's title to the Property (if owned by Landlord), Transmitter Room, Tower, and Leased Premises is and always shall be paramount to the interest of Tenant and nothing herein contained shall empower Tenant to do any act or to omit any act which would encumber Landlord's title.

18. Tower Damage. In the event that the Tower is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other casualty so as to be unfit for Tenant's occupancy and intended use hereunder and the Tower cannot be restored or rebuilt by Landlord within ninety (90) days, (which restoration shall occur only through the use of insurance proceeds attributable to the loss affecting the Tower and Antenna Space) then either Tenant or Landlord may elect to terminate this Lease by written notice to the other party. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, vandalism, aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Tenant's antennas, then Landlord may remove Tenant's antennas and interrupt Tenant's operations, thereafter replacing the antennas as soon as reasonably possible. Tenant shall be entitled to a pro rata refund of its prepaid Basic Rent for such time as it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Under no circumstances shall Landlord be liable for any financial loss due to business interruption caused by the aforementioned circumstances.

19. Limitation of Liability. Landlord, its agents or employees, shall not be liable for (and to the extent permitted by law, Tenant hereby releases Landlord and its agents and employees from) any loss of or damage to property of Tenant or of Tenant's agent, contractors, employees, invitees, or licensees, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature unless proximately caused by the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. Without limiting the foregoing, neither Landlord, nor its agents or employees, shall be liable for any such damage, losses, or liabilities (collectively "Losses") caused by, related to or connected with other tenants of Landlord or persons in, upon or about the Transmitter Room, Tower, Property or Leased Premises; or caused by bursting, interruptions, stoppages, or leaking of water, gas, sewage or steam pipes, transmissions, electrical systems; flooding or damage caused by water intrusion, sprinkling devices, air conditioning apparatus, water (from any source), snow, ice, frost, steam; excessive heat or cold; broken glass, odor, noise, or collisions, unless any such loss or damage is proximately caused by the willful acts of Landlord, its agents, employees or contractors. Any Losses for which Landlord is found to be obligated shall in no event include punitive or consequential damages, or loss of use or profits or business opportunity. All property belonging to Tenant or any occupant of the Property that is in the Transmitter Room, Tower, Property or Leased Premises, shall be there at the risk of Tenant or other occupant only; and Landlord shall

not be liable for loss or damage thereto or theft or misappropriation thereof except as provided herein above.

20. **Service Interruption.** Landlord shall incur no liability to Tenant for failure to furnish space, as provided herein, or the rendition of any services, if prevented by war, fires, strikes, or other labor troubles, accidents acts of God, or other causes beyond Landlord's control, including but not limited to, temporary or intermittent service interruptions resulting from maintenance and repair work to the facilities of Landlord or other tenants on the Tower, or alterations to the Tower required by any tenants on the Tower, or alterations to the Tower required by any governmental authority or repairs necessitated by windstorm or other casualty. Tenant is hereby put on notice that service interruptions will be required in order that maintenance and repair work may be accomplished consistent with the requirements of OST 65 and the rules and regulations of OSHA such maintenance to include but is not limited to replacement of lights on the Tower. Tenant shall take all action necessary to ensure compliance with RF radiation guidelines established by the FCC or other agencies and shall, as provided above, reduce or shut down power to protect where necessary workers at the Tower site..

21. **Eminent Domain.** If the either land upon which Landlord's Tower, foundation, guy wire anchors or building is located, or the Leased Premises are acquired or condemned under the power of eminent domain whether by public authority, public utility, or otherwise, then this Lease shall terminate as of the date title shall have vested in public authority. Landlord shall be entitled to the entire amount of any condemnation award, except the Tenant shall be entitled to make claim for and retain a condemnation award based on and attributed to the expense of removing its fixtures.

22. **Assignment.** Tenant shall not sublet, assign, mortgage, or encumber this Lease or any of Tenant's rights hereunder. Tenant acknowledges and agrees that it shall not have any rights to sublet or permit the Leased Premises or any part thereof to be used by others, and that, in any event, no sublet or use by others shall relieve Tenant of its obligations under this Lease.

