

Dec 10 01 08:27p

C. Michael Curry

352.379.0795

p.12

MODIFICATION TO COMMERCIAL LEASE

THIS MODIFICATION TO COMMERCIAL LEASE is made this 10th day of December, 2001, by and between Romar Holdings, LLC. ("Landlord") and Hispanic Keys Broadcasting Corporation d/b/a Channel 8, a Florida corporation ("Tenant").

WITNESSETH:

WHEREAS, Tenant executed that certain Commercial Lease (the "Lease") dated January, 2001, by and between Tenant and Landlord's predecessor in interest Eugene and Charlotte Milgram; and

WHEREAS, Tenant and Landlord desire to modify the Lease as herein set forth.

NOW THEREFORE, for Ten 00/100 Dollars and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 2 of the Lease is hereby amended that the term of the Lease shall be extended to July 31st, 2008.

2. Section 4(A) of the Lease is hereby amended to provide a Minimum Rental throughout the increased Term shall be from July 31st, 2003 to July 31st, 2004 a Minimum Rental Amount of \$1,500.00. Thereafter, commencing on July 31, 2004 rent be adjusted upwards annually by no less than 4% and no greater than 7% by reference to the cost of living statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics, designated Consumer Price Index for all urban consumers (CPI-U), unadjusted U.S. City Average. In the event it shall be impossible to do so, or in the event the Bureau of Labor Statistics shall cease to publish said statistical information, and it is not available from any other source, then the determination of the adjustment in the Fixed Minimum Annual Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics. If none is available, the parties shall accept comparable statistics on the cost of living in the United States, as shall then be computed and published by an agency of the United States, or if none, by a respected financial periodical selected by Landlord.

3. All other terms of the Lease remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

LJR
ANTENNA SITE LEASE SCHEDULE NO.: 020400788N0044
Hipanic Keys Broadcasting Corporation #
Preparation Date: December 11, 2001

LESSOR: Name: Pinnacle Towers Inc.
 Address: 301 N. Calhoun Rd., Suite 300
 City/State/Zip: Sarasota, FL 34232
 Phone: 941-364-8856 Fax: 941-364-8761

LESSEE: Name: Hipanic Keys Broadcasting Corporation
 Address: 5200 N.W. 43rd Street
 City/State/Zip: Gainesville, FL 32608
 Entity Type: Commercial

CONTACT(s): With copy of notices to:
 Name: Mike Gurry
 Phone: 352-395-5204
 Fax: 352-379-0795


BILLING: Name: Accounts Payable
 Address: 5200 N.W. 43rd Street
 City/State/Zip: Gainesville, FL 32608
 Phone: 352-395-6204 Fax: 352-379-0795

SITE: Name: One Biscayne
 Address: 2 South Biscayne Blvd
 County/State: MIAMI DADE, FL 33131
 Coordinates: Latitude: 25-46-25.00 N
 Longitude: 80-11-18.00 W

LEGAL DESCRIPTION: The legal description of this Site is attached hereto as Attachment A.

LESSEE'S EQUIPMENT: Exhibit C attached hereto contains a description of Lessee's equipment which is permitted on the Leased Premises. (This offer will remain valid for thirty (30) days from the schedule preparation date).

INITIAL MONTHLY RENTAL RATE: \$ 1800.00 per month plus any applicable taxes or monies as stated herein. (This offer will remain valid for thirty (30) days from the schedule preparation date).

INITIAL TERM: 60 months commencing upon the start date of installation, but no later than 02/01/04 

RENEWAL TERM(s): 3 automatic renewal terms of 60 months each, subject to the terms of any underlying ground lease, unless Lessee provides Lessor written notice no later than ninety (90) days prior to the end of the then-current term, of Lessee's intent to not renew the next term.

RENTAL ESCALATION: The monthly rental rate shall increase 5.0% on each anniversary of the commencement date of the initial term of this Lease throughout the initial and any renewal term(s).

ENERGY CONSUMPTION: ☒ Included in rent or ☐ Not included in rent. Lessee shall be solely liable for all utility expenses relating to its installation and equipment. Lessee's electrical service shall be separately metered, and Lessee shall be fully responsible for all costs associated with metering, including the cost of its installation and usage.

ENERGY CONSUMPTION: Energy rate assumed an electricity cost rate of .07 cents per kilowatt hour. Lessor reserves the right to adjust the monthly rate to cover actual energy costs which exceed this usage rate.

PARTIAL INVALIDITY: The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this Lease shall not affect the remaining portions so long as the material purposes of this Lease can be determined and effectuated.

LJR

ANTENNA SITE LEASE SCHEDULE NO.: 020400786N0044

Hispanic Keys Broadcasting Corporation #

Preparation Date: December 11, 2001

LESSOR: Name: Pinnacle Towers Inc.
Address: 301 N. Cattlemen Rd., Suite 300
City/State/Zip: Sarasota, FL 34232
Phone: 841-364-8888 Fax: 841-364-8761

LESSEE: Name: Hispanic Keys Broadcasting Corporation
Address: 5200 N.W. 43rd Street
City/State/Zip: Gainesville, FL 32606
Entity Type: Commercial

CONTACT(s): With copy of notices to:
Name: Mike Curry
Phone: 352-395-5204
Fax: 352-379-0795

BILLING: Name: Accounts Payable
Address: 5200 N.W. 43rd Street
City/State/Zip: Gainesville, FL 32606
Phone: 352-395-5204 Fax: 352-379-0795

SITE: Name: One Biscayne
Address: 2 South Biscayne Blvd
County/State: MIAMI-DADE, FL 33131
Coordinates: Latitude: 25-46-25.00 N
Longitude: 80-11-18.00 W

LEGAL DESCRIPTION: The legal description of this Site is attached hereto as Attachment A.

LESSEE'S EQUIPMENT: Exhibit C attached hereto contains a description of Lessee's equipment which is permitted on the Leased Premises. (This offer will remain valid for thirty (30) days from the schedule preparation date).

INITIAL MONTHLY RENTAL RATE: \$ 1800.00 per month plus any applicable taxes or monies as stated herein. (This offer will remain valid for thirty (30) days from the schedule preparation date).

INITIAL TERM: 60 months commencing upon the start date of installation, but no later than 01/01/01.

