

Mt. Pleasant

RADIO TOWER LEASE AGREEMENT

STATE OF TEXAS  
COUNTY OF TITUS

In consideration of the covenants herein contained between County of Hopkins Texas, Herein referred to as LESSOR, and East Texas Broadcasting, Inc., herein referred to as LESSEE, the parties mutually agree as follows:

I.

Lessor hereby grants permission to LESSEE to install, maintain and operate the following described radio communications equipment on or in LESSOR'S property, a tower, ASR# 1047444  
Located at 1395FM 900 East. Purley, Texas

A. A \*See below\* antenna, and \*See below\* frequency communication system to be located on LESSOR'S tower.

B. The following listed equipment only is installed and any other equipment installed may require the LESSEE to pay additional rent. This includes splitter, combiners, and multi-couplers.

Equipment Group

2 - VHF DB224 Antennas

2 - 300 Runs of 7/8 Helix cable

1 Equipment rack to be installed inside the building

II.

The installation, maintenance, and operation of LESSEE'S equipment will in no way damage the building or tower structure or interfere with the maintenance of LESSOR 'S tower or equipment, or interfere with the maintenance of lighting system.

It is further understood that the lease agreement pertains only to the above described equipment, and LESSEE shall not install, change, or modify the above described equipment in such a way as to cause interference, harm, damage, or loss of additional rent due to LESSOR..

III.

LESSEE agrees to install radio equipment of a type and frequency which will not cause interference to prior LESSEES of the tower and does hereby agree to make no changes in equipment in frequency without prior approval of LESSOR. In the event LESSEE'S equipment causes interference, LESSEE will take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within a reasonable length of time not to exceed sixty (60) days, the LESSEE agrees to remove his equipment from LESSOR'S property or cease operation of said equipment until said interference is corrected. If the interference causes the LESSEE to remove his radio equipment, this lease shall then terminate without further obligation on either party except as may be specifically enumerated herein.

IV.

All installations and operation in connection with this lease and this tower, either by LESSOR or by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Authority, and the electrical codes of the city, county and state concerned. Under this lease the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE'S radio equipment. LESSEE has the responsibility of carrying out the terms of his Federal Communications Commission license with respect to radio operation and tower light observation. LESSEE agrees to promptly notify East Texas Broadcasting, Inc. And the Federal Aviation Agency of any noted deficiencies in the tower lighting. LESSOR agrees to correct any observed deficiencies at his expense upon receipt of proper notification from LESSEE advising of deficiency.

V.

LESSOR shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by LESSOR. LESSEE shall be responsible for the declaration and payment of applicable taxes or assessments against the property owned by LESSEE, including but not limited to, any sales, use or personal property taxes applicable to the consideration that are part of this lease.

VI.

It is agreed by and between the parties that the LESSOR is not an insurer that the payments are for rental by the LESSEE as herein provided in this agreement. It is further agreed that LESSOR shall not be liable to LESSEE for damages caused by acts of GOD, or other acts beyond the control of LESSOR although LESSOR shall exercise due diligence to restore services and facilities regardless of the nature of such cause. If due to acts of GOD or for any other reason LESSEE'S use of the tower is interrupted, LESSOR shall be liable only for an amount equal to the rent for the period during which such service is interrupted LESSEE agrees to indemnify and hold LESSOR harmless from and against any and all claims for consequential damages that may arise as a result of such interruption to service. If for any reason the tower is destroyed or so damaged that it cannot be repaired or should LESSOR decide not to repair or replace the tower then this lease shall terminate with the rent paid by LESSEE to such time. If LESSOR determines the tower will be replaced or repaired then this lease shall not terminate, but the rent paid hereunder shall be suspended for such period of time the tower is inoperative.

VII.

LESSEE does hereby indemnify and agree to hold LESSOR harmless from any claim which may arise during the life of this lease agreement against LESSOR by reason of any action or occurrence attributable to the installation, operation, maintenance, or removal of LESSEE'S equipment. It is further understood and agreed that LESSEE does not own the real property on which the tower is located, but said property is owned by others. LESSEE agrees not to permit any unauthorized persons to enter the premises and LESSEE agrees to keep the gates locked at all times. If any damage is caused to the owner's property, fences, gates or livestock by reason of any act on the part of LESSEE, his agents, employees or independent contractors then LESSEE agrees to be responsible for such damages and agrees to save and hold LESSOR harmless from any and all such claims.

VIII.

All of the obligations, as well as all of the rights and privileges contained herein, shall be binding upon and inure to benefit of the parties hereto, their heirs, successors and assigns. This lease shall not be assigned by LESSEE without termination of this lease. Regardless of the reason for termination LESSEE agrees to remove within 30 days all of LESSEE'S equipment and personal property including antenna and coax from the tower.

IX.

LESSEE is to make arrangements for maintenance of any control lines as may be required for operation of LESSEE'S radio equipment. LESSEE is responsible for all phone line charges.

X.

Special Conditions:

XI.

This lease shall commence on January 1, 2022. The lease shall run for a period of three years.

At the end of the initial three years, the option for another three years in one year increments will be available. The option will also be available for possible negotiation of cost.

XII.

LESSEE agrees to pay LESSOR as follows:

\$540.00 Per month. For the first year	(01/01/2022 - 12/31/2022)
\$540.00 Per month for the second year	(01/01/2023 - 12/31/2023)
\$567.00 Per Month for the third year	(01/01/2024 - 12/31/2024)

And will be payable at the address of LESSOR at PO Box 990, Mt. Pleasant, Texas 75456-0990.

XIII.

In the event of LESSEE'S default in the payment rental or LESSEE'S failure to comply with any other provisions of this lease, LESSOR may at its option terminate this lease without affecting its right to sue for all past due rentals and other damages to which LESSOR may be lawfully entitled. Should LESSOR be forced to collect said rentals or damages through its attorney or be other legal procedures, LESSOR shall be entitled to its reasonable cost and attorney fees thereby incurred.

XIV.

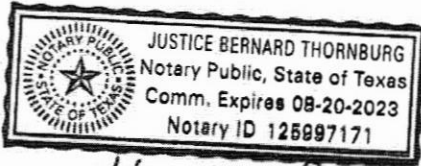
This lease shall be for a term of three years from January 1, 2022 and run thru December 31, 2024. Said lease shall automatically renew annually for three, one year terms. Either party may cancel ninety (90) days prior to the renewal date of this lease.

IN WITNESS WHEREOF, the parties hereto set their hand this

ATTEST: [Signature]  
East Texas Broadcasting, Inc.

BY: JR KITCHENS JR

SWORN and subscribed before me and in my presence this 17<sup>th</sup> day of January 2022



Justice Bernard Thornburg  
NOTARY PUBLIC

ATTEST: Hopkins County BY: Robert Newsom

Printed name: Robert Newsom

Title: Hopkins County Judge

SWORN and subscribed before me and in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_