23. **Default and Remedies.**

(a) In the event Tenant shall: (i) default in the payment of Rent or any other sum payable by Tenant hereunder, and such default shall continue for a period of five (5) business days after receipt of written notice by Landlord; or (ii) default in the performance of any other covenants or agreements of this Lease and such default shall continue for ten (10) business days; (iii) Tenant's breach of the terms of the Lease; or (iv) become bankrupt or insolvent or should any debtor proceeding be initiated by or against Tenant, then Landlord may pursue the following rights and remedies:

(i) Terminate this Lease and retake possession of the Leased Premises;

(ii) Enter the Leased Premises and relet the same without termination of the Lease, in which event Tenant covenants and agrees to pay any deficiency after Tenant is credited with the Rent thereby obtained less all repairs and expenses (including the expenses of



obtaining possession);

(iii) Cure any such default and invoice Tenant for the costs and expenses of the same, which invoice shall be payable within ten (10) days of its receipt by Tenant; and

(iv) Exercise any other remedy available at law or in equity.

(b) If Tenant remains in default beyond any applicable cure period, whether or not Landlord shall have terminated this Lease, Landlord may demand immediate removal by Tenant of Tenant's Equipment (except for Permanent Improvements) from the Property, and if Tenant fails to do so within thirty (30) days of Landlord's demand, Landlord may remove and store the Tenant's Equipment at Tenant's sole cost. In such event, Landlord shall not be liable to Tenant for damage to the Tenant's Equipment in the course of such removal, and Tenant shall reimburse Landlord for any damages to the Property caused by such removal.

(c) Landlord shall in no event be liable in any way whatsoever for failure to relet the Leased Premises, or, in the event that the Leased Premises are relet, for failure to collect the rent thereof under such reletting. Landlord's exercise of any particular remedy shall not preclude Landlord from exercising any other remedy available to Landlord, whether under this Lease, at law or in equity. Tenant hereby expressly waives any and all rights of redemption, whether statutory or otherwise, granted by or under any present or future laws in the event of Landlord's obtaining possession of the Leased Premises. Tenant further agrees to pay the reasonable attorney's fees and costs of Landlord, including court costs, if Landlord engages an attorney to collect Rent or otherwise enforce the terms and provisions of this Lease.

24. Removal of Tenant's Equipment. Tenant shall, at the termination of this Lease, surrender possession of the Leased Premises to Landlord in as good a condition as prior to the commencement of this Lease, reasonable wear and tear excepted. At the termination of this Lease, whether it expires by its own terms or is canceled for any reason, Landlord agrees to give Tenant access to remove Tenant's Equipment for a period of no more than thirty (30) days after such termination. Tenant agrees at the termination of this Lease to remove Tenant's Equipment (except for Permanent Improvements) and to pay all cost in connection with such removal, transmission line affixed to the Tower and shall. In the event Tenant's Equipment is not removed thirty (30) days after such termination, Tenant shall pay to Landlord the holdover monthly rent stated in Paragraph 7.

(a) Notwithstanding anything herein to the contrary, if the Property is leased by Landlord, then (i) this Lease shall be subject and subordinate to the terms of such Property lease (the "Ground Lease"), (ii) Tenant shall not take any action that would cause Landlord to be in breach or default under the Ground Lease, (iii) if the Ground Lease expires or is terminated for any reason, then the Term of this Lease shall thereupon end, and (iv) if required by the terms of the Ground Lease, this Lease shall be subject to the consent of the Ground Lease Landlord as



provided therein.

(b) Upon written request by Landlord, Tenant agrees to subordinate its rights under this Lease to the lien of all mortgages (regardless of whether such mortgages now exist or may hereafter be created) with regard to all or any part of the Transmitter Room, Tower or Property, and to any and all advances to be made thereunder and all modifications, consolidations, renewals, replacements and extensions thereof.

(c) Tenant shall, in the event of the sale or transfer of Landlord's interest in the Property or Leased Premises, or in the event of any proceedings brought for the foreclosure of any mortgage covering the Property or Leased Premises, attorn and by the execution of this Lease does so attorn to and recognize such purchaser or assignee or mortgagee as Landlord under this Lease.

(d) Tenant agrees that, upon the request of Landlord or any such assignee or mortgagee, Tenant shall execute and deliver whatever instruments may be required to carry out the intent of this Paragraph 24 and Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact in its name, place and stead so to do in the event Tenant fails to comply with this Paragraph 24(d) within the ten (10) days after demand therefor in writing.

25. Remedies Cumulative. The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of and other remedies against the other party hereto.

26. No Waiver. Should Landlord permit a continuing default of Tenant in Tenant's performance of the terms of this Lease, the obligations of Tenant hereunder shall continue and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights of Landlord or obligations of Tenant hereunder.

27. Relationship of Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant, nor cause Landlord to be responsible in any way for the acts, debts or obligations of Tenant.