RENEWAL TERM(s): 3 automatic renewal terms of 60 months each, subject to the terms of any underlying ground lease, unless Lessee provides Lessor written notice no later than ninety (90) days prior to the end of the then-current term, of Lessee's intent to not renew the next term.

RENTAL ESCALATION: The monthly rental rate shall increase 5.0% on each anniversary of the commencement date of the initial term of this Lease throughout the initial and any renewal term(s).

ENERGY CONSUMPTION: ☒ Included in rent or
☐ Not included in rent. Lessee shall be solely liable for all utility expenses relating to its installation and equipment. Lessee's electrical service shall be separately metered, and Lessee shall be fully responsible for all costs associated with metering, including the cost of its installation and usage.

ENERGY CONSUMPTION: Energy rate assumes an electricity cost rate of .07 cents per kilowatt hour. Lessor reserves the right to adjust the monthly rate to cover actual energy costs which exceed this usage rate.

PARTIAL INVALIDITY: The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this Lease shall not affect the remaining portions so long as the material purposes of this Lease can be determined and effectuated.

020400786N0044

ENTIRE AGREEMENT: The parties hereto agree that this Antenna Site Lease contain the entire agreement between Lessor and Lessee as of the date of this Lease with respect to this Site. This Antenna Site Lease has not been induced by either party by any representations, promises or undertakings not expressed herein, such as collateral agreements, stipulations, promises or understandings that will affect the subject matter of this Lease.

By this reference, the form of this Antenna Site Lease may be incorporated into a subsequently negotiated Master Antenna Site Lease as of the date the Lessor and the Lessee reach such an agreement. The terms set forth in this Antenna Site Lease for installation and operation of Lessee's equipment shall continue, unless the terms of this Antenna Site Lease conflict with the terms set forth in the subsequently negotiated Master Antenna Site Lease. If the terms of this Antenna Site Lease conflict with the subsequently negotiated Master Antenna Site Lease, the terms of the Master Antenna Site Lease shall control.

Lessee's FCC License/Callsign: W24AX

Expiration Date: _____

FORESTRY FEES: The tenant is responsible for payment of annual forestry fees. Fees are based on the number of FCC licenses held by each customer. Pinnacle provides annual certification to the Department of Agriculture identifying the users on the sites as tenants (resellers of communication service) or customers (non-sellers of communication service). The Department of Agriculture then calculates the annual fee for the tenants and invoices Pinnacle. In turn, Pinnacle, invoices the tenant for their annual portion of the fee.

IN WITNESS THEREOF, this Lease has been duly executed and delivered by Lessor and Lessee on the date indicated below.

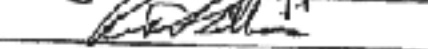
WITNESS:



Printed Name:

Susan Chappell

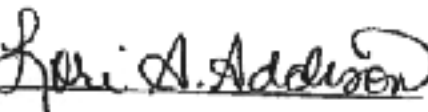
WITNESS:



Printed Name:

Peter Gibbs

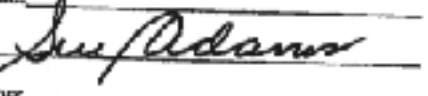
WITNESS:



Printed Name:

Lari A. Addison

WITNESS:

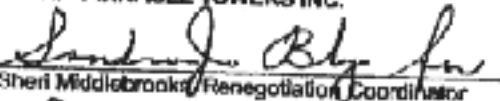


Printed Name:

Sue Adams

LESSOR: PINNACLE TOWERS INC.

BY:

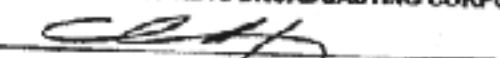

Sheri Middlebrooks, Renegotiation Coordinator

DATE:

Jan. 18, 2002

LESSEE: HISPANIC KEYS BROADCASTING CORPORATION

BY:



Name:

C. Michael Cury

Title:

V. Pres. / Owner

DATE:

11/5/01

Under Florida law it is required to have two witnesses sign these documents.
If for any reason this document is not witnessed by two individuals, it will be returned for
finalization.

Exhibit C

Lessee's Equipment

ANTENNA SITE LEASE NO.: 020400786N0044

Hispanic Keys Broadcasting Corporation #

Preparation Date: December 11, 2001

TOWER (SDA) MOUNTED EQUIPMENT LISTCURRENTLY INSTALLED Lessee Owned Antenna(s) ☒ (OR) Lessor's Master Antenna System ☐

| | | | | |
|-----------------------------------|----------------------------------|------------|---|---------|
| ANTENNA# 1- | Mounting Height: | 29' | Direction: <input checked="" type="checkbox"/> Up <input type="checkbox"/> Down | |
| Transmit <input type="checkbox"/> | Receive <input type="checkbox"/> | Leg/Face: | | |
| Make: | Jampro | Model: | JUHD-82 | Length: |
| Azimuth: | ° | Weight: | | Weight: |
| Mount Type: | | ERP: | | |
| Coax Size: | | Brass Tag: | | |

| | | | |
|----------------------|---|-----------------------|---|
| Total # of Antennas: | 1 | Total # of Feedlines: | 1 |
|----------------------|---|-----------------------|---|

GROUND & BUILDING EQUIPMENT LIST

| | |
|---|--|
| CURRENTLY INSTALLED <input checked="" type="checkbox"/> | Lessor's Building <input checked="" type="checkbox"/> (OR) Lessee's Building <input type="checkbox"/> |
| Utilizing Multicoupler: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Owned by Lessor <input type="checkbox"/> or Lessee <input type="checkbox"/> Barcode: |
| Utilizing Combiner: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Owned by Lessor <input type="checkbox"/> or Lessee <input type="checkbox"/> Barcode: |
| Utilizing Crossband Coupler: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Owned by Lessor <input type="checkbox"/> or Lessee <input type="checkbox"/> Barcode: |
| Filters/Duplexers/Bandpass/Isolator: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Barcode: |

| | | | |
|---------------------------|---|-------------------|-------------|
| Total # of Cabinets: | 1 | Total # of Units: | 1 |
| PTI Bar Codes | | | |
| Stacked: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| Cabinet Dimensions: | *W x *D x *H | | |
| Floor Space: | 2 ft. x 2 ft. (4 sq. ft.) | | |
| Equipment Make/Model: | ITS / 230A | Type: | Transmitter |
| Power Requirements: | 1000 Watts | Transmit Power: | |
| Notes: | | | |
| Transmit Frequency (MHz): | 512.25000 | | |
| Receive Frequency (MHz): | | | |

Electrical Usage

- ☒ Included in Price (PTI Bundled)
 ☐ Tenant Direct (Tenants Cost)
 ☐ Tenant Sub-meter
 ☐ Flat Rate \$

NOTE: This Schedule contains, in its entirety, Lessee's inventory of equipment specific to this rental agreement.

