

## LEASE AGREEMENT

Tower Lease Agreement, made this \_\_\_\_\_ day of June, 2021, between New World Broadcasting, dba KCLF (Tenant) and GMS-Starhill (Lessor):

1. Lessor hereby leases to Tenant, certain portions of an existing radio communications tower (GMS-Starhill) as well as a portion of interior space of this facility's existing radio equipment shelter. The portion of interior space occupied by tenant's equipment shall not occupy more than 10-square feet of floor space. Tenant shall have 24 hour access, 7 days per week, 365 days per year. Such access shall be unrestricted to Lessor's GMS-Starhill site. No more than one FM translator station and no more than one microwave (M/W) link shall be installed by Tenant, unless specifically provided by Lessor. Each FM translator and M/W station must have its FCC license posted on the equipment cabinet. A list of communications equipment that Tenant intends to install at the GMS-Starhill Tower facility can be found in Appendix A.
2. Lessor hereby leases to tenant placements for one FM translator radio antennas BKG77 near the 280ft level and one Ubiquiti RocketDish antenna mounted at approximately 150-175ft level. No welding of any kind is permitted on said tower structure. All mounting hardware must be stainless steel or hot-sipped galvanized steel. Transmission lines must be secure to the tower in intervals no greater than four feet.
3. Lessor hereby leases to tenant ground and shelter space for the installation of the following equipment if desired: a backup generator, transfer panel, up to 250 gallon propane tank, and an uninterruptible power supply (UPS) up to a 2.5KWh. Lessor recognizes that such equipment may be necessary to provide reliable broadcast services. Tenant will provide a list of this equipment and its approximate value to Lessor.
4. Should the Parish Assessor's Office deem this equipment "leasehold improvements", Tenant will be responsible to reimburse Lessor for any/all increases in taxes incurred as a result of these improvements.
5. Tenant may remove these leasehold improvement should termination of this agreement be the direct result of or desire of Lessor. However, should Tenant vacate the premises prior to the end of the lease period, these leasehold improvements shall remain on the premises.

6. Electricity to operate Tenant's equipment shall be provided by Lessor, and Tenant agrees to initially reimburse Lessor \$250 per month above Tenant's monthly lease rate for anticipated increase in Lessor's electrical expenses, once Tenant's broadcast operations commence. After the initial three (3) months of Tenant's broadcast operations, Lessor will share with Tenant copies of DEMCO electric bills, and recalculate the monthly utility charge based on the increase electrical usage due to Tenant's broadcast operations. Lessor has no desire to 'mark-up' any utilities used by Tenant, and only seeks reimbursement of Lessor's increased utility expenses as a result of Tenant's broadcast operations. Telephone or other facilities necessary to operate tenant's equipment shall be provided and maintained by Tenant.
7. Flexible transmission lines between the tenant's FM translator station and antennas shall be provided and installed by tenant. Lightning protection devices must be installed on each RF transmission line and telephone control circuit. Tenant shall utilize the installation services of a Lessor-approved antenna installation firm for the installation of its antenna systems and transmission lines. Failure to comply with this mandatory requirement will result in the termination of this Lease and subsequent eviction of Tenant.
8. Any damage caused by Tenant's construction shall be repaired by Tenant. All installed equipment must conform to NEC, FAA, FCC and local area requirements. Workmanship must be neat, orderly and in accordance with accepted Industry practice. Failure to maintain a safe, neat and orderly facility will result in the automatic termination of the Agreement and required removal of Tenant's equipment.
9. Tenant agrees to install radio equipment of a type and frequency which will not cause interference with the operations of existing tenants on this tower site. In the event Tenant's equipment causes interference, tenant will take all steps necessary to resolve the interference, at its sole cost and inclusive of abandoning operations on the Tower if the interference problem cannot be resolved within 30 days of notification. Lessor agrees not to allow any future Tenant to cause non-resolvable interference to Tenant's operations and will incorporate like remedies to all future lease agreements.
10. This Agreement shall be in an initial term of 3 years beginning on the date of Agreement Execution. The annual rent for these facilities, as described above, is \$4,560.00 (Four Thousand Five Hundred and Sixty Dollars),

payable at the time of equipment installation or in 12 monthly installments of \$380 each. If Tenant chooses to pay the entire yearly lease at the beginning of each lease period, a 5% discount will be offered, and Tenant's yearly charge for leased premises will be an annual payment of \$4,332.00 (Four thousand three hundred and thirty-two dollars).

11. Whether Tenant make lease payments annually or monthly, Tenant will still be charged a monthly electrical utility fee of \$250, to be adjusted after three (3) months as described in Section 6 of above.
12. For illustration purposes, Tenant's initial monthly lease and electrical utility liability will total \$630 monthly (\$380 monthly lease payment + \$250 monthly electrical utility fee). Alternatively, Tenant may make an annual lease payment of \$4,332 at the beginning of each annual lease period, and \$250 monthly electrical utility fee. Tenant may renew this lease agreement at the end of the initial 3 year term, with an increase in rent calculated based upon the cost of living adjustment (COLA) as published by the US Commerce Department for the previous year's lease period.
13. Should Tenant desire to install additional FM translator stations during the course of this Agreement Term, additional antenna space and interior room space will be made available for the annual cost of \$3,600 per FM translator antenna, due upon equipment installation.
14. The Tenant shall provide interference protection to all of Lessor's pre-existing tenants at the time of equipment installation.
15. The Tenant shall have the option to renew this Agreement for five (5) additional three-year terms by giving the Lessor written notice of its intention to do so at least three months prior to the end of the then-current term.
16. The Tenant shall use the Property for the purpose of constructing, maintaining and operating an FM translator radio broadcast system. Human occupancy of this facility is prohibited by this Agreement. All improvements related to the purpose shall be at the Tenant's expense.
17. Tenant shall indemnify and hold Lessor harmless against any and all claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the property by the Tenant, its servants or agents, excepting however, such claims or damages as may be due or caused by the acts of the Lessor, or its servants or agents.

18. Lessor agrees that Tenant may self-insure against any property claim or loss or property damage which may be the result of Tenant's actions or Tenant's employee's, agents or contractors, such loss could be covered by a comprehensive general liability insurance policy. Such loss shall not be limited to the replacement value of the tower and may include any revenues lost by Lessor during tower replacement. Tenant shall provide proof of such self-insurance.
19. Tenant, upon termination of this Agreement, shall within 45 days remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear excepted.
20. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or tenant in any dispute, controversy, or proceedings at law, and any additional variation or modification of the Agreement shall be void and ineffective unless made in writing and signed by the parties.
21. This Agreement shall be governed, interpreted, construed and regulated by the laws of the State of Louisiana.

Notices to Lessor:

GMS-Starhill, LLC  
P. O. Box 1144  
Kiln, MS 39556

By: \_\_\_\_\_  
Gilbert G. Stock, Jr.,  
Managing Member

Date: 06-16-2021

Notices to Tenant:

New World Broadcasting, dba KCLF

\_\_\_\_\_

PolAris Tower, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

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