28. Broker. Tenant warrants that it has dealt with no broker, commission agent, finder or other person or entity with respect to this Lease and Landlord warrants that it has dealt with no broker, commission agent, finder or other person or entity with respect to this Lease. Each party shall indemnify and hold harmless the other party from any and all claims, actions, damages, costs, expenses, and liability whatsoever, including reasonable attorney's fees, that may arise from any claims for commission or finder's fees in connection with this Lease, the Property, or Leased Premises.



29. Applicable Law. This Lease shall be construed and governed in accordance with the internal laws of the State in which the Property is located and without regard to the conflict of laws provisions thereof.

30. Entire Agreement. This Lease and any other documents referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertaking other than expressly set forth herein. This Lease supersedes all prior agreements and understandings between the parties. No modification of this Lease shall be effective unless contained in writing signed by the authorized representative of both parties.

31. Headings. The paragraph headings contained in this Lease are for reference purpose only and shall not affect in any way the meaning or interpretation of this Lease.

32. Notice. All notices, requests, consents or other communications required or permitted under this Lease shall be in writing and shall be deemed to have been duly given or delivered by any party (a) when received by such party if delivered by hand, (b) on the next business day if being sent by recognized overnight delivery service, in each case addressed as follows:

If to Landlord:

Coral Ridge Presbyterian Church, Inc.
~~5555 N. Federal Highway~~
Ft. Lauderdale, FL 33308
Attention: Rob Pacienza
Email address: Rob@CRPC.org

with a copy (which shall not constitute notice) to:

A. Wray Fitch III, Esq.
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807
Email address: awg@gg-law.com

and

Robert C. McEacham, Esq.
May, McEacham & Davell, P.A.
1 Financial Plaza, Ste 2602
Fort Lauderdale, FL 33394
Email address: RMcEacham@mmdpa.com



If to Tenant:

Bible Broadcasting Network, Incorporated
11530 Carmel Commons Blvd.
Charlotte, NC 28226
Attention: Michael Raley, Development Manager
Email address: mraley@bbnmedia.org

with a copy (which shall not constitute notice) to:

Gary Smithwick
Smithwick & Belenduk, P.C.
5028 Wisconsin Avenue, NW, Ste 301
Washington, DC 20016
Email address: gsmithwick@fccworld.com

and

Email address;

~~Any party by written notice to the other parties pursuant to this Paragraph 32 may change the address or the name(s) of person(s) to whom notices or copies thereof shall be directed.~~

33. Counterparts and Facsimile Signatures. This Lease may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, will constitute a single agreement. Facsimile signatures will suffice as originals.

34. Severability. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

35. Tenant Entity. Tenant hereby covenants and warrants that Tenant is a duly constituted not-for-profit organization qualified to do business in the state in which the Property is located; all Tenant's corporate franchise or other entity-related taxes, if any, have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such person is duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.



36. **Successor, Assigns and Third Parties.** This Lease shall inure to the benefit of and be binding upon Landlord, its successors and assigns and Tenant and its permitted successors and assigns. Tenant is not authorized to assign this Lease and any transfer of this Lease occurring as part of an asset sale, merger, or transfer of any interest in Tenant shall be deemed to be an unauthorized assignment. Except as expressly provided otherwise, nothing contained in this Lease shall be construed so as to confer upon any persons rights of a third party beneficiary.

37. **Representations and Warranties.** Landlord and Tenant each represent and warrant to the other that it is legally qualified, empowered and able to enter into this Lease, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation or any kind to which the party is subject or by which it is bound.

38. **Survival.** The indemnification outlined in Paragraphs 12(b), 17(d), 17(e), 19, 23, 24, 28, 39, 40, 41 and 42, Tenant's contractors, shall survive termination of this Lease and be binding on Tenant, any successors, heirs, and assigns.

39. **Dispute Resolution.**

(a) **Settlement Meeting.** If a claim, dispute or other disagreement (hereafter "dispute") between Seller and Buyer arises out of, relates to or is otherwise connected with this Agreement, the Station Assets, the parties' dealings with each other or third parties in connection with any of the foregoing or the transaction contemplated by this Agreement (including without limitation claims related to the expiration or termination of this Agreement and any claim for damages or compensation related thereto), then the parties agree to attempt in good faith to resolve such disputes on an informal basis by participating in an informal settlement meeting ("Settlement Meeting"). The Settlement Meeting shall take place no later than five (5) days from and after the date of written notice from either Party demanding a Settlement Meeting.