020400786N0044

ATTACHMENT A

Description of Antenna Site

To the Agreement dated _____ by and between Pinnacle Towers Inc., as Landlord, and Hispanic Keys Broadcasting Corporation, as Tenant. The property is described and/or depicted as follows:

Coordinates:

Latitude: 25-48-25.00 N
Longitude: 80-11-18.00 W

Note: If the foregoing description is not a metes and bounds legal description, the parties agree to replace the metes and bounds description with longitude and latitude coordinates for the legal description of the Property.

EXHIBIT A

ANTENNA SITE STANDARDS

1. **Purpose:** In order to minimize interference to every Lessee's operations and equipment, and to maintain good engineering practice, the following installation and maintenance standards are being established and may be amended by Lessor when deemed necessary, provided, however, that no such amendment shall materially affect Lessee's operations.
2. **Pre-Installation Standards:** Prior to any installation, Lessee must provide Lessor with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Lessor before the installation begins. The Lessor or its representative shall be on-site during major work on the tower. Lessee must notify the Lessor at least five (5) days in advance of any installation work. Following initial installation, routine maintenance work to Lessee's equipment may be performed without prior notice.
3. **Installation:**
 - (a) The following minimum protective devices must be properly installed:
 - (1) Lightning arrestor in feedline at wall feedthru plate for all non-broadcast antennas.
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding kit if applicable.
 - (4) Isolator and harmonic filter.
 - (5) Duplexer or cavity bandpass filter.
 - (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.
 - (c) All transmission lines entering the building must be 1/2" Heliax/Wallflex or better via a wall feedthru plate, terminating in a properly installed lightning arrestor with an ID tag on both ends of the line.
 - (d) Solid outer shield cable such as Superflex or Heliax/Wallflex must be used for all intercabling outside the cabinet. The use of braided RF cable (e.g., RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.
 - (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.
 - (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.
 - (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.
 - (h) All antenna lines shall be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.
 - (i) All equipment cabinets shall be identified with a typed label under plastic on which the Lessee's name, address and 24-hour phone number must be listed, in addition to a copy of Lessee's FCC license.
 - (j) Monitor speakers shall be disabled except when maintenance is being performed.
 - (k) All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the building, at the repeater or base station cabinet, and/or at the multicoupler/combiner ports.
 - (l) No drilling, welding or alteration of the tower is permitted for any reason.
 - (m) All ferrous metals located outside of the building or on the tower shall be either stainless steel or hot-dipped galvanized, not painted.
 - (n) Painted towers will require the painting of feedline by the Lessee prior to or before completion of the install.
4. **General:** Lessee must comply with any applicable instructions regarding any site security system.
 - (a) Gates shall remain closed at all times unless entering or exiting the premises. When leaving the building, ensure that all doors are locked and the security system is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Lessor.
 - (c) This lease does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.
 - (d) Do not adjust or tamper with the thermostats or HVAC systems.
 - (e) Access to the building roof is restricted to authorized maintenance personnel.

EXHIBIT B**INSURANCE FOR LESSEE, LESSEE'S CONTRACTORS AND LESSEE'S SUBCONTRACTORS**

Contractor's and Subcontractor's Commercial General Liability: Lessee shall notify Lessor, forty eight (48) hours in advance, when any work will be taking place at a Site, and prior to commencing any work Lessee shall provide Lessor with certificates of insurance in compliance with this Exhibit B showing commercial general liability insurance for contractors and subcontractors in the following amounts:

Lessee will require contractors working on the Leased Premises in the capacity of General Site Maintenance limited to:

- (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or
- (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.) to carry an umbrella / excess liability in excess of the business automobile, commercial general liability and workers compensation of a minimum of:

| | |
|-------------------------|----------------|
| Each occurrence limit | \$1,000,000.00 |
| General aggregate limit | \$1,000,000.00 |

Lessee will require contractors working at a Site, but not on the tower itself, excluding the above functions, to carry an umbrella / excess liability in excess of the business automobile, commercial general liability and workers compensation with minimum limits of:

| | |
|-------------------------|----------------|
| Each occurrence limit | \$3,000,000.00 |
| General aggregate limit | \$3,000,000.00 |

Lessee will require contractors working at a Site in any capacity which requires climbing the tower itself, to carry an umbrella/excess liability in excess of the business automobile, commercial general liability and workers compensation of a minimum of:

| | |
|-------------------------|----------------|
| Each occurrence limit | \$5,000,000.00 |
| General aggregate limit | \$5,000,000.00 |

Lessee and Lessee's representatives, contractors and independent contractors, are not agents for Lessor.

Property: Lessee is responsible for insuring for all loss or damage to its property or the property of others for which Lessee is responsible including loss of use or business interruption. Lessor assumes no responsibility for damage occurring to Lessee's, Lessee's contractor's and / or subcontractor's real, personal property and / or business interruption regardless of location.

Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability Insurance on owned, hired and non-owned vehicles in the following amount:

| | |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

| | |
|--|----------------|
| Policy Form | Occurrence |
| General Aggregate Limit | \$1,000,000.00 |
| Products & Completed Operations Limit | \$1,000,000.00 |
| Personal Injury & Advertising Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | \$1,000,000.00 |
| Fire Damage Limit | \$ 50,000.00 |
| Medical Expense Limit | \$ 5,000.00 |

Workers Compensation:

Requirements for the State of the site location

| | |
|-------------------------------|---------------|
| Statutory Employers Liability | |
| Limit each accident | \$ 100,000.00 |
| Limit disease aggregate | \$ 500,000.00 |
| Limit disease each employee | \$ 100,000.00 |

General: Within five (5) days after the execution of a Schedule and prior to the commencement of the initial term of such Schedule, Lessee shall provide Lessor with certificates of insurance showing the foregoing coverage in force for the applicable Site with a 30 day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and shall name Lessor as an "additional insured" on Lessee's liability policy, except workers compensation insurance. All insurance shall be maintained during the term of the applicable Schedule in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an A.M. Best Rate of A-: VIII or greater. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

PINNACLE TOWERS INC. - ANTENNA SITE LEASE #LJR

Lessor operates the Antenna Site described in this Antenna Site Lease. Pursuant to this Lease, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor certain space at the Site for installation and operation of Lessee's equipment on the terms set forth herein.

1. **Leased Premises.** Lessor hereby leases to Lessee certain space at the Site as specified and described (the "Leased Premises"). Lessee agrees to take the Leased Premises in strictly "AS IS" condition, and acknowledges that Lessor shall have no responsibility for the condition of the Leased Premises or any damage suffered by Lessee or any other person due to such condition. If this Lease provides that Lessee's equipment will be connected to a Lessor provided antenna system, Lessee shall be responsible for all costs of accessing Lessor's Master Antenna System including but not limited to the costs of combiner modules and other equipment required for the connection. Prior to the commencement of the initial term for this Lease, Lessee shall have the right to conduct tests, studies and analyses of the prospective Site in order to determine the suitability of such Site for Lessee's intended use. All such investigations shall be done at Lessee's expense. Lessee shall restore the Site to its original condition, and Lessee shall be liable for any damages resulting from the investigations. No such investigation shall be permitted to disturb existing tenants at the Site, and before commencing any investigations Lessor and Lessee shall enter into an Entry and Testing Agreement on terms acceptable to both parties.
2. **Term.**
 - a) The initial term and, if applicable, renewal terms, for the Leased Premises shall be as specified in this Lease. If this Lease provides for renewal terms, then, provided Lessee is not in default, the lease term for the Leased Premises identified in this Lease shall automatically renew at the commencement of each such renewal term unless, upon written notice to Lessor no later than ninety (90) days before the expiration of the term then current, Lessee terminates this Lease.
 - b) If Lessee holds over the Lease Premises after the final term of this Lease, this Lease shall revert to a month-to-month term, and rent shall be 150% of the rent for the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate this Lease without cause upon thirty (30) days notice to the other party.
3. **Rent.**
 - a) Lessee shall pay rent at the rate(s) specified in this Lease. Rent for any fractional month at the beginning or end of a term shall be prorated. Rent specified in this Lease shall increase as specified upon each anniversary of the commencement of the initial term for this Lease throughout the initial and any renewal term(s).
 - b) Lessee shall pay rent by electronic transfer or direct to Lessor's lockbox account at Pinnacle Towers Inc. P.O. Box 550094, Tampa, FL 33655-0094 no later than the first day of each calendar month with respect to which it is payable. If payment is not received by the 10th of any month, Lessor has the option to charge a late fee equal to the greater of \$25 or 1 1/2 % per month of the amount due.
 - c) Any security deposit required by this Lease will be held in a non-interest bearing account and shall be returned to Lessee thirty (30) days following the conclusion of the lease term, provided Lessee is not in default.
 - d) Lessee shall pay all sales or use taxes applicable to rent payable under this Lease or as a direct result of Lessee's equipment being located on the Leased Premises.
 - e) In the event that Lessee loads equipment at a Site which is not included in this Lease, then Lessor may, at its option, adjust the rental rate and the other terms of this Lease accordingly. No rental reduction shall be made if Lessee removes equipment included in this Lease. Should future audits reflect a discrepancy in equipment at such Site, Lessor may terminate this Lease.
 - f) If a Site is subject to a Prime Agreement (hereafter defined), and if Lessor's payments due under such Prime Agreement are increased by greater than the increase set forth in this Lease for said Site, the rent payable under said Lease shall be increased by a percentage equal to the percentage increase in the payments due under the Prime Agreement. Lessor shall give Lessee not less than thirty (30) days written notice prior to the effective date of any such increase.
4. **Installation.**
 - a) Lessee shall install and operate only the equipment identified in this Lease, and the cost of Lessee's installation, including the cost of any permits or licenses required for such operation, shall be borne solely by Lessee. Lessee shall comply with all Site rules and standards contained in Exhibit A to this Lease, each of which are incorporated herein by this reference.
 - b) During installation, Lessee shall not cause interference of any kind to the activities of Lessor or other lessees on the Site. If such interference is caused by Lessee and cannot be reduced to levels reasonably acceptable to Lessor, Lessee shall immediately halt all installation work, and Lessor may elect to terminate this Lease by giving Lessee ten (10) days written notice.
 - c) The placement of any slab and/or building for Lessee's use at a Site must be pre-approved by Lessor prior to installation. All pre-installation of said pad will be coordinated through the Lessor's appointed representative of said Site. No changes to the placement will be allowed without the prior written approval of Lessor. Lessee shall be solely liable for all expenses related to installation of said pad/platform as well as the cost to enclose Lessee's equipment.
 - d) Lessor reserves the right to require Lessee to relocate any or all of Lessee's equipment during the term of this Lease, and Lessee agrees to relocate said equipment, provided that (i) Lessor shall pay the reasonable costs of such relocations, and (ii) said relocation does not substantially alter the operation of said equipment.
5. **Uses of Leased Premises.**
 - a) Lessee shall use the Leased Premises and conduct its communications operations in compliance with the terms of its FCC license, and all applicable laws, orders, ordinances, and regulations pertaining to the Leased Premises or Lessee's business. Lessee shall, if requested, provide Lessor with copies of any permits required in connection with Lessee's operations on the Leased Premises.