(b) **Non-binding Mediation.** If the event the dispute is not resolved in the Settlement Meeting, then as a condition precedent to litigation, the parties agree to submit the matter to non-binding mediation under the American Arbitration Association ("AAA") Commercial Mediation Rules. The mediation shall be conducted by one (1) mediator (selected by and paid in equal shares by both parties) not more than fifteen (15) days following the filing of a request for mediation at a suitable location to be chosen by the mediator with twenty-five (25) miles of, and within the state of, Seller's then current principal business address (currently Fort Lauderdale, Florida). Any settlement reached at mediation shall be enforceable as a contract in Broward County, Florida. Notwithstanding the foregoing, if a deadline (whether imposed by contract, statute or otherwise) necessitates the filing of a court proceeding in order to preserve claims and/or toll deadlines, then such action may be filed but shall be stayed pending the conclusion of the non-binding mediation. Additionally, notwithstanding the foregoing, nothing in Section 15 shall preclude or constitute a precondition to either party initiating a court proceeding in order to enjoin or otherwise preclude imminent harmful actions by the other party and/or third parties and/or imminent and irreversible damage to a Party, and/or to compel required conduct from either party and/or third parties consistent with this

Agreement. If the parties do not resolve their dispute in mediation, then either party shall have an unencumbered right to file a lawsuit in the venue described in Section 15.7 to resolve the dispute.

40. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER HARMLESS AGAINST ANY CLAIM OF LIABILITY OR LOSS FROM PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM OR ARISING OUT OF THE USE AND OCCUPANCY OF THE LEASED PREMISES OR THE PROPERTY BY THE PARTY, ITS SERVANTS OR AGENTS, EXCEPTING, HOWEVER, SUCH CLAIMS OR DAMAGES AS MAY BE DUE TO OR CAUSED BY THE ACTS OR OMISSIONS OF THE OTHER PARTY, OR ITS SERVANTS OR AGENTS.

WITHOUT LIMITING THE FOREGOING, TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL COSTS, LOSSES, CLAIMS, DEMANDS, SUITS AND PROCEEDINGS, INCURRED, MADE OR COMMENCED BY ANY PARTY AGAINST ANY OF THE FOREGOING, FOR PERSONAL, PROPERTY OR OTHER DAMAGE, CAUSED BY, RESULTING FROM, OR ARISING OUT OF, OR BY VIRTUE OF (I) THE USE BY TENANT, ITS AGENTS, SERVANTS, EMPLOYEES OR INVITEES OF THE TOWER, THE TRANSMISSION BUILDING OR LEASED PREMISES, OR (II) THE PERFORMANCE BY, OR CARRYING OUT BY IT, HIM OR THEM, OF ANY TERMS AND CONDITIONS HEREOF, OR (III) THE FAILURE TO PERFORM ANY TERM, COVENANT OR CONDITION REQUIRED TO BE PERFORMED BY TENANT HEREUNDER, OR (IV) ANY DAMAGE OR INJURY THAT MAY OCCUR AS A RESULT OF AN UNSAFE CONDITION, OR OF ANY NEGLIGENT INSTALLATION OR MAINTENANCE, OF TENANT'S EQUIPMENT, OR (V) TENANT'S FAILURE TO COMPLY WITH ANY APPLICABLE STATUTE, RULE, REGULATION, ORDER OR OTHER STANDARD PERTAINING TO THE USE OR INSTALLATION OR MAINTENANCE OF TENANT'S EQUIPMENT; AND FROM AND AGAINST ANY AND ALL EXPENSES AND LOSSES THAT MAY BE INCURRED BY LANDLORD, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AS A RESULT OF ANY SUCH CLAIM, DEMAND SUIT OR PROCEEDING, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES, COURT COSTS AND EXPENSES INCURRED IN ALL PROCEEDINGS (INCLUDING WITHOUT LIMITATION APPELLATE, BANKRUPTCY AND ADMINISTRATIVE PROCEEDINGS) RESPONDING TO OR DEFENDING ANY SUCH CLAIM, DEMAND SUIT OR PROCEEDING. IN PARTICULAR, AND NOT IN LIMITATION OF THE FOREGOING, TENANT AGREES TO INDEMNIFY AND HOLD THE LANDLORD INDEMNITEES HARMLESS FROM ANY LIABILITY, LOSS OR EXPENSE THAT MAY OCCUR OR ARISE OUT OF ANY INTERFERENCE CAUSED BY THE TENANT'S EQUIPMENT TO TWO-WAY CHANNELS, TELEVISION OR RADIO TRANSMITTERS/RECEIVERS OR MICROWAVE INSTALLATIONS, WHETHER ON OR OFF THE LEASED PREMISES OR



THE PROPERTY.