- b) Lessee shall have a non-exclusive right to access the premises twenty-four (24) hours a day, 365 days a year for its employees, agents, or representatives as designated, subject to reasonable security restrictions. In accordance with procedures in Exhibit A, Lessee will be issued a key, key card, and/or access code to unlock the gate and transmitter room for maintenance purposes. This key may not be duplicated, loaned, or transferred to any other entity. If this key or keycard is lost or the integrity of security is breached by Lessee, Lessee will bear the expense for Lessor to re-tool the locks, reprogram the security system, and provide new keys and/or keycards for all authorized persons. Lessee shall provide Lessor the name of Lessee's custodian of the key or keycard; should the custodian change, Lessee shall notify Lessor, in writing, of the new custodian's identity within twenty-four (24) hours.
- c) Before performing any installation or maintenance work at a Site, Lessee shall notify Lessor and obtain Lessor's approval of the work to be performed and the persons to perform the work, which approval shall not be unreasonably withheld. All contractors and subcontractors of Lessee who perform any services on the Leased Premises must (i) be approved by Lessor in advance, must (ii) hold all licenses necessary for the work being performed, and must (iii) hold adequate insurance coverage as defined herein.
- d) Lessee shall not cause interference of any kind to the operations of the Lessor or other lessees at the Site in excess of levels permitted by the FCC, as well as interference to consumer electronic devices and blanketing interference as defined by section 73.318 of the FCC rules. If Lessee is notified that its operations are causing objectionable interference, Lessee shall immediately undertake all necessary steps to determine the cause of and eliminate such interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessee shall continue to be obligated to pay rent, and Lessor shall not be held liable for any damages or loss of revenues. If Lessee is required to discontinue its operation under this paragraph for a period of sixty (60) days, and provided Lessee has diligently pursued all reasonable cures and is unable to eliminate the interference, then Lessee shall have the right to terminate the applicable Schedule. Provided Lessee's equipment is operating properly, if the operations of any equipment installed after Lessee's equipment cause objectionable interference to Lessee's operation, then Lessor shall require the interfering lessee to remedy the interference and bear the costs thereof.
- e) Lessee understands that it is the intention of Lessor to accommodate as many users as possible at its Site. Lessee shall cooperate with Lessor in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in order to permit the safe installation of new equipment or new facilities at the Site or to permit repairs to facilities of any user of the Site or to the Site or related facilities.
- f) Lessor makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular use.
- g) Lessor will conduct its operations on the Site in compliance with all applicable laws and governmental regulations.
6. Utilities. Unless otherwise provided in this Lease, Lessee shall pay all installation costs for electrical power feeds, phone lines, and other utilities to its equipment, and Lessee shall pay for all Lessee's electrical power usage either directly to the utility company or as a reimbursement to Lessor. Lessee may have its electrical service separately metered at Lessee's sole cost and expense, and in such event Lessee shall only pay for the actual cost of its electrical usage.
7. Insurance.
- a) Insurance requirements for Lessee and Lessee's contractors are contained in Exhibit B attached hereto and incorporated herein by this reference. Lessor and Lessee release each other, and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Leased Premises, the Site and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage and any risks which would be covered by the insurance which such party is required to carry hereunder. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.
8. Maintenance of Site.
- a) Lessor shall maintain the Site in good repair, ordinary wear and tear excepted, and in compliance with applicable sections of Part 17 of the FCC's rules pertaining to lighting, marking, inspection, and maintenance. In cases where such FCC regulations require the painting of Lessee's feedlines, Lessee hereby consents to such painting.
- b) Lessee shall maintain its equipment in accordance with standards of good engineering practice to assure that it conforms with the site standards identified in Exhibit A which standards are attached hereto and incorporated herein by this reference, and shall at the conclusion of the Lease surrender possession of the Leased Premises to Lessor in the same condition they were at the commencement of the Lease, ordinary wear and tear excepted. Lessee shall place at the Leased Premises such signs as may be required by applicable federal, state, or local law with respect to Lessee's equipment.
9. Alteration by Lessee.
- a) Lessee may not make improvements or alterations to the Site, tower, building(s), or any portion of the Leased Premises without the expressed written permission of Lessor, in Lessor's sole discretion, provided that Lessee need not obtain any approval to modify or alter any equipment contained within any equipment storage area, or to replace equipment with other equipment of substantially the same size in the course of repairs or upgrading. Any such improvements that are approved by Lessor and thereafter made by Lessee shall become the property of Lessor upon termination or expiration of this Lease.
- b) Lessee may make changes and alterations in its equipment provided that (i) such changes or alterations conform with standards of good engineering practice and the provisions of Section 5, (ii) plans and specifications are first submitted to and approved in writing by Lessor, which approval shall not be unreasonably withheld, and (iii) any proposed changes or alterations do not increase the "wind loading" of the tower. At Lessor's request, Lessee will provide an independent professional analysis of "wind loading" and stress to determine any changes that equipment replacements or alterations would cause.

10. Site Damage; Damage to Lessee's Equipment; Service Interruption.
- a) If a Site is fully or partially destroyed or damaged, Lessor, at its option, may elect to terminate this Lease upon ten (10) days written notice to the Lessee. In this event, Lessee shall owe rent only up to the date on which Lessee was unable to conduct its normal operations solely due to the damage or destruction of the Site.
 - b) Lessor, at its option, may elect to repair or rebuild the Site, in which case, this Lease shall remain in force. If reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's antenna, then Lessor may remove Lessee's antenna and interrupt Lessee's operations, thereafter replacing the antenna as soon as reasonably possible. Lessee shall be entitled to a pro rata abatement of rent for the time it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. If Lessor is unable to fully restore a Site to full operational capacity within ninety (90) days after any casualty, Lessee may at its election within the subsequent ten (10) days and upon not less than three (3) days written notice to Lessor, elect to terminate this Lease without any penalty or further liability.
 - c) Under no circumstances whatsoever shall Lessor be responsible for damage to or loss of Lessee's equipment, or for financial loss due to business interruption, unless by Lessor's willful misconduct or neglect.
 - d) Lessor shall incur no liability to Lessee for failure to furnish space and/or electrical power if prevented by war, fires, accidents, acts of God, or other causes beyond its reasonable control. During such period, Lessee shall be entitled only to a pro rata abatement of rent for the time it is unable to conduct substantially normal operations as a result of such circumstances, except that Lessee shall not be entitled to any abatement for outages of less than twenty-four (24) hours consecutive duration.
11. Eminent Domain. If the land or Leased Premises upon which a tower, foundation, or building is located 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 of the acquisition. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures.
12. Indemnifications.
- a) Lessee shall indemnify, hold harmless, and defend Lessor for and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property, or loss of revenues due to discontinuance of operations at the Leased Premises, or any breach of this Lease by Lessee, or any negligent act or omission, or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives occurring in or around the Leased Premises, except to the extent such liabilities are directly caused by the willful misconduct or negligence of Lessor.
 - b) Lessor shall indemnify, hold harmless, and defend Lessee for and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property, or loss of revenues due to discontinuance of operations at the Leased Premises, or resulting from any breach of this Lease or any Schedule by Lessor, or any negligent act or omission, or willful misconduct, of Lessor or its contractors, subcontractors, agents, or representatives occurring in or around the Leased Premises, except to the extent such liabilities are directly caused by the willful misconduct or negligence of Lessee.
 - c) NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THIS LEASE TO THE CONTRARY IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR LIABLE FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF OBLIGATIONS HEREUNDER.
13. Subletting; Assignment, etc. Lessee shall not sublet or permit the Leased Premises or any part thereof to be used by others without the express written approval of Lessor, and Lessee shall not assign, mortgage, or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. No assignment, sublease or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessor may assign, mortgage, or encumber its rights under this Lease at any time. Notwithstanding any provision of this Lease to the contrary, Lessee may assign this Lease and/or any Schedule to (a) an affiliate, parent or subsidiary of Lessee or to any entity controlled by, under common control, or controlling Lessee, (b) any corporation or other entity resulting from the merger or consolidation of Lessee, or (c) any corporation or other entity which acquires all or substantially all of the assets of Lessee; provided that in any such event (i) Lessee shall provide Lessor with written notice of any such assignment within ten (10) days after such assignment, (ii) the assignee shall assume the obligations of Lessee under this Lease, and/or the Schedule(s), as applicable, which accrue after the date of such assignment, and (iii) pending receipt of written notice from Lessee of any assignment permitted by this Section 13, Lessor may continue to deal with Lessee as the tenant under this Lease and any notice or billing sent to Lessee by or on behalf of Lessor, and any agreement made between Lessor and Lessee, and any concession or waiver made by Lessee, shall be binding on the assignee.

14. **Default by Lessee.** If Lessee fails to make payments within ten (10) days of date due, or fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after Lessor provides Lessee with written notice, Lessor shall have the option to (a) terminate this Lease, in which event Lessee shall promptly surrender possession of the Leased Premises and Lessee shall be liable for all past due amounts under this Lease, plus the amount by which the rent and other benefits that Lessor would have received under this Lease for the remainder of the current term thereof exceeds the fair market rental value of the applicable Leased Premises for such remaining term, discounted at the rate of one percent (1%) in excess of the discount rate at the time of the award for the Federal Reserve Bank where the applicable Site is located; (b) apply any or all of any deposit or prepaid rent to cure the default, in which event Lessee shall repay such amount to Lessor within ten (10) days after notice from Lessor; (c) if the default is a monetary default, require that Lessee pay subsequent rent annually, in advance; (d) if at any time during this Lease defaults have previously occurred, terminate this Lease upon thirty (30) days prior written notice to Lessee; and/or (e) pursue any other remedy available to Lessor under this Lease or otherwise provided by law or equity. Lessee shall be liable for all expenses, including reasonable attorneys' fees and costs, incurred by Lessor in connection with any action to enforce the terms of this Lease, or in connection with any action for the recovery of the Leased Premises itself. Any repossession by Lessor of the Leased Premises shall not affect the obligations of Lessee for the unexpired term of this Lease, unless Lessor terminates this Lease.
15. **Default by Lessor.** Upon the occurrence of any default by Lessor under this Lease, Lessee shall not exercise any remedy available to Lessee until it gives Lessor and any mortgagee of Lessor (provided that Lessor has given Lessee the notice address of any such mortgagee) notice of the default and a reasonable time (which shall not be less than thirty (30) days) to cure such default.
16. **Removal of Lessee's Equipment.** After termination of this Lease, provided Lessee is not in default under this Lease, Lessee shall have thirty (30) days to remove its equipment, at Lessee's expense, and so long as Lessee's equipment remains on the applicable Site, Lessee shall pay Lessor a hold-over fee equal to 150% of the then-effective rent, provided from the effective date of termination to the date the equipment is removed from said Site. After the thirty (30) day period, Lessor shall have the right (but not the obligation) to disconnect and remove Lessee's equipment from said Site, and in such event Lessee shall pay Lessor upon demand 150% of the disconnection, removal and storage expenses incurred by or on behalf of Lessor. If such equipment is not reclaimed by Lessee within forty-five (45) days after removal by Lessor, Lessor may sell the equipment and deduct therefrom any amounts due with respect to such Site, returning the remainder to Lessee.
17. **Subordination.** This Lease is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Leased Premises and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that so long as Lessee is not in default under this Lease, Lessor's quiet enjoyment thereunder shall not be disturbed by any Purchaser of the applicable Leased Premises at foreclosure. This subordination shall be self-operative and no further instrument of subordination shall be required from Lessee. However, upon written request from Lessor, Lessee shall execute a certificate confirming such subordination.
18. **Lien.** Lessee shall not suffer or permit any liens to stand against the Leased Premises, Site or any part thereof by reason of any work, labor, service, or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, Lessee or anyone through or under Lessee ("Mechanics' Lien"). If any Mechanics' Lien shall at any time be filed against the Leased Premises or Site, Lessee shall cause it to be discharged of record within thirty (30) days after the date Lessee receives notice from any party that the lien has been filed, by either payment, deposit, or bond. If Lessee fails to discharge any such Mechanics' Lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the Mechanics' Lien by either payment of the amount claimed, or deposit or bond. All amounts incurred by Lessor, including reasonable attorneys' fees, in procuring the discharge of such Mechanics' Lien, together with interest thereon at 12% per annum from the date of incurrence, shall become due and payable immediately by Lessee to Lessor.
19. **Escrow Certificates.** At any time, but not with less than ten (10) days prior notice, Lessee shall execute, acknowledge, and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.
20. **Radio Frequency Emissions.**
- a) Lessor represents and warrants that Lessor's facilities have been constructed and are now being operated in compliance with and will, for the duration of this Lease and any extensions or renewals thereof, continue to be operated in compliance with all applicable laws, statutes, ordinances, rules regulations and orders (collectively "Law" or "Laws"). Lessor agrees to cooperate with Lessee's legal requirement to assure compliance with all current FCC promulgated radio frequency exposure limitations, including providing to the Lessee, upon Lessee's written request, all relevant information which Lessor has in its possession regarding the equipment employed by collocated systems operating upon the Leased Premises. Lessee will be allowed, from time to time and at Lessee's sole discretion, to take measurements in order to evaluate radio frequency fields at the Leased Premises. The results of any such study(s) performed by Lessee will be disclosed to Lessor upon completion. If the results of such a study concludes that FCC approved radio frequency warning signs must be posted at certain points upon the Leased Premises, Lessor agrees to cooperate with Lessee in coordinating the placement of said signs. If Lessor takes measurements at the Site in order to evaluate radio frequency fields, Lessor will disclose the results of said evaluation to Lessee.