THE INDEMNITY OBLIGATIONS OF TENANT UNDER THIS PARAGRAPH 40 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

41. Hazardous Materials.

(a) Definitions.

(i) "Claim" shall mean and include any demand, cause of action, proceeding or suit and the results thereof (i) for damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, expenses, liabilities, interest, contribution or settlement (including, without limitation, attorneys' fees, court costs and disbursements), (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments, or Response actions, and (iii) for enforcing contribution, or indemnification agreements.

(ii) "Environmental Law" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq. (including 47 C.F.R. Section 1.1301 et seq.); the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection Act of Oregon ("IEPA"), Ill. Rev. Stat. ch. 111, para. 1001 et seq., and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

(iii) "Hazardous Materials" shall mean and include the following,



including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product, or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(iv) "Manage" means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(v) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration from adjacent property or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(vi) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

(b) Tenant covenants that (a) Tenant shall at its own cost comply with all Environmental Laws with respect to its operations on the Property; (b) Tenant shall not Manage any Hazardous Materials on the Leased Premises, nor conduct nor authorize the same, including installation of any underground storage tanks, without prior written disclosure to and approval of the Landlord, which approval shall not be unreasonably withheld; (c) Tenant shall not take any action that would subject the Premises to permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (d) Tenant shall not dispose of Hazardous Materials on the Premises; (e) Tenant shall not discharge Hazardous Materials into drains or sewers in violation of environmental laws; (f) Tenant shall not suffer, cause or allow the Release of any Hazardous Materials on, to or from the Premises in violation of environmental law or in quantities requiring a permit; and (g) Tenant shall at its own cost arrange for the lawful transportation and off-site disposal of all Hazardous Materials that it generates.

(c) During the Term of this Lease, Tenant shall promptly, upon Tenant's receipt thereof, provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens



or response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration or other federal, state or local agency or authority or any other entity or individual, concerning (a) any Release of a Hazardous Material on, to or from the Leased Premises or Property; (b) the imposition of any lien on the Leased Premises or Property; or (c) any alleged violation of or responsibility under Environmental Laws. Landlord and Landlord's employees shall, upon reasonable notice to Tenant, have the right to enter the Leased Premises and conduct appropriate inspections or tests in order to determine Tenant's compliance with this Paragraph 41.

(d) Tenant shall indemnify, defend and hold harmless Landlord from all Claims suffered or incurred by Landlord arising from or attributable to any breach by Tenant of any of its warranties, representations or covenants in this Paragraph 20. In the event any Claims or other assertion of liability shall be made against Landlord for which Landlord is entitled to indemnity hereunder, Landlord shall promptly notify Tenant of such Claim or assertion of liability and thereupon Tenant shall, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. Tenant's obligations hereunder shall survive the termination or expiration of this Lease, but shall apply only to Claims that arise from Tenant's occupancy of the Leased Premises.

~~42. WAIVER OF JURY TRIAL, LANDLORD AND TENANT~~
HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PROJECT OR THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD AND TENANT ENTERING INTO THIS LEASE.

[SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date and year first above written.

LANDLORD:

CORAL RIDGE PRESBYTERIAN CHURCH, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TENANT:

BIBLE BROADCASTING NETWORK,
INCORPORATED

By: _____
Name: _____
Title: _____



EXHIBIT A
ANTENNA SPACE

Antenna space on the Tower presently at 26-05-12.6N Latitude and 080-24-53.3W Longitude on real property ("Property") located at 5555 North Federal Highway, Fort Lauderdale, Florida 33308 and the legal description of the Property is:

**CORAL RIDGE ADD B 41-47 B PARCEL A
TOGETHER WITH LOTS 1 THRU 11 BLK 10**



EXHIBIT B
LESSEE'S EQUIPMENT

- (1) One transmit antennas and one (1) three meter satellite dish to be located on the rooftop of landlords facilities (1) 1 5/8" coaxial cables, with the antennas at a permanent location at the 280' foot level on Landlord's Steeple.
- (2) Flexible coaxial transmission lines between antennas and communications equipment, which shall be anchored and installed on the tower in accordance with good and accepted engineering practices.
- (3) Radio communications equipment, consisting of transmitter, equipment rack and accessories currently installed in the equipment building located near the base of the tower.
- (4) Antenna, wiring and connectors located in the radio tower at the property located at 5555 North Federal Highway, Fort Lauderdale, Florida.



EXHIBIT C
NTP CHECKLIST AND SITE TECHNICAL STANDARDS

The appropriate checklist and technical standard will be attached at the time the lease is executed.