- b) Lessee agrees that Lessee's equipment and the electromagnetic energy emitted from such equipment, will at all times comply with all applicable statutes, laws, ordinances, rules and judicial and administrative orders, whether now or hereafter existing, of all federal, state and local governmental authorities and that such equipment shall comply with all obligations to which Lessee is bound in connection with such telecommunications equipment, including, without limitation, regulations of the Federal Communications Commission, the Environmental Protection Agency, and the Occupational Safety and Health Administration.

21. Prime Agreement.

- a) Lessee acknowledges that Lessor's interest in and the access to such Site, may be subject to, or otherwise governed by, the terms and conditions of a third party lease, license, management or other similar agreement between a third party and Lessor (the "Prime Agreement"). Lessee hereby acknowledges that the terms, conditions, provisions, and obligations of this Lease as they pertain to any Site affected by a Prime Agreement, shall be subject and subordinate to such Prime Agreement, and in the event of any conflict between the terms of such Prime Agreement and this Lease, the terms of the Prime Agreement shall control. In the event of the termination of such Prime Agreement, for any reason, this Lease shall automatically terminate, and Lessor and Lessee shall be relieved of all obligations accruing thereafter under this Lease, as they pertain to the Site affected by the Prime Agreement.
- b) By the execution of this Lease for a Site affected by a Prime Agreement, Lessor shall be deemed to represent and covenant with respect to such Prime Agreement that (i) the Prime Agreement is in full force and effect, Lessor has received no notice of default thereunder which is currently in effect, and to the best of Lessor's knowledge, there is no existing default by Lessor or the other party to the Prime Agreement, (ii) Lessor has the right to enter into this Lease with Lessee, without any consent of any other party to the Prime Agreement which has not been obtained, and (iii) Lessor agrees to exercise any renewal options contained in the Prime Agreement which may be required to extend the term of the Prime Agreement beyond the expiration date of this Lease, including any renewal terms.
- c) Lessee shall not do, attempt, permit or suffer anything to be done on a Site which could be construed to be a violation of a Prime Agreement, and at the written request of Lessee, Lessor will furnish Lessee with a summary of any restrictions contained in said Prime Agreement ("Information"), provided that (i) such Information is not confidential; and (ii) Lessee agrees that such Information shall be used for the sole purpose of enabling Lessee to evaluate the usefulness of such Site for its purposes. In performing its obligations under this Lease, Lessee will (A) limit dissemination of, and access to, the Information to Lessee's employees who need to use the Information for the purpose of determining whether the Site is suitable for Lessee's purposes, (B) not disclose the Information to any third party, (C) not use the Information for any purpose other than the purposes allowed by this Section 21(b), and (D) take appropriate action, by instruction, agreement, or otherwise with any employees or agents of Lessee, such that Lessee fully performs its duties and obligations under this Section 21(b). In the event Lessor discloses Information to Lessee, Lessee covenants and warrants that it will not, without Lessor's prior written consent, enter into a lease, license, agreement or contract with such landlord/owner for purposes similar to those set forth herein for as long as Lessor has a Prime Agreement with such landlord/owner, including any renewal or holdover periods.

22. Environmental Warranties and Representations.

- a) Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site(s) in violation of any Environmental Regulations (as such term is defined in paragraph 22(n) below). Lessee and Lessor also agree that Lessee's use of the Leased Premises will not involve the subsurface, except for those Sites where the placement of a foundation is required for Lessee's equipment and/or facilities.
- b) Lessor represents and warrants that to the best of Lessor's knowledge without independent investigation (i) neither Lessor, nor any present or previous tenant of the Leased Premises, nor any other third party, has released, used, generated, manufactured, stored or disposed of, on, or under the Leased Premises any hazardous substance, material, chemical or waste in violation of applicable Environmental Regulations; (ii) neither Lessor, nor any present or previous tenant of the Property, nor any other third party, has transported to or from the Leased Premises any flammable explosives, "hazardous waste", or any other "hazardous substance", as those terms are defined in applicable Environmental Regulations in violation of applicable Environmental Regulations; (iii) there have been no orders, notices of violation, complaints or other similar communications of alleged or potential violations or failures to comply with applicable Environmental Regulations issued by a governmental agency regarding any acts or omissions upon or affecting the Leased Premises before the date of this Lease; and (iv) except as disclosed by Lessor to Lessee and acknowledged by Lessee, Lessor is not aware of the presence on the Leased Premises of any asbestos, polychlorinated biphenyls (PCBs), or other known hazardous substances, material, chemicals or waste (as those terms are defined under applicable Environmental Regulations), wells or underground storage tanks in violation of applicable Environmental Regulations.
- c) Lessee shall indemnify, hold harmless and defend Lessor from any against any and all liability, loss, damage or expense (including reasonable attorney's fees, court costs and cleanup costs, if any) incurred by Lessor in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Lessee's representations and warranties contained in this Section 22, (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, at the Leased Premises, caused by the acts or omissions of Lessee, or its agents, representatives, or contractors, or (iii) Lessee's failure to provide all information, make all submissions and take all actions required by Environmental Regulations.

- d) Lessor shall indemnify, hold harmless and defend Lessee from any against any and all liability, loss, damage or expense (including reasonable attorney's fees, court costs and cleanup costs, if any) incurred by Lessee in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Lessor's representations and warranties contained in this Section 22, (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, at the Leased Premises, which occurred before the commencement date of this Lease or during the term of this Lease caused by the acts or omissions of Lessor, or its agents, representatives, or contractors, or (iii) Lessor's failure to provide all information, make all submissions and take all actions required by Environmental Regulations.
- e) For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous Waste and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 et seq.); (vi) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 et seq.); (vii) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (ix) the Safe Drinking Water Act (42 U.S.C. § 300 et seq.); (x) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (xi) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xii) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xiii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiv) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xv) the National Environmental Policy Act (42 U.S.C. § 4321-4347).
- f) The terms of this Section 22 shall survive the expiration or sooner termination of this Lease.

23. Termination by Lessee.

- a) This Lease may be terminated by Lessee prior to the commencement of the initial term of this Lease by written notice to Lessor without further liability (i) for any reason, or for no reason, provided that Lessee delivers written notice to Lessor no later than thirty (30) days prior to such commencement; (ii) if Lessee is unable to obtain any license, permit, or other governmental approval necessary for the installation and/or operation of Lessee's equipment at the applicable Site, or if through no act or omission of Lessee any such license, permit, or other governmental approval is cancelled or otherwise withdrawn or terminated; or (iii) if, in the opinion of Lessee, a title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the applicable Leased Premises, provided that Lessee delivers written notice to Lessor no later than ten (10) days prior to such commencement.
- b) This Lease may be terminated by Lessee during the term of this Lease upon thirty (30) days prior written notice to Lessor, without further liability, if through no act or omission of Lessee (i) any license, permit, or other governmental approval necessary for the installation and/or operation of Lessee's equipment at the applicable Site is cancelled or otherwise withdrawn or terminated; or (ii) Lessee is unable to occupy and utilize the applicable Leased Premises due to an action of the FCC, including without limitation, a takeback of channels or change in frequencies.

24. Title and Quiet Enjoyment.

- a) Lessor warrants that it has full right, power and authority to execute this Lease. Lessor further warrants that Lessee shall have quiet enjoyment of the Leased Premises during the term of this Lease or any renewal or extension thereof.
- b) Lessor warrants that Lessor either owns good marketable fee simple title, has a good and marketable leasehold interest, or has a valid license or other contractual right to occupy the Site, and has rights of access thereto. Lessee has the right to obtain a title report at Lessee's expense from a title insurance company of its choice to confirm the interest of Lessor in the Site.
- c) Lessee may, at Lessee's expense, and with no obligation on the part of Lessor, obtain for the benefit of Lessee a non-disturbance agreement from any present and/or subsequent mortgagee or holder of a deed of trust encumbering the Leased Premises, stating that Lessee's right to quiet possession of the Leased Premises during the term of this Lease shall not be disturbed so long as Lessee has not defaulted under this Lease.

25. Nondisclosure.

The terms of this Lease shall remain confidential between Lessor and Lessee, and each party warrants to the other that such party shall use its best efforts to prevent any of its officers, directors, employees, partners, or agents from disclosing the terms and conditions of this Lease to any third party, without first obtaining the written consent of the other party.

26. Alternative Dispute Resolution.

Lessor and Lessee shall attempt to settle any claim or controversy arising out of this Lease through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually-acceptable neutral advisor for mediation, fact-finding or other form of alternate dispute resolution. Neither of the parties may unreasonably withhold acceptance of such an advisor, and his or her selection will be made within forty-five (45) days after notice by the other party demanding such mediation. The cost of such mediation or any other alternate dispute resolution agreed upon by both parties shall be shared equally by Lessor and Lessee. Any dispute which cannot be so resolved between the parties within one hundred eighty (180) days of the date of the initial demand by either party for such mediation shall be determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights of either party under the doctrines of laches, waiver or estoppel. Nothing in this Section 26 shall prevent either party from resorting to judicial proceedings if (a) good

faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

27. Miscellaneous.

- a) 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 any other remedies against the other parties hereto.
- b) Should Lessor permit a continuing default by Lessee under this Lease, the obligations of Lessee 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 Lessor or obligations of Lessee hereunder.
- c) In addition to the other remedies in this Lease, and anything contained herein to the contrary notwithstanding, Lessor shall be entitled to specific performance or injunctive relief of any violation or attempted or threatened violation of this Lease by Lessee without the necessity to post a bond.
- d) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.
- e) This Lease, including the exhibits, lists, and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants, or understandings other than expressly set forth herein or therein. This Lease supersedes all prior agreements and understandings between the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a writing signed by the authorized representative of each party.
- f) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to Lessor at the address shown herein and to Lessee at the address shown on this Lease or to such other address as any party may have furnished to the other in writing. Any such notice may be hand delivered or sent by FAX, reliable overnight courier, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of hand delivery or FAX, one (1) business day following deposit with a reliable overnight courier, or three (3) business days following deposit in the United States mails addressed as required above.
- g) This Lease shall be governed by, construed and enforced in accordance with the laws of the State where the applicable Site is located, without regard to its conflict of laws rules.
- h) Lessor or Lessee, at its option, may request that a Memorandum of this Lease, on Lessor's standard form, be recorded in the public records of any county in which a Site is located. Any fees, costs, taxes or expenses relating to a Memorandum of Lease or relating to the recording of a Memorandum of Lease shall be paid by Lessee.

Schedule 3.11(b)

Real Property Title Matters

Real property leases listed as Items 1, 2 and 3 on Schedule 3.11 are subject to the Permitted Liens described on Schedule 1.3(b).

Schedule 3.13(a)

Required Consents

1. Antenna Space Lease with Spottswood Partners II, Ltd. dated April 1, 2000.
2. Lease Agreement between Seller and Balboa Capital Corporation dated June 8, 1998.
3. Commercial Lease with Romar Holdings, LLC dated January 2001, as modified on December 10, 2001.

Schedule 3.14(a)
Related Party Transactions

None.

Schedule 3.15(b)

Compliance with Laws: Litigation

None

Schedule 3.16

Licenses

1. All FCC Licenses are to be assigned to Buyer at Closing. See Schedule 3.29.
2. The Stations are operated pursuant to Licenses issued by ASCAP, BMI and SESAC, which Licenses will not be assigned to Buyer at Closing (but the 2003 License fees thereof will be prorated as provided on Schedules 2.1(b) hereof).

Schedule 3.17

Labor Matters

None